

**TOWN COUNCIL OF CENTREVILLE
RESOLUTION 08-2017**

**A RESOLUTION OF THE TOWN COUNCIL OF CENTREVILLE TO AUTHORIZE
THE EXECUTION OF A FIRST AMENDMENT TO PUBLIC WORKS AGREEMENT
FOR PROVIDENCE FARM, PHASES FOUR AND FIVE**

WHEREAS, The Town Council of Centreville (the "Town") previously entered into a Public Works Agreement with Peter G. Sheaffer ("Sheaffer") for Providence Farm, Phases Four and Five dated April 17, 2014 which provided for the reservation of water and sewer allocations; and

WHEREAS, the Town and Sheaffer wish to extend the time for Sheaffer to apply for building permits and pay for water and sewer allocations and wish to modify the original Public Works Agreement accordingly as is more particularly set forth on the First Amendment to the Public Works Agreement for Providence Farm, Phases Four and Five attached hereto as Exhibit A;

NOW THEREFORE, the Town Council of Centreville hereby resolves as follows:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Resolution;

Section 2. The First Amendment to the Public Works Agreement for Providence Farm, Phases Four and Five attached hereto as Exhibit A is hereby approved;

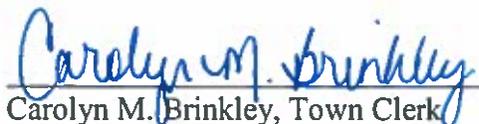
Section 3. This Resolution shall be effective immediately.

READ AND PASSED THIS 4th day of May, 2017.

BY ORDER: We hereby certify that Resolution Number 08-2017 is true and correct and duly adopted by the Town Council of Centreville, Maryland.

ATTEST:

THE TOWN COUNCIL OF CENTREVILLE


Carolyn M. Brinkley, Town Clerk



Timothy E. McCluskey, President



Jim A. Beauchamp, Vice President



Jeffrey C. Morgan, Member

FIRST AMENDMENT TO PUBLIC WORKS AGREEMENT

For

Providence Farm, Phases Four and Five

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT (the “First Amendment”) is made as of the 4th day of Nov, 2017 by and between the **TOWN COUNCIL OF CENTREVILLE**, a municipal corporation of the State of Maryland (the “Town”), and **PETER G. SHEAFFER** (the “Developer”).

WHEREAS, the parties have previously executed a Public Works Agreement dated April 17, 2014 for Providence Farm Phases Four and Five. (the “Agreement”), the terms of which are incorporated herein by reference, and now desire to enter into this First Amendment.

WHEREAS, under the terms of the Agreement, the Town previously reserved twenty-four (24) water and sewer allocations for Providence Farm Phases Four and Five.

WHEREAS, subdivision plats were approved by the Town and recorded containing twenty-four (24) lots (“Lots”) for Phases Four and Five.

WHEREAS, the Agreement provided specific time frame for filing of building permits or purchase of water and sewer allocation, and said time frames have expired, and building permits have been applied for and issued on only six (6) of the twenty-four (24) Lots, leaving eighteen (18) water and sewer allocations remaining.

WHEREAS, the Town and Developer now desire to extend the time in which the Owner may apply for building permits, make payment of the additional 20% deposit, and continue to reserve water and sewer allocations in accordance with the terms of the Amendment and this First Amendment.

WHEREAS, the foregoing recitals are not merely prefatory, but form a part of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this First Amendment, and the mutual covenants and agreements set forth below, the Town and the Developer hereby agree as follows:

1. Section 1.3 and 1.3.1 of the Agreement is hereby deleted and replaced with the following:

1.3. Water and Sewer Allocation Fees. The Developer shall pay to the Town, a Water Allocation Fee, a Sewer Allocation Fee (collectively “the Allocation Fees”) for each of the remaining eighteen (18) lots in the Development as follows:

Sewer and Water Allocation Fee

\$13,774.00 per allocation

1.3.1. The Developer shall pay an additional 20% nonrefundable deposit of \$2,754.80 per available allocation for up to a total of eighteen (18) allocations for the Development upon full execution of this First Amendment, which is in addition to the 20% nonrefundable deposit paid as provided for in the Agreement. Once approved by the Town Council, the water and sewer allocations shall be considered reserved for a period of one (1) years from the date of approval by the Town Council or the latter date that such allocations are made available by the Town, whichever the case may (the "Allocation Expiration Date"). The remaining balance for the Allocation Fees shall be at the then current rate, and be due and payable at the time of the building permit application for each of the 18 lots. The reserved water and sewer allocation shall expire if the related application for the building permit is not received by the Allocation Expiration Date. Notwithstanding the provisions contained herein Section 1.3.1. the Developer may pay the remaining Allocation Fees at any time prior to the Allocation Expiration Date (or any extension thereof), and thereby reserve capacity for the remaining eighteen (18) Lots.

2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. All other Public Works Agreements pertaining to Phases Four or Five of the Providence Farm are null and void except the Agreement (as defined above) and this First Amendment.

4. In the event of any conflict between the terms of the Agreement and that of this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

ATTEST:

Carolyn M. Brinkley

Carolyn M. Brinkley

Carolyn M. Brinkley

WITNESS:

[Signature]

TOWN COUNCIL OF CENTREVILLE:

[Signature] (SEAL)
Timothy E. McCluskey, President

[Signature] (SEAL)
Jim A. Beauchamp, Vice President

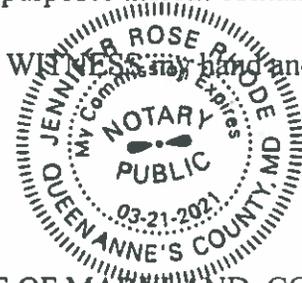
[Signature] (SEAL)
Jeffrey C. Morgan, Member

OWNER/DEVELOPER:

[Signature]
Peter G. Sheaffer

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY, that on this 18 day of April, 2017, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PETER G. SHEAFFER, and that he executed and acknowledged the foregoing instrument for the purposes therein contained.



WITNESSE my hand and Notarial Seal.

Jennifer Rose Rhode
Notary Public
My Commission Expires: 3-21-2021

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY, that on this 4th day of May, 2017, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared TIMOTHY E. McCLUSKEY, JIM A. BEAUCHAM and JEFFREY C. MORGAN, who acknowledged themselves to be the Town Council of Centreville, and that they executed the foregoing instrument for the purposes therein contained.



WITNESSE my hand and Notarial Seal.

Carolyn M. Brinkley
Notary Public
My Commission Expires: 8/21/2020

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sharon VanEmburch, Esquire
Attorney for the Town of Centreville

I HEREBY CERTIFY under the penalties of perjury that the within instrument was prepared by or under the direction of an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]
Joseph A. Stevens, Esquire