



**TUESDAY, JANUARY 21, 2014**  
**(COUNCIL CHAMBERS)**

**7:00 P.M. WORKSESSION – Note Early Start Time**

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**COLLEGE PARK MISSION STATEMENT**

The City of College Park encourages broad community involvement and collaboration, and is committed to enhancing the quality of life for everyone who lives, raises a family, visits, works, and learns in the City; and operating a government that delivers excellent services, is open and responsive to the needs of the community, and balances the interests of all residents and visitors.

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**CITY MANAGER'S REPORT**

**PROPOSED ITEMS TO GO DIRECTLY TO NEXT WEEK'S AGENDA**

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**PROPOSED CONSENT AGENDA ITEMS**

**WORKSESSION DISCUSSION ITEMS**

1. Auditor Presentation on FY '13 CAFR – Tim Sawyer, Barbacane, Thornton & Company
2. Briefing on status of College Park–Riverdale Park Transit District Overlay Zone Update - Chad Williams, M-NCPPC
3. Presentation from Aaron Marcavitch, Executive Director, Maryland Milestones/ATHA, Inc., on bicycle tourism plan
4. Presentation of final design for Hollywood Gateway Park – Zolna Russell, Floura/Teeter
5. Amendments to the Conceptual Site Plan for Greenbelt Station 01008/02 (north and south) – Terry Schum
6. Greenbelt Station North Core Declaration of Covenants and Agreement– Garth Beall
7. Annual Liquor License Renewals - Bob Ryan, Director of Public Services
8. Comments on County's draft Stormwater Design Manual

9. Extension of Comcast Franchise Agreement During Informal Negotiations – Suellen Ferguson, City Attorney
10. Review of Legislation – Bill Gardiner, Assistant City Manager
11. Agenda items for January 30 Four Cities Meeting (hosted by College Park)
12. Appointments to Boards and Committees

COUNCIL COMMENTS

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**INFORMATION/STATUS REPORTS FOR COUNCIL REVIEW**

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This agenda is subject to change. For current information, please contact the City Clerk. In accordance with the Americans With Disabilities Act, if you need special assistance, you may contact the City Clerk's Office at 240-487-3501 and describe the assistance that is necessary.

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**Auditor  
Presentation  
on FY '13  
CAFR  
(Please bring your  
CAFR With You To  
The Meeting)**

December 2, 2013

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The Mayor and Members of Council  
City of College Park, Maryland

We have audited the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the City of College Park (the "City") for the year ended June 30, 2013 and have issued our report thereon dated December 2, 2013. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter dated July 1, 2013. Professional standards also require that we communicate to you the following information related to our audit.

#### Significant Audit Findings

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of College Park, Maryland are described in Note 1 to the financial statements. The City adopted the requirements of GASB Statement No. 61, "The Financial Reporting Entity: Omnibus;" GASB Statement No. 62, "Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements;" GASB Statement No. 63, "Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources and Net Position;" and GASB Statement No. 65, "Items Previously Reported as Assets and Liabilities." We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were the accumulated depreciation, accounts receivable and compensated absences.

- Management's estimate of the accumulated depreciation is based on the straight-line method of depreciation over the estimated useful lives of the assets.
- Management's estimate of accounts receivable is based on the collectability of prior year receivables.
- Management's estimate of compensated absences is based on estimates of the amounts owed by the City according to the City's policy.

We evaluated the key factors and assumptions used to develop the above estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent and clear.

#### Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. No misstatements were detected as a result of our audit procedures.

#### Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 2, 2013.

#### Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

The Mayor and Members of Council  
City of College Park, Maryland  
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This information is intended solely for the information and use of the Mayor, members of Council and management of the City of College Park, Maryland, and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

*Barbacane, Thornton & Company LLP*

BARBACANE, THORNTON & COMPANY LLP

/nrh

fst\collegepark2013.sas-gas

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Status of College  
Park–Riverdale  
Park Transit  
District Overlay  
Zone Update

3

Maryland  
Milestones/  
ATHA, Inc.,  
bicycle tourism  
plan

4

# Final Design for Hollywood Gateway Park

5

**Amendments to  
the Conceptual  
Site Plan for  
Greenbelt  
Station 01008/02**

## MEMORANDUM

**TO:** Mayor and Council

**FROM:** Terry Schum, Planning Director *ts*

**THROUGH:** Joseph L. Nagro, City Manager

**DATE:** January 17, 2014

**SUBJECT:** Conceptual Site Plan Amendment CSP-01008-02  
Greenbelt Station

### ISSUE

This is an application to amend the Conceptual Site Plan for Greenbelt Station that was originally approved in 2001, reconsidered and approved by the Planning Board with conditions in 2005, revised and approved with conditions by the Planning Board and District Council in 2006, and finally reconsidered and approved by the Planning Board in 2012 with 63 conditions. The subject amendments involve requests to eliminate two conditions, realign trails, remove the pedestrian overpass and realign the north/south connector road. The Planning Board hearing will be held on January 30, 2014. The county technical staff report is not yet available. The entire site is within the City of Greenbelt municipal limits.

### SUMMARY

The conceptual site plan covers both the north and south cores of Greenbelt Station, which are now owned by different entities. The initial amendment was submitted by the owner of the south core, NVR MS Cavalier Greenbelt LLC (Woodlawn Development) who purchased the entire south core from Sun Trust Bank after the property was foreclosed. This included two requests described in a Statement of Justification dated August 30, 2013 (Attachment 1). The first request is to remove Condition No. 1.c.1.i., which requires the construction of two over two condominiums that contain commercial retail/office space on the first floor. The applicant's analysis indicates that these units are not feasible and the City of Greenbelt agrees.

The second request is to remove Condition No. 1.c.1.ii., which requires that a minimum of 80,000 square feet of commercial retail/office be constructed prior to the issuance of residential building permits in excess of 785 dwelling units and that this minimum may be reduced to 60,000 square feet upon demonstration that the space has not been determined to be commercially feasible. An economic analysis report submitted by the applicant (Attachment 2) finds that the proposed neighborhood will not have sufficient

critical mass to support any appreciable amount of commercial/retail space on its own. Instead, the applicant proposes a new condition that reads as follows, "the applicant shall designate an area for potential retail on a .5acre site adjacent to the central park, west of Greenbelt Station Parkway, for the south core. However, if prior to the issuance of the 450<sup>th</sup> building permit, the retail is not economically feasible (demonstrated by executed sales or leasing agreement), the .5 acre area can convert to public parkland." The City of Greenbelt supports this revision.

A third request involves the realignment of the stream valley trail in the south core to the east side of Indian Creek due to topographical restrictions that make the original alignment infeasible. The City of Greenbelt agrees with this general shift but is examining additional revisions that may be desirable.

On December 19, 2013, a supplemental Statement of Justification (Attachment 3) was submitted by the applicant requesting that the requirement in Condition 43 for a pedestrian overpass connecting the south core to the City of College Park be eliminated. Condition 43 states that the general location of the pedestrian overpass on the west side of the railroad shall be between Huron Street and the College Park Public Works facility and that both the Cities of College Park and Greenbelt shall review and approve the location and design of the overpass. The City of Greenbelt supports the elimination of this requirement and the City of College Park has debated this issue for many years. In 2012, when the city renegotiated the Declaration of Covenants and Development Agreement for the south core, this requirement was not included due to recognition of the difficulty of locating and constructing such a facility and the lack of consensus in the North College Park area supporting it.

On December 20, 2013, a supplemental Statement of Justification was submitted by the attorney representing the owners of the north core (Attachment 4). This statement supports the amendments for the south core and requests a change to the alignment of the connector road (Greenbelt Station Parkway) in the north core in order to accommodate the requirements of the General Services Administration in their solicitation for a new location for the headquarters of the Federal Bureau of Investigation. The alignment is proposed to shift from the east along the Indian Creek environmental preservation area to the center of the site as shown on Attachment 5 and will not result in any additional environmental disturbances. This road will include pedestrian and bicycle facilities but in the interim, the south core developer will construct a hiker/biker trail along the ridge alignment to the west in order to provide a connection between the south core and the metro station. The City of Greenbelt supports the realignment of the north/south connector road.

## **RECOMMENDATION**

Staff recommends supporting the requested amendments to Conditions 1.c.1. and 1.c.ii. as well as the requested realignment of the north/south connector road. Further discussion is needed with the City Council and the City of Greenbelt regarding proposed

changes to the trails and pedestrian overpass.

## **ATTACHMENTS**

1. Statement of Justification dated 8/30/13
2. Economic Analysis, South Core
3. Statement of Justification dated 12/19/13
4. Statement of Justification dated 12/20/13
5. Proposed Revisions to CSP

**Norman D. Rivera, Esquire**  
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17251 Melford Boulevard Suite 200  
Bowie, MD 20715  
301-352-4973 Direct  
301-580-3287 Mobile  
[normanrivera2012@gmail.com](mailto:normanrivera2012@gmail.com)

STATEMENT OF JUSTIFICATION

August 30, 2013

**Greenbelt Station-South Core  
Proposed Amendment to Conceptual Site Plan  
CSP-01008/01**

Please consider this letter a formal request to revise the Greenbelt Station-South Core Conceptual Site Plan (CSP-01008/01). This request is to revise Conditions No. 1.c.1.i and 1.c.1.ii of the District Council's approval of CSP-01008/01, which state the following:

- i. *A single building of two over two condominiums will contain commercial retail/office space on the first floor, which shall be constructed on the east side of the connector road prior to the issuance of residential building permits in excess of 100 dwelling units on the east side of the connector road. If deemed successful under commercially reasonable standards\*, the applicant may construct additional similar buildings.*
- ii. *A minimum of 80,000 square feet of commercial retail/office shall be constructed prior to the issuance of residential building permits in excess of 785 dwelling units. The minimum square footage may be reduced to 60,000 SF upon a demonstration that the space has not been determined to be commercially feasible\*.*

*\*If the applicant constructs the space and the applicant has continuously marketed the space for a period of one hundred eighty (180) days through an exclusive listing agent, and had been unable to obtain a user, said effort shall constitute a satisfactory demonstration to justify a waiver or modification of said requirement. The Planning Board's waiver of the commercial space requirements will not be unreasonably withheld, conditioned or delayed but does not prohibit a revision to the plan to provide commercial space in the future. The space may then be converted or marketed as residential space.*

We respectfully request the removal of Condition No. 1.c.1.i, the live/work building requirement. We have carefully evaluated live/work units for years and based on our analysis, the live/work

units are not feasible for numerous reasons. First and foremost, live/work units have proven to only succeed in dense, urban, downtown cities, such as Washington, DC, New York and Boston. The Greenbelt Station-South Core is not planned as a dense, urban location. The County has attempted to facilitate the implementation of live/work units in several recent projects, none of which have proven successful. We have raised this issue with the City of Greenbelt, which is not opposed to the removal of the live/work units.

We also respectfully request the removal of Condition No. 1.c.1.ii and replacement with the following:

The applicant shall designate an area for potential retail on a .5 acre site adjacent to the central park, west of Greenbelt Station Parkway, for the south core. However, if prior to the issuance of the 450th building permit, the retail is not economically feasible (demonstrated by executed sales or leasing agreement), the .5-acre area can convert to public parkland.

In support of the removal of the commercial retail/office space, enclosed is an economic analysis report prepared by Lipman, Frizzell, & Mitchell, LLC. The findings of the report include the following:

“The amount of commercial/retail space which the subject neighborhood might in theory be able to support based on residents’ spending power is approximately 4,315 sq.ft. in 2013—growing to 10,286 sq.ft. in 2015 and subsequent years. The residential neighborhood is simply too small to support any appreciable amount of commercial/retail space on its own. The cul-de sac nature of the neighborhood does not facilitate the entry of other consumers to build sufficient retail traffic. In particular, absent a supermarket anchor for the commercial/retail space (which would draw consumer traffic on loyal and approximately weekly trips), the un-anchored commercial space will not typically have sufficient “critical mass” to have a high capture rate of residents’ spending.” (Page 4)

In addition to the economic analysis report, the recently adopted *Preliminary Greenbelt Metro Area and MD 193 Corridor Sector Plan and Proposed Sectional Map Amendment* recognizes that there is an over abundance of retail in the Sector Plan area. The excess retail space has lead to increased vacancies near Greenbelt Station-South Core and in the overall Sector Plan area. The Sector Plan in several locations (See Pages 56, 57, 60, 87, 92, 100, 141-143, 164, 184, & 242 attached) recognizes the over abundance and is supportive of the removal of retail and conversion to open space/recreational and townhouse uses. The Sector Plan explicitly states as a proposed Action Step, MNCPPC, municipal, and developer support of the acquisition or dedication of additional open space in the South Core for recreation uses if the market for retail development is not realized (See Page 184). The specified half-acre area is required to be designated and marketed for retail before conversion to public parkland per the City of Greenbelt’s Development Agreement.

Lastly, enclosed is a letter in support of this request to remove the commercial retail/office space from Kap Kapistan of the Quantum Companies. The Quantum Companies is the owner of the adjacent Beltway Plaza property.

Therefore, for the above reasons and attached documentation, we hereby request that Condition No. 1.c.1.i and 1.c.1.ii of CSP-01008/01 for Greenbelt Station-South Core be removed in its entirety and replaced with the language provided above.

The enclosed Conceptual Site Plan reflects the proposed revisions to the overall development levels. In addition, a realignment of the stream valley trail was found to be necessary due to topographical restrictions. Therefore, the enclosed plan now proposes to relocate this trail to the east side of Indian Creek.

We look forward to working with you and your staff on the enclosed application. Thank you in advance for your attention to this matter. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,



Norman D. Rivera

NDR:jl  
Attachments

**GREENBELT STATION  
SOUTH CORE RETAIL**  
*ECONOMIC ANALYSIS*

Prepared For:

**CRM Mid-Atlantic Properties, LLC**  
c/o Sun Trust Bank  
25 Park Place—8<sup>th</sup> Floor  
MC GA-Atlanta-0925  
Atlanta, GA 30303

Submitted by:

**Lipman Frizzell & Mitchell LLC**  
6240 Old Dobbin Lane  
Suite 140  
Columbia, Maryland 21045

October 15, 2011

# LIPMAN FRIZZELL & MITCHELL LLC

Brooks • Thomas • Cronyn

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REAL ESTATE CONSULTANTS

6240 Old Dobbin Lane  
Suite 140  
Columbia, Maryland 21045  
(410) 423-2300

*Joseph M. Cronyn, Principal*  
*Direct: (410) 423-2372*  
*Fax: (410) 423-2373*  
*E-mail: [jcronyn@lfmvalue.com](mailto:jcronyn@lfmvalue.com)*

October 15, 2011

CRM Mid-Atlantic Properties, LLC  
c/o Sun Trust Bank  
25 Park Place—8th Floor  
MC GA-Atlanta-0925  
Atlanta, GA 30303  
Attention: Mr. Andy Kroll

**SUBJECT: Greenbelt Station South Core Retail  
Economic Analysis**

Dear Mr. Kroll:

Enclosed please find Lipman Frizzell & Mitchell's analysis of certain market issues regarding the retail development proposed for the Greenbelt Station South Core land located in the City of Greenbelt, Prince George's County, Maryland.

LF&M finds that there is market support from residents of Greenbelt Station South Core for only approximately one-eighth of the commercial space proposed. We also find that commercial space is unlikely to be developed due to the site's problems with regard to sufficient traffic and visibility, scale and financing. Commercial development at any scale is highly problematical in Greenbelt Station South Core now and at any time in the future.

It has been a pleasure working with you on this assignment. Should you have any questions or comments, please call me at (410) 423-2372.

Sincerely,  
LIPMAN FRIZZELL & MITCHELL LLC

*Joseph M. Cronyn*

Joseph M. Cronyn  
Member

## EXECUTIVE SUMMARY

Lipman Frizzell & Mitchell LLC (LF&M) has been engaged by CRM Mid-Atlantic Properties, LLC by CRM Properties Manager, LLC, its sole member (Developer), to conduct an independent economic analysis of market support for retail development within the proposed Greenbelt Station South Core (subject) neighborhood. The subject neighborhood is located within the City of Greenbelt in Prince George's County, Maryland.

### Purpose of the Assignment

The Greenbelt Station South Core development is being re-planned to better respond to residential and retail market demand in the aftermath of the bursting of the Housing Bubble. In particular, the Developer is in negotiation with government agencies over the scale of retail which might be supported in this location now and in the foreseeable future. The advice of a third-party real estate economist is sought to recommend the retail floor area and absorption period which the market are most likely to support in Greenbelt Station South Core, given other changes which are taking place in the development and its retail environment.

### Findings

LF&M examines market support for the proposed commercial/retail space based on the spending of neighborhood residents. Our analysis incorporates the following elements:

- Development Plan - The subject neighborhood is planned as a substantial, 800-unit residential enclave including 80,000 sq.ft. of commercial/retail space, well located within the City of Greenbelt. The neighborhood is centered on Greenbelt Station Parkway with good access to Greenbelt Road, but essentially a cul-de-sac for at least the foreseeable future.
- Residential Component - The residential component of the neighborhood is planned to begin lot sales as early as the fourth quarter of 2012. Based on the Developer's schedule, the neighborhood could be built-out and occupied as early as 2015. Growing from 68 resident households in the first year up to 785 households at build-out, aggregate household income on the property is estimated at \$65.4 million by the end of 2015.
- Greenbelt Retail Supply - The competitive retail supply within and immediately adjoining the subject's Greenbelt area is extensive, totaling almost 1.5 million sq.ft. of leasable area in shopping centers as well as numerous smaller commercial properties lining Greenbelt Road. The existing retail supply is observed to have high occupancy.

- Supportable Retail Space - The amount of commercial/retail space which the subject neighborhood might in theory be able to support based on residents' spending power is approximately 4,315 sq.ft. in 2013—growing to 10,286 sq.ft. in 2015 and subsequent years. The residential neighborhood is simply too small to support any appreciable amount of commercial/retail space on its own. The cul-de-sac nature of the neighborhood does not facilitate the entry of other consumers to build sufficient retail traffic. In particular, absent a supermarket anchor for the commercial/retail space (which would draw consumer traffic on loyal and approximately weekly trips), the un-anchored commercial space will not typically have sufficient "critical mass" to have a high capture rate of residents' spending.
- Development Realities - Whatever the (minimal) theoretical support which the Greenbelt Station South Core residents might be able to offer the proposed 80,000 sq.ft. of commercial/retail space, LF&M judges that the realities of commercial development indicate that development will not happen due to lack of traffic, visibility and critical mass—rendering the space unfinanceable.

Unless the space were constructed by a strong-credit owner-occupant, it could not be financed even in an economy better than today's. Such an occupant would be a "destination" and generate its own traffic. Even with such an occupant, ground level retail would be very hard to support.

LF&M finds, therefore, that there is market support from residents of Greenbelt Station South Core for only approximately one-eighth of the commercial space proposed. We also find that commercial space is unlikely to be developed due to the site's problems with regard to sufficient traffic and visibility, scale and financing. Commercial development at any scale is highly problematical in Greenbelt Station South Core now and at any time in the future.

## I. INTRODUCTION

Lipman Frizzell & Mitchell LLC (LF&M) has been engaged by CRM Mid-Atlantic Properties, LLC by CRM Properties Manager, LLC, its sole member (Developer), to conduct an independent economic analysis of market support for retail development within the proposed Greenbelt Station South Core (subject) neighborhood. The subject neighborhood is located within the City of Greenbelt in Prince George's County, Maryland.

### A. PURPOSE OF THE ASSIGNMENT

The Greenbelt Station South Core development is being re-planned to better respond to residential and retail market demand in the aftermath of the bursting of the Housing Bubble. In particular, the Developer is in negotiation with government agencies over the scale of retail which might be supported in this location now and in the foreseeable future. The advice of a third-party real estate economist is sought to recommend the retail floor area and absorption period which the market are most likely to support in Greenbelt Station South Core, given other changes which are taking place in the development and its retail environment.

### B. SCOPE OF WORK

LF&M has analyzed the market support for commercial/retail space at the Greenbelt Station South Core neighborhood site. In order to assess the extent of market support for commercial/retail uses on the subject site, we have investigated pertinent demand and supply factors through a work plan which includes:

- Reviewing available plans for the Greenbelt South Core neighborhood including residential product mix, pricing and absorption assumptions;
- Inspecting and evaluating the site;
- Estimating the aggregate household income, disposable income and spending patterns of residential development within Greenbelt South Core neighborhood;
- Analyze traffic patterns/volumes and other factors which will affect usage of the proposed facility;
- Evaluating the development potential of the subject site from the perspective of retail developers and retailers;
- Evaluating the subject's niche within its competitive environment by inspecting retail facilities along Greenbelt Road and in nearby locations;
- Calculating aggregate and retail spending of Greenbelt South Core residents;
- Gauging the likely interest of commercial developers in Greenbelt South Core's available retail sites;
- Drawing conclusions regarding the market support for retail uses in Greenbelt South Core based on above analysis of supply and demand issues;

- Summarize analysis and conclusions in a comprehensive report suitable for submission to public authorities.

All financial estimates are stated in 2011 dollars.

## **C. ORGANIZATION OF REPORT**

This report is organized in four sections. Following this introduction, Part II reviews Greenbelt Station South Core plans, the location of the property, the nature of surrounding land uses, and highway access. Part III reviews the supply of commercial/retail space currently serving Greenbelt area consumers and its competitive characteristics. Part IV analyzes the characteristics of consumer demand within the subject neighborhood and calculates the amount of commercial/retail space which the neighborhood is likely to support.

## **D. UNDERLYING ASSUMPTIONS & LIMITING CONDITIONS**

Lipman Frizzell & Mitchell, LLC believes its data estimates and analytical methodologies to be reasonable and appropriate to the type of market analysis required by retailers assessing site locations and by Prince George's County in this proceeding.

The conclusions reached in market feasibility analyses, however, are inherently subjective and should not be relied upon as a determinative predictor of results that will actually occur in the marketplace. Such a study is not a substitute for management's ultimate decision-making responsibilities. There can be no assurance that the estimates made or assumptions employed in preparing this report will in fact be realized or that other methods or assumptions might not be appropriate.

The conclusions expressed in this report are as of the date of this report, and an analysis conducted as of another date may require different conclusions. The actual results achieved will depend on a variety of factors including the performance of management, the impact of changes in general and local economic conditions and the absence of material changes in the regulatory or competitive environment. LF&M's underlying assumptions and limiting conditions are further delineated in Appendix A.

## II. SITE ANALYSIS

In this section, LF&M briefly describes Greenbelt Station South Core and its development plan in context, proceeding then to forecast absorption and incomes of its resident households. The scale of available buying power from resident households is critical to the success of commercial/retail development planned to serve the neighborhood market.

### A. GREENBELT STATION

The proposed Greenbelt Station South Core mixed use development is the near-term component of the much larger Greenbelt Station mixed use, Transit-Oriented Development (TOD)—totaling approximately 240 acres. Greenbelt Station overall is located between the inner loop of the Capital Beltway (I-495/I-95) on the north and Greenbelt Road on the south. Greenbelt Station will have two principal concentrations of development, separated by Narragansett Run and wetlands conservation areas.

#### Greenbelt Station South Core

The South Core mixed use neighborhood was originally planned to include 961 residential units and an upscale 110,000 sq.ft. supermarket-anchored neighborhood shopping center with residential uses above some of the retail.

Greenbelt Station Parkway provides access into the South Core site from Greenbelt Road and is the north-south transportation spine for the development, with public streets entering from the right and left. The parkway is four lanes with median strip and terminates at the Narragansett Run/wetlands area. Though the parkway might someday connect through to the North Core area, timing is uncertain at best and dependent on development of the North Core.

Given changes in the real estate market and lack of connection to the North Core area in the foreseeable future, the Developer has re-designed the South Core to now include 800 residential units and 80,000 sq.ft. of commercial/retail space.

#### Greenbelt Station North Core

The North Core mixed use neighborhood has been planned as a regional town center with more urban characteristics including: structured parking; multiple modes (Metro subway, Metrobus, MARC commuter rail) of public transportation; 1,200 residential units; 1.1 million sq.ft. of upscale retail; 1.2 million sq.ft. of office space; 300-room full-service hotel; with meeting and ballroom space.

## B. SURROUNDING LAND USES

The primary uses now in the Greenbelt Station South Core immediate surrounding area are transportation, residential, commercial and industrial:

- Transportation - The property is bounded by the CSX/Metro/MARC railroad line on the west and Greenbelt Road on the south.
- Residential - Moderate density suburban residential development surrounds the subject to the east in the City of Greenbelt across Cherrywood Lane, to the west in the City of College Park and to the south in the Town of Berwyn Heights.
- Commercial - Greenbelt Road (MD Route 193) to the south is a major commercial concentration within Prince George's County including the regional Beltway Plaza Mall, Golden Triangle Office Park and other smaller retail and office strip developments.
- Industrial - Along the rail line, the Branchville Industrial Park to the west of the tracks and the Washington Post College Park plant to the south of Greenbelt Road are important presences.

Other significant uses nearby include the University of Maryland's College Park campus and associated spin-off development to the south and west, and the Greenbelt Park to the south and east.

The character of the immediate environs is typically Inner Beltway suburban, with moderate density residential development interspersed with commercial and institutional/public uses along major transportation routes.

## C. TRAFFIC/TRANSPORTATION

Within the local road network, Greenbelt Road (MD Route 193) carries approximately 46,000 trips per day. Greenbelt Road carries a high traffic volume and is defined as an arterial road in the County master plan. It has six through-lanes divided by a median strip and a 40-45 MPH speed limit through the area.

Nearby, the regional highway system also exhibits high traffic volumes: Baltimore Avenue (US Route 1) at approximately 50,000 trips per day; Kenilworth Avenue (MD Route 201) at approximately 47,000 trips per day; and the Capital Beltway (I-495) at approximately 210,000 trips per day.

The South Core neighborhood shopping center site is accessed only from Greenbelt Road. If the North Core is built out, the Greenbelt Station Parkway will be extended and a higher volume of through-traffic will be available.

Access to/visibility from well-traveled roads is critical to the siting of commercial/retail uses. LF&M finds that the South Core property, though located proximate to important highways within the regional and local transportation network, is essentially a dead-end location—without the advantage of ample through-traffic.

## **D. SOUTH CORE RESIDENTIAL DEVELOPMENT**

The Developer has revised plans for the South Core to include 800 residential units and 80,000 sq.ft. of commercial/retail space.

As outlined in Table II-1, lot sales to the builders are anticipated to begin in the fourth quarter of 2012 for a variety of residential product ranging from apartments and stacked condominium townhomes up to 24'-wide townhomes. Further, LF&M assumes that the move-in schedule for households will lag lot sales as follows:

- By six months for the for-sale townhome units.
- By nine months for the apartment units, with absorption of 20 units per month up to a stabilized occupancy of 95%.

In Table II-2, LF&M calculates the household incomes which are required to afford the South Core for-sale residential units. The homes are anticipated to have base prices ranging from \$265,000 (stacked condo townhome units) to \$364,285 (24' townhomes). We have assumed that, overall, homebuyers will be purchasing 5% in options (increasing the base prices) and will have low downpayments—requiring FHA or similar mortgage financing. Household incomes for homebuyers, then, are estimated to range from \$87,103 up to \$118,773 annually.

In addition, we assume that the average rent in the multifamily apartments is \$1,500 per month. Using a standard landlord income qualification ratio of 30%, LF&M estimates the average renter household income at \$60,000.

Finally, in Table II-3, LF&M forecasts the aggregate household income of South Core residents over the three year move-in schedule based on the above estimates. The aggregate household income of South Core residents grows from \$6.74 million in the second quarter of 2013 (only 68 households) up to \$65.4 million in the third quarter of 2015 (785 households).

We note that all financial figures are stated in 2011 dollars and are not adjusted for inflation in our out-year forecasts.

Table II-1  
**GREENBELT STATION SOUTH CORE**  
 Residential Lot Absorption Schedule  
 By Quarter

Residential Lot Absorption Schedule

Units	2012				2013				2014				2015			
	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
16' Townhome	155			20	20	20	20	20	20	20	15					
20' Townhome	151			20	20	20	20	20	20	20	11					
24' Townhome	61			14	14	14	14	5								
Stacked Condo Townhome	131			14	14	14	14	14	14	14	14	14	5			
Multifamily Apartments	302			302												
<b>Total</b>				<b>370</b>	<b>68</b>	<b>68</b>	<b>68</b>	<b>59</b>	<b>54</b>	<b>54</b>	<b>40</b>	<b>14</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>

Household Move-In Schedule

Units	2012				2013				2014				2015			
	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
16' Townhome	155					20	20	20	20	20	20	20	15	0	0	0
20' Townhome	151					20	20	20	20	20	20	20	11	0	0	0
24' Townhome	61					14	14	14	14	14	5	0	0	0	0	0
Stacked Condo Townhome	131					14	14	14	14	14	14	14	14	14	5	0
Multifamily Apartments	302							60	60	60	60	47				
<b>Total</b>					<b>0</b>	<b>68</b>	<b>128</b>	<b>128</b>	<b>128</b>	<b>128</b>	<b>119</b>	<b>101</b>	<b>54</b>	<b>40</b>	<b>14</b>	<b>5</b>

Notes: Lot sales schedule provided by Roseview Group  
 Move-In schedule estimated by LFM:  
 - Homeowners move in 6 mos. after lot sale  
 - Renters move in @ 20 per month, beginning 9 mos. after lot sale; 95% stabilized occupancy assumed.

