

**FEBRUARY 12, 2013
CITY OF COLLEGE PARK
COUNCIL CHAMBERS**

7:15 P.M.

PUBLIC HEARING — 13-AR-01

Annexation Resolution Of The Mayor And Council Of The City Of College Park Enlarging The Corporate Boundaries Of The City By Annexing Land Contiguous To And Adjoining The Existing Corporate Area To Include The Properties Known As The Domain Property, A Portion Of Mowatt Lane Abutting This Property, And That Portion Of Campus Drive Not Presently Within The City From Its Intersection With Mowatt Lane To Adelphi Road, And Containing Approximately 4.4384± Acres

7:30 P.M.

**MAYOR AND COUNCIL MEETING
AGENDA**

MEDITATION

PLEDGE OF ALLEGIANCE: Councilmember Mitchell

ROLL CALL

MINUTES: January 22, 2013 Regular Meeting

ANNOUNCEMENTS

ACKNOWLEDGMENT OF DIGNITARIES

ACKNOWLEDGMENT OF NEWLY APPOINTED BOARD AND COMMITTEE MEMBERS

AWARDS

PROCLAMATIONS

AMENDMENTS TO THE AGENDA

CITY MANAGER'S REPORT: Joe Nagro

STUDENT LIAISON'S REPORT: Josh Ratner

COMMENTS FROM THE AUDIENCE ON NON-AGENDA ITEMS:

PRESENTATIONS

CONSENT AGENDA

- 13-G-15 Approval of a letter in support of the FBI headquarters to relocate to Greenbelt Station
- 13-G-16 Contract award to Low Impact Development Center (LIDC) for consulting services under the Green Streets – Green Jobs grant in the amount of \$35,000, CIP #113004, subject to grantor approval.

Motion by:
To: Adopt
Second:
Aye: _____
Nay: _____
Other: _____

ACTION ITEMS

- 13-R-03 Resolution Of The Mayor And Council Of The City Of College Park To Amend The Adopted Annexation Plan For The Annexation Of Approximately 4.4384± Acres Of Land, To Include The Properties Known As The Domain Property, A Portion Of Mowatt Lane Abutting This Property, And That Portion Of Campus Drive Not Presently Within The City From Its Intersection With Mowatt Lane To Adelphi Road
- 13-AR-01 Adoption of Annexation Resolution Of The Mayor And Council Of The City Of College Park Enlarging The Corporate Boundaries Of The City By Annexing Land Contiguous To And Adjoining The Existing Corporate Area To Include The Properties Known As The Domain Property, A Portion Of Mowatt Lane Abutting This Property, And That Portion Of Campus Drive Not Presently Within The City From Its Intersection With Mowatt Lane To Adelphi Road, And Containing Approximately 4.4384± Acres
- 13-G-17 Approval Of Additional FY 2013 Public School Education Grants
- 13-G-18 Approval Of A Letter In Support Of HB 337 / SB 514: Natural Gas - Hydraulic Fracturing - Prohibition

Motion by: Day
To: Adopt
Second:
Aye: _____
Nay: _____
Other: _____

Motion by: Day
To: Adopt
Second:
Aye: _____
Nay: _____
Other: _____

Motion by: Wojahn
To: Approve
Second:
Aye: _____
Nay: _____ Other: _____

Motion by: Wojahn
To: Approve
Second:
Aye: _____
Nay: _____ Other: _____

COUNCIL COMMENTS

COMMENTS FROM THE AUDIENCE

ADJOURN

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.
This agenda is subject to change. For current information, please contact the City Clerk.

**7:15 Public
Hearing-
Domain
Annexation**



**NOTICE OF PUBLIC HEARING
CONCERNING ANNEXATION RESOLUTION 13-AR-01
BY THE MAYOR AND COUNCIL
OF THE CITY OF COLLEGE PARK, MARYLAND
ANNEXING APPROXIMATELY 4.4384± ACRES
FEBRUARY 12, 2013 - 7:15 P.M.**

Please take notice that on February 12, 2013 at 7:15 p.m., the Mayor and Council of the City of College Park will hold a public hearing at City Hall, 2nd Floor Council Chambers, 4500 Knox Road, College Park, MD 20740 as required by Article 23A, §19 of the Annotated Code of Maryland concerning Annexation Resolution 13-AR-01, a resolution enlarging the corporate boundaries of the City of College Park by annexing land contiguous to and adjoining the existing corporate area to include the property more commonly known as the Domain Property, as well as a portion of Mowatt Lane abutting this property, and that portion of Campus Drive not presently within the City from its intersection with Mowatt Lane to Adelphi Road. The Domain Property, comprising approximately 2.5462 acres, more or less, consists of five parcels now consolidated and referenced as Parcel "A", as depicted on a plat titled "Domain College Park Parcel A" recorded among the Plat Records of Prince George's County, Maryland, in Plat Book MMB 235, page 81.

Copies of proposed Annexation Resolution 13-AR-01 and all attachments thereto, including a full and complete metes and bounds description of the land to be annexed, and the adopted Annexation Plan, may be reviewed or obtained in the City Clerk's office at City Hall, 4500 Knox Road, College Park, MD 20740 between 9:00 a.m. and 5:00 p.m. or by mail at the above address, Attention: Janeen S. Miller, CMC, City Clerk. The Resolution, Annexation Plan, and all attachments are also available on the City's website, www.collegeparkmd.gov.

Joseph L. Nagro, City Manager
City of College Park

Bulletin Board }
Cable } 11/9/2013
Website }

CERTIFICATE OF PUBLICATION

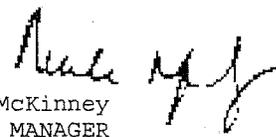
The Washington Post Company hereby certifies that it is the publisher of The Washington Post; that The Washington Post is a newspaper of general circulation, published daily in the City of Washington, District of Columbia; that The Washington Post has been so published continuously for more than one year prior to the date of first publication of the notice mentioned below; that the undersigned person is the duly authorized agent of The Washington Post Company to execute this certificate on its behalf; and that a notice of which the annexed is a true copy was printed and published in said newspaper on the following date(s) at a cost of \$660.64 and was circulated in the Washington metropolitan area.

Published 2 time(s). Date(s):17 and 24 of January 2013

Account 1010128274

THE WASHINGTON POST

By


Nicole McKinney
BILLING MANAGER

NOTICE OF PUBLIC HEARING CONCERNING ANNEXATION RESOLUTION 13-AR-01 BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND ANNEXING APPROXIMATELY 4.4384± ACRES FEBRUARY 12, 2013 - 7:15 P.M.

