

**MD 4 and Westphalia Road Interchange and Associated Improvements
Estimated Costs**

Milestones

1. Design interim Improvements including "shadow " of left turns to eliminate weaving, loop in SE quadrant, double LTL for Md 4, add 3rd EB thru lane along MD 4 with some widening + restriping
2. Buy ROW from Pepco in SE quadrant 94,000 sf @ \$ 5 per SF
3. Build Interim Improvements in Line 1
4. Design plans for Burtons Lane
5. Design plans for Old Marlboro Pike
6. Buy R.O.W. for Gas Station for New Interchange
7. Build Burtons Lane
8. Overlay Old Marlboro Road
9. Design Plans for New Interchange

Estimated Costs

\$	100,000
\$	470,000
\$	625,000
\$	450,000
\$	20,000
\$	2,500,000
\$	4,500,000
\$	100,000
\$	2,500,000
\$	11,265,000

ESTIMATED COSTS INTERIM IMPROVEMENTS

Estimated Cost Md 4 Interchange construction , utilities , MOT \$ 68,725,000

GRAND TOTAL \$ 79,990,000

Grand total includes residential and commercial contributions
 The Management Consortium shall be created not later than SIX (6) MONTHS from the adoption of CR-66-2010
 The Management Consortium shall be authorized and required to initiate each Milestone upon the full funding of that Milestone as set forth in this Exhibit B
 Failure to commence Milestones within 120 days of full funding shall result in the suspension of building permits until work on Milestones have begun

EXHIBIT C

**WESTPHALIA PUBLIC FACILITIES FINANCING AND IMPLEMENTATION
PROGRAM DISTRICT
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING

("MOU"), made this _____ day of _____, 2010, by and between THE _____ (hereinafter the "COUNTY"), and _____ ("Owner"), and _____ ("Developer") acting pursuant to a CR-66-2010, the Public Facilities Financing and Implementation Program District ("PFFIP").

WHEREAS, the COUNTY is authorized by the Annotated Code of Maryland ("Article 24") to implement a public financing program;

WHEREAS, CR-66-2010, the Westphalia PFFIP authorizes the collection of Fees for the design and construction of the MD 4 at Westphalia Road Interchange and Interim Improvements; and

WHEREAS, the provisions of the PFFIP sets forth the requirements and obligations associated with payment of the Fees for the design and construction of the MD 4 at Westphalia Road Interchange and Interim Improvements;

WHEREAS, the (Agency) has delegated authority to administer the PFFIP; and

WHEREAS, the Planning Board is charged by Article 28 of the Annotated Code of Maryland with the authority to approve preliminary plans of subdivision in the Metropolitan-Washington Regional District located in Prince George's County; and

WHEREAS, the Owner/Developer is the current owner/applicant of certain property that is the subject of [specify the application name and number of Preliminary Plan, SDP, or SP] as shown on a preliminary plan of subdivision entitled [specify subdivision plat name], said property being the same land conveyed by deed to _____ which is recorded in the Land Records Office of Prince George's County, Maryland, in Liber ____, folio ____, comprising approximately ____ acres of land, being in the ____ Election District, Prince George's County, Maryland; and

NOW THEREFORE, in consideration of the requirement in CR-66-2010 that the Owner/Developer, its heirs, successors and/or assigns pay a Fee to meet the requirements under the Adequate Public Facilities Test and the requirements of the PFFIP, the mutual promises and obligations contained herein, and for other good and valuable consideration, which is hereby acknowledged, the parties hereto have agreed to the following provisions:

1. **FEE**. In accordance Paragraph 2 of CR-66- 2010 the undersigned Owner/Developer, its heirs, successors and/or assigns shall be required to pay a share of the costs ("Fee") to construct the MD 4 at Westphalia Road Interchange and Interim Improvements; and,
2. **IMPROVEMENTS**. The FEE paid by the Owner/Developer, its heirs, successors, and/or assigns to construct the MD 4 at Westphalia Road Interchange and Interim Improvements shall be

made in accordance with Section 5 of CR- 66 - 2010, attached hereto and made a part hereof as if fully expressed herein. The Fee shall be in the amount _____ per building permit or _____ per square footage of commercial to be paid at the time of issuance of each building permit.

3. **NON-DISCRIMINATION.** The Owner/Developer shall not discriminate against any individual due to age, gender, race, creed, color, national origin or physical disability.
4. **INDEMNIFICATION.** The Owner/Developer shall indemnify and save harmless the COUNTY from and against all actions, liability, claims, suits, damages, costs or expenses of any kind arising from the Owner/Developer's negligence or failure to perform any of the obligations under the terms of this MOU.
5. **BINDING COVENANT.** The provisions of this MOU shall be a covenant that runs with the land and are binding on the Owner/Developer and its successors and/or assigns. In the event that the Owner/Developer assigns this MOU to more than one successor, the COUNTY reserves the right to require a new or amended MOU for each successor.
6. **RECORDATION.** This MOU shall be recorded in the Land Records of Prince George's County prior to the acceptance of the above-referenced Final Plat of Subdivision by the Development Review Division. All recording fees shall be paid by the Owner/Developer. The original recorded MOU shall be returned to _____. The failure of the Owner/Developer to record this MOU shall preclude the issuance of any building permits for the above-named subdivision.
7. **MODIFICATION.** Any substantial modification to this MOU, as determined by the COUNTY, be permitted only upon the filing of a new Preliminary Plan or Site Plan by the Owner/Developer, approval by the District Council or its designee, and the recording of an Amended MOU.
8. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties and shall not be modified except by written agreement signed by the parties and attached hereto.
9. **SEVERABILITY.** The invalidity or illegality of any provision of this MOU shall be severed from this MOU, and shall not affect the remainder of this MOU or any other provision contained herein.
10. **APPLICABLE LAW AND FORMAT.** This MOU shall be enforced in any court of competent jurisdiction in Prince George's County, Maryland and interpreted in accordance with the laws of the State of Maryland.
11. **WAIVER.** The failure of the County to enforce any part of this MOU shall not be deemed as a waiver thereof.
12. **TERMINATION.** This MOU shall remain in effect until all Fees required pursuant to this MOU have been paid by the Owner/Developer, its heirs, successors and/or assigns.
13. **RECITALS.** The Recitals are hereby incorporated in this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be properly executed on the day and year first written above.

SEAL/WITNESS:

(Owner's Name)

By: (Signature) _____

Print Name: _____

Title: _____

SEAL/WITNESS:

(Developer's Name)

By: (Signature) _____

Print Name: _____

Title: _____

Attest:

(AGENCY)

By: _____

STATE OF MARYLAND)

COUNTY OF) ss.:

I hereby certify that before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared _____, who acknowledged that he is authorized to execute the above Agreement for the reasons and purposes stated therein.

Witness, my hand and official seal this ____ day of _____, 2010.

Notary Public, Maryland

My Commission Expires:

STATE OF MARYLAND)

COUNTY OF) ss.:

I hereby certify that before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared _____, who acknowledged that he is authorized to execute the above Agreement for the reasons and purposes stated therein.

Witness, my hand and official seal this ____ day of _____, 2010.

Notary Public, Maryland

My Commission Expires:

STATE OF MARYLAND)

COUNTY OF) ss.:

I hereby certify that before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared (NAME) (TITLE) (ORGANIZATION), who acknowledged that she is authorized to execute the above Agreement for the reasons and purposes stated therein.

Witness, my hand and official seal this ____ day of _____, 2010.

Notary Public, Maryland

My Commission Expires:_____

After recordation, return to: