

Exhibit A to Agreement

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (this “**Declaration**”) is made this ____ day of January, 2012, between the Town of Riverdale Park, a municipal corporation of the State of Maryland (“**Town**”), and Calvert Tract LLC, a Maryland limited liability company (“**Developer**”).

EXPLANATORY STATEMENT:

Developer owns the five parcels of land consisting of approximately thirty-seven and 55/100 (37.55) acres, more or less, described in Deeds recorded among the Land Records of Prince Georges County in Liber 18588, page 707, Liber 18590, page 446, Liber 18601, page 413, Liber 27394, page 662, and Liber 27412, page 662, collectively commonly known as the Cafritz Property (“the **Property**”). The predominant portion of the property is located within the corporate limits of the Town. Developer desires to develop the Property into a multi-phase mixed use project currently proposed to include various types of residential and commercial uses, including a Whole Foods grocery store (the “**Proposed Project**”). The Proposed Project will require numerous zoning, site plan and subdivision approvals from the Prince George’s County Planning Board (the “**Board**”) and Prince George’s County Council sitting as the District Council (the “**Council**”).

Currently pending is Developer’s application to rezone the Property into a M-U-TC (Mixed Use Town Center) zoning classification, Zoning Map Amendment Application No. A-10018 (the “**Zoning Reclassification**”). The Zoning Reclassification is the first step necessary to the ultimate development of the Proposed Project. Developer has requested the Town to consider recommending approval of the Zoning Reclassification to the Board, the Council and other governmental entities, and to review and comment upon Developer’s zoning and land use applications for the Proposed Project.

Current Town concerns about the Zoning Reclassification and Proposed Project are identified in that certain Agreement To Support Rezoning Classification (the “**Agreement**”) between Developer and Town dated _____, 2012 to which this Declaration is Exhibit A, a letter from the Town to the Board dated _____, 2012 (the “**Letter**”), a copy of which is attached as Exhibit B to the Agreement, and this Declaration. In exchange for the Town’s recommendation of approval of the Zoning Reclassification to the Board, the Council and all other relevant governmental entities, subject to the conditions set forth in the Letter, Developer agrees to enter into and fulfill the terms and conditions set forth in this Declaration.

NOW, THEREFORE, in consideration of the Explanatory Statement, which is a material part of this Declaration, and not merely prefatory, and the mutual benefits and promises

contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Declaration to Be Recorded. The Town shall hold this Declaration in escrow until the Zoning Reclassification is approved by the Council and becomes final and beyond appeal. The Town then may record this Declaration among the Land Records of Prince George's County. However, if the Zoning Reclassification does not become final beyond all appeal Developer agrees to not encumber, enter into a contract of sale or convey the Property or any part of the Property before the Declaration is recorded by the Town unless the Developer has first notified the Town of the proposed encumbrance, contract or conveyance and the other party to the encumbrance, contract or conveyance has delivered to the Town a joinder to this Declaration. In the event that zoning reclassification is not approved or does not become final, then this Declaration of Covenants shall have no further force or effect and the original held in escrow will be destroyed.

2. Density Limitation. The density of residential dwelling units of any type on the Property may not exceed 995 dwelling units.

3. Multi-family Dwelling Property Management. When any portion of the Property is used for residential multi-family rental housing, in order to ensure high quality unitary management the portions of the Property used for such housing must be managed by Developer or its affiliates, or in the alternative, by a professional management agent with a strong reputation in multi-family residential property management and whose principal management representative shall have a minimum of 10 years experience managing multi-family rental properties in the Washington, D.C., metropolitan area. Developer must notify the Town of any change in management agent, or of any determination to discontinue the use of a professional management agent, within 10 days after the change or the decision.

4. Storm Water Management. The provisions of this Paragraph regulate the management of storm water during and after development of the Proposed Project, in addition to all limitations, restrictions and regulations imposed by law, and except to the extent that more stringent standards are required by law.

a. Storm water on the Property must be managed using Environmental Site Design to the Maximum Extent Practicable unless a more stringent standard is required.

b. Storm water quality and quantity must be managed on the Property so that storm water impacts from the Proposed Project during and after development are no worse than if the Property were developed for single-family detached housing to the maximum practicable density as could be achieved as a matter of right as a permitted use under the Prince George's County R-55 zoning classification.

c. Storm water flowing from the Property must not result in any degradation of water quality in any tributary to the Northeast Branch of the Anacostia River.

d. Storm water flowing from the Property must be discharged at a volume and a rate that does not exceed the capacity of off-site natural and man-made storm water outfalls, conveyance systems and management facilities.

5. Transportation Planning Study. Before submitting a Preliminary Subdivision Plan of the Property for the Proposed Project, Developer will commission a transportation planning study (“**Study**”) as described in this Section 5.

a. The Study shall evaluate the vehicular and pedestrian impacts that the southern extension of Maryland Avenue from the Property, as contemplated by the Proposed Project, will have upon Maryland Avenue’s intersections with Rhode Island Avenue, the 4300 through 4800 blocks Queensbury Road, Natoli Place and Lafayette Avenue, Rivertech Court, the CSX railroad crossing at Queensbury Road.

b. Developer shall deliver the Study to the Town not less than 30 calendar days prior to the Board hearing on the Preliminary Plan.

6. Traffic Study. Before submitting a Preliminary Subdivision Plan of the Property for the Proposed Project, Developer will prepare and submit to the Town a traffic study (“traffic study”) to evaluate the anticipated impacts on roads and intersections from traffic expected to be generated from the Proposed Project. In addition to any traffic study that Prince George’s County may require as part of the Preliminary Subdivision Plan process, the traffic study required by this paragraph must include roads and intersections in the Riverdale Park Town Center and roads that feed into the Town Center. For purposes of this paragraph:

a. The Riverdale Park Town Center is that area along the CSX (formerly B&O) Railroad line south of East-West Highway and north of Queensbury Road.

b. The roads and intersections to be included in the traffic study include Maryland Avenue extended from the Property to the Town Center, Rhode Island Avenue, the 4300 through 4800 blocks of Queensbury Road, Natoli Place, Lafayette Avenue and Rivertech Court.

Developer shall deliver the Traffic Study to the Town not less than 30 calendar days prior to the Board hearing on the Preliminary Plan.

7. Detailed Site Plan Requirements. Each Detailed Site Plan that the Developer submits to government authorities for the Proposed Project shall be in accordance with the Cafritz Property at Riverdale Park Development Plan and the site design guidelines of Part 3, Division 9, of the Prince George’s County Zoning Ordinance. Development depicted on each Detailed Site Plan must be in general conformance with Map 1: Concept Plan A or Concept Plan B, dated January 7, 2012 (attached as Exhibits 1 and 2), particularly with regard to site design and circulation, with the goal of creating a mixed-use community. Flexibility should be allowed in achieving this mixed-use community goal by allowing for a redistribution of the proposed maximum gross floor area of commercial uses throughout the site in order to encourage each phase of the development to include a mix of commercial and residential uses, including

consideration of residential uses west of 46th Street and limited supporting retail uses near the intersection of Van Buren Street and Rhode Island Avenue.

8. Loading Docks. Developer shall design and locate all loading docks in the Proposed Project so that they are gated and screened or shielded from public view.

9. Mitigation of Surface Parking Lots. Developer shall mitigate all surface parking lots with buildings, monuments, a clock tower and landscaping in order to create a true gateway into the community and to provide an inviting entrance to pedestrians and vehicles. This mitigation must include creation of a “pedestrian oasis” in the middle of the Van Buren Street block from Baltimore Avenue to 46th Street to reduce the psychological barrier of the large amount of surface parking between the specialty grocery store and Baltimore Avenue consistent with the Riverdale Park Gateway Park concept dated January 7, 2012, attached to this Agreement as Exhibit ____.

10. Hiker-Biker Trail. Developer shall construct the Rhode Island Avenue hiker/biker trail concurrently with construction of the first three commercial buildings in the Proposed Project. Developer shall keep the trail open to the public during construction to the greatest extent practicable.

11. Baltimore Avenue Buffer. Developer shall provide a 30-40 yard deep buffer along the entire length of the Property frontage on Baltimore Avenue that incorporates retention of existing trees to the maximum extent practicable. This depth of buffer may be reduced north of Van Buren Street with approval by the Town of University Park and M-NCPPC staff by providing berms, retaining walls, landscaping, or other screening of the parking lot from the residences to the west consistent with the Parking Sections exhibit dated January 7, 2012, attached to this Agreement as Exhibit _____. In no event may the buffer be less than 20 yards [60 feet] deep.

12. Preliminary Plan of Subdivision Submittal Requirements. The Developer shall provide to M-NCPPC as part of, or prior to submittal of, any application for a Preliminary Plan of Subdivision, the following information:

a. A Phase 1 noise and vibration study to determine the location of the unmitigated 65 dBA Ldn noise contour for the adjacent CSX right-of-way, which includes, at a minimum, the associated railroad noise and the whistle blower. The Developer shall show the 65 dBA Ldn noise contour on all future plans;

b. A revised Stormwater Management Concept Plan that designates the property as a new site and complies with Prince George’s County Council CB-15-2011 to provide more Environmental Site Design to the Maximum Extent Practicable, with the goal of no new impact on the tributary drainage into the Northeast Branch of the Anacostia River. The proposed plan shall show the use of environmental site design technologies such as bio-retention, infiltration, and especially green roofs to the Maximum Extent Practicable. The concept shall be correctly reflected on the Type I Tree Conservation Plan. The Developer shall provide the Town with copies of all stormwater submittals at least 30 days prior to filing the submittals with Prince

George's County Department of Public Works and Transportation ("DPWT"), and with notification of and invitation to all meetings between the Developer and DPWT.

- c. A Revised Traffic Impact Study that:
 - i. Accurately reflects the development proposal and anticipated phasing;
 - ii. Eliminates corridor averaging for all intersections included in the Study;
 - iii. Analyzes midday and weekend traffic impacts;
 - iv. Analyzes all proposed connections, including all proposed CSX crossings and Maryland Avenue;
 - v. Analyzes the impact on the intersections included in Developer's July 27, 2011, traffic impact study, as well as Queensbury Road, existing Maryland Avenue, Rhode Island Avenue south of Town Center, Lafayette Avenue, and Natoli Place, River Road and other roads as appropriate;
 - vi. Provides for mitigation of traffic impacts through measures including but not limited to rideshare, Zipcar (or similar) programs, bikeshare, enhanced transit service such as a shuttle and/or circulator bus, and the CSX crossing;
 - vii. Considers all future development and its effects on the corridor for any projects that have an approved Detailed Site Plan or Preliminary Plan of Subdivision; and
 - viii. Does not take a discount by redirecting existing traffic on East-West Highway that would not otherwise travel up Baltimore Avenue to the Cafritz Property.
- d. A valid approved natural resources inventory under the current environmental regulations that addresses the required information as outlined in the current Prince George's County Environmental Technical Manual;
- e. A draft report detailing the Developer's Phase II archeology investigations;
- f. A proposed grading plan and construction phasing plan and timetable, including square footage of development by use for all proposed development tied to Detailed Site Plan submittals to M-NCPPC;
- g. A plan for roads to be turned over to the Town of Riverdale Park as public rights-of-way upon completion of construction.

13. Environmental Design Requirements. The Developer shall submit an application to the U.S. Green Building Council (USGBC) under Leadership in Energy and Environmental

Design for Neighborhood Development (LEED-ND) for a Smart Location and Linkage (SLL) prerequisite review at the time of submission of a Preliminary Plan of Subdivision to M-NCPPC, and provide the results for review prior to approval of the Preliminary Plan. Upon GBCI/USGBC approval of SLL prerequisites, the Developer agrees to pursue and employ commercially reasonable efforts to obtain conditional approval of the plan under LEED-ND 2009 Stage 1 (pre-entitlement) approval. If, based on pre-entitlement review, full certification through LEED-ND is not practicable, then Applicant shall at Detailed Site Plan provide a LEED score card that demonstrates a minimum of silver certification for all new construction and that will be enforced through DSP review. If the LEED score card requirements cannot be enforced through the DSP review or other third-party certification acceptable to both the Developer and the Town (and pursued by the Developer at its expense), at minimum the Applicant shall pursue silver certification under LEED-NC and LEED Homes, or if available, equivalent standards as determined at time of DSP by the Town and the Developer.

14. Transportation Management. The Developer shall submit a Transportation Management Plan (“TMP”) for the Proposed Project to M-NCPPC when the Developer submits a Preliminary Plan of Subdivision. The TMP must provide for the full funding of the TMP by the Developer. The TMP and funding obligations shall run with the land until such time as Prince George’s County establishes a Transportation Demand Management District (“TDMD”) that includes the Property. When a TDMD is established, the TMP may become part of the District and monitored by the Transit Management Authority (“TMA”). The TMP shall establish measures to achieve a maximally efficient use of the adjacent transportation facilities. The TMP may be modified to account for changes in transportation needs and availability as the Proposed Project is developed and occupied. The TMP shall establish trip reduction goals with reporting and monitoring provisions subject to independent verification. The TMP shall include those elements referenced in a letter to Susan Lareuse dated November 15, 2011, pages 9-10, attached to this Agreement as Exhibit ____, car and bike share, and residential and employee subsidies. TMP shall also provide for a private shuttle to be provided at the Developer’s expense.

15. Transportation Demand Management Program. The Developer shall establish a Transportation Demand Management Program under the Prince George’s County Transportation Demand Management District Ordinance, the timing for which shall be determined at Preliminary Plan of Subdivision. The Plan shall provide for traffic reduction goals and periodic independent verification of whether the goals have been met, including restricting the maximum allowable density in the Proposed Project to a level that will generate average net additional daily vehicle trips on Baltimore Avenue that are no more than 20% above current levels and net additional peak hour trips that are no more than 20% above current peak-hour vehicle trips at AM (06:00-09:00), mid-day (11:00-14:00), PM (16:00-19:00), and Saturday (08:00-20:00). The Developer shall arrange for trip counts required under the Plan to be performed at fixed locations located East-West Highway and the southern entrance to the Proposed Project, and between Queens Chapel Road and the northern entrance to the Proposed Project. Traffic reduction goals in the Plan shall be based upon traffic estimates that have been reviewed and determined to be appropriate by the Transportation Planning Section of M-NCPPC. If traffic reduction goals are not met, the Developer shall institute additional traffic reduction measures as may be required by M-NCPPC.

16. Private Shuttle Service. The Developer shall provide a private shuttle vehicle to and from the Prince George's Plaza Metro station and the College Park Metro station as necessary to achieve a 15 minute headway between 6:30 a.m. to 9:00 a.m. and 4:30 p.m. to 7:00 p.m, Monday through Friday. The Developer may include this requirement as part of the TMP, and the Developer may satisfy this requirement privately or by participating in one or a combination of existing or future adjacent public transportation services. The Developer must provide the Town with the specifications and assurances for any shuttle service prior to issuance of any use and occupancy permit by Prince George's County. The Developer must continue to provide the shuttle service until an alternative is approved by the Town.

17. Transportation Demand Management District. The Developer shall participate with the establishment and maintenance of a Transportation Demand Management District that extends from Paint Branch Parkway to Queensbury Road, and shall provide such financial support for the TDMD as Prince George's County may require.

18. Circulator Bus. The Developer shall make provision at the time of Preliminary Plan of Subdivision that it will participate in a circulator bus program whether operating as part of a TDMD or other effort, and shall contribute funds for this purpose as may be required as part of approval of a Preliminary Plan of Subdivision for the Property.

19. Traffic Control at Baltimore Avenue and Van Buren Street. Prior to approval of any Detailed Site Plan for the Proposed Project by M-NCPPC, the Developer shall submit a traffic signal warrant study following the accepted methodology of Prince George's County Department of Public Works & Transportation or the Maryland State Highway Administration for the intersection of Baltimore Avenue and Van Buren Street. If one or more traffic signals are deemed warranted by the appropriate agency, the Developer shall initiate a bond to secure the entire cost of signal installation prior to the release of any building permits for the Proposed Project and shall agree to install the signals directed by DPW&T or the State Highway Administration. Further, subject to SHA approval, the Developer shall install the traffic control devices as noted on Sheet 4 of the Development Plan (Pork Chops Island) attached to this Agreement as Exhibit ___ to direct traffic so that no traffic may directly access or egress the Property across Baltimore Avenue along Van Buren Street. Both entrances and exits at Woodberry and Wells Parkway, respectively, north and south of the Van Buren Street "gateway," must be right turn only in and out. If for any reason, including lack of warrants or SHA or other required governmental approval, the traffic signal and other traffic control measures described in this paragraph are not installed, or cannot be installed, the Developer may not undertake any development of the Proposed Project.

20. Tree Preservation. Prior to approval of a special permit, special exception, Detailed Site Plan, or grading permit by M-NCPPC or Prince George's County, whichever is first, Developer shall make every effort to meet the County's ten percent tree canopy coverage requirement through the preservation of existing mature woodland, specimen trees and other large existing trees, and landscaping rather than through new plantings, fees in lieu or other mitigation measures.

21. Specialty Grocery Store. The commercial anchor of the Proposed Project will be a Whole Foods specialty grocery store consisting of approximately 32,000 square feet gross floor

area (the “grocery store”) or comparable specialty grocery store constructed and operating in the locations labeled on the Development Plan as “BLOCK 6d RETAIL/COMMERCIAL/OFFICE” (“the Development Site”) on the Development Plan submitted with the application for the Zoning Reclassification.

a. Promptly after approval of the Zoning Reclassification Developer shall file an application with the appropriate government authorities, pursue diligently, and use commercially reasonable efforts to obtain all necessary permits and approvals for the development and operation of the grocery store on the Development Site including, but not limited to approvals of a Preliminary Plat of Subdivision, Detailed Site Plan, Final Subdivision Plat and development and construction permits.

b. Promptly after receipt of all necessary approvals and permits, Developer shall proceed diligently to construct the grocery store on the Development Site, with the expectation that the grocery store will be open for business not later than January 1, 2015 (the “Opening Date”). The Developer and Town understand that Developer’s construction schedule and opening date for the grocery store may be affected by acts of government authorities, acts of *force majeure*, and other acts beyond the control of Developer, but Developer shall use commercially reasonable efforts to achieve the Opening Date.

c. The Town recognizes that lease issues, Whole Foods or Developer business issues, or other factors may prevent Whole Foods from opening the grocery store or may result in Whole Foods closing the grocery store after it has opened. Town agrees that Developer may substitute for Whole Foods another brand name specialty grocery store of similar size and whose operation utilizes comparable product lines, product variety and quality, and service standards. As examples, and not by way of limitation, for purposes of this Paragraph comparable brand name specialty grocery stores would include Trader Joe’s and Fresh Market.

d. For a period of five (5) years from the issuance of a use and occupancy permit for the grocery store, the Development Site may not be used for any purpose other than the grocery store.

22. Tree Conservation. At the time of Preliminary Plan of Subdivision, the Developer shall submit a Type I tree conservation plan that demonstrates that the Prince George’s County woodland conservation threshold has been met on-site to the fullest extent practicable. At a minimum, preservation shall be focused on the highest priority areas on the Property (Forest Stands 1 and 3).

23. Detailed Site Plan Requirements. Any Detailed Site Plan that the Developer submits to M-NCPPC for the Property shall:

a. Ensure that at least 80 percent of the parking for the Proposed Project is in structured parking during all phases of construction after completion of construction of the first multi-family building in the Proposed Project;

b. Preclude vehicular access to the Calvert Hills residential neighborhood to the north and Tuckerman Street to the south of the Property;

c. Include Design Standards for sustainability that address environmental health, air and water quality, energy efficiency, and carbon neutrality; and

d. Terminate Van Buren Street at a building or enhanced park feature.

24. Trip Cap. Establish a trip cap of 548 AM new peak hour trips and 902 PM new peak hour trips for full build out of the development that may be amended, but not increased at the time of Preliminary Plan. The trip cap shall not include purely internal trips.

25. Restriction on Development Activity Without Detailed Site Plan. Developer may not clear-cut or re-grade any portion of the Property until a Detailed Site Plan for that portion of the Property has been approved.

26. Maryland Avenue Extension. Applicant shall make provisions at Preliminary Plan of Subdivision to construct, to at least a similar standard as the existing Maryland Avenue roadway to the immediate south of the Property, an extension of Maryland Avenue from the southern boundary of the Property to where the existing roadway ends north of Tuckerman Street as shown on Schedule 1 attached hereto. Provided that right-of-way exists, construction of the Maryland Avenue extension must be completed before Prince George's County issues the first use and occupancy permit for any retail, office or hotel use on the Property. No portion of any building on the Property may be used or occupied for retail, office, or hotel use until construction of the Maryland Avenue extension has been completed and opened for travel by public safety and emergency service vehicles.

27. CSX Crossing. Prior to the approval of a preliminary plan of subdivision, the Developer shall do the following, all in a manner acceptable to Prince George's County and the Town of Riverdale Park:

a. On the Preliminary Plan show a crossing over the adjacent CSX railroad tracks (the "CSX Crossing"). The "CSX Crossing" shall mean a bridge, raised roadway, underpass or any other type of way, including on-site and off-site approaches, for vehicles, bicycles and pedestrians to pass across the railroad right-of-way to travel between the subject property and lands to the east of the property.

b. Establish a funding mechanism using a combination of public and private funds, subject to any required governmental approval, which must be obtained prior to the first detailed site plan; establish a system of financial assurances, performance bonds or other security to ensure completion of construction and establish a timetable for construction, of the CSX Crossing in accordance with the Preliminary Plan.

c. Provide a letter from the University of Maryland that recommends approval of the CSX Crossing as shown on the Preliminary Plan and identifies the land or right-of-way acquisition cost, if any, necessary for the construction of the CSX Crossing on land owned by the University.

d. Provide cost estimates for the design, permitting and construction of the CSX Crossing, including off-site land or right-of-way acquisition costs, if any.

The Developer shall participate in the design, provision and acquisition of rights-of-way, permitting, funding and construction of the CSX Crossing, equal to half the complete costs, but not to exceed Five Million Dollars (\$5,000,000). The Developer shall make all reasonable efforts to obtain public funding (federal, state, county, municipal) as necessary in addition to its CSX contribution to construct the CSX Crossing. Public funding may include all or a portion supported by tax increment financing as may be authorized in accordance with state and local laws. If the manner of public funding is tax increment financing, or any other funding mechanism that requires the approval of the County Council or other government body or entity, the approval of the County Council and all other government bodies or entities must be obtained prior to the approval of any Detailed Site Plan for the subject property.

The implementation of the CSX Crossing shall be in accordance with the following:

a. Prior to the issuance of any permits for development on the Property the Developer (a) must submit a roadway plan for the location and design of the CSX Crossing to CSX, or to AECOM or other agent designated by CSX, and to the University of Maryland, and (b) must have received letters from both of them that approve and authorize the construction of the CSX Crossing in accordance with the roadway plan subject to approval of the final construction plan by the Department of Public Works and Transportation that the roadway plan is appropriate for construction of the CSX Crossing and has been approved by CSX and the University of Maryland.

b. Developer may not construct more than 100,000 square feet of retail, office and hotel space or for more than 120 residential dwelling units until the Developer (a) has received all necessary permits and approvals for construction of the CSX Crossing, (b) has provided the Prince George's County Department of Public Works and Transportation with all approved financial assurances and performance security to ensure completion of construction of the Crossing, and (c) has commenced construction of the Crossing as verified by the Prince George's County Department of Public Works and Transportation.

c. Developer may not use or occupy more than 100,000 square feet of retail, office and hotel space or more than 120 residential dwelling units until construction of the CSX Crossing is at least 50% complete as verified by the Prince George's County Department of Public Works and Transportation, and the Department of Public Works and Transportation has verified that all approved financial assurances and performance security to ensure completion of construction of the Crossing remain in full force and effect.

d. Developer may not construct more than 382 residential dwelling units until the CSX Crossing is open for use by public vehicular traffic as verified by the Prince George's County Department of Public Works and Transportation.

e. Developer shall timely provide the Town with copies of all submittals, notices, approvals and determinations made pursuant to this Paragraph 27.

28. Entire Agreement. This Declaration contains the entire agreement between the parties with respect to the transactions contemplated herein.

29. Time of Essence. Time is of the essence in this Declaration.

29. Amendment. This Declaration may only be amended by written instrument executed by Developer and the Town and recorded among the Land Records of Prince George's County.

30. Successors and Assigns. Neither Developer nor the Town may assign or transfer their interest in the Declaration without the prior written consent of the other party.

31. Declaration Constituting Covenants Running With the Land. Developer hereby declares that, from and after the date of this Declaration, the Property shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such covenants, conditions, restrictions, use limitations, obligations and as are set forth in this Declaration, all of which covenants, conditions, restrictions, use limitations, obligations, and shall be deemed to run with and bind to the Property and shall be binding on Developer, its, successors and assigns, and shall not be construed merely as personal obligations or covenants of Developer; and shall be for the benefit of the Town, its successors and assigns, and enforceable by it at law or in equity. If the Developer is composed of more than one individual or entity, this Declaration shall be binding upon them jointly and severally.

32. Notices. Any notice or communication required or contemplated by this Declaration shall be deemed given: (i) when deposited the United States Mail, Certified with Return Receipt Requested, postage prepaid; (ii) when delivered by commercial messenger service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the notice address; or (iii) otherwise when actually received at the notice address by the person to whom it is addressed. Notice addresses shall be as follows:

TO DEVELOPER:

Calvin Cafritz Enterprises
Matthew Issembert
1828 L Street, NW, Suite 703
Washington, DC 20036:

With copy to:

Rifkin, Livingston, Levitan & Silver, LLC
Richard K. Reed, Esquire
7979 Old Georgetown Road
Bethesda, Maryland 20814

TO TOWN:

Town of Riverdale Park
c/o Town Administrator
5008 Queensbury Road
Riverdale Park, Maryland 20737

with copy to:

Frederick C. Sussman, Esquire
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street, 4th Floor
Annapolis, Maryland 21401

33. Interpretation: This Declaration has been prepared by all parties hereto, and the language used in this Declaration shall not be construed in favor of or against any particular party or parties, it being the intent of the parties that this Declaration shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party solely because of that party's role in the drafting of this Declaration.

34. Applicable Law, Jurisdiction and Venue: This Declaration is being executed and delivered, and is intended to be performed, in the State of Maryland, and shall be interpreted, construed and enforced in accordance with the laws of such State without regard to those principles governing conflicts or choice of laws. Jurisdiction and venue for any dispute involving the interpretation or breach of this Declaration shall be in Maryland State courts located in Prince George's County, Maryland. To the extent allowed by law, the parties expressly waive the right to bring or remove any such action to a federal Court having jurisdiction. If a proceeding must be brought in a federal court, the action shall be brought in the United States District Court for the District of Maryland.

35. Noncontestibility of Declaration. The parties agree not to challenge or contest, and waive any right to challenge or contest, in any legal or equitable proceeding, in any forum whatsoever, the validity, legality or enforceability of this Declaration or any or all of its provisions, terms or conditions.

36. Declaration Supplementary. This Declaration, and Developer's obligations and Town's rights under this Declaration, are supplementary to any obligations and rights of the parties under statute, ordinance or regulation.

37. Severability. In the event any portion or provision of this Declaration is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Declaration shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Declaration which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

38. Effect of Waiver on Breach. The waiver by any party hereto of a breach of any provision of this Declaration shall not operate or be construed as a waiver of such breach by any other party, as an amendment of this Declaration, or as a waiver of any subsequent breach of the same or any other provision of this Declaration by waiving party or by any other party hereto.

39. Enforcement; Attorney Fees Upon Breach. The Town shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants

and agreements imposed upon the Property, and/or Developer pursuant to the provisions of this Declaration of Covenants. The parties agree that if Developer should breach the terms of this Declaration of Covenants, the Town would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Declaration of Covenants. In any adversarial proceedings between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded, all expenses the prevailing party incurs in those proceedings, including, without limitation, reasonable attorneys' fees and expenses.

40. No Third Party Beneficiaries. This Declaration is not intended to, nor does it convey any rights or remedies whatsoever to any third party.

41. Counterpart. This Declaration may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed and affixed their seals to this Declaration as of the date first above written.

DEVELOPER:

Calvert Tract LLC

By: _____

Name: Calvin Cafritz

Its: Authorized Signatory

STATE OF _____, _____ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2012, appeared _____, known to me or satisfactorily proven to me to be the _____ of CALVERT TRACT, LLC, and the person whose name is subscribed to the within Declaration, and said person acknowledged the within Declaration to be said person's act as _____ of CALVERT TRACT, LLC, and, as such, the act of said limited liability company.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

TOWN OF RIVERDALE PARK:

By: _____
Vernon Archer, Mayor

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2012, appeared VERNON ARCHER, MAYOR OF THE TOWN OF RIVERDALE PARK, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Declaration, and said person acknowledged the within Declaration to be said person's act as Mayor for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

Schedule 1

Sketch of Maryland Avenue Extension

Exhibit A

Agreement To Support Rezoning Classification

Exhibit B

Letter from the Town to the Planning Board