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mail at the above address, Attention: Janeen S. Miller, CMC, City Clerk. The Resolution, Annexation

Plan, and all attachments are also available on the City's website, www.collegeparkmd.gov. Joseph

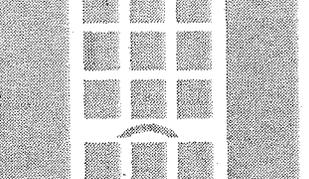
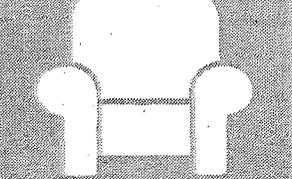
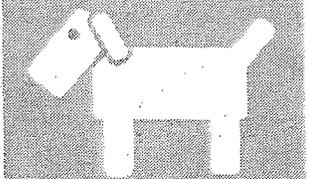
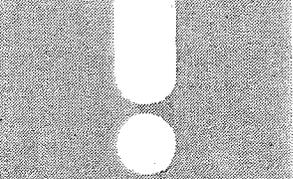
. Nagro, City Manager City of College Park

ASSISTED

D8

THURSDAY, JANUARY 17, 2013

EZ

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w.doodiedogpups.com
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620 Cats
bernal - m/f, 12 weeks, vaccinated,
vet checked and wormed. Very well
bred silver, and brown spotted kittens.
410-535-9484

himalayan - 6 & 10 wks, 4 m flame
pts. 2 m & 2 f seal-lynx pts. shots
and wormed. kid and dog friendly.
parents CFA. 410-751-2631 \$200

Persian Exotic - Kittens. 2 long hair, 2
short hair, CFA, Vxvd/health guaranteed.
\$500.00. 724-654-9259. Visit
www.mendiblv.com

622 Adopt Cats
kittens!
4Paws - Choose fr 40+ cats
& kittens \$V SAT 1-5 Fairfax
Petco www.fourpaws.org
703-352-3300 CFC#34517

ADOPT A CAT/KITTEN
Vet checked.
Call Feline Foundation.
703-920-8665 www.fgfw.org

**ADOPT FMCA OPEN HOUSE FOR
CAT/KITTEN ADOPTIONS**
Sat. January 19, 2pm-5pm at
PETS MART, Milestone Shopping Ctr.
Germantown. Adopt fee req.
Leigh 301-926-8092
www.fmca.freesevers.com

FELINE ADOPTION FAIR
SUNDAY, JAN 20, 2013. 1-3PM
VCA BARCROFT CAT HOSPITAL
6357 Columbia Pk, Falls Church, VA
Information 703-920-8665 x3
Feline Foundation www.fgfw.org

House Cat - Free to a good home.
Female, 9 years old, 443-805-4418
Sweet disposition.

815 Legal Notices
IN THE CIRCUIT COURT FOR
MONTGOMERY COUNTY, MARYLAND

IN THE MATTER OF
MELANIE JOANNE MCCAMAS
FOR CHANGE OF NAME TO
MELANIE JOANNE DAVISON

FAMILY LAW NO. 108249 FL

815 Legal Notices
probate of decedent's Will shall be
filed with the Register of Wills, D.C.,
Building A, 515 5th Street, N.W., 3rd
Floor, Washington, D.C. 20001, on or
before July 17, 2013. Claims against
the decedent shall be presented to
the undersigned with a copy to the
Register of Wills or filed with the
Register of Wills with a copy to the
undersigned, on or before July 17,
2013, or be forever barred. Persons
believed to be heirs or legatees of
the decedent who do not receive a
copy of this notice by mail within 25
days of its first publication shall so
inform the Register of Wills, including
name, address and relationship.

Brenda Heard-Cowan
PERSONAL REPRESENTATIVE
Anne Meister
REGISTER OF WILLS

**SUPERIOR COURT OF THE
DISTRICT OF COLUMBIA
PROBATE DIVISION**
WASHINGTON, D.C. 20001-2131
2012 FEP 131
09/19/2012 - Date of Death

**DOROTHY BARTON DINES
PRO SE**

**NOTICE OF APPOINTMENT OF
PERSONAL REPRESENTATIVE AND
NOTICE TO CREDITORS**

Freda Barton-Haleem, whose
address is 4609 Miller Drive,
Durham, NC 27704, was appointed
personal representative of the
estate of Dorothy Barton Dines,
deceased, by Orphan's Court for
Prince George's County, State of
Maryland, on October 12, 2012. Service
of process may be made upon
Aurmett D. Landon, 2516 Sheridan
Road, SE, Apt. 214 Washington, DC
20020, whose designation as District
of Columbia agent has been
filed with the Register of Wills, D.C.
The decedent owned District of
Columbia personal property. Claims
against the decedent may be pre-
sented to the undersigned and filed
with the Register of Wills for the
District of Columbia, Building A, 515
5th Street, N.W., 3rd Floor, Wash-
ington, D.C. 20001 within 6 months
from the date of first publication of
this notice.

Freda Barton-Haleem
PERSONAL REPRESENTATIVE
Anne Meister
REGISTER OF WILLS

825 Bids & Proposals
**REQUEST FOR
PUBLIC COMMENT NVTC's
Disadvantaged Business
Enterprise Policy and Goal**

NVTC is seeking public comment
on its proposed 2012-
2014 DBE program and its
goal of 10.3%. The program
and goal are available for the
next 45 days at www.thinkoutsidethecar.org or by visiting
NVTC at 2300 Wilson
Boulevard, Suite 620, Arlington,
VA 22201. Public comments
will be accepted for the
next 45 days. Send comments
to: Mariela Garcia-Colberg,
mariela@nvtc.org.

830 Special Notices
**THE ANANIA SHIRAGATSU CULTURAL
INSTITUTE (ASCI), Inc.**, a private
foundation, will provide a copy of its
Form 990-F to any person request-
ing it. ASCI's library is open to the
public by appointment. Requests
may be made by phone 301-412-
9191, by email roguerig@gmail.com,
or by writing to Dr. John L. Guenig-
ian, 1451 Woodcrest Drive,
Rockville, MD 20852.

851 Prince Georges County
IN THE CIRCUIT COURT
FOR PRINCE GEORGE'S COUNTY,
MARYLAND

BRIAN A. LOFFREDO, ESQ. and
FRANCES C. WILBURN, ESQ.,
Substitute Trustees
Plaintiff,
v.
WOODYARD ROAD, LLC
2132 Rose Theatre Circle
Olney, MD 20832
Defendant

Case No.: CAE12-29166

NOTICE
NOTICE is hereby given this 8th
day of January, 2013 by the Circuit
Court for Prince George's County,
Maryland, that the sale of property
mentioned in these proceedings
and described as 770 Woodyard
Road, Clinton, Maryland, and more
particularly described on the
attached Exhibit A, will be ratified
and confirmed, unless to the con-
trary thereof be shown on or
before the 8th day of February,
2013.

Provided that a copy of this notice

820 Official Notices

**NOTICE OF PUBLIC HEARING
CONCERNING ANNEXATION
RESOLUTION 13-AR-01
BY THE MAYOR AND COUNCIL OF THE
CITY OF COLLEGE PARK, MARYLAND
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Joseph L. Nagro, City Manager
City of College Park

**PUBLIC COMMENT PERIOD
FOR THE WASHINGTON REGION'S
PROPOSED SUBMISSIONS FOR THE 2013
UPDATE TO THE CONSTRAINED
LONG-RANGE PLAN (CLRP), FY 2013-
2018 TRANSPORTATION IMPROVEMENT
PROGRAM (TIP), AND AIR QUALITY
CONFORMITY ANALYSIS**

The National Capital Region Transportation Planning Board (TPB) will initiate a 30-day public comment period for the proposed submissions for the 2013