Table II-2  
**GREENBELT STATION SOUTH CORE**  
Homeownership Affordability Analysis  
Monthly Payments & Required Incomes by Unit Type  
(\$2011)

	16' Townhome	20' Townhome	24' Townhome	Stacked Condo Townhome
<b>BASE PRICE:</b>	<b><u>\$275,000</u></b>	<b><u>\$314,285</u></b>	<b><u>\$364,285</u></b>	<b><u>\$265,000</u></b>
<b>SALES PRICE:</b>				
Base Price	\$275,000	\$314,285	\$364,285	\$265,000
Options	\$13,750	\$15,714	\$18,214	\$13,250
Total Sales Price	\$288,750	\$329,999	\$382,499	\$278,250
<b>MORTGAGE:</b>				
Downpayment	\$28,875	\$33,000	\$38,250	\$27,825
Mortgage Insurance (Prepaid)	\$2,599	\$2,970	\$3,442	\$2,504
Mortgage Amount	\$262,474	\$299,969	\$347,692	\$252,929
Monthly Principal & Interest	\$1,490	\$1,703	\$1,974	\$1,436
<b>OTHER MONTHLY EXPENSES:</b>				
County Property Tax	\$221.76	\$253.44	\$293.76	\$213.70
State Property Tax	\$25.87	\$29.57	\$34.27	\$24.93
Greenbelt Property Tax	\$182.03	\$208.03	\$241.13	\$175.41
Mortgage Insurance (Annual)	\$54.68	\$62.49	\$72.44	\$52.69
Insurance	\$72.19	\$82.50	\$95.62	\$69.56
Condo/HOA Fee	\$60.00	\$60.00	\$60.00	\$60.00
<b>TOTAL MONTHLY PAYMENT:</b>	<b><u>\$2,106.83</u></b>	<b><u>\$2,399.23</u></b>	<b><u>\$2,771.38</u></b>	<b><u>\$2,032.40</u></b>
<b>REQUIRED GROSS INCOME:</b>				
Monthly (28% front-end ratio)	\$7,524	\$8,569	\$9,898	\$7,259
Annual	\$90,293	\$102,824	\$118,773	\$87,103

**Assumptions:**

Mortgage Interest Rate (30 yr. fixed)	<u>5.5%</u>
Average Options Purchased (%)	<u>5.0%</u>
Downpayment (%)	<u>10.0%</u>
Mortgage Insurance (Prepaid)	<u>1.0%</u>
Mortgage Insurance (Annual)	<u>0.25%</u>
Assessment Ratio	<u>96.0%</u>
Prince George's Tax Rate	<u>\$0.96</u>
Maryland Tax Rate	<u>\$0.112</u>
City of Greenbelt Tax Rate	<u>\$0.788</u>
Homeowners Insurance (per \$1,000 value)	<u>\$0.25</u>
Condo/HOA Fee	<u>\$60.00</u>

Table II-3  
 GREENBELT STATION SOUTH CORE  
 Resident Aggregate Household Income  
 By Quarter & Cumulative  
 (\$2011)

Aggregate Household Incomes

	Price	Income	2012				2013				2014				2015			
			1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
16' Townhome	\$275,000	\$90,293					\$1,805,860	\$1,805,860	\$1,805,860	\$1,805,860	\$1,805,860	\$1,805,860	\$1,805,860	\$1,354,395	\$0	\$0	\$0	
20' Townhome	\$314,685	\$102,824					\$2,056,480	\$2,056,480	\$2,056,480	\$2,056,480	\$2,056,480	\$2,056,480	\$2,056,480	\$1,131,064	\$0	\$0	\$0	
24' Townhome	\$364,685	\$118,773					\$1,662,822	\$1,662,822	\$1,662,822	\$1,662,822	\$593,865	\$0	\$0	\$0	\$0	\$0	\$0	
Stacked Condo Townhome	\$265,000	\$87,103					\$1,219,442	\$1,219,442	\$1,219,442	\$1,219,442	\$1,219,442	\$1,219,442	\$1,219,442	\$1,219,442	\$1,219,442	\$435,515	\$0	
Multifamily Apartments		\$60,000						\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	\$2,820,000	\$0	\$0	\$0	\$0	
<b>Total</b>							<b>\$6,744,604</b>	<b>\$10,344,604</b>	<b>\$10,344,604</b>	<b>\$10,344,604</b>	<b>\$9,275,647</b>	<b>\$7,901,782</b>	<b>\$5,081,782</b>	<b>\$3,704,901</b>	<b>\$1,219,442</b>	<b>\$435,515</b>	<b>\$0</b>	

Cumulative Aggregate Household Incomes

	Units	2012				2013				2014				2015			
		1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
16' Townhome	155					\$1,805,860	\$3,611,720	\$5,417,580	\$7,223,440	\$9,029,300	\$10,835,160	\$12,641,020	\$13,995,415	\$13,995,415	\$13,995,415	\$13,995,415	
20' Townhome	151					\$2,056,480	\$4,112,960	\$6,169,440	\$8,225,920	\$10,282,400	\$12,338,880	\$14,395,360	\$15,526,424	\$15,526,424	\$15,526,424	\$15,526,424	
24' Townhome	61					\$1,662,822	\$3,325,644	\$4,988,466	\$6,651,288	\$7,245,153	\$7,245,153	\$7,245,153	\$7,245,153	\$7,245,153	\$7,245,153	\$7,245,153	
Stacked Condo Townhome	131					\$1,219,442	\$2,438,884	\$3,658,326	\$4,877,768	\$6,097,210	\$7,316,652	\$8,536,094	\$9,755,536	\$10,974,978	\$11,410,493	\$11,410,493	
Multifamily Apartments						\$0	\$3,600,000	\$7,200,000	\$10,800,000	\$14,400,000	\$17,220,000	\$17,220,000	\$17,220,000	\$17,220,000	\$17,220,000	\$17,220,000	
<b>Total</b>						<b>\$0</b>	<b>\$6,744,604</b>	<b>\$17,089,208</b>	<b>\$27,433,812</b>	<b>\$37,778,416</b>	<b>\$47,054,063</b>	<b>\$54,955,845</b>	<b>\$60,037,627</b>	<b>\$63,742,528</b>	<b>\$64,961,970</b>	<b>\$65,397,485</b>	<b>\$65,397,485</b>

Notes: Lot sales schedule provided by Roseview Group  
 Move-In schedule estimated by LFM:  
 - Homeowners move in 6 mos. after lot sale  
 - Renters move in @ 20 per month, beginning 9 mos. after lot sale; 95% stabilized occupancy assumed.

## **E. SUMMARY**

The proposed Greenbelt Station South Core neighborhood is planned as a substantial, 800-unit residential enclave including 80,000 sq.ft. of commercial/retail space, well located within the City of Greenbelt. The neighborhood is centered on Greenbelt Station Parkway with good access to Greenbelt Road, but essentially a cul-de-sac for at least the foreseeable future.

The residential component of the neighborhood is planned to begin lot sales as early as the fourth quarter of 2012. Based on the Developer's schedule, the neighborhood could be built-out and occupied as early as 2015. Growing from 68 resident households in the first year up to 785 households at build-out, aggregate household income on the property is estimated at \$65.4 million by the end of 2015.

### III. RETAIL SUPPLY

In this section, LF&M surveys the existing retail supply within the Greenbelt area which might impact commercial/retail development in the Greenbelt Station South Core. We comment on the locational and other characteristics of the subject as well as the existing supply.

#### A. RETAIL SUPPLY IN GREENBELT

LF&M finds two existing supermarket-anchored shopping centers located proximate to the subject along Greenbelt Road and in the City of Greenbelt.

- Beltway Plaza - This is a large supermarket-anchored shopping center located at 5506-6906 Greenbelt Road, managed by the Quantum Companies. The multi-story property first opened in 1960, with renovations and expansions having taken place over time. The center is situated on a land parcel of approximately 80.8 acres, with principal access points from Greenbelt Road and Cherrywood Lane. The center has an estimated 5,550 parking spaces--some contained in parking structures.

Beltway Plaza is comprised of approximately 900,000 sq. ft. gross leasable area containing about 120 stores within the enclosed mall and on pad sites. Major retailers include: Burlington Coat Factory, Giant Food, Jo-Ann Fabrics, Marshalls, Target, AMC Theatres, Big Lots, CVS Pharmacy, Gold's Gym, Jeepers!, and Toys 'R' Us. There are numerous smaller retailers and eat-in and fast food restaurants. Occupancy is currently reported as 91.5% leased.

- Greenbelt Roosevelt Center - This 43,000 sq.ft. supermarket-anchored center is located at 103-151 Centerway, interior to historic Greenbelt. The center was originally built in 1938 and has a land area of about 1.5 acres, with approximately 269 parking spaces. Greenbelt Consumer Cooperative is the principal tenant. Occupancy is reported as 100% leased.

#### Strip Retail

LF&M has surveyed other commercial space along Greenbelt Road and within the defined trade area. There are a significant number of retail locations, typically freestanding structures on their own parcels though some smaller shopping centers exist. Financial institutions, fast food, gasoline service stations and convenience stores are well represented.

## **Evaluation**

LF&M observes that the City of Greenbelt commercial/retail supply seems to be operating at a high occupancy level. Though we are of the opinion that Beltway Plaza is currently not realizing its full potential, it is clear that the mall has few empty storefronts.

## **B. RETAIL SUPPLY NEAR TRADE AREA**

LF&M has surveyed two additional shopping centers which are located just outside the immediate Greenbelt Road area. They are mentioned here since they shape the trade area--limiting consumer traffic from the east and west.

- College Park Marketplace - Located at 4700-4750 Cherry Hill Lane at the intersection with Baltimore Avenue (US Route 1), this community shopping center totals 229,000 sq.ft. including a 67,590 sq.ft. Shoppers Food Warehouse supermarket anchor. With the exception of the 107,000 sq.ft. Home Depot anchor, it essentially works as a neighborhood shopping center with an in-line tenant mix heavy on convenience and restaurant/food retailers. This 43-acre center opened in 1998 and has 1,133 parking spaces. Occupancy is currently reported as 98.9%.
- Greenway Center - Located at 7409-7595 Greenbelt Road just outside the Capital Beltway (I-95/I-495), this community shopping center totals 284,000 sq.ft. including a Safeway supermarket, Bally's Total Fitness, Modell's Sporting Goods., and Ross Dress for Less. The in-line tenant mix is strong in clothing/fashion offerings. This 35-acre center opened in 1979 and has an estimated 2,600 parking spaces. Occupancy is currently reported as 95.8%.

## **Evaluation**

The two nearby community shopping centers total over 500,000 sq.ft. in leasable area. They are operating at high occupancy rates and seem to be successful. These centers are supermarket-anchored, enabling them to capture consumers residing to the east and west of the subject's immediate Greenbelt Road area.

## **C. SUMMARY**

LF&M finds that the competitive retail supply within and immediately adjoining the subject's Greenbelt area is extensive, totaling almost 1.5 million sq.ft. of leasable area in shopping centers as well as numerous smaller commercial properties lining Greenbelt Road. The existing retail supply is observed to have high occupancy.

## IV. RETAIL DEMAND

In this section, LF&M explains our methodology for estimating retail expenditures, then presents our calculations quantifying consumer demand deriving from within the Greenbelt Station South Core residential neighborhood. We also estimate the total amount of commercial/retail space which is market-supported within the property.

### A. METHODOLOGY

LF&M uses the following straightforward methodology in estimating the amount of neighborhood shopping center space which can be supported within the defined trade area:

- Determine the number of households living in the Greenbelt South Core neighborhood;
- Estimate their average income;
- Calculate the aggregate household income for the property;
- Calculate aggregate consumer spending for various categories of goods and services based on national statistics;
- Estimate the amount of retail floor area supportable by consumer spending in the subject area and realistic sales capture rates;

In this analysis, LF&M has used two sources in particular in estimating consumer expenditures and retail sales productivity:

- Consumer Expenditure Survey, 2010, Bureau of Labor Statistics, U.S. Department of Labor, 2011. This is the ultimate source for all research into the buying habits of American households. The CES includes data on the expenditures and incomes of consumer households as well as their demographic characteristics.
- Dollars & Cents of Shopping Centers: 2008, Urban Land Institute (ULI). This is the industry standard, containing detailed information on hundreds of types of retailers and 17,000 stores drawn from 769 shopping centers throughout the U.S. and Canada. Gross sales per square foot data is analyzed by type of retailer and type of shopping center.

This methodology is standard in the retail research and development industry.

LF&M has made all calculations in 2011 dollars.

## **B. CONSUMER EXPENDITURE PATTERNS**

### **Total Consumer Spending**

On average, American consumers tend to make retail purchases within certain ranges (as a proportion of their incomes), which have been well-established over time. In Table III-1, LF&M has applied 2010 CES spending ratios to the Greenbelt South Core residential aggregate income, estimating the total spending by the property's households in various consumer categories.

In 2010, the CES found that the typical American household spent 77.0% of its gross income annually: \$48,109 out of its \$62,481 income before taxes.

We note that shelter (mortgage/rent, utilities) expenses and transportation (vehicle purchase, fuel/oil) expenses are two major expenditure categories which account for over one third (33.8%) of gross income on average. Categories are somewhat broad and do not estimate with great precision where consumer dollars are spent. It is clear, for example, that the average household spends 5.8% of gross income on food to be consumed at home—but those purchases are made at supermarkets, convenience stores and other specialty outlets across the year. Some judgment, therefore, must be applied in the allocation of those expenditures to specific retail product and competitive circumstances.

By the time Greenbelt Station South Core aggregate household income has grown to \$65.4 million annually in 2015, annual spending among the 785 households will total approximately \$50.4 million.

### **Supportable Retail Space**

In Table III-2, LF&M identifies the retail categories which are most likely to be found at the neighborhood level in space such as might be provided at the subject property. The chosen categories will include at least some neighborhood-level spending by most households.

Auto expenditures have been totally excluded, for example, because auto dealerships, after-market parts stores, gasoline stations and repair facilities do not fit the subject community. Similarly, mortgage lenders and health care facilities will typically be seeking a different type of space.

Using Dollars & Cents of Shopping Centers data, LF&M conservatively estimates that, overall, gross sales of at least \$300 per square foot are necessary to sustain retailers.

Dividing the subject's residents' total retail spending in the specific retail categories by the \$300 per sq.ft. performance threshold, LF&M calculates that they may be supporting a total of 21,757 sq.ft. of retail space in 2013—with the total growing to 51,430 sq.ft. by the end of 2015.

**Table IV-1**  
**GREENBELT STATION SOUTH CORE**  
**Cumulative Household Expenditures**  
**2012 - 2015**  
**(\$2011)**

		2012	2013	2014	2015
<b>Cumulative Aggregate Income</b>		\$0	\$27,433,812	\$60,037,627	\$65,397,485
<b>Consumer Expenditures:</b>					
<b>Food</b>	<b>9.81%</b>	\$0	\$2,691,087	\$5,889,320	\$6,415,089
Food at home	5.80%	\$0	\$1,591,206	\$3,482,280	\$3,793,161
Food away from home	4.01%	\$0	\$1,099,882	\$2,407,040	\$2,621,928
<b>Alcoholic beverages</b>	<b>0.66%</b>	\$0	\$180,899	\$395,888	\$431,231
Alcohol at home	0.40%	\$0	\$108,539	\$237,533	\$258,739
Alcohol away from home	0.26%	\$0	\$72,359	\$158,355	\$172,493
<b>Housing</b>	<b>26.50%</b>	\$0	\$7,269,756	\$15,909,524	\$17,329,847
Shelter	15.70%	\$0	\$4,308,199	\$9,428,293	\$10,270,004
Utilities, fuels, and public services	5.86%	\$0	\$1,607,013	\$3,516,873	\$3,830,841
Household operations	1.61%	\$0	\$442,148	\$967,620	\$1,054,005
Housekeeping supplies	0.98%	\$0	\$268,714	\$588,067	\$640,567
Household furnishings and equipment	2.35%	\$0	\$644,122	\$1,409,632	\$1,535,477
<b>Apparel and services</b>	<b>2.72%</b>	\$0	\$746,427	\$1,633,520	\$1,779,353
Men and boys	0.61%	\$0	\$167,726	\$367,062	\$399,831
Women and girls	1.06%	\$0	\$291,106	\$637,073	\$693,947
Children under 2	0.15%	\$0	\$39,956	\$87,441	\$95,248
Footwear	0.48%	\$0	\$133,040	\$291,151	\$317,143
Other apparel products and services	0.42%	\$0	\$114,598	\$250,793	\$273,183
<b>Transportation</b>	<b>12.29%</b>	\$0	\$3,370,775	\$7,376,784	\$8,035,347
Vehicle purchases (net outlay)	4.14%	\$0	\$1,136,325	\$2,486,794	\$2,708,803
Gasoline and motor oil	3.41%	\$0	\$936,107	\$2,048,626	\$2,231,517
Other vehicle expenses	3.94%	\$0	\$1,081,879	\$2,367,643	\$2,579,014
Public transportation	0.79%	\$0	\$216,464	\$473,721	\$516,012
<b>Health care</b>	<b>5.05%</b>	\$0	\$1,386,158	\$3,033,543	\$3,304,362
Health insurance	2.93%	\$0	\$803,945	\$1,759,397	\$1,916,467
Medical services	1.16%	\$0	\$317,012	\$693,766	\$755,701
Drugs	0.78%	\$0	\$212,951	\$466,034	\$507,639
Medical supplies	0.19%	\$0	\$52,250	\$114,346	\$124,555
<b>Entertainment</b>	<b>4.01%</b>	\$0	\$1,099,442	\$2,406,079	\$2,620,882
Fees and admissions	0.93%	\$0	\$255,102	\$558,279	\$608,120
Audio and visual equipment and services	1.53%	\$0	\$418,877	\$916,693	\$998,531
Pets, toys, hobbies, and playground equipmen	0.97%	\$0	\$266,079	\$582,302	\$634,287
Other entertainment supplies, equipment, and	0.58%	\$0	\$159,823	\$349,765	\$380,991
Personal care products and services	0.93%	\$0	\$255,541	\$559,240	\$609,167
Reading	0.16%	\$0	\$43,907	\$96,089	\$104,668
Education	1.72%	\$0	\$471,566	\$1,032,000	\$1,124,132
Tobacco products and smoking supplies	0.58%	\$0	\$158,945	\$347,844	\$378,897
Miscellaneous	1.36%	\$0	\$372,774	\$815,799	\$888,630
Cash contributions	2.61%	\$0	\$717,009	\$1,569,140	\$1,709,225
Personal insurance and pensions	8.60%	\$0	\$2,359,147	\$5,162,884	\$5,623,801

Source: Consumer Expenditure Survey, U.S. Bureau of Labor Statistics, September, 2011

Table IV-2  
**GREENBELT STATION SOUTH CORE**  
**Supportable Retail Space (Gross)**  
**2012 - 2015**  
**(\$2011)**

	2012	2013	2014	2015
<b>Cumulative Aggregate Income</b>	<b>\$0</b>	<b>\$27,433,812</b>	<b>\$60,037,627</b>	<b>\$65,397,485</b>
<b><u>Consumer Expenditures:</u></b>				
<b>Food</b>	<b>\$0</b>	<b>8,970</b>	<b>19,631</b>	<b>21,384</b>
Food at home	\$0	5,304	11,608	12,644
Food away from home	\$0	3,666	8,023	8,740
<b>Alcoholic beverages</b>	<b>\$0</b>	<b>603</b>	<b>1,320</b>	<b>1,437</b>
Alcohol at home	\$0	362	792	862
Alcohol away from home	\$0	241	528	575
<b>Housing</b>				
Shelter				
Utilities, fuels, and public services				
Household operations				
Housekeeping supplies	\$0	896	1,960	2,135
Household furnishings and equipment	\$0	2,147	4,699	5,118
<b>Apparel and services</b>	<b>\$0</b>	<b>2,488</b>	<b>5,445</b>	<b>5,931</b>
Men and boys	\$0	559	1,224	1,333
Women and girls	\$0	970	2,124	2,313
Children under 2	\$0	133	291	317
Footwear	\$0	443	971	1,057
Other apparel products and services	\$0	382	836	911
<b>Transportation</b>				
Vehicle purchases (net outlay)				
Gasoline and motor oil				
Other vehicle expenses				
Public transportation				
<b>Health care</b>				
Health insurance				
Medical services				
Drugs	\$0	710	1,553	1,692
Medical supplies	\$0	174	381	415
<b>Entertainment</b>				
Fees and admissions				
Audio and visual equipment and services	\$0	1,396	3,056	3,328
Pets, toys, hobbies, and playground equipment	\$0	887	1,941	2,114
Other entertainment supplies, equipment, and services	\$0	533	1,166	1,270
Personal care products and services	\$0	852	1,864	2,031
Reading	\$0	146	320	349
Education				
Tobacco products and smoking supplies	\$0	530	1,159	1,263
Miscellaneous	\$0	1,243	2,719	2,962
Cash contributions				
Personal insurance and pensions				
<b>Total Supportable Retail Space (Gross)</b>		<b>21,575</b>	<b>47,215</b>	<b>51,430</b>

Note: Assumed Sales per Sq.Ft. performance \$300

Source: Consumer Expenditure Survey, U.S. Bureau of Labor Statistics, September, 2011

## Capture Rate

Consumers do not make all of their purchases in the same locations (often traveling far to find the retailing environment or selection they prefer) nor in the same stores.

The Food category is a useful example. Though spending in the “food at home” category is likely (perhaps 60%+) to be focused on the nearby community supermarket, the remainder of such spending will be spread across numerous convenience and specialty stores. “Food away from home” spending will patronize numerous restaurants and fast food outlets during the year, with most of them typically getting only a small share of any household’s total spending in that category. Each category can be analyzed in a similar fashion.

LF&M, then, estimates that the maximum sales which neighborhood retailers in any category might be able to capture from the Greenbelt Station South Core residents at 20%.

In Table III-3, LF&M estimates the amount of commercial/retail space which the Greenbelt South Core neighborhood might in theory be able to support based on residents’ spending power. That space might be approximately 4,315 sq.ft. in 2013—growing to 10,286 sq.ft. in 2015 and subsequent years. Examining the numbers more carefully at their maximums, we note:

- Food - The neighborhood might support 2,529 sq.ft. of grocery space (“food at home”)—when the standard supermarket floorplan is 60,000 sq.ft. these days, and even convenience stores are usually 5,000+ sq.ft. (The rule of thumb in the supermarket business is that approximately 4,000 households are required to support a standard supermarket.) Similarly, it might support a 1,748 sq.ft. restaurant—at best a small, local (not national franchise) shop which always has difficult prospects.
- Alcoholic Beverages - The neighborhood might support only 172 sq.ft. of liquor store space—when the typical neighborhood liquor store is 2,500+ sq.ft.
- Apparel - The 1,186 sq.ft. of department store space which the neighborhood supports is small and could not permit much breadth of inventory (in this ultimate “shoppers” category) to enable a store to exist.
- Other Categories - Again, the amount of space which neighborhood purchases might support is very small in every retailing category.

The residential neighborhood is simply too small to support any appreciable amount of commercial/retail space on its own. The cul-de-sac nature of the neighborhood does not facilitate the entry of other consumers to build sufficient retail traffic.

Table IV-3  
**GREENBELT STATION SOUTH CORE**  
**Supportable Retail Space (Capture)**  
**2012 - 2015**  
**(\$2011)**

	2012	2013	2014	2015
Cumulative Aggregate Income	\$0	\$27,433,812	\$60,037,627	\$65,397,485
<b>Consumer Expenditures:</b>				
<b>Food</b>	0	1,794	3,926	4,277
Food at home	0	1,061	2,322	2,529
Food away from home	0	733	1,605	1,748
<b>Alcoholic beverages</b>	0	121	264	287
Alcohol at home	0	72	158	172
Alcohol away from home	0	48	106	115
<b>Housing</b>				
Shelter				
Utilities, fuels, and public services				
Household operations				
Housekeeping supplies	0	179	392	427
Household furnishings and equipment	0	429	940	1,024
<b>Apparel and services</b>	0	498	1,089	1,186
Men and boys	0	112	245	267
Women and girls	0	194	425	463
Children under 2	0	27	58	63
Footwear	0	89	194	211
Other apparel products and services	0	76	167	182
<b>Transportation</b>				
Vehicle purchases (net outlay)				
Gasoline and motor oil				
Other vehicle expenses				
Public transportation				
<b>Health care</b>				
Health insurance				
Medical services				
Drugs	0	142	311	338
Medical supplies	0	35	76	83
<b>Entertainment</b>				
Fees and admissions				
Audio and visual equipment and services	0	279	611	666
Pets, toys, hobbies, and playground equipment	0	177	388	423
Other entertainment supplies, equipment, and services	0	107	233	254
Personal care products and services	0	170	373	406
Reading	0	29	64	70
Education				
Tobacco products and smoking supplies	0	106	232	253
Miscellaneous	0	249	544	592
Cash contributions				
Personal insurance and pensions				
<b>Total Supportable Retail Space (20% Capture)</b>		<b>4,315</b>	<b>9,443</b>	<b>10,286</b>

Note: Assumed Sales Capture Rate 20.0%

Source: Consumer Expenditure Survey, U.S. Bureau of Labor Statistics, September, 2011

In particular, absent a supermarket anchor for the commercial/retail space (which would draw consumer traffic on loyal and approximately weekly trips), the un-anchored commercial space will not typically have sufficient "critical mass" to have a high capture rate of residents' spending.

### C. COMMERCIAL DEVELOPMENT BASICS

Whatever the (minimal) theoretical support which the Greenbelt Station South Core residents might be able to offer the proposed 80,000 sq.ft. of commercial/retail space, LF&M judges that the realities of commercial development indicate that development will not happen. In particular, we find the following:

- Traffic - Vehicular and foot traffic will be limited by the cul-de-sac nature of the subdivision. Commercial/retail space seeks environments (e.g., Greenbelt Road) which patrons can easily access. National convenience retailers typically have threshold traffic requirements before sites will be considered—often 20,000 or more trips per day.
- Visibility - The commercial space is at the north end of the property, essentially hidden from Greenbelt Road traffic. Commercial/retail space needs visibility to encourage patrons and pass-by traffic to visit.
- Scale - The commercial space is small in scale, not able to include a sufficient critical mass of tenants to attract more consumers into the development and encourage complementary shopping.
- Financing - Commercial space cannot typically be built unless it can be financed. Unless the space were constructed by a strong-credit owner-occupant (perhaps a hospital with major physician practice as lead tenant for medical office use), it could not be financed even in an economy better than today's. Such an occupant would be a "destination" and generate its own traffic. Even with such an occupant, ground level retail would be very hard to support.

That having been said, LF&M finds the only other conceivable way that commercial/retail space might be market-supported and developed is highly conditional. If the Greenbelt Station North Core were developed, if Greenbelt Station Parkway were the spine road connecting the entire development, and if the North Core regional-oriented commercial development were complementary (as originally planned) with the subject's neighborhood-oriented space—then commercial development at Greenbelt Station South Core might be possible.

## **D. SUMMARY**

LF&M finds that there is market support from residents of Greenbelt Station South Core for only approximately one-eighth of the commercial space proposed. We also find that commercial space is unlikely to be developed due to the site's problems with regard to sufficient traffic and visibility, scale and financing. Commercial development at any scale is highly problematical in Greenbelt Station South Core.

## **Qualifications of Consultant JOSEPH M. CRONYN**

Cronyn has more than three decades of professional experience in real estate research, sales and marketing, development, public policy, financing and appraisal. His experience includes market and financial feasibility analyses of major real estate projects; land acquisition and marketing for commercial and residential development; planning for mixed use development, including historic preservation concerns; tax-motivated and conventional financing for single family and multifamily residential projects; TIF (Tax Increment Financing) bond analysis; and advising public, nonprofit and private clients concerning economic and community development strategies.

### **PROFESSIONAL EXPERIENCE**

**Lipman Frizzell & Mitchell, LLC**, Columbia, MD (2003 - present), *Principal*  
(1997 - 2003), *Senior Associate*  
**Legg Mason Realty Group, Inc.**, Baltimore, MD (1989-1997), *Vice President*  
**Financial Associates of Maryland**, Baltimore, MD (1987-1989), *Vice President*  
**Baltimore Federal Financial, F.S.A.**, Baltimore, MD (1982-1987), *Sr. Vice President*  
**Neighborhood Reinvestment Corp.**, Washington, DC (1978-1982), *Asst. Director*  
**Baltimore Federal Savings & Loan**, Baltimore, MD (1976-1978), *Mortgage Underwriter*

### **EDUCATION**

**Master of Business Administration**, Loyola University Maryland, Executive Program, 1986  
**Bachelor's Degree**, English & Philosophy, Boston College, 1969

### **AFFILIATIONS**

Neighborhood Housing Services of Baltimore, Chairman of the Board emeritus  
Citizens Planning and Housing Association, Member  
National Trust for Historic Preservation, Member  
Maryland Economic Development Association (MEDA), Member  
Lambda Alpha International Land Economics Society, Baltimore Chapter, Director  
Maryland Affordable Housing Coalition, Member

### **PROFESSIONAL LICENSES**

State of Maryland Real Estate Agent's License

### **QUALIFIED AS EXPERT WITNESS**

Before Maryland public administrative bodies, zoning hearing examiners and/or boards of appeals: Anne Arundel County, Baltimore County, Carroll County, Charles County, Frederick County, Harford County, Howard County, Montgomery County, Prince George's County

**Norman D. Rivera, Esquire**  
Law Offices of Norman D. Rivera, LLC  
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[normanrivera2012@gmail.com](mailto:normanrivera2012@gmail.com)

SUPPLEMENT TO STATEMENT OF JUSTIFICATION OF AUGUST 30, 2012

December 19, 2013

**Greenbelt Station-South Core**  
**Proposed Amendment to Conceptual Site Plan**  
**CSP-01008/02**

This Statement of Justification is submitted to supplement the Statement dated August 30, 2013, which requested the revision of Conditions No. 1.c.1.i and 1.c.1.ii of the District Council's approval of CSP-01008/01, and realignment of the stream valley trail. In addition to the previously requested revisions, the applicant at this time would like to also respectfully request that the requirement for a pedestrian overpass connecting the Greenbelt Station project to the City of College Park to the west be eliminated and the eastern alignment of the hiker-biker trail shown on the enclosed exhibit in conjunction with the north core road re-alignment which also includes a possible trail alignment.

We are working closely with the north core developer; the Cities of Greenbelt and College Park; the Town of Berwyn Heights; and other stakeholders on the above issues. We will work with all to accomplish an amenable resolution and to that end may revise the plans or accept other revisions from staff and other stakeholders as needed.

Condition 43 of the CSP states the following:

43. The general location of the College Park pedestrian overpass on the west side of the railroad shall be between Huron Street and the City of College Park Public Works facility. The cities of College Park and Greenbelt shall review and approve the final location and design of the pedestrian overpass, which shall also be subject to review and approval by CSX, WMATA and other agencies. The overpass shall be designed to provide a direct point of access, which is visible from the North-South Connector Road. Entrance to the overpass shall be ramped to provide handicapped access, and may include not more than one switchback in ramp direction, unless agreed to by the cities of Greenbelt and College Park. Circular ramps are not permitted, unless agreed to by the cities of Greenbelt and College Park. Subject to the approval of a detailed site plan for any property adjacent to the overpass, access to the overpass may be incorporated into a structure and/or the site details.

Although we support this requirement in terms of promoting connectivity, the overpass has long been the subject of well-documented and significant opposition from the College Park community. Residents cite safety and noise along with their desire to retain existing open space as key concerns. In response to citizen opposition, the City of College Park voted in March 2012 to eliminate this requirement from the City's Development Agreement (minutes of this meeting attached). Given the longstanding opposition from its citizens, it is highly unlikely that the City of College Park would approve any location for the overpass as required by the above condition.

Originally, the overpass was envisioned as an alternate access for those wishing to walk or bike to the South Core to patronize its businesses. In light of the existing market in this area, for the reasons stated in our original Statement of Justification, the development of a significant retail component in the South Core is not feasible. Therefore, the destinations to which the overpass was to provide connectivity are no longer contemplated. Those wishing to bike or walk to Metro or the North Core will continue to be able to do so via the existing underpass connecting to the Metro station. Therefore, we respectfully request that the requirement to provide a pedestrian and biker connection to College Park be eliminated.

With regard to the proposed trail alignment for Greenbelt Station, we have been working with WMATA to facilitate the implementation of a hiker/biker trail until such time as the north/south connector road, *i.e.*, Greenbelt Station Parkway, is connected and constructed. The alignment that will follow the north/south road may be appropriate but we are in the midst of proposing a trail along the ridge alignment which is on the eastern side of the property that would connect to the existing Metro station and maybe supplanted in the future with the FBI development (see, Exhibit 1). It is critical that this be in place so that we can have Metro connectivity to the South Core until such time as the North Core is developed. So while there may be two proposed alignments in this revision, one is needed for the interim and one is needed in the future and possibly both alignments may be feasible so provide even more connectivity for the site.

In addition, we have to ensure that if the revisions to the road alignment prove problematic during review and/or appeal, that the retail revision we proposed can continue and the road alignment revision would have to be filed in a separate application by the north core applicant.

We look forward to working with you and your staff on the enclosed application. Thank you in advance for your attention to this matter. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Norman D. Rivera

NDR:jls  
Attachments

**SUPPLEMENTAL STATEMENT OF JUSTIFICATION IN SUPPORT OF PROPOSED  
AMENDMENT TO CONCEPTUAL SITE PLAN CSP-01008/01, NORTH CORE  
DECEMBER 20, 2013**

This Supplemental Statement of Justification is being filed in support of an proposed amendment to Conceptual Site Plan CSP-01008/01, which is currently pending before the Prince George's County Planning Board. Initially, the application to amend the Conceptual Site Plan related only to the South Core of the Greenbelt Metro Station. A Statement of Justification in support of the proposed amendment, dated August 30, 2013, outlined the requested modification to two conditions of the Conceptual Site Plan. This Supplemental Statement of Justification describes and provides justification to a minor amendment of the approved CSP, specifically related to the alignment of Greenbelt Station Parkway, a proposed public roadway within the North Core of Greenbelt Station. Included with this Supplemental Statement of Justification is a revised Conceptual Site Plan showing the new roadway alignment.

The approved Conceptual Site Plan for Greenbelt Station depicts a north/south connector roadway extending from Greenbelt Road on the south to the Capital Beltway on the north. Now known as Greenbelt Station Parkway, this roadway provides an important connection to the Greenbelt Metro Station. As shown on the Conceptual Site Plan, Greenbelt Station Parkway extends from Greenbelt Road through the center of the proposed South Core. After crossing Narragansett Run in the center of the site, Greenbelt Station Parkway maintains an eastern alignment before intersecting with Greenbelt Metro Drive. An Illustrative Site Plan and Landscape Plan approved with the Conceptual Site Plan shows this roadway connecting with another road which extends though the center of the site, as well as east/west roads extending to the North/South Connector Road. As approved, the roadway network created a high density

mixed use parcel adjacent to the Metro Station, as well as the prospect for other high density mixed use parcels along the eastern portion of the site.

As the 2013 Greenbelt Sector Plan Update was being processed, it became clear that an opportunity existed to attract a major Government Services Administration (GSA) campus to the site. The Sector Plan was drafted to allow for this opportunity. In the discussion related to the Greenbelt Metro Metropolitan Center (copy attached), the Sector Plan stated as a goal to “Concentrate medium-to high-density, transit-oriented, mixed-use development, including a potential major employment or Government Services Administration (GSA) campus, in the North Core to capitalize on the Greenbelt Metro and MARC station and generate new housing, employment, shopping, and recreational opportunities for surrounding communities and the county as a whole.” The GSA has now identified the requirements for the relocation of the Federal Bureau of Investigation, including the need for a contiguous area of land sufficient to meet the needs of a federal campus with Level 5 security. The eastern portion of the North Core is perfectly situated to provide for this federal campus. However, the Conceptual Site Plan road network was designed with the notion of having smaller independent buildings. The revised Conceptual Site Plan submitted with this amendment generally maintains the eastern alignment of Greenbelt Station Parkway, but shifts through the middle of the site (along a roadway alignment shown on the Illustrative Site Plan), to provide a large, contiguous land area in the eastern portion of the North Core.

While the modification of the alignment of Greenbelt Station Parkway is consistent with the conceptual road layout shown on the Conceptual Site Plan, an amendment is required. Condition 19 of Preliminary Plan of Subdivision 4- 01026 provides as follows:

19. Additional lots and/or parcels (beyond the 14 established with the original approval) shall be permitted with subsequent development plans, subject to the following:

- a. There will be no increase in the transportation impact regulated by other conditions of this approval;
- b. There will be no environmental disturbances beyond those contemplated with the original approval; and
- c. There will be no new public roads (beyond those established with the original approval), unless they are first approved through a revision to the Conceptual Site Plan. The proposal for a new public road will need to include the proposed width of the right-of-way and whether a conventional or non-conventional standard is being requested.

Since realigned Greenbelt Station Parkway will constitute a new public roadway, this revision to the Conceptual Site Plan is required.

The proposed realignment of Greenbelt Station Parkway will not change the proposed width of the right-of Way or require a non-convention standard of construction. It is necessitated solely due to the desire to create a large contiguous area of land to allow for the location of a federal campus in the North Core.

The only other revision necessitated by the change in the roadway alignment is a shift in the alignment of the proposed pedestrian/bike trail. The approved Conceptual Site Plan shows the trail connecting to Greenbelt Station Parkway along the eastern boundary of the site. The CSP has been revised to show this connector further to the south, prior to the proposed realignment.

Based upon the minor and limited nature of the proposed revision to the North Core, the Planning Board's previous findings that the Conceptual Site Plan conforms to the requirements of the zoning ordinance are not impacted. The proposed revision is consistent with the conceptual roadway network previously approved and is being made to implement

recommendations of the Greenbelt Sector Plan adopted in 2013. In fact, were it not for the provisions of Condition 19 of the Preliminary Plan of Subdivision, the proposed revision would not likely require a revision to the Conceptual Site Plan. Notwithstanding, the amendment is submitted to achieve full conformance with said Condition.

Based upon the above, the Applicant requests approval of the amendment to shift the alignment of Greenbelt Station Parkway as shown on the Revised Conceptual Site Plan.

Respectfully Submitted



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Thomas H. Haller, Esq.  
Gibbs and Haller  
1300 Caraway Court, Suite 102  
Largo, MD 20774  
(301) 306-0033  
thaller@gibbshaller.com

## Greenbelt Metro Metropolitan Center

### Goals:

- ❖ Concentrate medium- to high-density, transit-oriented, mixed-use development, including a potential major employment or Government Services Administration (GSA) campus, in the North Core to capitalize on the Greenbelt Metro and MARC station and generate new housing, employment, shopping, and recreational opportunities for surrounding communities and the county as a whole (see Illustrations on page 93).
- ❖ Create a model “green” community or eco-community in the North Core that demonstrates a strong commitment to environmental stewardship, low-impact construction practices, innovative on-site stormwater management, improved air quality and noise standards, alternative energy, and integrated, multi-purpose open spaces.
- ❖ Facilitate the phased redevelopment of Franklin Park at Greenbelt Station into a diverse, mixed-use residential neighborhood that provides a range of housing types and price points with complementary neighborhood-oriented retail and recreational amenities.
- ❖ Preserve and restore the Indian Creek Stream Valley while enhancing trail connectivity to the Metro and MARC station.
- ❖ Strengthen the regional competitiveness of the Capital Office Park by improving circulation, introducing new public spaces, and encouraging commercial infill oriented towards area employees and businesses.

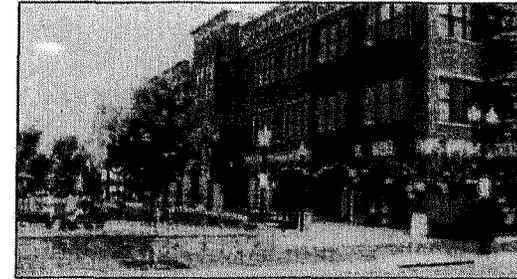
### North Core (See Figure 11)

**POLICY1:** Create a vibrant and pedestrian-friendly, transit-oriented, mixed-use community.

#### STRATEGIES

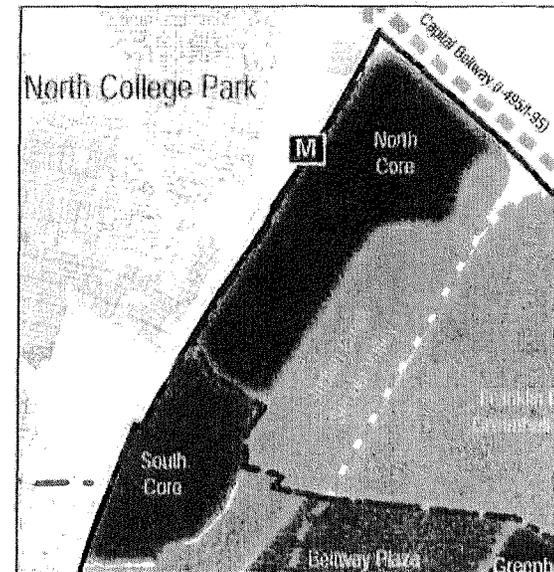
**Strategy 1.1.** Encourage a vertical mix of uses and urban design features such as outdoor seating, urban parks and plazas, artwork, and other amenities that foster an active 24-hour environment.

**Strategy 1.2.** Concentrate ground-floor retail along the site’s main streets and near the Metro and MARC station to capitalize on commuter foot traffic and maximize convenience for North College Park residents.



Development should incorporate a mix of uses, public and private open spaces, pedestrian amenities, and pedestrian-scaled architectural detailing.

**Figure 11: North Core**





6

**Greenbelt Station  
North Core  
Declaration of  
Covenants and  
Agreement**

## MEMORANDUM

**TO:** Mayor and Council

**FROM:** Terry Schum, Planning Director *ts*

**THROUGH:** Joseph L. Nagro, City Manager

**DATE:** January 17, 2014

**SUBJECT:** Amendment to Development Agreement for Greenbelt Station North Core

### ISSUE

The city entered into the Greenbelt Station Development Agreement (Attachment 1) in 2005, which included both the north and south cores. In August 2012, this agreement was severed for the south core and a new Declaration of Covenants and Development Agreement (Attachment 2) was entered into with Sun Trust Bank, then owner of the south core. The owner of the north core, Renard Development Company, LLC, was aware of and supported this transaction but deferred entering into a new agreement with the city at the time. Renard is now responding to a government solicitation for the relocation of the headquarters of the Federal Bureau of Investigation (FBI) and seeks to resolve the matter.

### SUMMARY

A proposed draft agreement (Attachment 3) has been provided by Renard that brings forward language from the original agreement including a payment of \$1.25 million to the city at the time of the first major out-sale in the north core (defined as a land purchase in excess of \$10 million dollars). The agreement also makes reference to the city's support for Renard's efforts and plans to secure the FBI headquarters for the property (see Attachment 4, conceptual alternative).

Staff and the City Attorney are seeking some revisions to the agreement that are still under discussion with Renard. In particular, we are looking for a more specific trigger for the payment to the city. We hope to have a revised document for discussion at the January 21 worksession.

### RECOMMENDATION

For review and discussion.

## **ATTACHMENTS**

1. Original Agreement
2. Current Agreement with South Core
3. Proposed Agreement with North Core
4. Concept Alternative for FBI

CITY OF COLLEGE PARK, MARYLAND  
August 3 2005

GREENBELT STATION DEVELOPMENT AGREEMENT

The following sets forth the Development Agreement (Agreement) between the City of College Park, Maryland ("City") and Metroland Developers, LLC/Greenbelt Metropark L.L.C. ("MD/GM"):

General

MD/GM is developing the mixed-use project known as Greenbelt Station ("Project") which a portion of the Project is located adjacent to the municipal boundaries of the City. The City is concerned about the impact the Project may have on the City. In consideration for the City's concerns and the development of the Project, MD/GM and the City agree to the following:

1. MD/GM will contribute \$2.5 Million (\$2,500,000.00) to the City for improvements to public facilities including, but not limited to, landscaping projects, streetscaping, sidewalks/crosswalks, traffic calming measures, and park improvements. These funds shall be directed to such facilities adjacent to or in the vicinity of the Project. The payment of 50% of the above amount shall be made at the time of the first major out-sale<sup>1</sup> in the South Core with the remaining 50% paid at the time of the first major out-sale in the North Core.

If the first major out-sale in the North Core has not occurred within ten (10) years from the date of this Agreement then the payment of \$1.25 Million for the North Core public facilities improvements ("Payment") shall be adjusted in accordance with the Urban Consumer Price Index (CPI-U) published by the United States Department of Labor beginning the first day of the eleventh (11<sup>th</sup>) year and the first day every following year (each year of adjustment being referred to as an "Adjustment Year") as follows:

- a. Within thirty (30) days following the end of each Adjustment Year, the CPI-U as averaged for the prior twelve month period shall be added to the Payment due to the City and shall be paid to the City at the time of the first major out-sale in the North Core.

---

<sup>1</sup> First major out sale is defined as a land purchase in excess of \$10 Million Dollars

- b. If the Index is discontinued or revised during the term of this Agreement, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.
    - c. Notwithstanding any other provision of this Paragraph 1, the contribution to be paid to the City shall in no event be less than two-thirds (2/3rds) of the \$2.5 Million Dollars, calculated in 2005 dollars.
2. MD/GM shall include in the County Tax Increment Financing District (TIFs) and County Special Taxing District (STDs) program funding for a \$1.25M pedestrian overpass connecting the Project to College Park over the railroad tracks. Location and timing for construction of the pedestrian overpass shall be determined prior to the final Detailed Site Plan approval for the South Core. Funding for the design, engineering and construction of the pedestrian overpass shall be included with a TIF & STD bond sale that coincides with the construction timing.
3. MD/GM shall install stamped concrete or similar type of special marking for the crosswalk at the intersection of Rhode Island Avenue and Maryland Route 193. This installation of the crosswalk will be done in conjunction with the Maryland Route 193 road improvements.
4. The City shall cooperate with MD/GM in instituting any "TIFs" and "STDs" (including establishing development districts under the applicable statutes) which may be supported by County and/or State tax revenues, but shall not involve whatsoever any City tax revenues, including the City adopting resolutions or consents required by State or County law approving such County TIFs and County STDs and the applicable development districts.
5. MD/GM agrees to contribute \$10,000,000.00 towards the construction of additional ramps and modifications to the Beltway Interchange at the Greenbelt Metro Station to provide a full access interchange. The City will support the inclusion for the construction of the additional Beltway ramps within the State Consolidated Transportation Plan and/or funding of the Interchange project with State, County and/or Federal funds, in accordance with the State Highway Administrations selected Alternate 3.
6. The City shall support any legislation, including a text amendment, regarding the adequacy of public facilities test for transportation that addresses the litigation that affected the Conceptual Site Plan and Preliminary Plan approvals for the Project, including the reconsideration of the Conceptual Site Plan and Preliminary Plan.

7. The City acknowledges that the County's approval for the reconsideration of the Conceptual Site Plan and Preliminary Plan will allow for Conceptual Site Plan, Preliminary Plan, Detailed Site Plan and Record Plat approvals for the Project. The City and MD/GM acknowledge that the prior Conceptual Site Plan (SP-01008) and Preliminary Plan (4-01026) set forth schematic layouts illustrating a mixed use transit oriented development with development guidelines, density limitations and traffic trip caps. Prior to or concurrent with the submission of any detailed site plans, MD/GM will forward copies for the City to review. The City shall generally support the approval of plans as long as they are found by the City to be in substantial conformance with the development plans previously shown to and endorsed by the City and with the Sector Plan. The City retains the right to comment on, object to, recommend conditions and/or appeal issues not previously addressed in the conceptual site plan and preliminary process and issues raised by the City during that process, including but not limited to building height and placement, mix of uses, and wetland and floodplain mitigation. The City further acknowledges that a conformance finding is not to be unreasonably withheld.

Other

8. Provided that MD/GM is not in default of this agreement, the City shall not appeal or institute, participate or support any litigation with respect to anything covered by and in compliance with this Agreement. Provided that the City is not in default of this agreement, MD/GM shall not appeal or institute, participate or support any litigation against the City with respect to anything covered by and in compliance with this Agreement.
9. Any and all approvals or consents of the City or MD/GM shall not be unreasonably withheld, conditioned nor delayed.
10. This Agreement contains the entire agreement between and among the parties hereto and shall be binding upon each party, their heirs, personal representatives and assigns.
11. MD/GM agrees to notify any and all purchasers of this Agreement.
12. Any provisions in this agreement may be amended in whole or in part by application by MD/GM to the City or by the City to MD/GM for approval or disapproval by the City and MD/GM.

13. This Agreement shall be construed in accordance with the laws of the State of Maryland.
14. All signatures hereto represent that they have all the requisite authority to execute this Agreement and bind their principals and the parties hereto.
15. If a Party shall default in the performance of any obligation hereunder to be performed by such Party, then the other Party shall give the alleged defaulting Party written notice setting forth in specificity the default. If such alleged default is not cured within fifteen (15) days after such written notice, or with respect to non-monetary defaults such additional time as may be reasonably required if such non-monetary defaults cannot be cured within such 15 day period provided that the defaulting party diligently pursues the cure of such default, then any non-defaulting Party shall have the right to prosecute a proceeding at law or in equity against the defaulting Party for such default. The parties acknowledge and agree that damages may not be an adequate remedy and that specific performance is the preferred remedy for the non-defaulting Party.

(Signatures on following page)

In Witness Whereof, the parties have executed this agreement under seal this 25<sup>th</sup> day of August, 2005.

CITY OF COLLEGE PARK, MARYLAND

Caroline S. Lightfoot  
Caroline S. Lightfoot, City Clerk

By: [Signature]  
Stephen A. Brayman, Mayor

METROLAND DEVELOPERS, LLC

By: A. H. Smith Greenbelt Management,  
L.L.C., Manager

[Signature]  
Witness

By: [Signature]  
Name: Alfred H. Smith, Jr.  
Title: Managing Member

GREENBELT METROPARK L.L.C.

By: GB Development Company, Inc.,  
member

[Signature]  
Witness

By: [Signature]  
Name: Daniel Colton  
Title: Vice President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]  
Robert H. Levan  
City Attorney

33972 039

Clerk of the  
Circuit Court

7/27 SEP 20 10:48

CU #74

DECLARATION OF COVENANTS AND DEVELOPMENT AGREEMENT

THIS DECLARATION OF COVENANTS AND DEVELOPMENT AGREEMENT ("Declaration"), is made this 26th day of July, 2012, by and between CRM Mid-Atlantic Properties, LLC ("CRM"), a limited liability company registered in Maryland whose address is c/o SunTrust Bank, 303 Peachtree Street NE, 10<sup>th</sup> Floor, MC GA-Atlanta-0925, Atlanta, GA 30308, Attn: Andrew Kroll, and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

WHEREAS, CRM is the owner of certain real property consisting of 64.19 acres (hereinafter the "Property") located in Prince George's County, Maryland, which is the South Core of a mixed-use project known as Greenbelt Station ("Project"), located adjacent to the municipal boundaries of the City being described on Record Plats recorded at REP 216, Plat Numbers 40-50. as shown on Exhibit A; and

WHEREAS, the Property was previously owned by Greenbelt Metropark, L.L.C.; and

WHEREAS, Greenbelt Metropark, L.L.C. and Metroland Developers, LLC entered into a certain Development Agreement with the City on August 3, 2005; and

WHEREAS, this Declaration of Covenants is intended to and does supersede, in its entirety, that certain Development Agreement between the City and Metroland Developers, LLC/Greenbelt Metropark L.L.C., dated August 3, 2005 (the "Original Development Agreement"), as and to the extent the Original Development Agreement relates to the development of the portion of Greenbelt Station known as the "South Core" and the obligations and responsibilities of the parties with respect thereto; and

IMP. ED. CHRG. \$ 0.00  
RECORDING FEE 0.00  
TOTAL 0.00  
Res: #PG06 Rcpt#999999  
MMB JKF BLK#4795  
Sep 20, 2012 10:48 am

33972 040

WHEREAS, the City is concerned about the impact the Project may have on the City and its residents.

NOW, THEREFORE, in consideration of the aforesaid, and of other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, CRM hereby declares and agrees on behalf of itself its successors and assigns that the Property shall be held, transferred, sold, leased, rented, hypothecated, encumbered, conveyed or otherwise occupied subject to the following covenants, conditions, restrictions, limitations and obligations which shall run with and bind the Property or any part thereof and shall inure to the benefit and be enforceable by the City, its successors and assigns as follows:

1. The recitals set forth above as well as the foregoing "NOW, THEREFORE," are incorporated herein as operative provisions of the Covenants.
2. CRM will contribute \$1.25 Million (\$1,250,000.00) to the City for improvements to public facilities including, but not limited to, landscaping projects, streetscaping, sidewalks/crosswalks, traffic calming measures, and park improvements. These funds shall be directed to such facilities adjacent to or in the vicinity of the Project. The first payment of 50% of the above amount shall be made at the time of the out-sale of the apartment component in the South Core with the remaining 50% paid 36 months thereafter.
3. The City shall cooperate with CRM in instituting any Tax Increment Financing Districts ("TIF") and County Special Taxing Districts ("STD") (including establishing development districts under the applicable statutes) which may be supported by County and/or State tax revenues, but shall not involve whatsoever any City tax revenues, including the City adopting resolutions or consents required by State or County law approving such County TIFs and County STDs and the applicable development districts.

4. The City acknowledges and supports the County's approval for the approved Conceptual Site Plan, Preliminary Plan, Detailed Site Plan and Record Plat approvals for the Project as relates to the South Core. The City and CRM acknowledge that the prior Conceptual Site Plan (SP-01008) and Preliminary Plan (4-01026(A)) set forth schematic layouts illustrating a mixed use transit oriented development with development guidelines, density limitations and traffic trip caps. Prior to or concurrent with the submission of any detailed site plans, CRM will forward copies for the City to review. The City shall generally support the approval of plans as long as they are found by the City to be in substantial conformance with the development plans previously shown to and endorsed by the City and with the Sector Plan. The City retains the right to comment on, object to, recommend conditions and/or appeal issues not previously addressed in the conceptual site plan and preliminary process and issues raised by the City during that process, including but not limited to building height and placement, mix of uses, and wetland and floodplain mitigation. The City further acknowledges that a conformance finding is not to be unreasonably withheld.

5. Provided that CRM is not in default of this agreement, the City shall not appeal or institute, participate or support any litigation with respect to anything covered by and in compliance with this Agreement. Provided that the City is not in default of this Declaration, CRM as relates to the south core shall not appeal or institute, participate or support any litigation against the City with respect to anything covered by and in compliance with this Declaration.

6. Any and all approvals or consents of the City or CRM shall not be unreasonably withheld, conditioned nor delayed.

33972 042

7. Each person accepting a deed, lease or other instrument conveying any interest in the Property shall be bound by the terms of this Declaration whether or not the same is incorporated or referred to in such deed, lease or instrument and this Declaration is hereby incorporated by reference in any deed or other conveyance of all or any portion of each person's interest in any real property subject hereto.

8. This Declaration of Covenants and Agreement shall be effective immediately as to CRM and shall be binding on its heirs, successors and assigns subject to the terms and conditions hereof.

9. This Property shall be held, conveyed, encumbered, sold, leased, rented, used, and/or occupied subject to the terms and provisions of this Declaration of Covenants, which shall run with the land.

10. If a Party shall default in the performance of any obligation hereunder to be performed by such Party, then the other Party shall give the alleged defaulting Party written notice setting forth in specificity the default. If such alleged default is not cured within fifteen (15) days after such written notice, or with respect to non-monetary defaults such additional time as may be reasonably required if such non-monetary defaults cannot be cured within such 15 day period provided that the defaulting party diligently pursues the cure of such default, then any non-defaulting Party shall have the right to prosecute a proceeding at law or in equity against the defaulting Party for such default.

11. The City 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 CRM pursuant to the provisions of this Declaration of Covenants. The parties agree that if CRM should breach the terms of this Declaration of Covenants, the City

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 the event the City is required to enforce this Declaration of Covenants and CRM is determined to have violated any provision of this Declaration, CRM will reimburse the City for all reasonable costs of the proceeding including reasonable attorneys' fees. Should CRM prevail in any action brought by the City to enforce a provision of this Declaration of Covenants, the City shall reimburse said party for all reasonable costs of the proceeding including reasonable attorneys' fees.

12. This Declaration of Covenants and Agreement may not be amended or modified except in a writing executed by all parties hereto, and no waiver of any provision or consent hereunder shall be effective unless executed in writing by the waiving or consenting party.

13. This Declaration of Covenants shall be construed in accordance with the laws of the State of Maryland, excepting its conflict of law provisions. The provisions of this Declaration of Covenants and Agreement shall be deemed severable, so that if any provision hereof is declared invalid or violative of any federal, state or local law or regulation, all other provisions of this Agreement shall continue in full force and effect.

14. All signatures hereto represent that they have all the requisite authority to execute this Agreement and bind their principals and the parties hereto.

15. CRM agrees to notify any and all purchasers of this Declaration.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and delivered.

33972 044

WITNESS/ATTEST:

By: CRM MID-ATLANTIC PROPERTIES, LLC  
By: CRM PROPERTIES MANAGER, LLC, ITS SOLE MEMBER

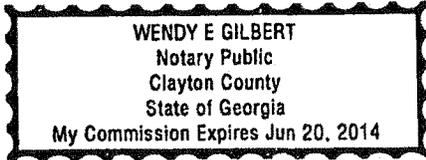
*Rachel R. Byrd*

*[Signature]*  
Title: Andrew Kröll  
VP

STATE OF GEORGIA     )  
                                  )  
COUNTY *Fulton*     )     ss:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July 2012, before me, a Notary Public in and for the State aforesaid, personally appeared Andrew Kröll, VP, and that he, being authorized so to do, executed the foregoing Declaration of Covenants for the purposes therein contained by signing in my presence.

WITNESS my hand and Notarial Seal.



*Wendy E. Gilbert* (SEAL)  
Notary Public  
My Commission Expires: June 20, 2014

33972 045

WITNESS/ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller  
Janeen S. Miller, City Clerk

By: Joseph L. Nagro  
Joseph L. Nagro, City Manager

STATE OF MARYLAND )  
COUNTY OF Calvert )

ss:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of August, 2012, before me, the subscriber, a Notary Public in the State and County aforesaid, personally appeared Joseph L. Nagro, who acknowledged himself to be the City Manager of the City of College Park, and that he, as such City Manager, being authorized so to do, executed the foregoing Declaration of Covenants for the purposes therein contained by signing, in my presence, the name of said City of College Park, by himself, as City Manager.

WITNESS my hand and notarial seal.

Yvette J. Allen (SEAL)  
Notary Public  
My Commission Expires: 3-12-13

THIS IS TO CERTIFY that the within instrument has been prepared under the supervision of the undersigned Maryland attorney-at-law duly admitted to practice before the Court of Appeals.

Suellen M. Ferguson  
Suellen M. Ferguson

This document shall be recorded in the Land Records of Prince George's County. After recording, please return to:

Suellen M. Ferguson, Esq.  
Council, Baradel, Kosmerl & Nolan, P.A.  
P.O. Box 2289  
Annapolis, MD 21404-2289

33972 046

PG CIRCUIT COURT (Land Records) [MSA CE 64-34463] MMB 33972, p. 0046. Printed 12/10/2012. Online 09/25/2012.

**Notes**

- This plat is subject to a Private Recreation Facilities Agreement recorded in Liber 22263 of Folio 327.
- This plat is subject to two separate Home Owners Association Covenants of parcels prior to permits recorded in Liber 10665 of Folio 765 and Liber 34071 of Folio 851.
- Development of this property must conform to the Detached Site Plan which was approved by the Planning Board on July 13, 2005, 039-0001 or as amended by any subsequent revisions thereto.
- Issuance of permits and Development and Subject to Transportation Conditions of PCCO Resolution No. 03-040022 06-0102E.
- Conservation easements described on this plat are areas where the installation of structures and roads and the removal of vegetation are prohibited without prior written consent from the M-DCPC Planning Director or designee. The removal of herbaceous trees, limbs, branches or trunks is permitted.
- Development is subject to restrictions shown on the approved Type I Tree Conservation Plan (TCP/21/00-01), or as modified by the Type II Tree Conservation Plan, and prohibits any disturbance or destruction of any structure within specific areas. Failure to comply will result in violation of an approved Tree Conservation Plan and all areas the owner subject to restriction under the Woodland Conservation/Tree Preservation Policy.
- Prior to the issuance of any permit that encroaches into a wetland or wetland buffers or waters of the United States, the applicant shall furnish the Department Planning Section, the City of Greenbelt, and the City of District with copies of the approved federal and/or state permits and provide evidence in the permit package that copies have been delivered.
- Total development within the entire 100 ft. area Subject property shall not exceed the size and planting of permitted forest land that government to more than the maximum number of 10 park tree-trips (6.450 AM, park tree-vehicle trips and 0.875 PM, park tree-vehicle trips) established by the approval of 1-01926 (PCCOB 10/01-0046).

**FLOOD PLAIN LINE TABLE**

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
F21	13.72	N75°22'37"W	F31	27.43	S75°22'37"E
F22	13.96	S67°52'39"W	F32	27.94	N67°52'39"E
F23	11.89	S59°26'48"W	F33	23.78	N59°26'48"E
F24	13.96	S49°39'44"W	F34	27.94	N49°39'44"E
F25	13.96	S39°31'12"W	F35	27.94	N39°31'12"E
F26	13.96	S29°22'40"W	F36	27.94	N29°22'40"E
F27	13.96	S19°14'08"W	F37	27.94	N19°14'08"E
F28	13.96	S9°05'36"W	F38	27.94	N9°05'36"E
F29	13.96	S0°00'00"W	F39	27.94	N0°00'00"E
F30	13.96	S09°05'36"W	F40	27.94	N09°05'36"E
F41	13.96	S19°14'08"W	F42	27.94	N19°14'08"E
F42	13.96	S29°22'40"W	F43	27.94	N29°22'40"E
F43	13.96	S39°31'12"W	F44	27.94	N39°31'12"E
F44	13.96	S49°39'44"W	F45	27.94	N49°39'44"E
F45	13.96	S59°26'48"W	F46	27.94	N59°26'48"E
F46	13.96	S67°52'39"W	F47	27.94	N67°52'39"E
F47	13.96	S75°22'37"W	F48	27.94	N75°22'37"E
F48	13.96	S84°51'12"W	F49	27.94	N84°51'12"E
F49	13.96	S94°20'00"W	F50	27.94	N94°20'00"E
F50	13.96	S103°48'48"W	F51	27.94	N103°48'48"E
F51	13.96	S113°17'36"W	F52	27.94	N113°17'36"E
F52	13.96	S122°46'24"W	F53	27.94	N122°46'24"E
F53	13.96	S132°15'12"W	F54	27.94	N132°15'12"E
F54	13.96	S141°44'00"W	F55	27.94	N141°44'00"E
F55	13.96	S151°12'48"W	F56	27.94	N151°12'48"E
F56	13.96	S160°41'36"W	F57	27.94	N160°41'36"E
F57	13.96	S170°10'24"W	F58	27.94	N170°10'24"E
F58	13.96	S179°39'12"W	F59	27.94	N179°39'12"E
F59	13.96	S189°08'00"W	F60	27.94	N189°08'00"E
F60	13.96	S198°36'48"W	F61	27.94	N198°36'48"E
F61	13.96	S208°05'36"W	F62	27.94	N208°05'36"E
F62	13.96	S217°34'24"W	F63	27.94	N217°34'24"E
F63	13.96	S227°03'12"W	F64	27.94	N227°03'12"E
F64	13.96	S236°32'00"W	F65	27.94	N236°32'00"E
F65	13.96	S246°00'48"W	F66	27.94	N246°00'48"E
F66	13.96	S255°29'36"W	F67	27.94	N255°29'36"E
F67	13.96	S264°58'24"W	F68	27.94	N264°58'24"E
F68	13.96	S274°27'12"W	F69	27.94	N274°27'12"E
F69	13.96	S283°56'00"W	F70	27.94	N283°56'00"E
F70	13.96	S293°24'48"W	F71	27.94	N293°24'48"E
F71	13.96	S302°53'36"W	F72	27.94	N302°53'36"E
F72	13.96	S312°22'24"W	F73	27.94	N312°22'24"E
F73	13.96	S321°51'12"W	F74	27.94	N321°51'12"E
F74	13.96	S331°20'00"W	F75	27.94	N331°20'00"E
F75	13.96	S340°48'48"W	F76	27.94	N340°48'48"E
F76	13.96	S350°17'36"W	F77	27.94	N350°17'36"E
F77	13.96	S359°46'24"W	F78	27.94	N359°46'24"E
F78	13.96	S369°15'12"W	F79	27.94	N369°15'12"E
F79	13.96	S378°44'00"W	F80	27.94	N378°44'00"E
F80	13.96	S388°12'48"W	F81	27.94	N388°12'48"E
F81	13.96	S397°41'36"W	F82	27.94	N397°41'36"E
F82	13.96	S407°10'24"W	F83	27.94	N407°10'24"E
F83	13.96	S416°39'12"W	F84	27.94	N416°39'12"E
F84	13.96	S426°08'00"W	F85	27.94	N426°08'00"E
F85	13.96	S435°36'48"W	F86	27.94	N435°36'48"E
F86	13.96	S445°05'36"W	F87	27.94	N445°05'36"E
F87	13.96	S454°34'24"W	F88	27.94	N454°34'24"E
F88	13.96	S464°03'12"W	F89	27.94	N464°03'12"E
F89	13.96	S473°32'00"W	F90	27.94	N473°32'00"E
F90	13.96	S483°00'48"W	F91	27.94	N483°00'48"E
F91	13.96	S492°29'36"W	F92	27.94	N492°29'36"E
F92	13.96	S501°58'24"W	F93	27.94	N501°58'24"E
F93	13.96	S511°27'12"W	F94	27.94	N511°27'12"E
F94	13.96	S520°56'00"W	F95	27.94	N520°56'00"E
F95	13.96	S530°24'48"W	F96	27.94	N530°24'48"E
F96	13.96	S539°53'36"W	F97	27.94	N539°53'36"E
F97	13.96	S549°22'24"W	F98	27.94	N549°22'24"E
F98	13.96	S558°51'12"W	F99	27.94	N558°51'12"E
F99	13.96	S568°20'00"W	F100	27.94	N568°20'00"E
F100	13.96	S577°48'48"W	F101	27.94	N577°48'48"E
F101	13.96	S587°17'36"W	F102	27.94	N587°17'36"E
F102	13.96	S596°46'24"W	F103	27.94	N596°46'24"E
F103	13.96	S606°15'12"W	F104	27.94	N606°15'12"E
F104	13.96	S615°44'00"W	F105	27.94	N615°44'00"E
F105	13.96	S625°12'48"W	F106	27.94	N625°12'48"E
F106	13.96	S634°41'36"W	F107	27.94	N634°41'36"E
F107	13.96	S644°10'24"W	F108	27.94	N644°10'24"E
F108	13.96	S653°39'12"W	F109	27.94	N653°39'12"E
F109	13.96	S663°08'00"W	F110	27.94	N663°08'00"E
F110	13.96	S672°36'48"W	F111	27.94	N672°36'48"E
F111	13.96	S682°05'36"W	F112	27.94	N682°05'36"E
F112	13.96	S691°34'24"W	F113	27.94	N691°34'24"E
F113	13.96	S701°03'12"W	F114	27.94	N701°03'12"E
F114	13.96	S710°32'00"W	F115	27.94	N710°32'00"E
F115	13.96	S720°00'48"W	F116	27.94	N720°00'48"E
F116	13.96	S729°29'36"W	F117	27.94	N729°29'36"E
F117	13.96	S738°58'24"W	F118	27.94	N738°58'24"E
F118	13.96	S748°27'12"W	F119	27.94	N748°27'12"E
F119	13.96	S757°56'00"W	F120	27.94	N757°56'00"E
F120	13.96	S767°24'48"W	F121	27.94	N767°24'48"E
F121	13.96	S776°53'36"W	F122	27.94	N776°53'36"E
F122	13.96	S786°22'24"W	F123	27.94	N786°22'24"E
F123	13.96	S795°51'12"W	F124	27.94	N795°51'12"E
F124	13.96	S805°20'00"W	F125	27.94	N805°20'00"E
F125	13.96	S814°48'48"W	F126	27.94	N814°48'48"E
F126	13.96	S824°17'36"W	F127	27.94	N824°17'36"E
F127	13.96	S833°46'24"W	F128	27.94	N833°46'24"E
F128	13.96	S843°15'12"W	F129	27.94	N843°15'12"E
F129	13.96	S852°44'00"W	F130	27.94	N852°44'00"E
F130	13.96	S862°12'48"W	F131	27.94	N862°12'48"E
F131	13.96	S871°41'36"W	F132	27.94	N871°41'36"E
F132	13.96	S881°10'24"W	F133	27.94	N881°10'24"E
F133	13.96	S890°39'12"W	F134	27.94	N890°39'12"E
F134	13.96	S899°08'00"W	F135	27.94	N899°08'00"E
F135	13.96	S908°36'48"W	F136	27.94	N908°36'48"E
F136	13.96	S918°05'36"W	F137	27.94	N918°05'36"E
F137	13.96	S927°34'24"W	F138	27.94	N927°34'24"E
F138	13.96	S937°03'12"W	F139	27.94	N937°03'12"E
F139	13.96	S946°32'00"W	F140	27.94	N946°32'00"E
F140	13.96	S956°00'48"W	F141	27.94	N956°00'48"E
F141	13.96	S965°29'36"W	F142	27.94	N965°29'36"E
F142	13.96	S975°08'24"W	F143	27.94	N975°08'24"E
F143	13.96	S984°37'12"W	F144	27.94	N984°37'12"E
F144	13.96	S994°06'00"W	F145	27.94	N994°06'00"E
F145	13.96	S103°34'48"W	F146	27.94	N103°34'48"E
F146	13.96	S113°03'36"W	F147	27.94	N113°03'36"E
F147	13.96	S122°32'24"W	F148	27.94	N122°32'24"E
F148	13.96	S132°01'12"W	F149	27.94	N132°01'12"E
F149	13.96	S141°30'00"W	F150	27.94	N141°30'00"E
F150	13.96	S151°08'48"W	F151	27.94	N151°08'48"E
F151	13.96	S160°37'36"W	F152	27.94	N160°37'36"E
F152	13.96	S170°06'24"W	F153	27.94	N170°06'24"E
F153	13.96	S179°35'12"W	F154	27.94	N179°35'12"E
F154	13.96	S189°04'00"W	F155	27.94	N189°04'00"E
F155	13.96	S198°32'48"W	F156	27.94	N198°32'48"E
F156	13.96	S208°01'36"W	F157	27.94	N208°01'36"E
F157	13.96	S217°30'24"W	F158	27.94	N217°30'24"E
F158	13.96	S227°09'12"W	F159	27.94	N227°09'12"E
F159	13.96	S236°38'00"W	F160	27.94	N236°38'00"E
F160	13.96	S246°06'48"W	F161	27.94	N246°06'48"E
F161	13.96	S255°35'36"W	F162	27.94	N255°35'36"E
F162	13.96	S265°04'24"W	F163	27.94	N265°04'24"E
F163	13.96	S274°33'12"W	F164	27.94	N274°33'12"E
F164	13.96	S284°02'00"W	F165	27.94	N284°02'00"E
F165	13.96	S293°30'48"W	F166	27.94	N293°30'48"E
F166	13.96	S303°09'36"W	F167	27.94	N303°09'36"E
F167	13.96	S312°38'24"W	F168	27.94	N312°38'24"E
F168	13.96	S322°07'12"W	F169	27.94	N322°07'12"E
F169	13.96	S331°36'00"W	F170	27.94	N331°36'00"E
F170	13.96	S341°04'48"W	F171	27.94	N341°04'48"E
F171	13.96	S350°33'36"W	F172	27.94	N350°33'36"E
F172	13.96	S360°02'24"W	F173	27.94	N360°02'24"E
F173	13.96	S369°31'12"W	F174	27.94	N369°31'12"E
F174	13.96	S379°00'00"W	F175	27.94	N379°00'00"E
F175	13.96	S388°28'48"W	F176	27.94	N388°28'48"E
F176	13.96	S397°57'36"W	F177	27.94	N397°57'36"E
F177	13.96	S407°26'24"W	F178	27.94	N407°26'24"E
F178	13.96	S416°55'12"W	F179	27.94	N416°55'12"E
F179	13.96	S426°24'00"W	F180	27.94	N426°24'00"E
F180	13.96	S435°52'48"W	F181	27.94	N435°52'48"E
F181	13.96	S445°21'36"W	F182	27.94	N445°21'36"E
F182	13.96	S454°50'24"W	F183	27.94	N454°50'24"E
F183	13.96	S464°19'12"W	F184	27.94	N464°19'12"E
F184	13.96	S473°48'00"W	F185	27.94	N473°48'00"E
F185	13.96	S483°16'48"W	F186	27.94	N483°16'48"E
F186	13.96	S492°45'36"W	F187	27.94	N492°45'36"E
F187	13.96	S502°14'24"W	F188	27.94	N502°14'24"E
F188	13.96	S511°43'12"W	F189	27.94	N511°43'12"E
F189	13.96	S521°12'00"W	F190	27.94	N521°12'00"E
F190	13.96	S530°40'48"W	F191	27.94	N530°40'48"E
F191	13.96	S540°09'36"W	F192	27.94	N540°09'36"E
F192	13.96	S549°38'24"W	F193	27.94	N549°38'24"E
F193	13.96	S559°07'12"W	F194	27.94	N559°07'12"E
F194	13.96	S568°36'00"W	F195	27.94	N568°36'00"E
F195	13.96	S578°04'48"W	F196	27.94	N578°04'48"E
F196	13.96	S587°33'36"W	F197	27.94	N587°33

33972 047

**Notes**

- The plot is subject to a Private Recreation Facilities Agreement recorded in Liber 26248 of Page 374.
- The plot is subject to her separate Home Owners Association Covenants of parcels prior to permits recorded in Liber 25098 of Page 104 and Liber 25079 of Page 032.
- Development of this property must conform to the Limited Detached Single Plan which was approved by the Planning Board on July 15, 2008. DM-04201 or as amended by any subsequent revisions thereto.
- Issuance of permits and development are subject to Transportation Conditions of MACTA Resolution No. 01-000412 & 04-00026.
- Conservation easements described on the plot are areas where the retention of structures and roads and the removal of vegetation are prohibited without prior written consent from the M-NCPPC Planning Director or designee. The removal of reserved trees, limbs, branches, or trunks is permitted.
- Development is subject to restrictions shown on the approved Type I Tree Conservation Plan (TICP) 2100-01, or as modified by the Type II Tree Conservation Plan, and prohibits any disturbance or destruction of any structure within specific areas. Failure to comply will result in a violation of an approved Tree Conservation Plan and will make the owner subject to mitigation under the Historical Conservation/Tree Preservation Policy.
- Prior to the issuance of any permit that proposes impacts to wetlands or wetland buffers or waters of the United States, the applicant shall submit the Environmental Planning Section of the City of College Park, and the City of Inverness with copies of the approved Federal and/or state permits and provide evidence in the permit package that copies have been delivered.
- Total development within the entire 18.4 acre subject property shall not exceed the size and amount of permitted land which that generates no more than the maximum number of peak hour (in the AM) and off-peak-hour vehicle trips and 6574 (94 peak-hour vehicle trips) established by the approval of 4-CR226 (MCP) No. 01-00102.
- Properties within the subsection have been identified as possibly having water levels that exceed 60' ASL due to not being on the level of some is above the Maryland designated acceptable water levels for residential uses.

**NOTE**  
The plot is being done pursuant to Section 24-102 (a)(1) to add an additional note per the Final Decision of the District Council. SP 00027, re surface. File Book: 75P 216-49.

**APPROVAL OF THE PLOT IS BASED UPON THE REASONABLE EXPECTATION THAT PUBLIC WATER AND SEWER SERVICE WILL BE AVAILABLE WHEN NEEDED AND IS CONDITIONED ON OBTAINING ALL OF THE CERTIFICATES CONTAINED IN THE WASHINGTON SUBURBAN BOUNDARY COMMISSION PROJECT AUTHORIZATION # DA 2003 2 01.**

**FOR PUBLIC WATER AND SEWER SYSTEMS ONLY**

Maryland National Capital Park and Planning Commission  
Prince George's County Planning Board

Department of Environmental Resources  
Prince George's County, Maryland

M-X-T ZONE  
4-01026

Recorded: 6-18-08  
Plot Book: 226  
Page: 061

**Dewberry**  
Engineers - Planners - Surveyors - Landscape Architects  
11000 GREENBELT AVENUE, SUITE 204 LANTANA, MD, 20786  
(301) 731-5501 FAX (301) 731-1158  
210 NE 05  
211 NE 05

**PLAT I GREENBELT METRO**

**GREENBELT STATION PARKWAY**  
(PUBLIC ROAD 06' R/W)

**PARCEL S-1**  
57056 AC

**BRANCHVILLE ROAD LLC**

**OPEN SPACE PARCEL**  
3405 SP

**WASHINGTON METRO TRANSIT AUTHORITY**

**VICINITY MAP**  
SCALE: 1"=100'  
ADD STREET MAP #7, DRG 05-0346-1046-7

**SURVEYOR'S CERTIFICATE**

I hereby certify that the plan is correct and is a subdivision of Part of Parcel's 84.

THIS IS A subdivision of part of the land conveyed to GREENBELT METROPARK LLC by deed dated June 24, 1989 and recorded among the Land Records of Prince George's County, Maryland in Liber 0298 of Page 404, and that the total area of land included in the plot of subdivision is 248.034 square feet or 5.7056 acres more or less.

*Joseph A. Haskins* 5/16/08  
Professional Land Surveyor  
Maryland License #1246

**OWNER'S DEDICATION**

We, GREENBELT METROPARK LLC, owners of the property shown herein and described in the Surveyor's Certificate, hereby accept the plot of subdivision, grant the Standing Sewer easement as shown here on to MDC, establish the minimum building restriction line, unless otherwise shown. Further, we grant to public utility, and to their respective successors and assigns, a 12' wide public utility easement in, through, over and across the land specified herein as "P.U.E." with hereto and provisions add grant being filed out forth in a certain document entitled "Declaration of Terms and Provisions for Public Utility Easement" and recorded among the Land Records of Prince George's County, Maryland in Liber 3705 of Page 742. Property markers will be placed in accordance with section 24-102 (b) (2) (A) of the Subdivision Regulations of the Prince George's County Code. There are no wetlands, actions of law, liens, taxes, mortgages or trusts affecting the property included in the plan of subdivision.

GREENBELT METROPARK LLC by  
GREENBELT COMPANY, INC. its President  
*David Haskins* 5/16/08  
Witness: *Joseph A. Haskins* Date  
VICE PRESIDENT  
He hereby consents to the plan of subdivision.

**WITNESSES**

*Joseph A. Haskins* David Haskins Date  
Witness: *Joseph A. Haskins* Date  
Witness: *Joseph A. Haskins* Date

**PLAT OF CORRECTION**  
**PLAT TEN**  
**PARCEL S-1, BLOCK "G"**  
**GREENBELT STATION**  
BERWYN No. 21 ELECTION DISTRICT  
PRINCE GEORGE'S COUNTY, MARYLAND  
SCALE 1"=100' MAY, 2008

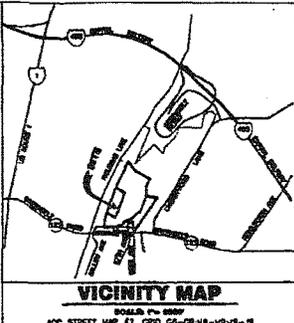
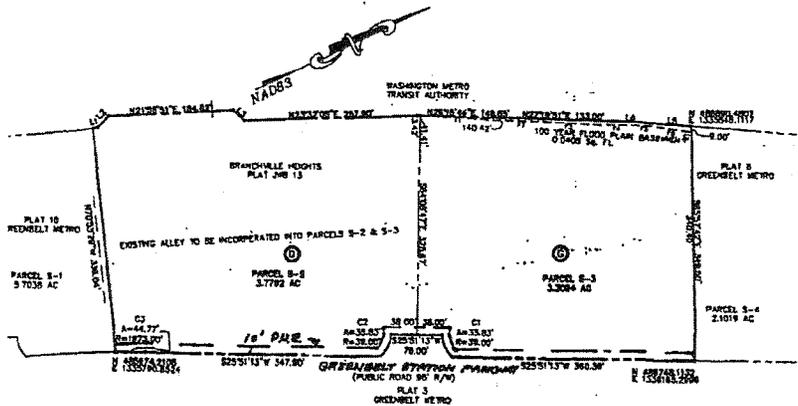
**LINE TABLE (PLAT)**

LINE	LENGTH	BEARING
L1	210.00	S89°29'21" W
L2	11.00	S89°29'21" W
L3	61.31	S89°29'21" W
L4	11.00	N45°15'00" E
L5	17.94	N45°15'00" E
L6	23.81	N45°15'00" E
L7	15.94	N45°15'00" E
L8	53.26	N45°15'00" E

**CURVE TABLE (PLAT)**

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	11.00	11.00	90°00'00"	11.00	S89°29'21" W	11.00
C2	11.00	11.00	90°00'00"	11.00	S89°29'21" W	11.00
C3	11.00	11.00	90°00'00"	11.00	S89°29'21" W	11.00
C4	11.00	11.00	90°00'00"	11.00	S89°29'21" W	11.00

- Notes**
- This plot is subject to a Private Recreation Facilities Agreement recorded in Liber 26623 in Folio 633.
  - This plot is subject to two separate Home Owners Association Conferences of records prior to permits recorded in Liber 26659 of Folio 765 and Liber 26671 of Folio 072.
  - Development of this property must conform to the Detailed Site Plan which was approved by the Planning Board on July 13, 2006, P20-0401 or as amended by any subsequent resolutions thereof.
  - Issuance of permits and development are subject to Transportation Conditions of POCP Resolution No. 01-100032 04-01028.
  - Conservation easements described on this plot are areas where the installation of structures and roots and the removal of vegetation are prohibited without prior written consent from the M-NCPPD Planning Director or designee. The removal of desirable trees, areas, branches or limbs is permitted.
  - Development is subject to restrictions shown on the approved Tree Conservation Plan (TCA/27702-01), or as modified by the Tree Conservation Plan, and prohibits any disturbance or installation of any structure within specific areas. Failure to comply will mean a violation of an approved Tree Conservation Plan and will make the owner subject to mitigation under the Wetland Conservation/Tree Preservation Policy.
  - Prior to the issuance of any permit that proposes projects to wetlands or wetland buffers or waters of the United States, the applicant shall furnish the Environmental Planning Section, the City of College Park, and the City of Greenbelt with copies of the approved notice and/or state permits and permits exhibited in the permit package that copies have been returned.
  - Total development within the entire 100-year flood plain property shall not exceed the net area and volume of potential land uses that generally are shown on the accompanying number of parcels shown on this plan. The total area of parcels S-2 and S-3 is 3.7792 AC and the total area of parcels S-1, S-2, S-3 and S-4 is 10.0000 AC.



**SURVEYOR'S CERTIFICATE**

I hereby certify that this plot is correct and is a subdivision of Part of Parcel's 04.

That it is a subdivision of part of the land conveyed to GREENBELT METRO PARK LLC by deed dated June 24, 1988 and recorded among the Land Records of Prince George's County, Maryland in Liber 12218 of Folio 834, and that the total area of land included in this plot of subdivision is 308.312 acres less or 7.0223 acres more or less.

*George E. Meyer* 10/6/06  
 George E. Meyer  
 Professional Land Surveyor  
 Maryland License 10990

**OWNER'S DEDICATION**

We, GREENBELT METRO PARK LLC, owners of the property shown hereon and described in the Surveyor's Certificate, hereby grant this plot of subdivision, grant the Sanitary Sewer Easement as shown hereon to M.D.C., establish the minimum building restriction line, unless otherwise shown. Further, we grant to public utilities, and to their respective successors and assigns, a 20' wide utility easement in, through, over and across the land identified herein as "10' U.L.E." with terms and provisions said grant being those set forth in a certain document entitled "Declaration of Terms and Provisions for Public Utility Easement" and recorded among the Land Records of Prince George's County Maryland in Liber 3703 of Folio 148. (Priority matters will be placed in accordance with section 24-120 (b) (3) (7) (i) of the Subordinate Regulations of the Prince George's County Code. There are no liens, claims of law, liens, mortgages or trusts affecting the property included in this plot of subdivision.

GREENBELT METRO PARK LLC by  
 DEVELOPMENT COMPANY, INC. its manager

*James A. Hoberg* 10-3-06  
 James A. Hoberg  
 Daniel L. Cotton  
 MCE FIDELITY  
 We hereby consent to this plan of subdivision.

**TRUSTEE BANK**  
*David Horvath*  
 David Horvath  
 Trustee  
 Witness *John A. Hoberg* 10/6/06  
 John A. Hoberg  
 Trustee

**LINE TABLE (PLAT)**

LINE	LENGTH	BEARING
L1	75.21	N15°27'30"W
L2	23.00	N62°30'00"E
L3	83.00	N66°36'31"E
L4	66.03	N27°11'51"E
L5	37.82	N28°32'11"E

**CURVE TABLE (PLAT)**

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	ARC	CHORD
C1	25.87	29.00	34°38'33"	19.29	38.31(35°0')	34.59	34.59
C2	25.87	29.00	34°38'33"	19.29	37.44(35°0')	34.59	34.59
C3	44.77	107.80	116°00'	62.97	103.0(120°0')	44.77	44.77

**FLOOD PLAIN LINE TABLE**

LINE	LENGTH	BEARING
F1	99.74	N28°32'11"E
F2	81.01	N62°30'00"E
F3	78.23	N66°36'31"E
F4	24.01	N27°11'51"E
F5	18.19	N27°11'51"E
F6	31.87	N41°13'00"E
F7	4.01	N67°42'25"E

Approval of this plot is based upon the responsible verification that public water and sewer services will be available when needed and is conditioned on fulfillment of the commitments contained in the Washington Suburban Sanitary Commission project authorization of DA 2003 2 D1.

FOR PUBLIC WATER AND SEWER SYSTEMS ONLY

Maryland National Capital Park and Planning Commission  
 Prince George's County Planning Board

APPROVED: November 2, 2006  
*James A. Hoberg*  
 James A. Hoberg  
 Assistant Secretary

Department of Environmental Resources  
 Prince George's County, Maryland

APPROVED: 10-6-06  
*John A. Hoberg*  
 John A. Hoberg  
 Director or Designate

M-X-T ZONE  
 4-01026

Recorded: 11-13-06  
 Plat Book REF 216  
 Page 48

**Dewberry**  
 Engineers - Planners - Surveyors - Landscape Architects  
 10000 DEERWOOD LANE, SUITE 204 LANTHAM, MD 20786  
 (301) 731-2851 FAX (301) 731-0168  
 210 NE 05  
 211 NE 05

**PLAT NINE**  
**PARCELS S-2 & S-3**  
**BLOCK "G"**  
**GREENBELT STATION**  
 BERWYN No. 21 ELECTION DISTRICT  
 PRINCE GEORGE'S COUNTY, MARYLAND  
 SCALE 1"=100' AUGUST 10, 2006

33972 049

**Notes**

- The plot is subject to a Private Recreation Facilities Agreement recorded in Liber 26,629 of Folio 0227
- This plot is subject to two separate Home Owners Association Covenants of record, one is recorded in Liber 20,069 of Folio 703 and Liber 26,071 of Folio 093
- Dimensions of this property most conform to the Detailed Site Plan which was approved by the Planning Board on 04/13/2006, SSP-0408 or as amended by any subsequent resolutions thereto.
- Issuance of permits and Development are subject to Transportation Conditions of POCOD Resolution No. 01-180072, 04-01026.
- Conservation easements described on this plot are areas where the installation of structures and roads and the removal of vegetation are prohibited without prior written consent from the M-NORPC Planning Director or his/her designee. Removal of hazardous trees, limbs, branches, or trunks is permitted.
- Development is subject to restrictions shown on the approved Tree Conservation Plan (TCP/27/00-01), or as modified by the Tree Conservation Plan, and prohibits any disturbance or installation of any structure within specific areas. Failure to comply with such a violation of an approved Tree Conservation Plan will result in a charge subject to mitigation under the Woodland Conservation/Tree Preservation Policy.
- Prior to the issuance of any permit that imposes impacts to wetlands or wetland buffers or waters of the United States, the applicant must obtain the Environmental Planning Section, the City of College Park, and the City of Greenbelt with copies of the approved permit and/or state permits and provide evidence in the permit package that such have been obtained.
- Total measurement within the system 1.63-9-acre subject property shall not exceed the area and phasing of permitted uses as they comply with the 1988 and 1989 Minimums and the 1988 and 1989 Final Plans. Four vehicle stalls shall be provided for approval of 4-01026 (PGCP No. 01-00-0012).

**FLOOD PLAIN LINE TABLE**

LINE	LENGTH	BEARING
F1	14.97	N60°39'34"W
F2	3.65	N61°25'30"W
F3	1.81	N61°25'30"W
F4	7.91	N60°34'25"W
F5	1.76	N61°25'30"W
F6	25.37	N63°21'43"E
F7	5.19	N60°37'28"W
F8	7.74	N61°25'30"W
F9	10.97	N61°24'24"W
F10	64.13	N60°24'15"W
F11	23.43	N61°25'30"W
F12	51.24	N60°32'22"W
F13	23.81	N60°43'20"W
F14	11.96	N61°24'28"W
F15	15.74	N61°11'13"W
F16	40.53	N60°30'17"W
F17	8.27	N60°25'37"E
F18	66.24	N57°32'34"W
F19	6.81	N60°26'10"W
F20	6.81	N61°14'31"W
F21	13.64	N74°02'41"W
F22	13.64	N55°56'28"W
F23	22.71	N84°44'35"W
F24	36.96	N61°11'11"W
F25	21.92	N74°13'28"W
F26	133.24	N64°30'34"W
F27	44.89	N64°49'29"W
F28	64.72	N63°21'43"W
F29	174.41	N68°14'26"W

**FLOOD PLAIN LINE TABLE**

LINE	LENGTH	BEARING
F30	94.36	N60°27'29"W
F31	156.71	N61°25'30"W
F32	18.83	S23°28'28"W
F33	15.56	N60°39'34"W
F34	18.21	S51°48'12"W
F35	14.54	S53°18'14"W
F36	18.60	S49°18'49"W
F37	5.81	N60°25'30"W
F38	95.74	N63°37'27"W
F39	126.48	N63°28'24"W
F40	11.19	S56°17'25"W
F41	15.08	S28°12'02"W
F42	123.27	S27°34'24"W
F43	181.34	S28°25'29"W
F44	226.79	S21°41'24"W
F45	18.11	S18°42'25"W

**LINE TABLE**

LINE	LENGTH	BEARING
L1	314	N60°25'30"W
L2	149	S19°27'45"W

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	73.12	47.05	89°58'27"	46.30	N67°47'44"W	43.97
C2	47.72	30.00	54°13'30"	33.17	N65°23'27"W	24.43
C3	133.17	74.80	112°27'18"	74.80	S65°32'21"W	130.94
C4	194.80	114.90	134°26'26"	98.34	S56°34'28"W	193.39

**VICINITY MAP**  
BLOCK 1700  
400 STREET MAP ST. CROSS ROAD GREENBELT-HIGHWAY-15

**SURVEYOR'S CERTIFICATE**  
I hereby certify that this plot is correct and is a subdivision of Part of Parcel S-6.  
That it is a subdivision of part of the land conveyed to GREENBELT METROPARK L.L.C. by deed dated June 24, 1998 and recorded among the Land Records of Prince George's County, Maryland in Liber 12,518 of Folio 134, and that the total area of land included in this plot of subdivision is 181,413 square feet or 4.1843 acres more or less, of which 23,407 square feet or 0.5372 of an acre of land to be dedicated to public use by the P&L.

*George A. Wright* 10/02/06  
Professional Land Surveyor  
Maryland License #16642

**OWNER'S DEDICATION**  
We, GREENBELT METROPARK L.L.C., owners of the property shown herein and described in the Surveyor's Certificate, hereby accept this site of subdivision, dedicate the interests as shown herein to public use by the P&L, Parcel S-6-C shown herein to be conveyed to Prince George's County and the City of Greenbelt and the City of Greenbelt intend to establish a 4.5804 acre parcel or more, establish the minimum building restriction, the undersubscribed areas. Further, we grant to public utilities, and to their respective successors and assigns, a 10' wide public utility easement to, through, over and across the land identified herein as "10' P&L" with terms and conditions said grant being those set forth in a certain document entitled "Declaration of Terms and Conditions for Public Utility Easement" and recorded among the Land Records of Prince George's County Maryland in Liber 2703 of Folio 7454. Property owners will be placed in accordance with section 24-122 (b) (3) (7) (9) of the Subdivision Regulations of the Prince George's County Code. There are no other, options of fee, lease, license, mortgages or trusts affecting the property included in this plan of subdivision.

*James L. Cotton* 10-3-06  
Witness  
VICE PRESIDENT  
We hereby consent to this plan of subdivision.

*James L. Cotton* 10/02/06  
Witness  
VICE PRESIDENT  
We hereby consent to this plan of subdivision.

**PLAT EIGHT  
PARCELS S-4,S-5,S-6 BLOCK "G"  
& OUTLOT 2  
GREENBELT STATION**  
BERWYN No. 21 ELECTION DISTRICT  
PRINCE GEORGE'S COUNTY, MARYLAND  
SCALE 1"=100' AUGUST 2006

**Dewberry**  
Engineers - Planners - Surveyors - Landscape Architects  
1000 DEERWOOD LANE, SUITE 204 LANTANA, FL 33468  
(888) 731-5561 FAX (888) 731-0168  
210 NE 05  
211 NE 05

Approval of this plot is based upon the reasonable expectation that public water and sewer service will be available upon needed and is conditional on fulfilling all of the requirements contained in the Washington Suburban Sanitary Commission project authorization # 04-2992 Z 01.

**FOR PUBLIC WATER AND SEWER SYSTEMS ONLY**

Maryland National Capital Park and Planning Commission  
Prince George's County Planning Board

Department of Environmental Resources  
Prince George's County, Maryland

M-X-T ZONE  
4-01026

Recorded: 11-19-06  
Plat Books: REP 216  
Plat: 47

Approved: *Michael R. 2006*  
Chairman  
Assistant Secretary

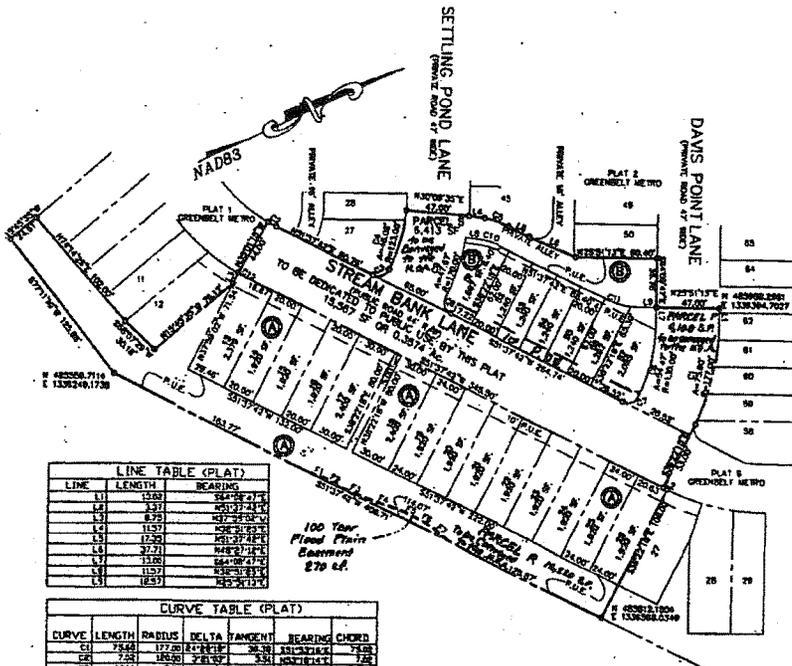
Approved: *10-6-06*  
Director of Design

M.M.C. & P.C. RECORD FILE NO. 5-06-012

REP 216-116

33972 050

- Notes
- This plot is subject to a Private Recreation Facilities Agreement recorded in Liber 28889 of Folio 529.
  - This plot is subject to two separate Home Owners Association Covenants of records prior to permits recorded in Liber 20068 of Folio 750 and Liber 20011 of Folio 058.
  - Development of this property must conform to the Official Site Plan, which was approved by the Planning Board on July 13, 2006, DSP-04081 or as amended by any subsequent revisions thereto.
  - Issuance of permits and Development are subject to Transportation Conditions of PGCPD Resolution No. 01-190012, 04-01028.
  - Conservation easements described on this plot are areas where the installation of structures and roads and the removal of vegetation are prohibited without prior written consent from the M-NCPPC Planning Director or designee. The removal of herbaceous trees, shrubs, prunings, or rocks is permitted.
  - Development is subject to restrictions shown on the approved Type I Tree Conservation Plan (TC9/27/00-01), or as modified by the Type II Tree Conservation Plan, and prohibits any disturbance or installation of any structure within specific areas. Failure to comply will result in a violation of an approved Tree Conservation Plan and will make the owner subject to enforcement under the Woodland Conservation/Tree Preservation Laws.
  - Prior to the issuance of any permit that proposes impacts to wetlands or wetland buffers or waters of the United States, the applicant shall notify the Environmental Planning Section, the City of College Park, and the City of Greenbelt with copies of the approved federal and/or state permits and provide evidence in the permit package that copies have been delivered.
  - This development within the area 100 Year Flood Plain shall not exceed the maximum amount of permitted land area that complies with the 100 Year Flood Plain Easement and peak flow rates of 1,000 cfs peak flow without being used for 100 Year Flood Plain activities as outlined in the approval of 9-21-02 (PGCPD No. 01-190(A)/2).



LINE TABLE (PLAT)

LINE	LENGTH	BEARING
L1	12.00	S84°52'14"E
L2	13.31	S50°32'41"E
L3	8.39	S37°39'24"E
L4	11.53	S00°00'00"E
L5	17.20	S00°00'00"E
L6	27.31	N48°27'18"E
L7	11.53	S84°52'14"E
L8	11.53	S84°52'14"E
L9	11.53	S84°52'14"E

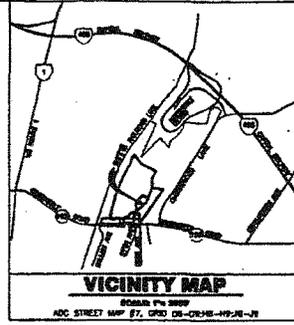
CURVE TABLE (PLAT)

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	78.68	177.00	84°52'14"	26.38	S15°32'41"E	72.00
C2	72.04	166.00	78°16'57"	23.81	S04°18'44"E	72.00
C3	14.14	6.00	87°00'00"	7.81	S86°32'14"E	14.14
C4	46.36	181.00	81°17'15"	83.28	N88°04'47"E	15.71
C5	17.09	36.00	18°26'17"	9.28	N84°14'24"E	16.98
C6	35.47	128.00	18°26'17"	27.41	S84°14'24"E	35.47
C7	14.14	6.00	87°00'00"	9.00	S84°14'24"E	14.14
C8	13.14	6.00	87°00'00"	9.00	S84°14'24"E	13.14
C9	27.47	175.00	18°26'17"	23.79	N84°14'24"E	41.84
C10	13.74	6.00	87°00'00"	9.00	N84°14'24"E	13.74
C11	24.56	34.00	18°26'17"	13.51	N88°04'47"E	26.72
C12	5.72	64.00	87°00'00"	4.86	N84°14'24"E	5.72

FLOODPLAIN LINE TABLE

LINE	LENGTH	BEARING
F1	16.53	S84°52'14"E
F2	16.53	S84°52'14"E
F3	16.53	S84°52'14"E
F4	16.53	S84°52'14"E
F5	16.53	S84°52'14"E
F6	16.53	S84°52'14"E
F7	16.53	S84°52'14"E

**FILED**  
AUG 19 2012  
OFFICE OF THE CLERK OF THE PRINCE GEORGE'S COUNTY, MD.



**SURVEYOR'S CERTIFICATE**

I hereby certify that this plot is correct and is a subdivision of Part of Parcel # 84.

That it is a subdivision of part of the land conveyed to GREENBELT METROPARK LLC by deed dated June 24, 1999 and recorded among the Land Records of Prince George's County, Maryland in Liber 20068 of Folio 058 and that the total area of land included in this plot of subdivision is 86,538 square feet or 1.9712 acre more or less, of which 15,787 square feet or 0.3574 of an acre of land to be dedicated to public use by this plat.

*George A. Wright* Date  
 George A. Wright  
 Professional Land Surveyor  
 Maryland License #1026

**OWNER'S DEDICATION**

We, GREENBELT METROPARK L.L.C., owners of the property shown hereon and described in the Surveyor's Certificate, hereby state that this plot of subdivision, dedicated to the streets as shown hereon for public use by this plat, establish the minimum building restriction line, unless otherwise shown. Further, we grant to public utility lines, and to their respective successors and assigns, a 10' wide public utility easement along all public rights of ways and a 5' wide public utility easement along some of the private roads and alleys as shown on this plat. Further, we do not intend to create any easements, servitudes, liens and across the land identified hereon as "10' R.I.T.S." and "5' R.I.T.S." with terms and provisions set forth in these set forth in a certain document entitled "Declaration of Terms and Provisions for Public Utility Easement" and recorded among the Land Records of Prince George's County, Maryland in Liber 3703 of Folio 748. Property markers are to be placed in accordance with sections 24-120 (b) (3) (7) (D) of the Subdivision Regulations of the Prince George's County Code. There are no debts, claims of law, liens, taxes, mortgages or debts affecting the property included in this plan of subdivision.

GREENBELT METROPARK L.L.C. by  
 DEVELOPMENT COMPANY, INC. its manager  
*James P. [Signature]* Date 8-3-12  
 Vice President  
 We hereby grant to this plan of subdivision.

SUBTRUST BANK  
 Trustee  
*[Signature]* Date  
 Trustee  
*[Signature]* Date

Approval of this plot is based upon the reasonable expectation that public water and sewer service will be available when needed and is conditioned on fulfillment of all of the commitments contained in the Washington Suburban Sanitary Commission project authorization # DA 2983 2 01.

FOR PUBLIC WATER AND SEWER SYSTEMS ONLY

Maryland National Capital Park and Planning Commission  
 Prince George's County Planning Board

APPROVED *[Signature]* Date November 2, 2006  
 Assistant Secretary

Department of Environmental Resources  
 Prince George's County, Maryland

APPROVED *[Signature]* Date 11-13-06  
 Director or Designee

M-X-T ZONE  
 4-01026

Recorded: 11-13-06  
 Plat Book: Rep 216  
 Plat: 46

**Dewberry**  
 Registered Professional Surveyors and Landmarks Architects  
 18022 BUCKINGHAM LANE, SUITE 204 LANTANA, FL 33468  
 (888) 731-2561 FAX (888) 731-0188  
 210 NE 05  
 211 NE 05

**PLAT SEVEN**  
**LOTS 13-26 & PARCEL R BLOCK "A"**  
**LOTS 51-57 & PARCELS S & P, BLOCK "B"**  
**GREENBELT STATION**  
 BERWYN No. 21 ELECTION DISTRICT /  
 PRINCE GEORGE'S COUNTY, MARYLAND  
 SCALE 1"=50'  
 AUGUST 2006

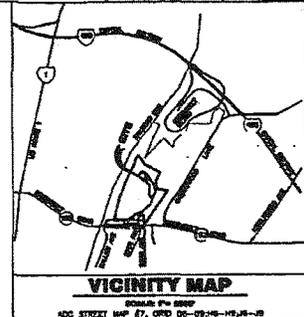
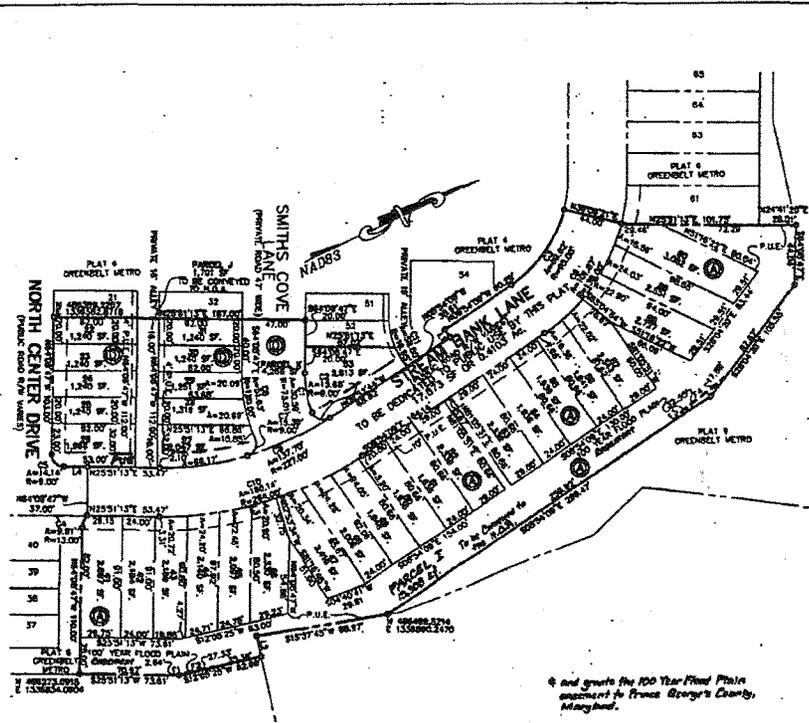
MSA CE 64-34463 18236-7



REP 216-44

33972 052

- Notes**
- This plot is subject to a Private Reservation Easement Agreement recorded in Liber 2663 at Folio 212.
  - This plot is subject to two separate Home Owners Association Conveyances of persons prior to permits recorded in Liber 20663 at Folio 793 and Liber 16071 at Folio 012.
  - Development of this property must conform to the Detailed Site Plan which was approved by the Planning Board on July 15, 2009, 09-10001 or as amended by any subsequent resolutions thereof.
  - Access of permits and Development are subject to Transportation Conditions of PCOFC Resolution No. 01-15000/04-01022.
  - Construction elements described on this plot are subject to the installation of structures and roads and the removal of vegetation are prohibited without prior written consent from the M-DCPC Planning Director or designer. The removal of hazardous trees, shrubs, bromeliads, or palms is permitted.
  - Development is subject to restrictions shown on the approved Type I Tree Conservation Plan (109/27/00-01), or as modified by the Type I Tree Conservation Plan, and prohibits any disturbance or destruction of any structure within specific areas. Failure to comply will mean a violation of an approved Tree Conservation Plan and will make the owner subject to mitigation under the standard Conservation/Tree Preservation Policy.
  - Prior to the issuance of any permit that proposes impacts to wetlands or wetland buffers or waters of the United States, the applicant must obtain the Environmental Planning Section, the City of College Park, and the City of Greenbelt with copies of the approved federal and/or state permits and provide evidence in the permit package that copies have been obtained.
  - Total development within the entire 102.9-acre subject property shall not exceed the maximum parking of 1000 cars and 1000 trucks. The maximum number of parking spaces shall be 1000. The maximum number of parking spaces shall be 1000. The maximum number of parking spaces shall be 1000. The maximum number of parking spaces shall be 1000.



**SURVEYOR'S CERTIFICATE**

I hereby certify that this plot is correct and is a subdivision of Part of Parcel's M. That it is a subdivision of part of the land conveyed to GREENBELT METROPARK LLC by deed dated June 24, 1993 and recorded among the Land Records of Prince George's County, Maryland in Liber 12218 at Folio 254, and that the total area of land included in this plot of subdivision is 102.9 acres less or 24,510 square feet or more or less of which 17,873 square feet or 0.4103 of an acre of land to be dedicated to public use by this plot.

*George A. Hightower*  
 Date  
 Professional Land Surveyor  
 Maryland License #10040

**OWNER'S DEDICATION**

We, GREENBELT METROPARK LLC, owners of the property shown hereon and described in the Surveyor's Certificate, hereby adopt this plot of subdivision, dedicating the streets as shown hereon to public use by this plot, attaching the minimum building restriction line, unless otherwise shown, further, we grant to public utilities, and to their respective successors and assigns, a 10' wide public utility easement along all public Right of Way and a 6' wide public utility easement along all private roads and alleys as shown on this plot, throughout and across the entire home-owners association parks, over and across the land identified hereon as "10' P.U.E." and "6' P.U.E." with terms and conditions said grant being those set forth in a certain document entitled "Declaration of Terms and Provisions for Public Utility Easement" and recorded among the Land Records of Prince George's County Maryland in Liber 3703 at Folio 710 (Property records will be placed in accordance with section 24-120 (3) (B) (7) (3) of the Subdivision Regulations of the Prince George's County Code. There are no public actions of law, liens, taxes, mortgages or leases affecting the property included in this plot of subdivision.

**FLOODPLAIN LINE TABLE**

LINE	LENGTH	BEARING
F1	6.96	S87°12'24"E
F2	65.91	S15°42'38"E
F3	6.34	N87°12'24"W
F4	42.35	N15°42'38"W

**LINE TABLE (PLAT)**

LINE	LENGTH	BEARING
L1	7.05	S87°12'24"E
L2	16.14	S77°12'24"E
L3	6.61	S87°12'24"E
L4	17.63	N87°12'24"W

**CURVE TABLE (PLAT)**

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	18.49	732.18	104°02'42"	155.1	S74°39'18"E	24.37
C2	18.48	732.18	104°02'42"	155.1	S74°39'18"E	24.37
C3	6.96	152.01	113°35'24"	24.4	S87°12'24"E	6.96
C4	6.96	152.01	113°35'24"	24.4	S87°12'24"E	6.96
C5	10.14	930.96	96°00'00"	100.0	S87°12'24"E	10.14
C6	13.20	277.00	147°00'00"	32.0	N00°00'00"E	13.20
C7	13.20	277.00	147°00'00"	32.0	N00°00'00"E	13.20
C8	31.62	100.00	36°59'51"	61.1	S74°39'18"E	31.62
C9	31.62	100.00	36°59'51"	61.1	S74°39'18"E	31.62
C10	20.14	152.01	113°35'24"	24.4	S87°12'24"E	20.14
C11	17.63	582.01	118°40'52"	63.7	N87°12'24"W	17.63

**FILED**  
 NOV 20 2008  
 CLERK OF THE COUNTY COURT  
 FOR PRINCE GEORGE COUNTY, MD.

GREENBELT METROPARK LLC by  
 DEVELOPMENT COMPANY, INC., manager

*James P. Hightower* *Robert A. Hightower*  
 Witness: *Robert A. Hightower*  
 Vice President  
 We hereby consent to the plot of subdivision.

DATE: 11-20-08

**PLAT FIVE**  
 LOTS 41-60 & PARCEL I, BLOCK "A"  
 LOTS 22-31 & PARCEL K, BLOCK "D"  
**GREENBELT STATION**  
 BERWYN No. 21 ELECTION DISTRICT  
 PRINCE GEORGE'S COUNTY, MARYLAND  
 SCALE 1"=50' SEPTEMBER 2006

FOR PUBLIC WATER AND SEWER SYSTEMS ONLY

Maryland National Capital Park and Planning Commission  
 Prince George's County Planning Board

APPROVED: *November 2, 2008*  
*James P. Hightower* Do *George A. Hightower*  
 Chairman Assistant Secretary

M.N.C. & P.C. RECORD FILE NO. 5-06301

Department of Environmental Resources  
 Prince George's County, Maryland

APPROVED: *11-6-08*  
*[Signature]* Date

Director or Designer

M-X-T ZONE  
 4-01026

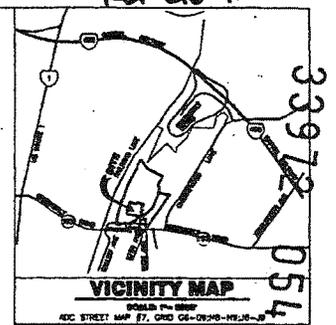
Recorded: 11.13.08  
 Plat Book: REP 216  
 Plot: 44

**Dewberry**  
 Engineers • Planners • Surveyors • Landscape Architects  
 10005 BIRCHWOOD LANE, SUITE 204 LANHAM, MD 20706  
 (301) 751-6651 FAX (301) 751-0188  
 210 NE 08  
 211 NE 05

P08271 MSA CA 2081 182553

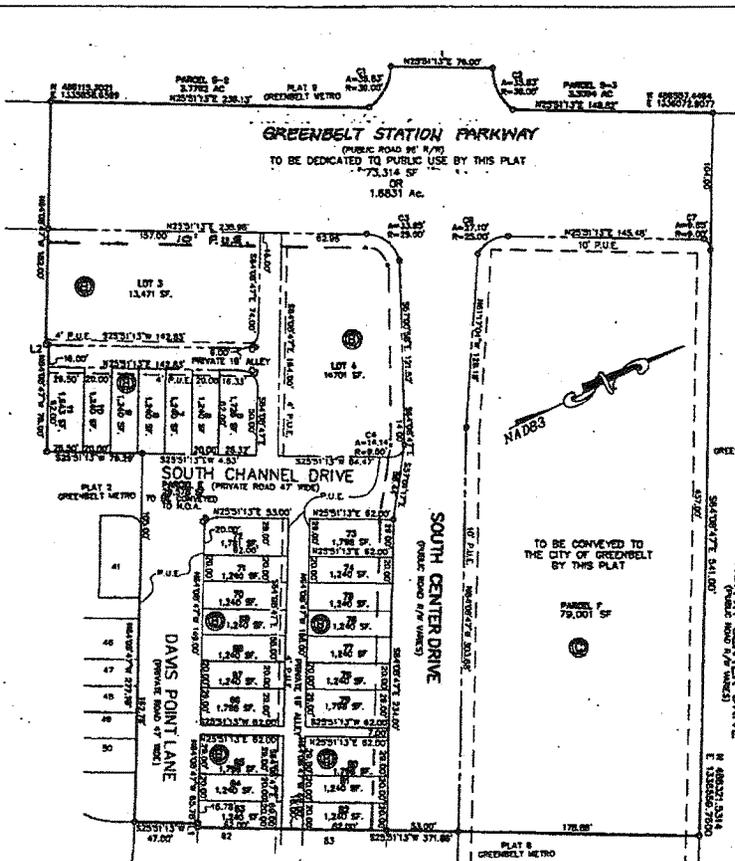


REP 216-42



33972  
054

- Notes**
- This site is subject to a Private Recreation Facilities Agreement recorded in Liber 246,234 Folio 2,227.
  - This site is subject to two separate Home-Owners Association Covenants of covenants prior to this plat recorded in Liber 26,669 at Folio 705 and Liber 26,977 at Folio 682.
  - Development of this property must conform to the Detailed Site Plan which was approved by the Planning Board on July 13, 2006, 199-14051 or as amended by any subsequent resolutions thereto.
  - Issuance of permits and development are subject to Transportation Conditions of PZCO Resolution No. 01-190(A)/X 04-01026.
  - Conservation easements described on this plat are areas where the installation of structures and roads and the removal of vegetation are prohibited without prior written consent from the Planning Director or his/her designee. The removal of hazardous trees, shrubs, branches, or trunks is permitted.
  - Development is subject to restrictions shown on the approved Type I Tree Conservation Plan (120/22700-01), or as modified by the Type II Tree Conservation Plan, and includes any deletions or modification of any structure within specific areas. Failure to comply will mean a violation of an approved Tree Conservation Plan and will make the entire subject to mitigation under the Woodland Conservation/Tree Preservation Policy.
  - Prior to the issuance of any permit that requires impacts to wetlands or wetland buffers or waters of the United States, the applicant shall submit the Environmental Planning Section, the City of College Park, and the City of Greenbelt with copies of the approved federal and/or state permits and provide evidence in the permit package that copies have been performed.
  - Total development within the entire 168.4-acre subject property shall not exceed the lots and spacing of permitted lots. See the general site plan for the maximum number of such lots. Type C, 1,275 sq. ft. lots shall be 1,275 sq. ft. lots. The number of such lots shall be as shown on the plat. (PZCO Resolution No. 01-190(A)/2).



**FILED**

NOV 18 2006  
CLERK OF THE DISTRICT COURT  
PRINCE GEORGE COUNTY, MD

**SURVEYOR'S CERTIFICATE**

I hereby certify that this plat is correct and is a subdivision of Part of Parcel 84.  
That it is a subdivision of part of the land conveyed to GREENBELT METROPARK, LLC by deed dated June 24, 1978 and recorded among the Land Records of Prince George's County, Maryland in Liber 13,315 of Folio 154, and that the total area of land included in this plat of subdivision is 247,724 square feet or 5,6579 acres more or less, of which 73,314 square feet or 1.6851 of an acre of land to be dedicated to public use by this plat.

*James A. Taylor*  
James A. Taylor  
Professional Land Surveyor  
Maryland License #1064

**OWNER'S DEDICATION**

WE, GREENBELT METROPARK, LLC, owners of the property shown hereon and described in the Surveyor's Certificate, hereby offer this plat of subdivision, dedicate the streets as shown hereon to public use by this plat, dedicate the minimum building restriction area, unless otherwise shown. Further, we grant to public utility, and to their respective successors and assigns, a 10' wide public utility easement along all public Right of Way and a 4' wide public utility easement along some of the private roads and alleys as shown on this plat. Through, over and across the entire home-owner association parcels now and hereon, the land identified hereon as "10' P.U.E." and "4' P.U.E." with terms and provisions said grant hereby these set forth in a certain document entitled "Declaration of Terms and Provisions for Public Utility Easement" and recorded among the Land Records of Prince George's County, Maryland in Liber 3703 of Folio 748. Property markers will be placed in accordance with section 24-100 (a) (5) (7) (1) of the Subdivision Regulations of the Prince George's County Code. There are no other actions of law, liens, leases, mortgages or trusts affecting the property included in this plat of subdivision.