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home
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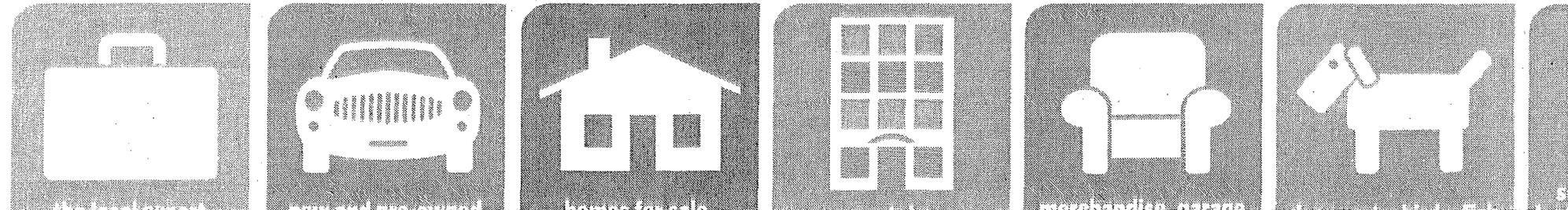
1-800-753-POST

Home
delivery

CLASSIFIED

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THURSDAY, JANUARY 24, 2013



Kirby Vacuum—\$185 Self propelled, HEPA filter, attachments, Exc Condition, Burke, VA, 571-606-0319.

Norelco 1260X Wet/Dry shaver—\$149 Brand new in box. SUNBEATABLE! Call 240-370-8067, 301-816-0906.

Art
santini statues—\$249 falls church, VA, 703-618-8833 NEW IN ORIGINAL BOX PERFECTLY GORGEOUS.

Books, Music & Movies
cello—\$50.00 vienna VA 703-821-050, 3/4 cello w/case, needs repair.

Cameras & Photo
NIKON FAST AIS LENSES—\$200 28MM F2.8, PLUS MORE FAST NIKON NIKKOR AIS 202-527-9501

Collectibles
AURORA SLOT CARS Wanted—\$100 & up, cars/sets, + Atlas, AFX, Tyco, Cox, Monogram. 703-960-3594

Hummel Plate—\$100 First edition 1971 annual plate. Other years avail. Sterling, VA, 571-313-0065

WILD TURKEY Decanters—\$25.00 Ea. & up Beautiful & Collectible. Rockville, MD, 301-774-4047

Clothing, Shoes & Accessories
BALTIMORE RAVENS JACKET—\$35 Official NFL, new with tags, hood, size 14/16 Perf. cond 301-627-5770

Cherry Flooring—3600 SF. \$2.50 per SF. 301-860-1190

WELL PUMP 1/3 HP—\$249.00 Gould Submersible with new check valve. Rockville, MD, 301-774-4047

Medical Equipment
268 medical lift sling—\$25.00 Manassas, VA, 703-393-2525 medical lift hand-capped arjo lift sling or battery

Wheelchair XXL 26in seat 700lb—\$249.00 Laurel, MD, 301-483-3370

Jewelry & Watches
269 Diamond Ring—Stunning antique diamond dinner ring. 2.35 ct set in 14 K white gold. Appraised at \$23,500. Call for an appointment. 202-360-8115

Merchandise Wanted
275 RADIO TUBES—\$249.00 WANTED HAM RADIOS, HUGE SPEAKERS, TUBE HI FI AMPS 202-527-9501

SMALL COLLECTOR PAYS CASH FOR COINS/COLLECTIONS.
Call Al 301-807-3266 Will Come to you!

Sterling Silver—\$20.00 ave. per pc flatware. Also want bowls, plates, candlesticks, etc. 301 646 0101

TUBE HI FI AMPLIFIERS—\$249 RADIO TUBES HUGE SPEAKERS WANTED MAARC MEMBER 410-740-5222

Musical Instruments
280 SAXOPHONE

DOES IT ALL!
AMERICAN BULLDOG PUPS 3 Females, 12 wks, S/W, large boned, big head \$400 Call 301-367-7912

BICHON FRISE—ACA, Male and Female, 1st shots, wormed, vet checked, Avail 1/23, parents on prem. \$525. Call 301-373-4779

CANE CORSO PUPS—100% paperwork, 1st/2nd shots, 3M, 3F Ready for your family 1/24/13. Upper Marlboro, MD. 301-928-7929 or djc30@verizon.net

Cavaller King Charles—\$1350, 1 Male / 2 Females, 8 Weeks old, 571-355-5830



Cute Puppies
Finance, cc or cash
www.wwpuppy.com
Exit 166 off I-81, Thurs 11am-3pm, Fri/Sat/Sun 11am-6pm, Mon-Wed Call For Appt. Labradoroodle, Boxers, Yorkie, Shih-Poo, Shorkies, Chihuahua, Springer Spaniels, Yorkie-Poos, Poms, Morkies, Mini BullDogs, Boston, Multi-poo, Cav-A-Chon & more. 59 East Rd. Martinsburg, WV 304-267-6333 Or 304-904-6289

Cute Puppy Sales Event—Springers, GoldenDoodles, Yorkies, Many More Martinsburg WV Off I-81 - Close to DC MD VA PA FINANCE 304-904-

IN THE MATTER OF OLUWASEYIFUNMI OMOLOLA GBADAMOSI FOR CHANGE OF NAME TO SEYI BADMUS
FAMILY LAW NO. 108439 FL
PUBLICATION NOTICE

The above Petitioner has filed a Petition for Change of Name in which he/she seeks to change his/her name from OLUWASEYIFUNMI OMOLOLA GBADAMOSI to SEYI BADMUS. The petitioner is seeking a name change because: HUSBAND BECAME US CITIZEN AND MADE A NAME CHANGE. NEW NAME WILL BE CONSISTENT. Any person may file an objection to the Petition on or before the 8th day of February, 2013. The objection must be supported by an affidavit and served upon the Petitioner in accordance with Maryland Rule 1-321. Failure to file an objection or affidavit within the time allowed may result in a judgment by default or the granting of the relief sought. This Notice is to be published in the Washington Post newspaper of general circulation in Montgomery County, Maryland, one successive week on or before the 24th day of January, 2013.

Freda Barton-Haleem Clerk, Circuit Court for Montgomery County, Maryland

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

IN THE MATTER OF NATHAN TORI GBADAMOSI FOR CHANGE OF NAME TO NATHAN TORI BADMUS OLUWASEYI GBADAMOSI
Petitioner

09/19/2012 - Date of Death
DOROTHY BARTON DINES PRO SE

NOTICE OF APPOINTMENT OF FOREIGN PERSONAL REPRESENTATIVE AND NOTICE TO CREDITORS

Freda Barton-Haleem, whose address is 4609 Miller Drive, Durham, NC 27704, was appointed personal representative of the estate of Dorothy Barton Dines, deceased, by Orphan's Court for Prince George's County State of Maryland, on October 12, 2012. Service of process may be made upon Aummett D. Landon, 2516 Sheridan Road, SE, Apt. 214 Washington, DC 20020, whose designation as District of Columbia agent has been filed with the Register of Wills, D.C. The decedent owned District of Columbia personal property. Claims against the decedent may be presented to the undersigned and filed with the Register of Wills for the District of Columbia, Building A, 515 5th Street, N.W., 3rd Floor, Washington, D.C. 20001 within 6 months from the date of first publication of this notice.

Freda Barton-Haleem PERSONAL REPRESENTATIVE
Anne Meister REGISTER OF WILLS

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA PROBATE DIVISION
WASHINGTON, D.C. 20001-2131
2012 ADM 1292

MILDRED H. WOODLAND PRO SE
NOTICE OF APPOINTMENT

Clara Renee Parker PERSONAL REPRESENTATIVE
Anne Meister REGISTER OF WILLS

Clara Renee Parker PERSONAL REPRESENTATIVE
Anne Meister REGISTER OF WILLS

VIRGINIA: IN THE CIRCUIT COURT FOR STAFFORD COUNTY
SAMUEL L. WHITE, P.C., Plaintiff
v.
STEVEN SCOTT SHACKELFORD, Defendant.

Case No. CL 12001474-00
ORDER OF PUBLICATION
The reason for this cause is to deposit surplus funds with the Court and/or to obtain the whereabouts of any persons including but not limited to: Steven Scott Shackelford and any other interested parties having an interest in a Deed of Trust dated February 4, 2004 executed by Steven Scott Shackelford to PELAP, INC. (Trustee), for the benefit of Steven Scott Shackelford secured by the property located at 4 Pasture Lane, Stafford, VA 22556. This Deed of Trust was recorded on February 9, 2004 in the Clerk's Office of this Court in instrument 040004620. Upon consideration whereof, this Order of Publication is granted, and is ORDERED that any interested persons do appear here on or before

NOTICE OF PUBLIC HEARING CONCERNING ANNEXATION RESOLUTION 13-AR-01 BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND ANNEXING APPROXIMATELY 4.4384± ACRES
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Joseph L. Nagro, City Manager
City of College Park

The property will be sold without either express or including but not limited particular purpose or exception, construction, extent rials, liability, zoning, st merchantability, complian other laws, ordinances or and subject to easements, which affect the same, subject to all conditions, record affecting same incl assessments pursuant to M TERMS OF SALE: A dep funds shall be required the purchase price with ir date of sale to the date DAYS after the final rati all taxes, public charges will be made as of the r by purchaser. If applicat association dues and ass the time of sale will be Title examination, convey taxes, title insurance, and are to be paid by the pr the purchaser, otherwise property may be resold purchaser. If the sale is n are unable to convey mark of sale, the purchaser's (Trustee's File No. (45-01:

JOHN E. SUBSI



CITY OF COLLEGE PARK MUNICIPAL SCENE

4500 KNOX ROAD, COLLEGE PARK, MARYLAND 20740 • 240-487-3500

www.collegeparkmd.gov

January 31, 2013

City Hall Bulletin Board

ality of Life Workgroup.

NOTICE OF PUBLIC HEARING CONCERNING ANNEXATION RESOLUTION 13-AR-01 BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND ANNEXING APPROXIMATELY 4.4384± ACRES FEBRUARY 12, 2013 - 7:15 P.M.

Please take notice that on February 12, 2013 at 7:15 p.m., the Mayor and Council of the City of College Park will hold a public hearing at City Hall, 2nd Floor Council Chambers, 4500 Knox Road, College Park, MD 20740 as required by Article 23A, §19 of the Annotated Code of Maryland concerning Annexation Resolution 13-AR-01, a resolution enlarging the corporate boundaries of the City of College Park by annexing land contiguous to and adjoining the existing corporate boundaries to include the property more commonly known as the Domain Property, as well as a portion of Mowatt Lane abutting this property, and that portion of Campus Drive not presently within the City from its intersection with Mowatt Lane to Adelphi Road. The Domain Property, comprising approximately 2.5462 acres, more or less, consists of five parcels now consolidated and referenced as Parcel "A", as depicted on a plat titled "Domain College Park Parcel A" recorded among the Plat Records of Prince George's County, Maryland, in Plat Book MMB 235, page 81. Copies of proposed Annexation Resolution 13-AR-01 and all attachments hereto, including a full and complete metes and bounds description of the land to be annexed, and the adopted Annexation Plan, may be reviewed or obtained in the City Clerk's office at City Hall, 4500 Knox Road, College Park, MD 20740 between 9 a.m. and 5:00 p.m. or by mail at the above address, Attention: Janeen S. Miller, CMC, City Clerk. The Resolution, Annexation Plan, and all attachments are available on the City's website, www.collegeparkmd.gov.

For information about cultural and arts opportunities in College Park, please visit the following websites:

- Free Stuff at University of Maryland
www.freestuff.umd.edu
- College Park Arts Exchange
www.cpae.org
- Clarice Smith Performing Arts Center at Maryland
www.claricesmithcenter.umd.edu

NOTICE OF PUBLIC HEARING ORDINANCE 13-O-01

Clinically strong community-based agency seeks individuals with sound skills in family therapy. We offer a state-of-the-art facility, no managed care and easy access to the beltway. 20 hrs per week, including two evenings.

Bilingual Spanish/English clinician preferred. Knowledge of play therapy desirable. Requires master's degree in mental health field. Hourly rate between \$22.30 and \$24.01 depending on experience, plus benefits. Please send cover letter, resume, and completed application to:

City of College Park – Human Resources
4500 Knox Road, College Park, MD 20740
240-487-3533

Applications are available in our office or on our website:
www.collegeparkmd.gov

We are an Equal Opportunity Employer.

CITY OFFICES CLOSED MONDAY, FEBRUARY 18, 2013

City Offices will be closed on Monday, February 18, in observance of Presidents Day. Refuse, recycling and yard waste collections will occur one day later than normal this week:

- Monday collections will occur Tuesday, February 19th
 - Tuesday collections will occur Wednesday, February 20th
 - Wednesday collections will occur Thursday, February 21st
- Special collections for brush and bulky items will only be scheduled for Friday, February 22nd. You must call 240-487-3590 to schedule a pickup before setting your items out on the curb.



We're proud to announce the completion of the new and improved Shop College Park website. After launching in July 2008, the Shop College Park website quickly became known as the place to find useful business information and the latest events around town. After nearly 5 years in operation and with over 10,000 visits per month, we decided it was time to make major changes and provide a more user-friendly experience.

The changes include a fresh look, a mobile site (coming very soon), integrated social media, improved maps, and the ability to filter shops by cuisine, district, happy hour, locally-owned & independent, and other options.

Take a look at the new site (<http://new.shopcollegepark.org>) and let us know what you think of the redesign by taking our survey.

CITY OF COLLEGE PARK WINTER ALERT

to be reused or recycled. Take items to the locations below or contact the Recycling Coordinator at 240-487-3590 or publicworks@collegeparkmd.gov for other options:

- Foam packaging and peanuts can be recycled at College Park Shipping & Mailing (4423 Lehigh Road, College Park; 301-699-0191) or most UPS stores. Please visit <http://www.theupsstore.com> for locations.
- Molded #6 expanded polystyrene (EPS) foam packaging is accepted by the Alliance of Foam Packaging Recyclers (1298 Cronson Blvd. Suite 201, Crofton, 21114; 410-451-8340; www.epspackaging.org).

Pay City parking tickets online with no additional fees at www.collegeparkmd.gov

COLLEGE PARK DOWNTOWN PARKING GARAGE CORNER OF YALE AVENUE & KNOX ROAD

**ANNEXATION RESOLUTION
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK
ENLARGING THE CORPORATE BOUNDARIES OF THE CITY BY ANNEXING
LAND CONTIGUOUS TO AND ADJOINING THE EXISTING CORPORATE
AREA TO INCLUDE THE PROPERTIES KNOWN AS THE DOMAIN PROPERTY,
A PORTION OF MOWATT LANE ABUTTING THIS PROPERTY, AND THAT
PORTION OF CAMPUS DRIVE NOT PRESENTLY WITHIN THE CITY FROM
ITS INTERSECTION WITH MOWATT LANE TO ADELPHI ROAD, AND
CONTAINING APPROXIMATELY
4.4384± ACRES**

WHEREAS, the Mayor and Council of the City of College Park, Maryland, a municipal corporation of the State of Maryland (“City”), has determined to enlarge and extend the limits of the City by including therein property within Prince George’s County which is contiguous and adjoining to the existing boundaries of the City in accordance with the procedures set forth in Article 23A, Section 19 of the Annotated Code of Maryland, as amended, which property is more fully described in the metes and bounds descriptions dated January 6, 2013 and January 7, 2013, attached hereto as Exhibit A, and incorporated by reference (hereinafter referred to as “Annexation Area”). The Annexation Area includes the property more commonly known as the Domain Property, as well as a portion of Mowatt Lane abutting this property, and that portion of Campus Drive not presently within the City from its intersection with Mowatt Lane to Adelphi Road; and

WHEREAS, the Domain Property, comprising approximately 2.5462 acres, more or less, consisting of five parcels now consolidated and referenced as Parcel “A”, as depicted on a plat titled “Domain College Park Parcel A” recorded among the Plat Records of Prince George’s County in Plat Book MMB 235, page 81, is owned by THC/UDR Domain College Park, LLC (hereinafter, “Owner”), a successor to Domain College Park, LLC, which entered into an Annexation Agreement with the City, dated January 25, 2011, and which is recorded among the Land Records of Prince George’s County at Liber 32510, folio 176, a copy of

which is attached hereto as Exhibit B and incorporated herein by reference, setting forth the terms and conditions upon which the City agrees to annex and the Owner agrees to the annexation of the Domain Property into the limits of the City; and

WHEREAS, the City has obtained the consent to annexation from the owner of at least 25% of the assessed value of the Annexation Area, which consent is contained in Exhibit B and in a Consent to Annexation, attached hereto as Exhibit C, which is incorporated herein by reference; and

WHEREAS, there are no persons who are registered as voters in Prince George's County elections and reside in the Annexation Area; and

WHEREAS, based upon the aforesaid consents and the Annexation Agreement, the Mayor and Council of the City has determined that it is in the public interest to initiate a Resolution to enlarge and extend the limits of the City to include the Annexation Area and to make applicable to that Annexation Area all laws which are now in force and effect, or which may be hereafter enacted, in the City.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City in legislative session assembled:

Section 1. That there is hereby annexed into the corporate limits of the City of College Park, a municipal corporation of the State of Maryland, all of that land within the Annexation Area, consisting of approximately 4.4384± acres of land as more particularly and fully described by a survey of courses and distances attached hereto as Exhibit A, and incorporated herein by reference as if fully set forth in the body of this Resolution;

Section 2. That from and after the effective date of this Resolution, the Annexation Area is subject to the terms and conditions of the said Annexation Agreement;

Section 3. That from and after the effective date of this Resolution, all provisions of the Constitution of Maryland, all laws of the State of Maryland applicable to the City, and all duly adopted Charter and Ordinance provisions of the City, shall be and are hereby extended and made applicable to such portion of Prince George's County as is, under the provisions of this Resolution, annexed to and made a part of the City. Nothing herein or elsewhere in the Resolution shall affect the power of the Mayor and City Council to amend or to repeal any Charter provision or Ordinance existing at the date of passage of this Resolution, or to enact and ordain any Ordinance which, at the date of passage of this Resolution, or hereafter, it may be authorized to enact or ordain;

Section 4. That the Annexation Area annexed to the City of College Park by this Resolution shall, in all respects and to all intents and purposes, be subject to the powers, jurisdiction and authority vested, or to be vested by law, in the Mayor and Council of the City of College Park, so far as the same may be consistent with the provisions of this Resolution, and the Annexation Area so annexed shall, in all respects, be taken and considered as part of the municipal corporation of the City of College Park.

Section 5. The City Manager shall cause a public notice to be published not fewer than two (2) times at not less than weekly intervals in a newspaper having general circulation in the City and in the Annexation Area which briefly and accurately describes the proposed change and the conditions and circumstances applicable thereto. The public notice shall further specify that a public hearing will be held on this Resolution by the Mayor and City Council of the City at 7:15 p.m. in the College Park City Hall, 4500 Knox Road, College Park, Maryland 20740, on the 12th day of February, 2013;

Section 6. This Resolution shall become effective forty-five (45) days from the date of enactment, unless within forty-five (45) days after the enactment the City receives a Petition for Referendum filed in accordance with the provisions of Article 23A, Section 19 (g) of the Annotated Code of Maryland, as amended;

Section 7. The City Manager shall promptly register both the original and new corporate boundaries of the City with the City Clerk, the Clerk of the Circuit Court for Prince George's County, the Department of Legislative Services for the State of Maryland, and the Maryland-National Capital Park and Planning Commission when the Resolution takes effect.

INTRODUCED, by the Mayor and Council of the City, at a regular legislative session on January 8, 2013.

ADOPTED, by the Mayor and Council of the City at a legislative session on _____, 2013.

WITNESS:

CITY OF COLLEGE PARK

By: _____
Janeen S. Miller, CMC, City Clerk

By: _____
Andrew M. Fellows, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Suellen M. Ferguson, City Attorney

EXHIBIT 'A'
DESCRIPTION OF
3.1480 ACRES OF LAND
PROPERTY TO BE ANNEXED INTO THE
CITY OF COLLEGE PARK
BERWYN (21ST) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

Being a piece or parcel of land, hereinafter described, lying on the South side of Campus Drive and the West side of Mowatt Lane, situate near University Park, and being the property acquired by THC/UDR Domain College Park LLC, a Delaware limited liability company, by virtue of a Deed from Domain College Park, LLC, a Delaware limited liability company, dated June 10, 2011 and recorded among the Land Records of Prince George's County, Maryland in Liber 32748 at Folio 445, said property also being Parcel "A" as shown on a Plat of Subdivision entitled "Domain College Park, Parcel 'A'" and recorded among the aforesaid Land Records in Plat Book MMB 235 on Page 81, AND all that adjacent property lying between Parcel 'A' the existing College Park Boundary which runs along the centerlines of Campus Drive and Mowatt Lane being more particularly described in Maryland State Plane Coordinates NAD 83/91 datum as follows

Beginning for the said piece or parcel of land at a point in the outline of the College Park Boundary and in the centerline of Campus Drive, distant 319.97 feet westerly along said centerline from its intersection with the northerly end of Mowatt Lane, and running thence with the existing outline of the City of College Park the following two courses and distances