*James A. Taylor*  
James A. Taylor  
Professional Land Surveyor  
Maryland License #1064

**SENIORST BANK**

*James A. Taylor*  
James A. Taylor  
Professional Land Surveyor  
Maryland License #1064

**LINE TABLE (PLAT)**

LINE	LENGTH	BEARING
1	1.275	S 89° 17' 12" W
2	1.275	S 89° 17' 12" W
3	1.275	S 89° 17' 12" W
4	1.275	S 89° 17' 12" W
5	1.275	S 89° 17' 12" W
6	1.275	S 89° 17' 12" W
7	1.275	S 89° 17' 12" W
8	1.275	S 89° 17' 12" W
9	1.275	S 89° 17' 12" W
10	1.275	S 89° 17' 12" W
11	1.275	S 89° 17' 12" W
12	1.275	S 89° 17' 12" W
13	1.275	S 89° 17' 12" W
14	1.275	S 89° 17' 12" W
15	1.275	S 89° 17' 12" W
16	1.275	S 89° 17' 12" W
17	1.275	S 89° 17' 12" W
18	1.275	S 89° 17' 12" W
19	1.275	S 89° 17' 12" W
20	1.275	S 89° 17' 12" W
21	1.275	S 89° 17' 12" W
22	1.275	S 89° 17' 12" W
23	1.275	S 89° 17' 12" W
24	1.275	S 89° 17' 12" W
25	1.275	S 89° 17' 12" W
26	1.275	S 89° 17' 12" W
27	1.275	S 89° 17' 12" W
28	1.275	S 89° 17' 12" W
29	1.275	S 89° 17' 12" W
30	1.275	S 89° 17' 12" W
31	1.275	S 89° 17' 12" W
32	1.275	S 89° 17' 12" W
33	1.275	S 89° 17' 12" W
34	1.275	S 89° 17' 12" W
35	1.275	S 89° 17' 12" W
36	1.275	S 89° 17' 12" W
37	1.275	S 89° 17' 12" W
38	1.275	S 89° 17' 12" W
39	1.275	S 89° 17' 12" W
40	1.275	S 89° 17' 12" W
41	1.275	S 89° 17' 12" W
42	1.275	S 89° 17' 12" W
43	1.275	S 89° 17' 12" W
44	1.275	S 89° 17' 12" W
45	1.275	S 89° 17' 12" W
46	1.275	S 89° 17' 12" W
47	1.275	S 89° 17' 12" W
48	1.275	S 89° 17' 12" W
49	1.275	S 89° 17' 12" W
50	1.275	S 89° 17' 12" W
51	1.275	S 89° 17' 12" W
52	1.275	S 89° 17' 12" W
53	1.275	S 89° 17' 12" W
54	1.275	S 89° 17' 12" W
55	1.275	S 89° 17' 12" W
56	1.275	S 89° 17' 12" W
57	1.275	S 89° 17' 12" W
58	1.275	S 89° 17' 12" W
59	1.275	S 89° 17' 12" W
60	1.275	S 89° 17' 12" W
61	1.275	S 89° 17' 12" W
62	1.275	S 89° 17' 12" W
63	1.275	S 89° 17' 12" W
64	1.275	S 89° 17' 12" W
65	1.275	S 89° 17' 12" W
66	1.275	S 89° 17' 12" W
67	1.275	S 89° 17' 12" W
68	1.275	S 89° 17' 12" W
69	1.275	S 89° 17' 12" W
70	1.275	S 89° 17' 12" W
71	1.275	S 89° 17' 12" W
72	1.275	S 89° 17' 12" W
73	1.275	S 89° 17' 12" W
74	1.275	S 89° 17' 12" W
75	1.275	S 89° 17' 12" W
76	1.275	S 89° 17' 12" W
77	1.275	S 89° 17' 12" W
78	1.275	S 89° 17' 12" W
79	1.275	S 89° 17' 12" W
80	1.275	S 89° 17' 12" W
81	1.275	S 89° 17' 12" W
82	1.275	S 89° 17' 12" W
83	1.275	S 89° 17' 12" W
84	1.275	S 89° 17' 12" W
85	1.275	S 89° 17' 12" W
86	1.275	S 89° 17' 12" W
87	1.275	S 89° 17' 12" W
88	1.275	S 89° 17' 12" W
89	1.275	S 89° 17' 12" W
90	1.275	S 89° 17' 12" W
91	1.275	S 89° 17' 12" W
92	1.275	S 89° 17' 12" W
93	1.275	S 89° 17' 12" W
94	1.275	S 89° 17' 12" W
95	1.275	S 89° 17' 12" W
96	1.275	S 89° 17' 12" W
97	1.275	S 89° 17' 12" W
98	1.275	S 89° 17' 12" W
99	1.275	S 89° 17' 12" W
100	1.275	S 89° 17' 12" W

**CURVE TABLE (PLAT)**

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C2	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C3	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C4	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C5	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C6	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C7	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C8	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C9	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C10	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C11	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C12	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C13	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C14	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C15	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C16	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C17	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C18	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C19	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C20	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C21	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C22	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C23	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C24	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C25	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C26	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C27	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C28	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C29	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C30	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C31	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C32	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C33	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C34	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C35	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C36	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C37	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C38	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C39	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C40	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C41	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C42	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C43	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C44	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C45	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C46	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C47	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C48	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C49	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C50	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C51	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C52	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C53	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C54	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C55	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C56	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C57	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C58	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C59	12.00	12.00	90° 00' 00"	12.00	S 89° 17' 12" W	12.00
C60	12.00	12.				

33972 055

REP 216-41

**Notes**

- The plot is subject to a Private Recreation Facilities Agreement recorded in Liber 266,634 Folio 8,229.
- This plot is subject to two separate Home Owners Association Covenants of records prior to permit recorded in Liber 266,634 at Folio 798 and Liber 24,771 at Folio 882.
- Conservation of this property must conform to the Digitized Site Plan which was approved by the Planning Board on July 13, 2006, 03-1-001 or as amended by any subsequent revisions thereto.
- Issuance of permits and development are subject to Transportation Conditions of PCCPD Resolution No. 01-150(A) 04-01026.
- Conservation easements described on this plot are areas where the installation of structures and roads and the removal of vegetation are prohibited without prior written consent from the M-DCPC Planning Director or designer. The removal of hazardous trees, vines, branches, or trunks is permitted.
- Development is subject to restrictions upon an approved Type I Tree Conservation Plan (T109/21/00-01), or as modified by the Type II Tree Conservation Plan, and prohibits any disturbance or destruction of any structure with specific areas. Failure to comply will mean a violation of an approved Tree Conservation Plan and will make the owner subject to mitigation under the Woodland Conservation/Tree Preservation Policy.
- Prior to the issuance of any permit, the proposed impacts to wetlands or wetland buffers or waters of the United States, the applicant shall obtain the Environmental Impact Statement, the City of College Park, and the City Planning Section, and the City of Greenbelt with copies of the approved federal and/or state permits and provide evidence in the permit package that copies have been delivered.
- Total developed within the entire 102.4-acre subject property shall not exceed the area and planting of particular land uses that comply with the public plans and management plan for the area. The total area of the subject property shall not exceed the area of the subject property as established by the approval of 4-0122 (PCCPD Resolution 01-150 (A)(B)).

Approved of this plot is based upon the responsible expectation that public water and sewer service will be available when needed and is conditioned on obtaining all of the covenants contained in the Washington Suburban Sanitary Commission project authorization of DC 2983 Z et.

FOR PUBLIC WATER AND SEWER SYSTEMS ONLY

Maryland National Capital Park and Planning Commission  
Prince George's County Planning Board

Department of Environmental Resources  
Prince George's County, Maryland

APPROVED *[Signature]* November 2, 2006  
Chairman

APPROVED *[Signature]* 11-02-06  
Date

APPROVED *[Signature]* 11-02-06  
Date

M.N.C. & P.C. RECORD FILE NO. 3-06300

Director or Designer

4-X-T ZONE  
4-01026

Recorded: 11-13-06  
Plat Book: REP 216  
Plat: 41

**Dewberry**  
Engineers - Planners - Surveyors - Landscape Architects  
10045 LEBEXWOOD LANE, SUITE 200 LAUREL, MD 20706  
(301) 731-6661 FAX (301) 731-0168  
210 NE 05  
211 NE 05

**GREENBELT STATION PARKWAY**  
TO BE DEDICATED TO PUBLIC USE BY THIS PLAT  
0.9519 AC.  
OR  
1.9039 AC.

**LINE TABLE**

LINE	LENGTH	BEARING
L1	11.77	N82°51'12"W
L2	11.77	S82°51'12"E
L3	11.77	S82°51'12"E
L4	11.77	S82°51'12"E
L5	11.77	S82°51'12"E
L6	11.77	S82°51'12"E
L7	11.77	S82°51'12"E
L8	11.77	S82°51'12"E
L9	11.77	S82°51'12"E
L10	11.77	S82°51'12"E
L11	11.77	S82°51'12"E
L12	11.77	S82°51'12"E

**VICINITY MAP**  
SHOWS THE PLOT  
ADC STREET MAP #7, DSD 08-0246-110,40-3

**SURVEYOR'S CERTIFICATE**

I hereby certify that this plat is correct and is a subdivision of Part of Parcel 9A. That it is a subdivision of part of the land conveyed to GREENBELT METROPARK, LLC by deed dated June 24, 1998 and recorded among the Land Records of Prince George's County, Maryland in Liber 23218 at Folio 554, and that the total area of land included in this plat of subdivision is 22,428 square feet or 0.5132 acres more or less, of which 0.9519 square feet or 0.15008 of an acre of land to be dedicated to public use by this plat.

*[Signature]* 10/13/06  
Date

**OWNER'S DEDICATION**

We, GREENBELT METROPARK, LLC, owners of the property shown herein and described in the Surveyor's Certificate, hereby submit this plat of subdivision, dedicates the streets as shown herein to public use by this plat, establish the minimum building restriction line, unless otherwise shown. Further, we grant to public utility, and to their respective successors and assigns, a 10' wide public utility easement along all public right of ways and a 5' wide public utility easement along some of the private roads and streets as shown on this plat. (through, over and across the land identified herein as "10' P.U.E." and "5' P.U.E." with terms and conditions used grant being those set forth in a certain document entitled "Dedication of Terms and Provisions for Public Utility Easement" and recorded among the Land Records of Prince George's County Maryland in Liber 3703 at Folio 748. Property owners will be placed in accordance with section 24-120 (b) (3) (i) of the Subdivision Regulations of the Prince George's County Code. There are no other actions of law, force, process, mortgages or trusts affecting the property included in this plat of subdivision.

GREENBELT METROPARK, LLC, by  
OR DEVELOPMENT COMPANY, INC. its manager

*[Signature]* 10/13/06  
VICE PRESIDENT  
We hereby consent to this plat of subdivision.

SUBTRUST BANK

Witness *[Signature]* both  
Date

*[Signature]* 10/13/06  
Trustee

**FILED**  
NOV 13 2006  
STATE OF THE GREAT DISTRICT  
FOR PRINCE GEORGE COUNTY, MD.

**PLAT TWO**  
LOT 3,5-12 & PARCELS C&D BLOCK "A"  
LOTS 1,2, 12-50 & PARCEL D BLOCK "B"  
GREENBELT STATION  
BERWYN No. 21 ELECTION DISTRICT  
PRINCE GEORGE'S COUNTY, MARYLAND  
SCALE 1"=50' SEPTEMBER 2006

031034 MSA CUU 2381 18255-2

P.G. CIRCUIT COURT (Land Records) [MSA CE 64-34463] MMB 33972, p. 0055. Printed 12/10/2012. Online 09/25/2012.



**DECLARATION OF COVENANTS AND DEVELOPMENT AGREEMENT**

The DECLARATION OF COVENANTS AND DEVELOPMENT AGREEMENT (“Declaration”) is made this \_\_\_ day of \_\_\_\_\_, 2013 by and between RENARD DEVELOPMENT COMPANY, LLC (“Renard”), a Maryland limited liability company whose address is 6411 Ivy Lane, Suite 200, Greenbelt, Maryland 20770 Attn: Garth E. Beall, and the CITY OF COLLEGE PARK, MARYLAND (the “City”) a municipal corporation of the State of Maryland.

WHEREAS, Renard is party is party to a certain Second Amended and Restated Joint Development Agreement dated October 6, 2011 (as amended, the “Joint Development Agreement”) between Renard and WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, a regional body, corporate and politic (“WMATA”) pursuant to which Renard holds certain rights to purchase and to develop certain real property consisting of approximately 78 acres (the “Property” or “North Core”) located in Prince George's County, which is the North Core of a mixed-use project known as Greenbelt Station (“Project”), located adjacent to the municipal boundaries of the City at the Greenbelt Metrorail Station and more particularly described on Exhibit A.

WHEREAS, this Declaration of Covenants is intended to and does supersede, in its entirety, that certain Development Agreement between the City and Metroland Developers, LLC/Greenbelt Metropark, L.L.C. dated August 3, 2005 (the “Original Development Agreement”), as and to the extent the Original Development Agreement relates to the development of the portion of Greenbelt Station known as the “North Core” and the obligations and responsibilities of the parties with respect thereto; and

WHEREAS, the City is concerned about the impact the Project may have on the City and its residents.

NOW, THEREFORE, in consideration of the aforesaid, and of other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, Renard hereby declares and agrees on behalf of itself its successors and assigns that the Property shall be held, transferred, sold, leased, rented, hypothecated, encumbered, conveyed or otherwise occupied subject to the following covenants, conditions, restrictions, limitations, and obligations which shall run with and bind the Property or any part thereof and shall inure to the benefit and be enforceable by the City, its successors and assigns as follows:

1. The recitals set forth above as well as the foregoing “NOW, THEREFORE,” are incorporated herein as operative provisions of the Covenants.

2. Renard will contribute \$1.25 Million (\$1,250,000.00) to the City for improvements to public facilities including, but not limited to, landscaping projects, streetscaping, sidewalks/crosswalks, traffic calming measures, and parking improvements. These funds shall be directed to such facilities adjacent to or in the vicinity of the Project. The payment of the above amount shall be made at the time of the first major out-sale<sup>1</sup> in the North Core.

If the first major out-sale in the Property has not occurred within ~~seven (7) years~~ from the date of this Agreement then the payment of \$1.25 Million for the North Core public improvements (“Payment”) shall be adjusted in accordance with the Urban Consumer Price Index (CPI-U) published by the United States Department of Labor beginning the first day of the seventh (7<sup>th</sup>) year and the first day every following year (each year of adjustment being referred to as an “Adjustment Year”) as follows:

---

<sup>1</sup> First major out sale is defined as a land purchase in excess of \$10 Million Dollars.

a. Within thirty (30) days following the end of each Adjustment Year, the CPI-U as averaged for the prior twelve month period shall be added to the Payment due to the City and shall be paid to the City as the time of the first major out-sale in the North Core.

b. If the Index is discontinued or revised during the term of this Agreement, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

c. Notwithstanding any other provision of this Paragraph 1, the contribution to be paid to the City shall in no event be less than two-thirds (2/3rds) of the \$1.25 Million Dollars, calculated in 2013 dollars.

3. The City shall cooperate with Renard in instituting any Tax Increment Financing Districts ("TIF") and County Special Taxing Districts ("STD") (including establishing development districts under the applicable statutes) which may be supported by County and/or State tax revenues, but shall not involve whatsoever any City tax revenues, including the City adopting resolutions or consents required by State or County law approving such County TIFs and County STDs and the applicable development districts.

4. The City acknowledges and supports the County's approval for the approved Conceptual Site Plan and Preliminary Plan for the Project as related to the North Core. The City acknowledges and supports Renard's efforts to secure the relocated Federal Bureau of Investigations (FBI) Headquarters facility at North Core. The City shall generally support approval of plans incorporating the occupancy of a portion of North Core by the FBI as long as they are found by the City to be in substantial conformance with the development plans submitted by Renard to the General Services Administration (GSA) in connection with its

response (the "RFI Response") to the Request for Information (RFI) issued by the GSA (Solicitation Number: FBI-HQ-RFI) and previously shown to the City. The City retains the right to comment on, object to, recommend conditions and/or appeal issues not previously addressed in the conceptual site plan and preliminary process (or in the RFI Response). The City further acknowledges that a conformance finding is not to be unreasonably withheld.

5. Provided Renard is not in default of this Declaration, the City shall not appeal or institute, participate or support any litigation with respect to anything covered by and in compliance with this Agreement. Provided that the City is not in default of this Declaration, Renard as relates to the North Core shall not appeal or institute, participate or support any litigation against the City with respect to anything covered by and in compliance with this Agreement.

6. Any and all approvals or consents of the City or Renard shall not be unreasonably withheld, conditioned nor delayed.

7. Each person accepting a deed, lease or other instrument conveying any interest in the Property shall be bound by the terms of this Declaration whether or not the same is incorporated or referred to in such deed, lease or instrument and this Declaration is hereby incorporated by reference in any deed or other conveyance of all or any portion of each person's interest in any real property subject hereto.

8. This Declaration of Covenants and Agreement shall be effective immediately as to Renard and shall be binding on its heirs, successors and assigns subject to the terms and conditions hereof.

9. The Property shall be held, conveyed, encumbered, sold, leased, rented, used, and/or occupied subject to the terms and provisions of this Declaration of Covenants, which shall run with the land.

10. If a party shall default in the performance of any obligation hereunder to be performed by such Party, then the other Party shall give the alleged Party written notice setting forth in specificity the default. If such alleged default is not cured within fifteen (15) days after such written notice, or with respect to non-monetary defaults such additional time as may be reasonably required if such non-monetary defaults cannot be cured within such 15 day period provided that the defaulting party diligently pursues the cure of such default, then any non-defaulting Party shall have the right to prosecute a proceeding at law or in equity against the defaulting Party for such default.

11. The City shall have the right to enforce, ay any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property, and/or Renard pursuant to the provisions of this Declaration of Covenants. The parties agree that if Renard should breach the terms of this Declaration of Covenants, the City 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 the event the City is required to enforce this Declaration of Covenants and Renard is determined to have violated any provision of this Declaration, Renard will reimburse the City for all reasonable costs of the proceeding including reasonable attorney fees. Should Renard prevail in any action brought by the City to enforce a provision of this Declaration of Covenants, the City shall reimburse said party for all reasonable costs of the proceeding including reasonable attorneys' fees.

12. This Declaration of Covenants and Agreement may not be amended or modified except in a writing executed by all parties hereto, and no waiver of any provision or consent hereunder shall be effective unless executed in writing by the waiving or consenting party.

13. This Declaration of Covenants shall be construed in accordance with the laws of the State of Maryland, excepting its conflict of law provisions. The provisions of this Declaration of Covenants and Agreement shall be deemed severable, so that if any provision hereof is declared invalid or violative of any federal, state or local law or regulation, all other provisions of this Declaration shall continue in full force and effect.

14. All signatures hereto represent that they have all requisite authority to execute this Declaration and bind their principals and the parties hereto.

15. Renard agrees to notify any and all purchasers of this Declaration.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and delivered.

WITNESS/ATTEST:

RENARD DEVELOPMENT COMPANY,  
LLC  
By: A.H. SMITH GREENBELT  
MANAGEMENT, L.L.C., MANAGER

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MARYLAND )  
 )  
COUNTY OF PRINCE GEORGE'S )

ss:

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for the State aforesaid, personally appeared \_\_\_\_\_, and that he, being authorized so to do, executed the foregoing Declaration of Covenants for the purposes therein contained by signing in my presence.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_(SEAL)  
Notary Public  
My Commission Expires: \_\_\_\_\_

WITNESS/ATTEST:

CITY OF COLLEGE PARK

\_\_\_\_\_  
Janeen S. Miller, City Clerk

By: \_\_\_\_\_  
Joseph L. Nagro, City Manager

STATE OF MARYLAND            )  
  )  
COUNTY OF                    )

ss:

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2013, before me, the subscriber, a Notary Public in the State and County aforesaid, personally appeared Joseph L. Nagro, who acknowledged himself to be the City Manager of the City of College Park, and that he, as such City Manager, being authorized so to do, executed the foregoing Declaration of Covenants for the purposes therein contained by signing in my presence, the name of said City of College Park, by himself, as City Manager.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_(SEAL)  
Notary Public  
My Commission Expires: \_\_\_\_\_

THIS IS TO CERTIFY that the within instrument has been prepared under the supervision of the undersigned Maryland attorney-at-law duly admitted to practice before the Court of Appeals.

\_\_\_\_\_  
Garth E. Beall

This document shall be recorded in the Land Records of Prince George's County. After recording, please return to:

Suellen M. Ferguson, Esq.  
Council, Baradel, Kosmerl & Nolan, P.A.  
P.O. Box 2289  
Annapolis, MD 21404-2289



# Annual Liquor License Renewals

## MEMORANDUM

TO: Mayor and Council

THROUGH: Joseph Nagro, City Manager

FROM: Robert Ryan, Director of Public Services 

DATE: January 17, 2014

SUBJECT: Alcoholic Beverage License Renewals 2014

### ISSUE

All alcoholic beverages licenses in the City of College Park are due for renewal within the next few months as indicated by the attached notice. The Prince George's County Board of License Commissioners (BOLC) requires that, if a municipality wishes to voice its recommendations for denial of a renewal, it must conduct a public hearing and submit a verbatim transcript to the Board no later than midnight on Friday, March 1, 2014.

### SUMMARY

The following licenses, by class, are due for renewal by the Board of License Commissioners on the dates shown. However, the deadline of March 1, 2014 for any show-cause hearings applies to all classifications. (Note: The asterisks [\*] indicate those establishments with Property Use Agreements with the City.)

1. The following is a list of Class A Off-Sale licenses (Off Sale only, six (6) days a week), also considered packaged goods stores, which will expire April 30, 2014:

**College Park Liquors**                      **#1 Liquors\***  
**Village Pump**

2. The following is a list of Class B Beer, Wine, and Liquor On/Off-Sale licenses (On and Off Sale, seven (7) days for beer and light wine; On and Off Sale, six (6) days for beer, wine and liquor; separate Off Sale facility to sell beer, wine and liquor), also considered packaged goods stores, which expire May 31, 2014:

**Fishnet Restaurant**                      **Town Hall**

3. The following is a list of Class B Beer, Wine, and Liquor Restaurant Type licenses (On Sale, seven (7) days for beer and light wine; On Sale six (6) days for beer, wine, and liquor; Special Sunday Sale Permit required for on sale consumption of liquor), which expire on May 31, 2014:

**Asian Fusion\***  
**Big Play Sports Grill\***  
**Bobby's Burger Palace\***  
**Chipotle Mexican Grill\***  
**Clucksters\***

**Cornerstone Grill and Loft\***  
**Hard Times Café\***  
**Noodles & Co.\***  
**R.J. Bentley's Filling Station**  
**The Jerk Pit\***

4. The following are two Class B, ECF licenses (Education Conference Facility): On Sale, seven (7) days for sale of beer and light wine; On Sale, six (6) days for beer, wine and liquor; Special Sunday Sale Permit required for On Sale consumption of liquor), which expire on May 31, 2014:

***Inn and Conference Center - University of Maryland University College Center of Adult Education*** - (Class B Education Facility - On Sale only, beer, wine and liquor)

***Dining Services, University of Maryland*** - (Class B - On Sale, campus only, beer, wine, and liquor)

5. The following is a list of Class B Beer and Wine Only licenses (On Sale, seven (7) days), which expire on May 31, 2014:

***Hanami Japanese Restaurant\****

***Pizza Autentica\****

***Ratsie's\****

***Shanghai Tokyo Café\****

6. The following is the City's only Class BH, Beer Wine and Liquor license (Hotel, On Sale, seven (7) days), which expires on May 31, 2014:

***Moose Creek Steakhouse\****

7. The following is a list of BLX Luxury alcoholic beverage licenses (On Sale only, seven (7) days for sale of beer and light wine, six (6) days for sale of alcohol over 14% by volume), which expire on May 31, 2014:

***Applebee's\****

***Azteca Bar and Grill\****

***Buffalo Wild Wings\****

***Ledo Restaurant\****

***Terrapins Turf\****

***Looney's Pub at College Park\****

8. The following is a list of Class C Beer, Wine and Liquor Club Category licenses (On Sale, seven (7) days, limited to members and their guests, except in the case of a Country Club - the word customer is used), which expire on June 30, 2014:

***American Legion Post #217***

***V.F.W. #5627***

***University of Maryland Golf Course (Mulligan's)***

***University of Maryland Alumni Association – Samuel Riggs IV Center (Fraternal)***

9. The following is a list of Class D alcoholic beverage licenses (On and Off Sale, seven (7) days), which expire on June 30, 2013:

***College Park Concessions (Bowling Alley)***

***Plato's Diner\****

***Shoppers Food Warehouse\****

10. The following is a list of Class D Beer and Wine license (On Sale only, seven (7) days), which will expire on June 30, 2014:

***Mamma Lucia's\****

Department staff has attempted to review the establishments' current status regarding violations of regulations of the Board of License Commissioners, the Prince George's County Fire/EMS Department, the Prince George's County Health Department, Prince George's County Police, and City citations. Any significant outstanding violations or issues known to us at this time are noted on the attached Liquor License Renewal Data Spreadsheet. Any information provided by other agencies after the date of this memo will be reported during the work session.

The Mayor and City Council historically took the opportunity presented by the annual renewal of liquor licenses to discuss compliance with the Property Use Agreement (PUA) contracts which establishments have with the City. This has not been the case since 2004. It was determined that the BOLC did not consider breach of the City's PUA contract to be sufficient to deny approval of a license renewal. The Mayor and City Council then decided to separate these discussions; to preserve their right to protest the renewal of liquor licenses based on criminal and regulatory law compliance; and to review compliance with PUA contracts separately from liquor license renewal. Now, Public Services staff reviews PUA compliance annually. Non-compliance is usually determined by staff investigation of a complaint or observation of a non-compliance issue by staff. There is no code enforcement procedure involved as these issues are contractual, not statutory. The City Manager and City Attorney are notified when breach of PUA terms is suspected. When voluntary compliance cannot be obtained for an egregious breach of a PUA issue, such as failure to install fire sprinklers, the City Attorney briefs the Council and they decide appropriate legal action.

**RECOMMENDATION**

It is anticipated that the Office of the States Attorney may still provide information relevant to an incident at one local business. If provided, further information will be distributed to the Council at the work session. Council may consider that and decide to object to any renewals, or not.

Attachments: BOLC Official Notice  
BOLC Classes of Licenses and Descriptions of Class of Licenses  
Liquor License Renewal Data Spreadsheet

## OFFICIAL NOTICE

Pursuant to Section 10-302 of Article 2B of the Annotated Code of Maryland, Notice is hereby given that all alcoholic beverage licenses in Prince George's County will expire as follows:

*Class A, Licenses expire on April 30th*

*Class B, Licenses expire on May 31st*

*Class C, Licenses expire on June 30th*

*Class D, Licenses expire on June 30th*

In order to process a protest against the granting of the 2014 - 2015 License Renewal, a protest notice must be submitted to the Board of License Commissioners no later than March 1, 2014.

Protest of a renewal shall be filed on or before March 1, 2014 at the Board of License Commissioners, 5012 Rhode Island Avenue, Hyattsville, Maryland 20781.

Should you have any questions, please contact the Board's Office at 301-699-2770.

BOARD OF LICENSE COMMISSIONERS  
(LIQUOR CONTROL BOARD)  
FRANKLIN D. JACKSON, CHAIRMAN  
SHAIHI MWALIMU, VICE CHAIRMAN  
CHARLES W. CALDWELL, III, COMMISSIONER  
EARL J. HOWARD, COMMISSIONER  
DAVID DAESOK SON, COMMISSIONER

Attest:  
Diane M. Bryant  
Administrative Assistant  
November 12, 2013

**CLASSES OF LICENSES:**

Class A License	Off Sale only, six (6) days a week; No sales of alcoholic beverages on Sunday
Class B License	On Sale seven (7) days for sale of beer and wine, six (6) days for sale of alcohol over 15.5% by volume – on sale only if issued after 1996
Class C License	On Sale only, seven (7) days
Class D License	On and Off Sale, seven (7) days – on sale only if issued after 1996

**DESCRIPTION OF CLASS OF LICENSES AND HOURS OF SALES**

Class A, Beer	Hours of off sale service are 6:00 a.m. to 12:00 midnight, six (6) days a week, Off Sale only of Beer, no consumption on the licensed premises. No Sales Permitted On Sunday.
Class A, Beer and Wine	Hours of off sale service are 6:00 a.m. to 12:00 midnight, six (6) days a week, Off Sale only of Beer and Wine, no consumption on the licensed premises. No Sales Permitted On Sunday.
Class A, Beer, Wine Liquor	Hours of off sale service are 6:00 a.m. to 12:00 midnight, six (6) days a week, Off Sale only of beer, wine and liquor no consumption on the licensed premises. No Sales Permitted On Sunday.
Class B, Beer	Hours of on sale consumption are 6:00 a.m. to 2:00 a.m., On Sale consumption only of beer unless grand fathered in prior to July 1, 1975. Holder of licenses prior to that date may exercise off sale privileges to include seven-(7) day license with food requirement until 12:30 a.m.
Class B, (GC)	This license is a seven (7) day license for the sale of beer and wine for the exclusive use on the premises of the M-NCPPC golf courses located within Prince George's County. Hours of operation are 11:00 a.m. to 10:00 p.m., daily Monday through Sunday.
Class B, Beer and Wine	Hours of on sale consumption are 6:00 a.m. to 2:00 a.m., On Sale consumption only of beer and wine unless grand fathered in prior to July 1, 1975. Holder of licenses prior to that date may exercise off sale privileges to include seven-(7) day license with food requirement until 12:30 a.m.
Class B, Beer, Wine & Liquor	Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. Premises with approved live entertainment may remain open until 3:00 a.m. This license includes seven (7) days On Sale Beer and Light Wine, six (6) days On Sale Beer, Wine and Liquor. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66)

Class B(R), Beer, Wine &  
Liquor

**THIS DESCRIPTION APPLIES TO LICENSES ISSUED PRIOR TO**

**OCTOBER 1996** - For Class B, Beer, Wine and Liquor licenses issued prior to October 1996 the hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except on Friday and Saturday with approved live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m. This license includes seven (7) days On & Off Sale Beer and Light Wine, six (6) days On & Off Sale Beer, Wine and Liquor. All off sales to be conducted over or contiguous to the main bar. Hours of service for off sale over the main bar are 6:00 a.m. until 12:00 midnight. Special Sunday Sale Permit required for On Sale consumption of Liquor. (\*See Rule No. 66)

Class B+, Beer, Wine &  
Liquors

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except on Friday and Saturday with approved live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m. This license includes seven (7) days On & Off Sale Beer and Light Wine, six (6) days On & Off Sale Beer, Wine and Liquor. (Separate off sale facility to sell beer, wine and liquor off sale). Hours of service for off sale over the main bar are 6:00 a.m. until 12:00 midnight. No off sale of Liquor on Sunday. Special Sunday Sale Permit required for On Sale consumption of Liquor. (\*See Rule No. 66)

Class B, BH

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except Friday and Saturday with live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m.. On sale consumption of alcoholic beverage is allowed from 8:00 a.m. - 2:00 a.m. on Sunday. This license has no off sale privileges.

Class B, BLX

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except Friday and Saturday with live entertainment. Premises with approved live entertainment may remain 3:00 a.m. Six (6) day On Sale consumption of Beer, Wine and Liquor and seven (7) days On Sale Beer and Wine, No off Sale privilege at all, Sunday Sales Permit required to serve alcoholic beverages. Food must be served until 12:30 a.m. in conjunction with sale of alcoholic beverages

Class B, Country Inn

Hours of operation and manner of dispensing alcoholic beverages to be determined by the Board of License Commissioners consistent with Article 2B Section 6-201. All sales to be On Sale only.

Class B-DD

This license is available in Designated Areas Only. The restaurant must provide bi-annual certifications that the sale of food exceeds the sales of alcoholic beverages.

- Class B, ECF Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. Monday through Saturday. This license includes seven (7) days On Sale Beer and Light Wine, six (6) days On Sale Beer, Wine and Liquor. Special Sunday Sale Permit required for On Sale consumption of Liquor. (\*See Rule No. 66). This license is known as an "Education Conference Facility" license to the University of Maryland, University College Center of Adult Education for the sale of beer, wine and liquor by the drink within the center, from one or more outlets, for consumption on the license premises.
- Class B, MB22 This license in on sale only of liquor to a Class 7 Microbrewery licensed establishment in the 22<sup>nd</sup> Legislative District.
- Class B, RD This license is an on sale only license for liquor by the drink in an establishment located in a designated Revitalization District
- Class B, ECF/DS Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. Monday through Saturday. This license includes seven (7) days On Sale Beer and Light Wine, six (6) days On Sale Beer, Wine and Liquor. Special Sunday Sale Permit required for On Sale consumption of Liquor. (\*See Rule No. 66). This license is known as an "Education Conference Facility/Dining Services" license to the University of Maryland, College Park Campus for the sale of beer, wine and liquor by the drink within the center, from one or more outlets, for consumption on the license premises.
- Class B, ECR  
Equestrian Center This license is a seven-(7) day license for the sale of beer, wine and liquor for use at the Equestrian Center. Hours of on sale consumption are Monday through Saturday from 8:00 a.m. to 2:00 a.m. Sunday sales of beer and light wine containing 15.5% or less of alcohol by volume from 8:00 a.m. to 2:00 a.m. Special Sunday Sale Permit required for On Sale consumption of Liquor. (\*See Rule No. 66)
- Class B, BCE Catering Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. Monday through Saturday. This license includes seven (7) days On Sale Beer and Light Wine, six (6) days On Sale Beer, Wine and Liquor. Special Sunday Sale Permit required for On Sale consumption of Liquor. (\*See Rule No. 66). This license is limited and restricted to on sale consumption of alcoholic beverages on the licensed premises by participants of catered events. No off sale privileges will be exercised.
- Class B, Baseball Stadium This license is a seven-(7) day license for the sale of beer and wine for use at a Baseball Stadium. Hours of on sale consumption are Monday through Saturday from 6:00 a.m. to 2:00 a.m. and Sunday from 8:00 a.m. to 2:00 a.m.
- Class B, Football Stadium This license is a seven-(7) day license for the sale of beer, wine and liquor for use at the Football Stadium.

Class C Beer,  
Beer and Wine

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. seven-(7) days On Sale consumption only.

Class C, Beer, Wine &  
Liquor  
Fraternal  
Veterans  
Yacht Club  
Country Club  
Golf & Country Club

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m., seven (7) days On Sale on consumption limited to members and their guests except in the case of a Country Club - the word customer is used

Class D, Beer  
Beer and Wine

Licenses issued pursuant to Rule and Regulation Number 22 the hours of on sale consumption are 6:00 a.m. to 2:00 a.m. with no food requirements. This is a seven-(7) day On Sale only License.

Class D(R), Beer  
Beer and Wine

**THIS DESCRIPTION APPLIES TO LICENSES ISSUED PRIOR TO OCTOBER 1996** - Hours of on sale consumption are 6:00 a.m. to 2:00 a.m.; that hours for off sale service is 6:00 a.m. - 12:00 midnight with no food requirements. Licenses issued prior to October 1996 may sell beer and wine On and Off Sale seven (7) days a week.

**Liquor Licenses for Renewal 2014**

<b>Establishment</b>	<b>Type of License</b>	<b>County Fee</b>	<b>Expires</b>	<b>City Fee</b>	<b>Reported Alcoholic Beverage Sales</b>	<b>Required PUA Alcoholic Beverage Sales</b>
#1 Liquors 8200 Baltimore Avenue	Class AL Off Sale	\$ 910.00	4/30/14	182.00	N/A	N/A
American Legion Post 217 9218 Baltimore Avenue	Class C, Veterans Beer, Wine, and Liquor	\$ 910.00	6/30/14	182.00	N/A	N/A
Applebee's Neighborhood Grill & Bar 7242 Baltimore Avenue	Class BLX	\$3,025.00	5/31/14	605.00	TBD	35%
Asian Fusion 8601 Baltimore Ave	Class BH Beer, Wine, and Liquor	\$5,000.00	5/31/11	1,000.00	TBD	35% – Rest 65% - Banquet
Azteca Restaurant and Cantina 9205 Baltimore Avenue	Class B, BLX – Beer, Wine and Liquor	\$3,025.00	5/31/14	605.00	20.12%	40%
Big Play Sports Grill (t/a) E2A LLC 7313-A&B Baltimore Ave	Class B, Beer, Wine and Liquor	\$1,455.00	5/31/14	291.00	61%	50%
Bobby's Burger (t/a) BBP of College Park Beverages 8150 Baltimore Avenue	Class B, Beer, Wine and Liquor	\$1,455.00	5/31/14	291.00	TBD	35%
Buffalo Wild Wings (t/a) WWA-College Park, LLC 10240 Baltimore Avenue	Class BLX Beer Wine and Liquor	\$3,025.00	5/31/14	605.00	33.82%	50%
Chipotle Mexican Grill 7332 Baltimore Avenue	Class BL Beer, Wine, and Liquor	\$1,455.00	5/31/14	291.00	<.03%	25%
College Park Liquors 8147 E & F Baltimore Avenue	Class AL Beer, Wine, and Liquor	\$ 910.00	4/30/14	182.00	N/A	N/A
College Park Concessions Co. (Bowling Alley) 9021 Baltimore Avenue	Class D(R) (On and Off Sale, 7 days)	\$ 365.00	6/30/14	73.00	24%	N/A
Cornerstone Grill & Loft 7325 Baltimore Avenue	Class BL Beer, Wine, and Liquor	\$1,455.00	5/31/14	291.00	59%	55%
Cluckster's (t/a) CUC of College Park, LLC 7415-B Baltimore Avenue	Class B Beer and Wine	\$ 365.00	05/31/14	73.00	TBD	30%

\*Shaded area indicates those establishments with Property Use Agreements with the City of College Park

Liquor Licenses for Renewal 2014						
Establishment	Type of License	County Fee	Expires	City Fee	Reported Alcoholic Beverage Sales	Required PUA Alcoholic Beverage Sales
<b>Fishnet Restaurant LLC</b> 5008 – 5010 Berwyn Road	Class B Beer and Wine	\$ 365.00	05/31/14	73.00	1.6%	80%
<b>Hanami Japanese Restaurant</b> 8145-F Baltimore Avenue	Class B Beer and Wine	\$ 365.00	05/31/14	73.00	TBD	40%
<b>Hard Times Café</b> 4738 Cherry Hill Road	Class BL Beer, Wine, and Liquor (On Sale, 7 days)	\$1,455.00	6/30/14	291.00	20.5%	35%
<b>Ledo Restaurant</b> 4509 Knox Road	Class BLX	\$3,025.00	06/30/14	605.00	TBD	50%
<b>Looney Pub of College Park</b> 8150 Baltimore Avenue	Class B, BLX	\$3,025.00	06/30/14	605.00	49%	50%
<b>Mamma Lucia's</b> 4736 Cherry Hill Road	Class DW Beer and Wine, (On Sale Only, 7 days)	\$ 365.00	6/30/14	73.00	5.0%	25%
<b>Moose Creek Steakhouse</b> Holiday Inn 10000 Baltimore Avenue	Class BH Beer, Wine, and Liquor	\$5,000.00	5/31/14	1,000.00	TBD	30%
<b>Noodles &amp; Company</b> 7320 Baltimore Avenue	Class BL Beer, Wine, and Liquor (On Sale)	\$1,455.00	5/31/14	291.00	6%	15%
<b>Plato's Diner</b> 7150 Baltimore Avenue	Class DW (On and Off Sale, 7 days)	\$ 365.00	6/30/14	73.00	TBD	35%
<b>Pizza Autentica (t/a) Old Line Enterprises</b> 8300 Baltimore Avenue	Class B, Beer, Wine & Liquor	\$ 365.00	5/31/14	73.00	TBD	35%
<b>R. J. Bentley's</b> 7323 Baltimore Avenue	Class BL (R) Beer, Wine, and Liquor	\$1,455.00	5/31/14	291.00	N/A	N/A
<b>Ratsie's Terrapin Eatery</b> 7400 Baltimore Avenue	Class BW Beer and Wine Only	\$ 365.00	5/31/14	73.00	17%	25%

\*Shaded area indicates those establishments with Property Use Agreements with the City of College Park

**Liquor Licenses for Renewal 2014**

<b>Establishment</b>	<b>Type of License</b>	<b>County Fee</b>	<b>Expires</b>	<b>City Fee</b>	<b>Reported Alcoholic Beverage Sales</b>	<b>Required PUA Alcoholic Beverage Sales</b>
<b>Shanghai Tokyo Cafe (t/a)</b> Shanghai Tokyo Café of College Park Corporation 8300 Baltimore Avenue, Suite 102	Class B, Beer and Wine License	\$ 365.00	5/31/14	73.00	TBD	30%
<b>Shoppers Food Warehouse Eastern Beverages</b> 4720 Cherry Hill Road	Class DW (R) Beer and Wine	\$ 365.00	6/30/14	73.00	N/A	N/A
<b>Terrapins Turf</b> 4410 Knox Road	Class B, BLX	\$3,025.00	06/30/14	605.00	54%	50%
<b>The Jerk Pit</b> 9078 Baltimore Avenue	Class B Beer, Wine and Liquor	\$ 365.00	6/30/14	73.00	TBD	20%
<b>Town Hall</b> 8135 Baltimore Avenue	Class BL Plus (Beer, Wine and Liquor – On and Off)	\$2,420.00	5/31/14	484.00	N/A	N/A
<b>University of Maryland Alumni Association</b> Samuel Riggs IV Center	Class BCE (Fraternal) Beer, Wine, and Liquor	\$3,630.00	6/30/14	726.00	N/A	N/A
<b>University of Maryland Golf Course (Mulligan's)</b> 4690 University Boulevard	Class C, GCC Beer, Wine, and Liquor	\$1,815.00	6/30/14	363.00	N/A	N/A
<b>University of Maryland Dining Services</b> 1250 South Campus Building South Campus Dining Hall	Class B, ECF /DS	\$7,425.00	5/31/14	1,485.00	N/A	N/A
<b>University of Maryland University College Center of Adult Education</b> The Inn and Conference Center University Blvd. at Adelphi Road	Class B Beer, ECF ( <i>Education Conference Facility</i> ) - <i>Special Sunday Sale Permit required for On sale consumption of liquor</i>	\$4,325.00	5/31/14	865.00	N/A	N/A
<b>V.F.W. Post 5627</b> 5051 Branchville Road	Class C, Veterans Beer, Wine, and Liquor (On Sale, 7 days, limited to members and their guests)	\$ 910.00	6/30/14	182.00	N/A	N/A

\*Shaded area indicates those establishments with Property Use Agreements with the City of College Park

Liquor Licenses for Renewal 2014						
Establishment	Type of License	County Fee	Expires	City Fee	Reported Alcoholic Beverage Sales	Required PUA Alcoholic Beverage Sales
Village Pump 4901 Greenbelt Road	Class AL Off Sale	\$ 910.00	4/30/14	182.00	N/A	N/A

\*Shaded area indicates those establishments with Property Use Agreements with the City of College Park

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**Comments on  
County's  
draft  
Stormwater  
Design  
Manual**

## MEMORANDUM

**To:** Joe Nagro, City Manager  
**From:** Steven E. Halpern, P.E.  
**Date:** January 14, 2014  
**Subject:** Comments on County's draft Stormwater Design Manual

**Request:**

On December 27, 2014, Susan D. Hubbard, Prince George's County Public Information Officer, Department of Permitting, Inspections and Enforcement forwarded the City a direct link to Prince George's County's final draft of the new Stormwater Design Manual for our review and comment. The draft includes changes required as a result of legislation adopted by the Maryland General Assembly and referenced in the Maryland Department of Environment (MDE) Stormwater Management Design Manual.

**Review:**

The purpose of the County revising its Stormwater Design Manual is to be current with the newly adopted State Law that provides for the protection of our waterways through environmentally sound land development practices.

The County's Stormwater Management Design Manual is a design manual with lots of technical information for the purpose of providing design guidance to developer engineers who are engaged in developing parcels of land within in Prince George's County. The manual includes design criteria, computations methods, review and permitting processes, and construction inspection. The new design manual emphasizes Best Management Practices (BMP) through Environmental Site Design (ESD) methods.

Some examples of Non Structural BMP's are: green roofs, permeable pavement, reinforced turf, disconnection of rooftop runoff, sheet flow to conservation areas, rainwater harvesting, submerged gravel wetland, landscape infiltration, infiltration berms, dry wells, micro-bioretenion, rain gardens, swales, and enhanced filters. The ESD is the actual design practice.

The impact on the City is good. The City will be compliant through County oversight by DER and DPIE with the Maryland Department of Environment (MDE) mandated regulations such as the National Pollutant Discharge Elimination System (NPDES) and Watershed Improvement Program, Phase II (WIP2) that require the reduction of Total Maximum Daily Load (TMDL) - which require the reduction of phosphorous, nitrogen, and suspended solids from entering our local and national waterways from land development activities.

Overall, the impact to the City is what State law mandates. All developments must and will follow the Maryland State Stormwater Regulations. The County was granted the authority from the State to oversee that the stormwater management law is followed. The County has only incorporated the State regulations into their design manual.

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**Extension of  
Comcast  
Franchise  
Agreement  
During Informal  
Negotiations**

## MEMORANDUM

**To:** Mayor and Council

**From:** Suellen M. Ferguson, Esq.

**CC:** Joe Nagro, City Manager

**Date:** January 17, 2014

**Re:** Extension of Comcast Cable Franchise

### ISSUE:

The City is currently in negotiations with Comcast Cable to re-new the cable franchise agreement. The current franchise agreement is about to expire.

### SUMMARY:

The City entered into a cable franchise agreement with Jones Communications of Maryland, Inc., on February 9, 1999. The franchise was thereafter transferred to Comcast. The term of the franchise is fifteen years. The City is participating with the County and the other Prince George's municipalities in a joint negotiation with Comcast. Based on the schedule adopted by the team, it is not expected that a new agreement will be reached until September. As a result, it will be necessary to extend the franchise agreement on the same terms and conditions, until negotiations have concluded. The College Park Cable Commission voted on January 9, 2014 to recommend that the City extend the franchise for this purpose. Comcast has agreed to provide a letter and template resolution to this effect next week.

### RECOMMENDATION

That the Council consider adoption of a resolution to extend the Comcast franchise on the same terms and conditions until negotiations have concluded or as otherwise necessary.

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# Legislation

## LEGISLATIVE INFORMATION REPORT

**TO:** Mayor and City Council  
**FROM:** Bill Gardiner, Assistant City Manager *BG*  
**THROUGH:** Joseph Nagro, City Manager  
**DATE:** January 17, 2014  
**SUBJECT:** State Legislation Update

### SUMMARY

The City's 2014 legislative requests are the following: 1. Removal of the sunset provision on the legislation that allows municipalities to enter into agreements with the UM so residents can use the UM Shuttle; 2. Legislation that allows the City to join the Maryland State Retirement and Pension System at less than 100% eligible and creditable service; and 3. Modification to the school facilities surcharge exemption zones.

#### **PG 403-14 University of Maryland College Park Bus Service - Motor Vehicle Permit Exception - Removal of Sunset**

**Sponsor** Senators Rosapepe and Pinsky, Delegates Barnes, Frush, Gaines, Healey, Pena-Melnyk and Washington)

**Synopsis** Ends the termination date for the law allowing College Park residents to use the University of Maryland College Park bus system in select circumstances.

**Status:** Approved by consent in the County Affairs Committee on January 16<sup>th</sup> and reported favorably out of the Delegation on Friday, January 17th.

#### **PG 404-14 City of College Park Employees - Participation in the Employees' Pension System**

**Sponsor** Senator Rosapepe, Delegates Barnes, Frush and Pena-Melnyk

**Synopsis** Allows certain employees of the City of College Park to participate in the state's employee pension system.

**Status:** Approved by consent in the County Affairs Committee and no action taken (held for one week in the County Delegation on Friday, January 17, 2014. Probably will be voted on January 24<sup>th</sup>. Bill held at the request of Subcommittee Chair for Pensions, Delegate Melony Griffith, to give her more time to review the legislation.

#### **PG 405-14 College Park Student Housing Subsidy Reduction Act**

**Sponsor** Senator Rosapepe, Delegates Barnes, Frush and Pena-Melnyk

**Synopsis** Altering the area within which the Prince George's County school facilities surcharge does not apply to multi-family housing designated as student housing, and generally relating to the application of the school facilities surcharge in Prince George's County.

**Status:** No Action

**Additional Bills of Particular Interest to College Park:**

**PG 406-14**      **Transportation- Interstate 95 Link to Roadways or Property Near the University of Maryland, College Park - Spending Prohibited**  
Sponsor          Senators Pinsky and Rosapepe, Delegates Niemann, Frush, Gaines and Pena-Melnyk  
Synopsis          Transportation- Interstate 95 Link to Roadways or Property Near the University of Maryland, College Park - Spending Prohibited  
**Status: No Action**

**PG 407-14**      **Transportation - Roadway Near High Voltage Electric Transmission Line in Prince George's County - Limitation**  
Sponsor          Senators Pinsky and Rosapepe, Delegates Niemann, Frush, Gaines and Pena-Melnyk  
Synopsis          Transportation - Roadway near High Voltage Electric Transmission Line in Prince George's County – Limitation  
**Status: No Action**

**PG 402-14**      **Authority to Impose Fee on Use of Disposable Bags**  
Sponsor          Senator Pinsky, Delegate Frush  
Synopsis          Authorizes the County Council to Impose Fee on Use of Disposable Bags in Prince George's County  
**Status: No Action**

**Request by Delegate Carr:** Del. Carr of Montgomery County may file a bill that would create a process for local governments and electric companies to calculate the value of existing street lights, and for local governments to buy the equipment from the utility company. He is asking for the City's support on the "County and Municipal Street Lighting Investment Act" prior to its introduction so the City can be listed as a supporter of the bill in a press release. The draft legislation is attached.

Bill No.: \_\_\_\_\_  
Requested: \_\_\_\_\_  
Committee: \_\_\_\_\_

Drafted by: Carter  
Typed by: Lynn  
Stored - 01/02/14  
Proofread by \_\_\_\_\_  
Checked by \_\_\_\_\_

By: **Delegate Carr**

A BILL ENTITLED

1 AN ACT concerning

2 **County and Municipal Street Lighting Investment Act**

3 FOR the purpose of proposing an amendment to the Maryland Constitution to  
4 authorize the General Assembly to provide that certain property consisting of  
5 street lighting equipment may be taken by a county or municipality for public  
6 use immediately on payment to the owner of the property of the amount that  
7 the county or municipality estimates to be the fair value of the property  
8 calculated in a certain manner, provided the legislation also requires the  
9 payment of any further sum that may be subsequently awarded by the Public  
10 Service Commission; submitting the amendment to the Maryland Constitution  
11 to the qualified voters of the State for their adoption or rejection; authorizing a  
12 certain county or municipality, after giving certain notice to certain persons, to  
13 convert its street lighting service to a certain alternative tariff, acquire certain  
14 street lighting equipment from the electric company, and enter into an  
15 agreement to purchase electricity for a certain use from any available electricity  
16 supplier under certain circumstances; authorizing a county or municipality to  
17 request that an electric company remove certain street lighting equipment  
18 under certain circumstances; requiring a county or municipality to pay the fair  
19 market value of certain street lighting equipment that is being removed and the  
20 costs of its removal under certain circumstances; providing that the fair market  
21 value of certain street lighting equipment shall be calculated in a certain  
22 manner or be determined in a proceeding before the Public Service Commission

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.





1 under certain circumstances; requiring a certain county or municipality to  
2 notify a certain electric company of any alteration to the county's or  
3 municipality's street lighting equipment inventory within a certain period of  
4 time under certain circumstances; requiring that certain disputes be submitted  
5 to the Commission for resolution; requiring the Commission to issue a  
6 determination on certain disputes within a certain time period; requiring each  
7 electric company to develop a certain alternative tariff for street lighting on or  
8 before a certain date; requiring a certain alternative tariff to include certain  
9 fees; requiring that a certain alternative tariff provide for monthly bills for  
10 street lighting that include a schedule of electricity charges based on a certain  
11 determination; prohibiting the alternative tariff from including certain charges;  
12 requiring that, for street lighting equipment in use on a certain date, the  
13 alternative tariff shall use certain calculation methods and rates that existed on  
14 a certain date; requiring the alternative tariff to provide for reasonable rates for  
15 street lighting equipment that is adopted after a certain date; requiring the  
16 alternative tariff to provide for options for certain street lighting controls;  
17 requiring the Commission to issue a decision regarding the adoption of a certain  
18 alternative tariff within a certain period of time after receiving the alternative  
19 tariff from an electric company; stating the findings and declarations of the  
20 General Assembly; making certain clarifying changes; defining a certain term;  
21 making certain provisions of this Act contingent on the passage and ratification  
22 of a certain constitutional amendment; and generally relating to the purchase of  
23 certain street lighting equipment by a county or municipality from an electric  
24 company and tariffs for street lighting.

25 BY proposing an addition to the Maryland Constitution  
26 Article III – Legislative Department  
27 Section 40D

28 BY repealing and reenacting, with amendments,  
29 Article – Local Government  
30 Section 1-1309  
31 Annotated Code of Maryland  
32 (2013 Volume)

33 BY adding to  
34 Article – Public Utilities  
35 Section 4-211

1 Annotated Code of Maryland  
2 (2010 Replacement Volume and 2013 Supplement)

3 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF  
4 MARYLAND, (Three-fifths of all the members elected to each of the two Houses  
5 concurring), That it be proposed that the Maryland Constitution read as follows:

6 **Article III - Legislative Department**

7 **40D.**

8 THE GENERAL ASSEMBLY SHALL ENACT NO LAW AUTHORIZING PRIVATE  
9 PROPERTY TO BE TAKEN FOR PUBLIC USE WITHOUT JUST COMPENSATION, TO  
10 BE AGREED UPON BETWEEN THE PARTIES OR AWARDED BY A JURY, BEING FIRST  
11 PAID OR TENDERED TO THE PARTY ENTITLED TO SUCH COMPENSATION, EXCEPT  
12 THAT WHERE SUCH PROPERTY CONSISTS OF STREET LIGHTING EQUIPMENT  
13 THAT IS DESIRED BY THE COUNTY OR MUNICIPALITY IN WHICH THE STREET  
14 LIGHTING EQUIPMENT IS INSTALLED, THE GENERAL ASSEMBLY MAY PROVIDE  
15 THAT SUCH PROPERTY MAY BE TAKEN IMMEDIATELY BY THE COUNTY OR  
16 MUNICIPALITY ON PAYMENT TO THE OWNER OF THE PROPERTY OF THE AMOUNT  
17 THAT THE COUNTY OR MUNICIPALITY ESTIMATES TO BE THE FAIR VALUE OF  
18 THE PROPERTY, CALCULATED AS THE ORIGINAL COST OF THE PROPERTY, LESS  
19 DEPRECIATION AND LESS AMORTIZATION, OF ANY ACTIVE OR INACTIVE  
20 EXISTING STREET LIGHTING EQUIPMENT INSTALLED IN THE COUNTY OR  
21 MUNICIPALITY AS OF THE DATE THE COUNTY OR MUNICIPALITY EXERCISES ITS  
22 RIGHT OF ACQUISITION, PROVIDED THE LEGISLATION ALSO REQUIRES THE  
23 PAYMENT OF ANY FURTHER SUM THAT MAY BE SUBSEQUENTLY AWARDED BY  
24 THE PUBLIC SERVICE COMMISSION.

25 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland  
26 read as follows:

27 **Article - Local Government**

28 1-1309.

29 (a) (1) In this section[, "electric"] THE FOLLOWING WORDS HAVE THE  
30 MEANINGS INDICATED.

1                   (2) "ELECTRIC company" has the meaning stated in § 1-101 of the  
2 Public Utilities Article.

3                   (3) (I) "STREET LIGHTING EQUIPMENT" MEANS ALL  
4 EQUIPMENT USED TO LIGHT STREETS IN THE COUNTY OR MUNICIPALITY.

5                               (II) "STREET LIGHTING EQUIPMENT" INCLUDES:

6                                       1. LIGHTING BALLASTS, FIXTURES, BRACKET ARMS,  
7 AND OTHER EQUIPMENT NECESSARY FOR THE CONVERSION OF ELECTRIC  
8 ENERGY INTO STREET LIGHTING EQUIPMENT;

9                                       2. DECORATIVE STREET AND AREA LIGHTING;

10                                      3. SOLID-STATE LED LIGHTING TECHNOLOGIES;  
11 AND

12                                      4. INDUCTION LIGHTING TECHNOLOGIES.

13                               (III) "STREET LIGHTING EQUIPMENT" DOES NOT INCLUDE  
14 THE UTILITY POLES ON WHICH THE EQUIPMENT IS FIXED.