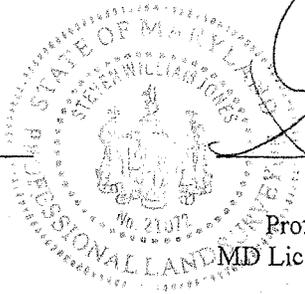
1. 0.33 feet along the arc of a curve deflecting to the left, having a radius of 1,475.90 feet and a chord bearing and distance of North 82°26'30" East, 0.33 feet to a point, thence
2. North 82°25'18" East, 319.64 feet to a point at the Northerly end of the centerline of the aforesaid Mowatt Lane, thence running with and binding on Mowatt Lane, and continuing with the outline of the City of College Park, the following course and distance
3. South 17°12'00" East, 354.71 feet to a point, thence leaving the said centerline of Mowatt Lane at right angles and leaving the outline of the City of College Park

4. South 72°48'00" West, 40.03 feet to a point at the southeast corner of the
aforementioned Parcel "A", thence running with the southerly and westerly
outlines of said Parcel "A", the following three courses and distances
5. South 72°47'46" West, 287.61 feet to a point, thence
6. North 86°29'00" West, 74.09 feet to a point, thence
7. North 05°09'34" West, 350.54 feet to a point, thence leaving the outline of the
aforesaid Parcel "A", and thence with an extension of the last course and the
easterly outline of Parcel D-1, Frank E. Pywell Estate, as recorded among the
aforesaid Land Records in plat book 229 page 72,
8. North 05°09'34" West, 10.01 feet to a point, thence leaving the outline of Parcel D-1
9. North 05°09'34" West, 40.05 to the point of beginning, containing 137,127 square
feet or 3.1480 acres of land.

This description was prepared under my responsible charge and is in compliance with
COMAR Regulation 09.13.06.12.

DATE:

1/6/13



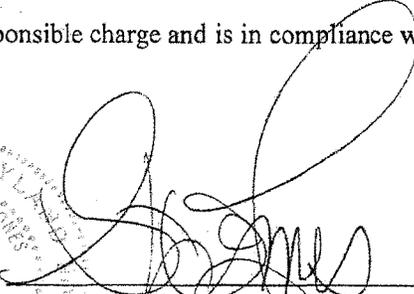

Steven W. Jones
Professional Land Surveyor
MD Lic. No. 21072 Exp. 02/08/2013

EXHIBIT 'B'
 SKETCH OF
 3.1480 ACRES OF LAND
 PROPERTY TO BE ANNEXED INTO
 THE CITY OF COLLEGE PARK
 BERWYN (21st) ELECTION DISTRICT
 PRINCE GEORGE'S COUNTY, MARYLAND

UNIVERSITY
 OF MARYLAND

RIGHT-OF-WAY AREA

TOTAL AREA: 26,213 s.f.
 OR 0.6018 Ac.

POINT OF BEGINNING
 $A=0.33'$
 $R=1,475.90'$
 Chord= $N82^{\circ}26'30"E$ $0.33'$
CAMPUS DRIVE
 $N82^{\circ}25'18"E$ 319.64'
 EXISTING COLLEGE PARK BOUNDARY

SCALE: 1"=100'
 MARYLAND STATE PLANE COORDINATES MAD 83/91

PARCEL
 "D-1"
 FRANK E.
 PYWELL
 ESTATE

PROPERTY OF
 THC/UDR DOMAIN
 COLLEGE PARK LLC

DOMAIN
 COLLEGE PARK

PARCEL "A"
 TOTAL AREA: 110,914 s.f.
 OR 2.5462 Ac.

EXISTING COLLEGE PARK BOUNDARY
 $S117^{\circ}12'00"E$
MONTAIGNE LANE
 $354.71'$
 EXISTING COLLEGE PARK BOUNDARY

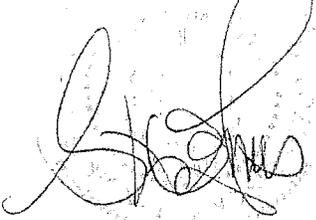
UNIVERSITY
 OF MARYLAND

N/F
 UNIVERSITY
 METHODIST CHURCH

PROPOSED COLLEGE PARK BOUNDARY
 $S72^{\circ}47'46"W$ 287.61'
 $S72^{\circ}48'00"W$ 40.03'
 PARCEL "B"
CAMPUS DRIVE
 SUBSTATION
 No. 189

N/F
 THE CEDARS, LLC

N/F
 RIDGELY W., Jr.
 & MARY L. AXT



CPJ Charles P. Johnson & Associates, Inc.
 Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors
 Associates
 1731 Clon Rd., Ste. 300 Silver Spring, MD 20903 301.434.7000 Fax: 301.434.9394
 www.cpj.com • Silver Spring, MD • Gaithersburg, MD • Frederick, MD • Fairfax, VA

Attached: Krefscf-Roads 2009/CP-bldgs 2009

EXHIBIT 'A'
DESCRIPTION OF
1.2904 ACRES OF LAND
PART OF CAMPUS DRIVE BETWEEN
THE DOMAIN ANNEXATION AND ADELPHI ROAD
PROPERTY TO BE ANNEXED INTO THE
CITY OF COLLEGE PARK
BERWYN (21ST) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

Being a piece or parcel of land, hereinafter described, lying directly adjacent to and contiguous with the City of College Park boundary and being the south half of Campus Drive lying east of Adelphi Road and extending in an easterly direction to the property now, or to be acquired by the City of College Park and known as Domain College Park Parcel "A" and being more particularly described in Maryland State Plane Coordinates NAD 83/91 datum as follows

Beginning for the said piece or parcel of land at a point in the outline of the College Park Boundary and in the centerline of Campus Drive, distant 319.97 feet westerly along said centerline from its intersection with the northerly end of Mowatt Lane, and thence leaving the outline of the College Park boundary

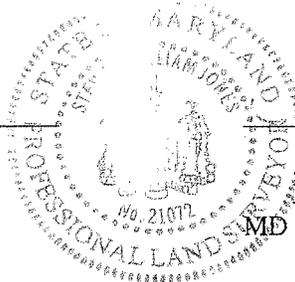
1. South 05°09'34" East, 30.04 feet to a point on the south right of way line for Campus Drive and the northeast corner of Parcel D-1 in the Frank E Pywell Estate subdivision, thence in a westerly direction along the north side of Parcel D-1 and with the south right of way line for Campus Drive
2. North 16°01'09" West, 0.23 feet to a point, thence
3. 208.22 feet along the arc of a curve, deflecting to the right, having a radius of 1,505.90 feet and a chord bearing and distance of South 86°26'24" West, 208.05 feet to a point, thence continuing with the said Parcel D-1 and thence with the north line of Parcel C, in the Frank E Pywell Estate,
4. South 79°09'48" West, 113.53 feet to a point, thence
5. North 73°42'42" West, 161.11 feet to a point, thence
6. South 10°34'26" West, 18.28 feet to a point at the northeast corner of Parcel B-3, thence continuing with the south side of Campus Drive and with the north lines of Parcels B-3, B-2, and B-1
7. 124.38 feet along the arc of a curve, deflecting to the right, having a radius of 1,525.90 feet and a chord bearing and distance of North 77°05'27" West, 124.34 feet to a point, thence