15           (B) THE GENERAL ASSEMBLY FINDS AND DECLARES THAT:

16                   (1) TAXPAYERS ARE MANDATED TO PAY ELECTRIC COMPANIES  
17 LARGE SUMS EVERY YEAR TO LIGHT STREETS IN COUNTIES AND  
18 MUNICIPALITIES;

19                   (2) COUNTIES AND MUNICIPALITIES ARE LIMITED IN HOW THIS  
20 PUBLIC SAFETY RESOURCE CAN BE MANAGED BECAUSE THE COUNTIES AND  
21 MUNICIPALITIES DO NOT OWN OR CONTROL THE STREET LIGHTING EQUIPMENT  
22 WITHIN THEIR JURISDICTIONS;

23                   (3) STREET LIGHTING IS A SIGNIFICANT ENERGY EXPENSE FOR  
24 COUNTIES AND MUNICIPALITIES AND PRESENTS AN OPPORTUNITY FOR  
25 COMMUNITIES TO REDUCE THEIR CARBON FOOTPRINT AND ADDRESS CLIMATE  
26 CHANGE THROUGH EFFICIENCY UPGRADES;

1           (4)    THERE IS NO INCENTIVE IN THE APPLICABLE ELECTRIC RATE  
2 TARIFF FOR INSTALLING ENERGY EFFICIENT LIGHTING TECHNOLOGIES THAT  
3 MAY REDUCE BOTH POWER AND MAINTENANCE EXPENSES;

4           (5)    THERE IS NO PROVISION IN THE APPLICABLE ELECTRIC RATE  
5 TARIFF FOR COUNTIES AND MUNICIPALITIES TO WORK COLLECTIVELY TO  
6 MANAGE THE MAINTENANCE OF STREET LIGHTING EQUIPMENT;

7           (6)    COUNTIES AND MUNICIPALITIES AROUND THE COUNTRY HAVE  
8 SAVED CONSIDERABLE RESOURCES BY PURCHASING THEIR STREET LIGHTING  
9 EQUIPMENT FROM ELECTRIC COMPANIES AND CONTRACTING FOR THE  
10 MAINTENANCE INDEPENDENTLY; AND

11           (7)    STREET LIGHTING COSTS SHOULD BE REDUCED AND SERVICE  
12 SHOULD BE IMPROVED BY:

13                   (I)    IMPROVING PUBLIC SAFETY WITH STREET LIGHTS THAT  
14 PROVIDE BETTER ILLUMINATION;

15                   (II)   REDUCING MAINTENANCE COSTS BY ALLOWING  
16 COUNTIES AND MUNICIPALITIES TO OWN THE STREET AND AREA LIGHTING  
17 WITHIN THEIR JURISDICTIONS AND TO ENTER INTO REGIONAL MAINTENANCE  
18 SERVICE CONTRACTS;

19                   (III)   REDUCING WHOLE SYSTEM COST THROUGH COUNTY OR  
20 MUNICIPAL OWNERSHIP AND BY ADOPTING TARIFFS THAT INCLUDE ONLY THE  
21 DISTRIBUTION ENERGY CONSUMED;

22                   (IV)   PROVIDING INNOVATIVE AND PROVEN TECHNOLOGIES  
23 FOR MORE EFFICIENT LIGHTING; AND

24                   (V)    PROVIDING MORE RESPONSIVE SERVICE FOR LIGHTING  
25 REPAIRS.

26           [(b)] (C)   This section applies to all counties and municipalities.

1 [(c) On written request by a county or municipality, an electric company shall  
2 sell to the county or municipality some or all of the electric company's existing street  
3 lighting equipment that is located in the county or municipality.]

4 (D) AFTER GIVING 60 DAYS' WRITTEN NOTICE TO THE ELECTRIC  
5 COMPANY AND THE PUBLIC SERVICE COMMISSION, A COUNTY OR  
6 MUNICIPALITY THAT RECEIVES STREET LIGHTING SERVICE FROM AN ELECTRIC  
7 COMPANY IN ACCORDANCE WITH A TARIFF PROVIDING FOR THE USE BY THE  
8 COUNTY OR MUNICIPALITY OF STREET LIGHTING EQUIPMENT OWNED BY AN  
9 ELECTRIC COMPANY MAY:

10 (1) CONVERT ITS STREET LIGHTING SERVICE TO AN  
11 ALTERNATIVE TARIFF SET IN ACCORDANCE WITH § 4-211 OF THE PUBLIC  
12 UTILITIES ARTICLE;

13 (2) ACQUIRE THE STREET LIGHTING EQUIPMENT FROM THE  
14 ELECTRIC COMPANY AT SOME OR ALL LOCATIONS WITHIN THE COUNTY OR  
15 MUNICIPALITY; AND

16 (3) ENTER INTO AN AGREEMENT TO PURCHASE ELECTRICITY FOR  
17 THE USE OF THE STREET LIGHTING EQUIPMENT FROM ANY AVAILABLE  
18 ELECTRICITY SUPPLIER.

19 [(d)] (E) (1) If the county or municipality [purchases] EXERCISES ITS  
20 OPTION TO PURCHASE street lighting equipment from an electric company AND  
21 CONVERT THE STREET LIGHTING SERVICE TO AN ALTERNATE TARIFF IN  
22 ACCORDANCE WITH SUBSECTION (D) OF THIS SECTION, the county or municipality  
23 shall pay to the electric company the fair market value of the street lighting  
24 equipment.

25 (2) (I) AFTER EXERCISING ITS OPTION IN ACCORDANCE WITH  
26 SUBSECTION (D) OF THIS SECTION, THE COUNTY OR MUNICIPALITY MAY  
27 REQUEST THAT THE ELECTRIC COMPANY REMOVE THE STREET LIGHTING  
28 EQUIPMENT THAT IS LOCATED IN THE COUNTY'S OR MUNICIPALITY'S  
29 JURISDICTION THAT HAS NOT BEEN ACQUIRED FROM THE ELECTRIC COMPANY.

30 (II) THE COUNTY OR MUNICIPALITY SHALL PAY TO THE  
31 ELECTRIC COMPANY:

1                   1.    THE COST OF THE REMOVAL OF THE STREET  
2 LIGHTING EQUIPMENT BY THE ELECTRIC COMPANY; AND

3                   2.    THE FAIR MARKET VALUE OF THE STREET  
4 LIGHTING EQUIPMENT REMOVED.

5                   (3)   FAIR MARKET VALUE SHALL BE:

6                   (I)   CALCULATED AS THE ORIGINAL COST OF THE STREET  
7 LIGHTING EQUIPMENT, LESS DEPRECIATION AND LESS AMORTIZATION, NET OF  
8 ANY SALVAGE VALUE OF ANY ACTIVE OR INACTIVE EXISTING STREET LIGHTING  
9 EQUIPMENT INSTALLED IN THE COUNTY OR MUNICIPALITY AS OF THE DATE THE  
10 COUNTY OR MUNICIPALITY EXERCISES ITS RIGHT OF ACQUISITION; OR

11                   (II)  DETERMINED IN A PROCEEDING BEFORE THE PUBLIC  
12 SERVICE COMMISSION.

13                   [(e)] (F)   A county or municipality that [purchases street lighting  
14 equipment] EXERCISES ITS OPTION in accordance with SUBSECTION (D) OF this  
15 section:

16                   (1)   shall be responsible for the maintenance of the street lighting  
17 equipment; [and]

18                   (2)   may contract with an outside entity for the maintenance of the  
19 street lighting equipment; AND

20                   (3)   SHALL NOTIFY THE ELECTRIC COMPANY OF ANY ALTERATION  
21 TO THE COUNTY'S OR MUNICIPALITY'S STREET LIGHTING EQUIPMENT  
22 INVENTORY WITHIN 30 DAYS AFTER THE ALTERATION.

23                   [(f)] (G)   (1)   Any person who controls the right to use space on any pole,  
24 lamppost, or other mounting surface previously used in the county or municipality by  
25 the electric company for street lighting equipment shall allow a county or municipality  
26 that has purchased the street lighting equipment to assume the rights and obligations  
27 of the electric company with respect to the space for the unexpired term of any lease or  
28 other agreement under which the electric company used the space.



1           (3) (I) FOR STREET LIGHTING EQUIPMENT IN USE IN A COUNTY  
2 OR MUNICIPALITY ON OCTOBER 1, 2014, THE ALTERNATIVE TARIFF SHALL USE  
3 CALCULATION METHODS AND RATES THAT EXISTED ON OCTOBER 1, 2014.

4           (II) THE ALTERNATIVE TARIFF SHALL PROVIDE FOR  
5 REASONABLE RATES FOR STREET LIGHTING EQUIPMENT THAT IS ADOPTED  
6 AFTER OCTOBER 1, 2014.

7           (4) THE ALTERNATIVE TARIFF SHALL PROVIDE FOR OPTIONS FOR  
8 VARIOUS STREET LIGHTING CONTROLS, INCLUDING:

9           (I) CONVENTIONAL DUSK/DAWN OPERATION USING  
10 PHOTOCCELL TECHNOLOGY OR SCHEDULING CONTROLS; AND

11           (II) SCHEDULE-BASED DIMMING OR ON/OFF CONTROLS  
12 THAT DIM OR TURN OFF STREET LIGHTS DURING PERIODS OF LOW ACTIVITY.

13           (C) WITHIN 60 DAYS AFTER RECEIVING AN ALTERNATIVE TARIFF FROM  
14 AN ELECTRIC COMPANY, THE COMMISSION SHALL ISSUE A DECISION  
15 REGARDING THE ADOPTION OF THE ALTERNATIVE TARIFF.

16           (D) WITHIN 60 DAYS AFTER RECEIPT OF A REQUEST FOR RESOLUTION,  
17 THE COMMISSION SHALL ISSUE A DETERMINATION ON A DISPUTE REGARDING  
18 THE TERMS OF AN ALTERNATIVE TARIFF ADOPTED IN ACCORDANCE WITH THIS  
19 SECTION.

20           SECTION 3. AND BE IT FURTHER ENACTED, That the General Assembly  
21 determines that the amendment to the Maryland Constitution proposed by Section 1  
22 of this Act affects multiple jurisdictions and that the provisions of Article XIV, § 1 of  
23 the Maryland Constitution concerning local approval of constitutional amendments do  
24 not apply.

25           SECTION 4. AND BE IT FURTHER ENACTED, That the amendment to the  
26 Maryland Constitution proposed by Section 1 of this Act shall be submitted to the  
27 qualified voters of the State at the next general election to be held in November 2014  
28 for their adoption or rejection pursuant to Article XIV of the Maryland Constitution.  
29 At that general election, the vote on this proposed amendment to the Constitution

1 shall be by ballot, and upon each ballot there shall be printed the words "For the  
2 Constitutional Amendment" and "Against the Constitutional Amendment," as now  
3 provided by law. Immediately after the election, all returns shall be made to the  
4 Governor of the vote for and against the proposed amendment, as directed by Article  
5 XIV of the Maryland Constitution, and further proceedings had in accordance with  
6 Article XIV.

7 SECTION 5. AND BE IT FURTHER ENACTED, That Section 2 of this Act is  
8 contingent on the passage of Section 1 of this Act, a constitutional amendment, and its  
9 ratification by the voters of the State.

10 SECTION 6. AND BE IT FURTHER ENACTED, That, subject to the provisions  
11 of Section 5 of this Act, this Act shall take effect on the proclamation of the Governor  
12 that the constitutional amendment, having received a majority of the votes cast at the  
13 general election, has been adopted by the people of Maryland.

11

**Agenda items  
for January  
30 Four  
Cities  
Meeting**

# DRAFT — Four Cities Coalition —

Thursday, January 30, 2014

College Park City Hall – 2<sup>nd</sup> Floor Council Chambers  
4500 Knox Road, College Park

7:30 p.m.  
AGENDA

**DRAFT**



7:30 – 8:30 p.m.

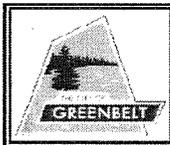
**Dr. Wallace Loh, President, University of Maryland and Ross Stern, Assistant to the President**

- Greenbelt Request: Comment on the University's support/position on bringing the FBI to the Greenbelt Metro



## Town of Berwyn Heights

1. Volunteer Fire Department issues
2. Development Updates
3. Animal Shelter Updates



## City of College Park

## City of Greenbelt



## City of New Carrollton

1. How does each City have their Council/Mayor terms established, when are their elections held, how much does each city pay their elected officials, are there built in raises or perhaps a referendum requirement, and do the other cities have term limits?

# Boards and Committees

**City of College Park  
Board and Committee Appointments**

Shaded rows indicate a vacancy or reappointment opportunity.  
The date following the appointee's name is the initial date of appointment.

<b>Advisory Planning Commission</b>			
Appointee	Represents	Appointed by	Term Expires
Larry Bleau 7/9/02	District 1	Mayor	12/15
Rosemarie Green Colby 04/10/12	District 2	Mayor	04/15
Christopher Gill 09/24/13	District 1	Mayor	09/16
James E. McFadden 2/14/99	District 3	Mayor	04/16
Clay Gump 1/24/12	District 3	Mayor	01/15
VACANT (formerly Smolka)	District 4	Mayor	08/14
Mary Cook 8/10/10	District 4	Mayor	08/13

City Code Chapter 15 Article IV: The APC shall be composed of 7 members appointed by the Mayor with the approval of Council, shall seek to give priority to the appointment of residents of the City and assure that there shall be representation from each of the City's four Council districts. Vacancies shall be filled by the Mayor with the approval of the Council for the unexpired portion of the term. Terms are three years. The Chairperson is elected by the majority of the Commission. Members are compensated. Liaison: Planning.

<b>Airport Authority</b>			
Appointee	Resides in	Appointed by	Term Expires
James Garvin 11/9/04	District 3	M&C	07/14
Jack Robson 5/11/04	District 3	M&C	02/14
Anna Sandberg 2/26/85	District 3	M&C	03/16
Gabriel Iriarte 1/10/06	District 3	M&C	04/16
Christopher Dullnig 6/12/07	District 2	M&C	01/17
VACANT		M&C	
VACANT		M&C	

City Code Chapter 11 Article II: 7 members, must be residents and qualified voters of the City, appointed by Mayor and City Council, *term to be decided by appointing body*. Vacancies shall be filled by M&C for an unexpired portion of a term. Authority shall elect Chairperson from membership. Not a compensated committee. Liaison: City Clerk's Office.

<b>Animal Welfare Committee</b>			
Appointee	Resides in	Appointed by	Term Expires
Cindy Vernasco 9/11/07	District 2	M&C	09/13
Dave Turley 3/23/10	District 1	M&C	03/16
Christiane Williams 5/11/10	District 1	M&C	05/15
Patti Brothers 6/8/10	Non resident	M&C	06/13
Taimi Anderson 6/8/10	Non resident	M&C	06/13
Harriet McNamee 7/13/10	District 1	M&C	07/13
Suzie Bellamy 9/28/10	District 4	M&C	09/13

Harleigh Ealley 12/14/10	District 1	M&C	12/13
Christine Nagle 03/13/12	District 1	M&C	03/15
10-R-20: Up to fifteen members appointed by the Mayor and Council for three-year terms. Not a compensated committee. Liaison: Public Services.			

<b>Board of Election Supervisors</b>			
Appointee	Represents	Appointed by	Term Expires
John Robson (Chief) 5/24/94	Mayoral appt	M&C	03/15
Terry Wertz 2/11/97	District 1	M&C	03/15
Maxine Gross 3/25/03	District 2	M&C	03/15
Janet Evander 07/16/13	District 3	M&C	03/15
VACANT (formerly Smolka)	District 4	M&C	03/15

City Charter C4-3: The Mayor and Council shall, not later than the first regular meeting in March of each year in which there is a general election, appoint and fix the compensation for five qualified voters as Supervisors of Elections, one of whom shall be appointed from the qualified voters of each of the four election districts and one of whom shall be appointed by the Mayor with the consent of the Council. The Mayor and Council shall designate one of the five Supervisors of Elections as the Chief of Elections. This is a compensated committee. For purposes of compensation the year shall run from April 1 – March 31. Per Council action (item 11-G-66) effective in March, 2013: In an election year all of the Board receives compensation. In a non-election year only the Chief Election Supervisor will be compensated. Liaison: City Clerk's office.

<b>Cable Television Commission</b>			
Appointee	Resides in	Appointed by	Term Expires
Jane Hopkins 06/14/11	District 1	Mayor	06/14
Blaine Davis 5/24/94	District 1	Mayor	12/15
James Sauer 9/9/08	District 3	Mayor	09/14
Tricia Homer 3/12/13	District 1	Mayor	03/16
Clay Gump 3/12/02	District 3	Mayor	01/17

City Code Chapter 15 Article III: Composed of four Commissioners plus a voting Chairperson, appointed by the Mayor with the approval of the Council, three year terms. This is a compensated committee. Liaison: City Manager's Office.

<b>College Park City-University Partnership</b>			
Appointee	Represents	Appointed by	Term Expires
Robert T. Catlin	Class A Director	UMD President	01/13
Rob Specter	Class A Director	UMD President	01/13
Linda Clement	Class A Director	UMD President	01/11
Brian Darmody	Class A Director	UMD President	01/12
Andrew Fellows	Class B Director	M&C	01/14
Maxine Gross	Class B Director	M&C	01/15
Senator James Rosapepe	Class B Director	M&C	01/13
Stephen Brayman	Class B Director	M&C	01/14
Dr. Richard Wagner	Class C Director	City and University	01/13
<p>The CPCUP is a 501(c)(3) corporation whose mission is to promote and support commercial revitalization, economic development and quality housing opportunities consistent with the interests of the City of College Park and the University of Maryland. The CPCUP is not a City committee but the City makes appointments to the Partnership. Class B Directors are appointed by the Mayor and City Council; Class C Directors are jointly appointed by the Mayor and City Council and the President of the University of Maryland.</p>			

<b>Citizens Corps Council</b>			
Appointee	Represents	Appointed by	Term Expires
VACANT		M&C	
VACANT		M&C	
VACANT	Neighborhood Watch	M&C	
Dan Blasberg 3/27/12		M&C	03/15
David L. Milligan (Chair) 12/11/07		M&C	02/14
<p>Resolution 05-R-15. Membership shall be composed as follows: A Citizen Corps Coordinator for each neighborhood shall be nominated and appointed by the Mayor and Council and serve as a potential member of the CPCCC for the term of their respective office in the neighborhood group. Mayor and Council shall nominate and appoint 5 to 7 residents to serve as community coordinators and to serve on the CPCCC. At least one member of the CPCCC shall be the Neighborhood Watch Coordinator, and at least one member shall represent each of the other Citizen Corps programs such as CERT, Fire Corps, Volunteers In Police Service, etc. Each member of the CPCCC shall serve for a term of 3 years, and may be reappointed for an unlimited number of terms. The Mayor, with the approval of the City Council, shall appoint the Chair and Co-Chair of the CPCCC from among the members of the committee. The Director of Public Services shall serve as an ex officio member. Not a compensated committee. Liaison: Public Services.</p>			

<b>Committee For A Better Environment</b>			
Appointee	Resides in	Appointed by	Term Expires
Janis Oppelt 8/8/06	District 1	M&C	09/15
Stephen Jascourt 3/27/07	District 1	M&C	08/16
Suchitra Balachandran 10/9/07	District 4	M&C	01/14
Donna Weene 9/8/09	District 1	M&C	12/15
Gemma Evans 1/25/11	District 1	M&C	01/14
Benjamin Mellman 1/10/12	District 1	M&C	01/15
Macrina Xavier 08/14/12	District 1	M&C	08/15
Kennis Termini 01/14/14	District 1	M&C	01/17
City Code Chapter 15 Article VIII: No more than 25 members, appointed by the Mayor and Council, three year terms, members shall elect the chair. Not a compensated committee. Liaison: Planning.			

<b>Education Advisory Committee</b>			
Appointee	Represents	Appointed by	Term Expires
Brian Bertges 06/18/13	District 1	M&C	06/15
Cory Sanders 09/24/13	District 1	M&C	09/15
Charlene Mahoney	District 2	M&C	12/14
VACANT	District 2	M&C	
VACANT	District 3	M&C	
Melissa Day 9/15/10	District 3	M&C	11/14
Carolyn Bernache 2/9/10	District 4	M&C	02/14
Doris Ellis 9/28/10	District 4	M&C	09/13
Peggy Wilson 6/8/10	UMCP	UMCP	02/14
Resolutions 97-R-17, 99-R-4 and 10-R-13: At least 9 members who shall be appointed by the Mayor and Council: at least two from each Council District and one nominated by the University of Maryland. Two year terms. The Committee shall appoint the Chair and Vice-Chair of the Committee from among the members of the Committee. Not a compensated committee. Liaison: Youth and Family Services.			

<b>Ethics Commission</b>			
Appointee	Represents	Appointed by	Term Expires
Edward Maginnis 09/13/11	District 1	Mayor	08/15
VACANT	District 2	Mayor	
Sean O'Donnell 4/13/10	District 3	Mayor	04/12
Gail Kushner 09/13/11	District 4	Mayor	01/16
Robert Thurston 9/13/05	At Large	Mayor	09/12
Alan C. Bradford 1/23/96	At-Large	Mayor	07/15
Frank Rose 05/08/12	At-Large	Mayor	05/14
City Code Chapter 38 Article II: Composed of seven members appointed by the Mayor and approved by the Council. Of the seven members, one shall be appointed from each of the City's four election districts and three from the City at large. 2 year terms. Commission members shall elect one member as Chair for a renewable one-year term. Commission members sign an Oath of Office. Not a compensated committee. Liaison: City Clerk's office.			

<b>Farmers Market Committee</b>			
Appointee	Represents	Appointed by	Term Expires
Margaret Kane 05/08/12	District 1	M&C	05/15
Robert Boone 07/10/12	District 1	M&C	07/15
Leo Shapiro 07/10/12	District 3	M&C	07/15
Julie Forker 07/10/12	District 3	M&C	07/15
Kimberly Schumann 09/11/12	District 1	M&C	09/15
VACANT			
VACANT		M&C	
VACANT	Student	M&C	
Established April 10, 2012 by 12-R-07. Up to 7 members. Quorum = 3. Three year terms. Not a compensated committee. Liaison: Planning Department. Agreement reached during July 3, 2012 Worksession to fill the seven positions as outlined above. Effective September 11, 2012 by 12-R-17: Membership increased to 8.			

<b>Housing Authority of the City of College Park</b>			
Helen Long 11/12/02		Mayor	05/01/17
Betty Rodenhausen 04/09/13		Mayor	05/01/18
John Moore 9/10/96		Mayor	05/01/14
Thelma Lomax 7/10/90		Mayor	05/01/15
Carl Patterson 12/11/12	Attick Towers resident	Mayor	05/01/16
The College Park Housing Authority was established in City Code Chapter 11 Article I, but it operates independently under Article 44A Title I of the Annotated Code of Maryland. The Housing Authority administers low income housing at Attick Towers. The Mayor appoints five commissioners to the Authority; each serves a five year term; appointments expire May 1. Mayor administers oath of office. One member is a resident of Attick Towers. The Authority selects a chairman from among its commissioners. The Housing Authority is funded through HUD and rent collection, administers their own budget, and has their own employees. The City supplements some of their services.			

<b>Neighborhood Stabilization Committee</b>			
Name:	Represents:	Appointed By:	Term Ends:
	City Councilmember 1	City Council	
	City Councilmember 2	City Council	
	UMD DPS (UMD Police)	University	
	UMD Administration	University	
Jackie Pearce Garrett	City Resident 1	City Council	10/15
	City Resident 2	City Council	
Aaron Springer	City Resident 3	City Council	10/15
	City Resident 4	City Council	
Catherine McGrath	UMD Student 1	Student Liaison	10/15
	UMD Student 2	SGA Representative	
	UMD Student 3	IFC or PanHell. Assn.	
	UMD Student 4	Nat'l Pan-Hell. Council, Inc.	
	Graduate Student	GSG Representative	

	PG County Police Dept.	PG County Police	
Bob Ryan	Director of Public Services	City Council	10/15
	Rental Property Owner	City Council	
	Rental Property Owner	City Council	

Established by Resolution 13-R-20 adopted September 24, 2013 to replace the Neighborhood Stabilization and Quality of Life Workgroup. Amended October 8, 2013 (13-R-20.Amended) City Liaison: Clerk's Office. Two year terms. This is not a compensated committee.

<b>Neighborhood Watch Steering Committee</b>			
	Resident of:	Appointed By:	Term Expires:
Robert Boone 04/12/11	District 1	M&C	04/15
Aaron Springer 02/14/12	District 3	M&C	02/14
VACANT	District 4	M&C	

The Neighborhood Watch Steering Committee was created on April 12, 2011 by Resolution 11-R-06 as a three-person Steering Committee whose members shall be residents. Coordinators of individual NW programs in the City shall be ex-officio members. Terms are for two years. Annually, the members of the Steering Committee shall appoint a Chairperson to serve for a one-year term. Meetings shall be held on a quarterly basis. This Resolution dissolved the Neighborhood Watch Coordinators Committee that was established by 97-R-15. This is not a compensated committee. Liaison: Public Services.

<b>Noise Control Board</b>			
Appointee	Represents	Appointed by	Term Expires
Mark Shroder 11/23/10	District 1	Council, for District 1	11/14
Harry Pitt, Jr. 9/26/95	District 2	Council, for District 2	03/16
Alan Stillwell 6/10/97	District 3	Council, for District 3	09/16
Suzie Bellamy	District 4	Council, for District 4	12/16
Adele Ellis 04/24/12	Mayoral Appt	Mayor	04/16
Bobbie P. Solomon 3/14/95	Alternate	Council - At large	12/12
Larry Wenzel 3/9/99	Alternate	Council - At large	12/12

City Code Chapter 138-3: The Noise Control Board shall consist of five members, four of whom shall be appointed by the Council members, one from each of the four election districts, and one of whom shall be appointed by the Mayor. In addition, there shall be two alternate members appointed at large by the City Council. The members of the Noise Control Board shall select from among themselves a Chairperson. Four year terms. This is a compensated committee. Liaison: Public Services.

<b>Recreation Board</b>			
Appointee	Represents	Appointed by	Term Expires
Wade Price 12/14/05	District 1	M&C	02/15
Sarah Araghi 7/14/09	District 1	M&C	07/15
Alan C. Bradford 1/23/96	District 2*	M&C	02/14
VACANT	District 2	M&C	
Adele Ellis 9/13/88	District 3	M&C	02/14
VACANT	District 3	M&C	
Barbara Pianowski 3/23/10	District 4	M&C	03/13
Judith Oarr 05/14/13	District 4	M&C	05/16
Bettina McCloud 1/11/11	Mayoral	Mayor	01/14
Solonnie Privett	Mayoral	Mayor	04/16

City Code Chapter 15 Article II: 10 members: two from each Council district appointed by the Mayor and Council and two members nominated by the Mayor and confirmed by the Mayor and Council. The Chairperson will be chosen from among and by the district appointees. 3 year terms. Not a compensated committee. Liaison: Public Services.

\*Although Mr. Bradford lives in what is now considered District 1, his residence was part of District 2 when he was appointed. The designation of his residence was changed to District 1 during the last redistricting. He is still considered an appointment from District 2.

\*\* Effective April 2012: Jay Gilchrist, Director of UMD Campus Recreation Services, changed his status from Rec Board member (Mayoral Appointment) to UM liaison to the Rec Board, similar to the M-NCPPC representative.

<b>Rent Stabilization Board</b>			
Appointee	Represents	Appointed by	Term Expires
VACANT	Tenant	M&C	
VACANT	Tenant	M&C	
Richard Biffi 6/6/06	Landlord	M&C	09/13
Bradley Farrar 6/14/11	Landlord	M&C	06/14
Chris Kujawa 10/11/11	Resident	M&C	10/14

City Code Chapter 15 Article IX: Board shall have between 5 - 7 members appointed by M&C with priority given to the appointment of residents and to owners of real property located in the City. Three year terms. Vacancies shall be filled for unexpired portions of a term. At least two members should be tenants and two members should be landlords. Chairperson chosen by the Board from among the members. This is a compensated committee. Liaison: Public Services.

→06/18/2013: Ordinance was extended until September 1, 2014, and the administration and enforcement of the law was suspended until September 1, 2014. The RSB is on hiatus. There is no need to maintain a quorum at this time.

<b>Sustainable Maryland Certified Green Team</b>		
Appointee	Represents	Term Expires
Denise Mitchell 04/10/12	City Elected Official	04/14
Patrick Wojahn 04/10/12	City Elected Official	04/14
VACANT	City Staff	
Loree Talley 05/08/12	City Staff	05/14
VACANT	CBE Representative	
VACANT	A City School	
VACANT	UMD Student	
VACANT	UMD Faculty or Staff	
VACANT	City Business Community	
Ben Bassett - Proteus Bicycles 09/25/12	City Business Community	09/14
VACANT	Resident	
Christine Nagle 04/10/12	Resident	04/14
VACANT		
VACANT	Resident	
Established March 13, 2012 by Resolution 12-R-06. Up to 14 people with the following representation: 2 elected officials from the City of College Park, 2 City staff, 1 representative from the CBE, 1 representative of a City school, 1 student representative from the University of Maryland, 1 faculty or staff representative from the University of Maryland, 2 representatives of the City business community, up to 4 City residents. Two year terms. Not a compensated committee. A quorum shall be 6 people. The SMCGT shall select a Chair and a Co-Chair from among the membership on an annual basis. The SMCGT should meet at least bi-monthly. The liaison shall be the Planning Department.		

<b>Tree and Landscape Board</b>			
Member	Represents	Appointed by	Term Expires
Dennis Herschbach 3/26/02	Citizen	M&C	07/13
John Krouse	Citizen	M&C	11/14
VACANT	Citizen	M&C	
Mark Wimer 7/12/05	Citizen	M&C	02/14
Amelia Murdoch 9/9/97	Citizen	M&C	11/11
	CBE Chair Liaison		
John Lea-Cox 1/13/98	City Forester	M&C	12/14
	Planning Director		
Brenda Alexander	Public Works Director		
City Code Chapter 179-5: The Board shall have 9 voting members: 5 citizens appointed by M&C, plus the CBE Chair, the City Forester, the Planning Director and the Public Works Director. Two year terms. Members choose their own officers. Not a compensated committee. Liaison: City Clerk's office.			

<b>Veterans Memorial Improvement Committee</b>			
Appointee	Represents	Appointed by	Term Expires
Deloris Cass 11/7/01		M&C	12/15
Joseph Ruth 11/7/01	VFW	M&C	12/15
Leonard Smith 11/25/08		M&C	03/15
Blaine Davis 10/28/03	American Legion	M&C	12/15
Rita Zito 11/7/01		M&C	02/15
Doris Davis 10/28/03		M&C	12/15
Mary Cook 3/23/10		M&C	03/13
Arthur Eaton		M&C	11/16
VACANT			
Resolution 01-G-57: Board comprised of 9 to 13 members including at least one member from American Legion College Park Post 217 and one member from Veterans of Foreign Wars Phillips-Kleiner Post 5627. Appointed by Mayor and Council. Three year terms. Chair shall be elected each year by the members of the Committee. Not a compensated committee. Liaison: Public Works.			