8. North $74^{\circ}45'21''$ West, 80.25 feet to a point, thence
9. North $15^{\circ}14'39''$ East, 20.00 feet to the northeast corner of Parcel A, in the Frank E Pywell Estate subdivision, thence continuing with the south right of way line for Campus Drive and with the northerly line of parcel A,
10. North $74^{\circ}45'21''$ West, 233.95 feet to a point, thence
11. North $11^{\circ}29'13''$ West, 12.72 feet to a point at the northeast corner of Parcel A as shown on the Second Regular Baptist Church plat, thence with the northerly line of Parcel A
12. North $74^{\circ}47'13''$ West, 125.47 feet to a point, thence
13. South $13^{\circ}25'08''$ West, 17.78 feet to a point, thence
14. North $73^{\circ}49'52''$ West, 141.87 feet to a point, thence
15. North $13^{\circ}25'08''$ East, 14.85 feet to a point, thence
16. North $74^{\circ}38'52''$ West, 79.96 feet to a point, thence
17. South $21^{\circ}52'08''$ West, 10.87 feet to a point, thence leaving Parcel A and continuing with the south right of way line for Campus Drive and with the property of the University of Maryland
18. North $74^{\circ}45'21''$ West, 191.92 feet to a point, thence
19. North $88^{\circ}15'06''$ West, 25.71 feet to a point, thence along a non-tangent curve
20. 125.66 feet along the arc of a curve, deflecting to the left, having a radius of 63.00 feet and a chord bearing and distance of South $48^{\circ}06'03''$ West, 105.84 feet to a point along the easterly right of way line for Adelphi Road thence with said line in a northerly direction
21. North $09^{\circ}02'33''$ West, 137.04 feet to a point in the centerline of Campus Drive, thence with said centerline the following two courses and distances
22. South $74^{\circ}45'21''$ East, 999.63 feet to a point of curvature, thence
23. 587.21 feet along the arc of a tangent curve, deflecting to the left, have a radius of 1,475.90 and a chord bearing and distance of South $86^{\circ}09'14''$ East, 583.34 feet to the point of beginning containing 56,209 square feet or 1.2904 acres of land.

This description was prepared under my responsible charge and is in compliance with COMAR Regulation 09.13.06.12.

DATE: _____

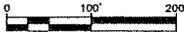
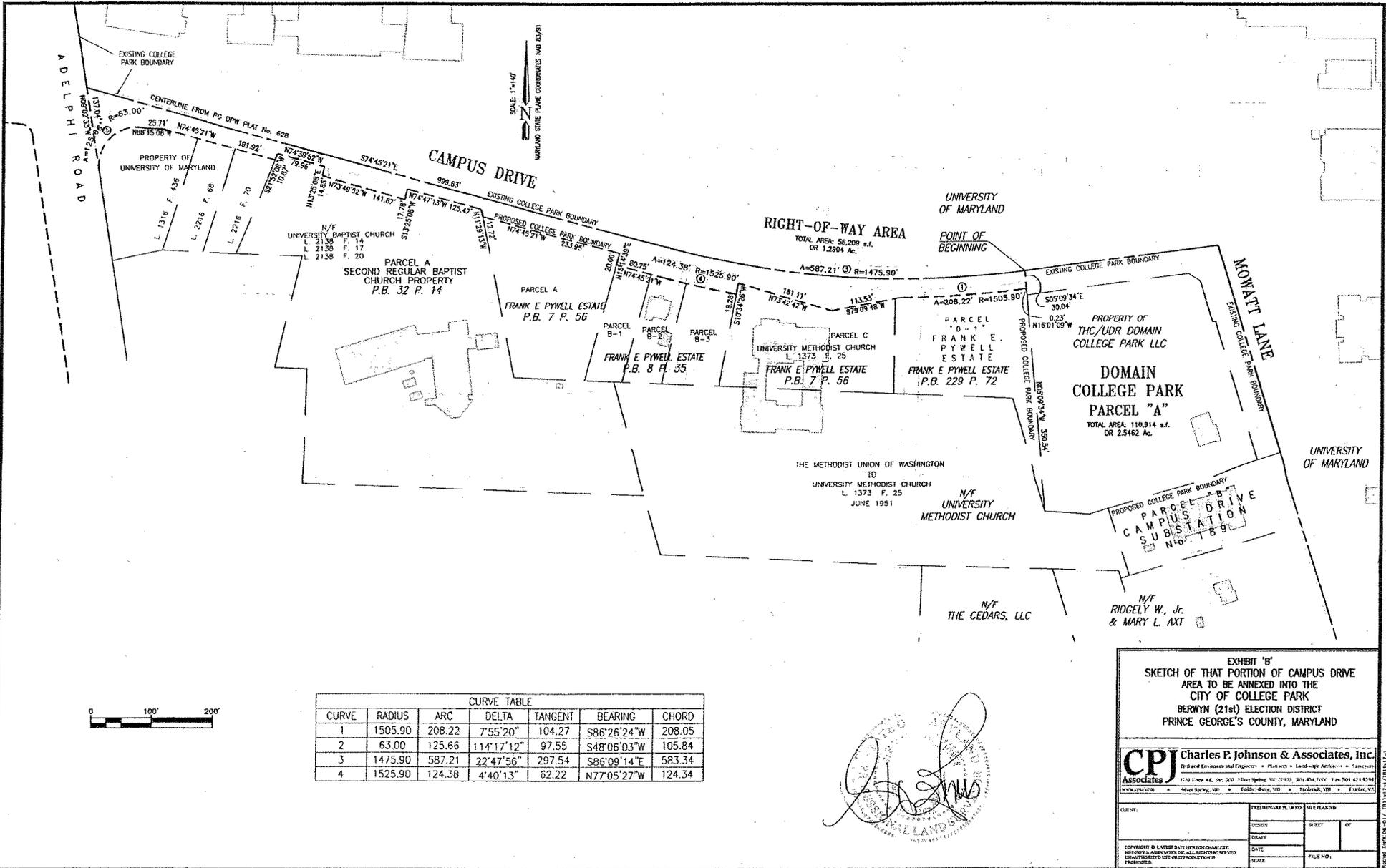
1/7/13



A handwritten signature in black ink, appearing to read "Steven W. Jones", written over a horizontal line.

Steven W. Jones
Professional Land Surveyor
MD Lic. No. 21072 Exp. 02/08/2013

SCALE 1"=100'
 MARYLAND STATE PLANE COORDINATES NAD 83(91)



CURVE TABLE						
CURVE	RADIUS	ARC	DELTA	TANGENT	BEARING	CHORD
1	1505.90	208.22	7°55'20"	104.27	S86°26'24"W	208.05
2	63.00	125.66	114°17'12"	97.55	S48°06'03"W	105.84
3	1475.90	587.21	22°47'56"	297.54	S86°09'14"E	583.34
4	1525.90	124.38	4°40'13"	62.22	N77°05'27"W	124.34



EXHIBIT "B"
 SKETCH OF THAT PORTION OF CAMPUS DRIVE
 AREA TO BE ANNEXED INTO THE
 CITY OF COLLEGE PARK
 BERWYN (21st) ELECTION DISTRICT
 PRINCE GEORGE'S COUNTY, MARYLAND

CPJ Charles P. Johnson & Associates, Inc.
 P.E. and Environmental Engineers • Planners • Land-use Architects • Surveyors
 1233 Stone Hill, Suite 200 • Silver Spring, MD 20910 • 301-434-2200 • Fax 301-434-1894
 www.cpj.com • Silver Spring, MD • College Park, MD • Hagerstown, MD • Ellicott City, MD

CLIENT:	PRELIMINARY PL. OR NO.	SHEET	OF
PROJECT:			
DRAWN:			
DATE:			
SCALE:			FILE NO.:

COPYRIGHT © LATEST DATE HEREON CHARLES P. JOHNSON & ASSOCIATES, INC. ALL RIGHTS RESERVED. UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED.

MARYLAND STATE PLANE COORDINATES NAD 83(91)

32510 176

Clerk of the
Circuit Court

DOMAIN COLLEGE PARK, LLC
ANNEXATION AGREEMENT

2011 MAR 16 PM 1:30
PR GEO CO MD #56

THIS ANNEXATION AGREEMENT ("Agreement") is effective the 25th day of January, 2011, by and between the CITY OF COLLEGE PARK, a municipal corporation of the State of Maryland, with its principal place of business at 4500 Knox Road, College Park, Maryland 20740, its successors and assigns, party of the first part (hereinafter "the City"), and DOMAIN COLLEGE PARK, LLC, a Delaware limited liability company, and in good standing in the State of Maryland, having an address at 1745 Shea Center Drive, Suite 200, Highlands Ranch, Colorado 80129, its successors and assigns, party of the second part (hereinafter "Domain").

IMP. FD. SURE \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00
Res: PCMA Rpt: 000000
MP: NR: 11/13/09
Mar 16, 2011 01:30 PM

RECITALS

WHEREAS, Domain is the owner of certain real property consisting of approximately 2.66 acres (hereinafter "the Property") located in Prince George's County, Maryland, at the intersection of Mowatt Lane and Campus Drive, being more particularly described by metes and bounds on Exhibit A attached hereto and made a part hereof, with street address at 7720 Mowatt Lane, District 21, College Park, Maryland, and generally consisting of land depicted on Prince George's County Tax Map 33, tax parcels 2411635, 2369718, 2425353, 4000964, and 4001921. Hereinafter in this Agreement the above land area of properties, including any lot or lots into which such area may be subdivided or re-subdivided, are collectively referred to as the "Domain Property;" and

WHEREAS, the City desires to incorporate the Domain Property into the corporate boundaries of the City and intends to initiate annexation proceedings for such purpose, and Domain consents to such incorporation by annexation provided the terms of this Agreement are satisfied; and

WHEREAS, the City supports the currently approved plans as well as the pending Detailed Site Plan for development of the Domain Property; and

WHEREAS, Domain and the City recognize that annexation of the Domain Property by the City is intended to facilitate and allow for the annexation, along with the Domain Property, of certain other real property adjacent to the Domain Property; provided, however, the parties acknowledge and agree that the annexation of the aforementioned adjacent property shall not delay or adversely affect any development efforts related to the Domain Property; and

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), Domain and the City have agreed that the following conditions and circumstances will apply to the Domain Property and the related annexation proceedings.

WITNESSETH:

1. INCORPORATION OF RECITALS

1.1. The above Recitals are incorporated as a material part of this Agreement.

2. DEFINITIONS

2.1. Fiscal Year means a year beginning on July 1 and ending on June 30. The first Fiscal Year for this Agreement shall be the first year in which Domain is required to pay property taxes to the City for the Domain Property.

3. ANNEXATION

3.1. Consideration

3.1.1. The City shall introduce, as consideration for this Agreement and subsequent to the recordation of the final plat of subdivision for the Domain Property, a resolution to effectuate the annexation to the City of the Domain Property (and other adjacent real properties as the City deems appropriate). In the event that the annexation of the Domain Property does not become effective within three (3) years of the recordation of final plat for the Domain Property, this Agreement shall be deemed void and of no effect.

3.2. Public Benefits

3.2.1. The City has determined that annexation of the Domain Property will benefit and promote the general public interest and welfare of the City and its residents because, with the exception of those exemptions and reimbursements provided pursuant to this Agreement, it will, among other actions, allow the City to collect or receive certain real property taxes, personal property taxes and rental inspection fees from the Domain Property.

3.3. Tax Exemption

3.3.1. Subject to termination as set forth below, for the first five (5) Fiscal Years (the "Five Year Exemption Period"), Domain shall pay property tax to the City as follows:

3.3.1.1. Real property tax at a rate equal to seventy percent (70%) of the then applicable City real property tax rate.

3.3.1.2 Personal property tax at a rate equal to seventy percent (70%) of the then applicable City personal property tax rate.

The Five Year Exemption Period shall begin on July 1 of the Fiscal Year following the date on which the annexation of the Domain Property becomes effective for the Domain Property and shall end on June 30 of the fifth Fiscal Year thereafter. Such property tax is subsequently referred to as the "Five Year Exempt Tax." The Five Year Exempt Tax is hereby granted to Domain and to each lot into which the Domain Property has been or will be subdivided, if any, and any condominium unit, common areas or other parcels or lots into which the Domain Property has been or will be divided. The Five Year Exempt Tax will end, for each portion of the Domain Property, or lot or unit (including condominium or owner offices), common area or other parcel within the Domain Property, on the first to occur of (a) the date on which the Five Year Exemption Period ends or (b) other than to a related entity of Domain, the date on which settlement occurs with respect to the sale or other conveyance of

the applicable portion of the Domain Property or lot or unit within the Domain Property to a third party for use by any person or entity as a residence, common area, retail space or office. The City represents, and Domain acknowledges, that the Prince George's County Director of Finance (hereinafter the "Director") bills and collects State, County and municipal real property taxes for property located within the City. During the Five Year Exemption Period, the City will provide to the Director a rate equal to seventy percent (70%) of the then applicable municipal real property tax rate to apply to the Domain Property and each parcel, lot or unit into which the Property is or will be eventually subdivided or divided. The City bills and collects municipal personal property taxes for property located within the City. During the Five Year Exemption Period, the City will bill the Domain Property for any applicable personal property tax assessment at a rate equal to seventy percent (70%) of the then applicable City personal property tax rate.

4. WARRANTIES AND REPRESENTATIONS OF THE CITY

4.1. Public Services

4.1.1. Upon the request of Domain, the City agrees to provide fee-based services at cost, for trash removal, recycling, and private property snow removal and street maintenance, and, in the event that any of said services are provided to any other business or commercial concerns within the City at no cost, the City agrees to similarly provide them to Domain at no cost. The City will consider

providing assistance to Domain in connection with emergency preparedness and police services should it be legally, contractually and/or financially able to do so in the same manner as similarly situated properties. The City shall provide police patrols and services by its contract police officers for the Domain Property in the same manner as similarly situated properties.

4.2. Domain Property Development Approvals.

4.2.1. The City has reviewed the Domain plan of development for the Domain Property as set forth in documents filed by Domain with the Planning Board of the Maryland-National Capital Park and Planning Commission (hereinafter "M-NCPPC") in support of Domain's Detailed Site Plan application. The City represents that it generally supports the development as set forth in the Detailed Site Plan consisting of construction of multifamily market rate rental units with a ground floor retail component and ancillary parking facilities as presented to the City by Domain (the "Project"). The parties recognize that various additional conditions or requirements may become appropriate or be mandated by government agencies with jurisdiction over the Domain Property during the current development review process. The City retains the right throughout the development review process to comment on, oppose, object to, and recommend conditions and/or appeal issues not previously addressed. The City represents that it endorses the Zoning Map Amendment and land use and development plans and approvals already adopted for the

Domain Property, including Conceptual Site Plan CSP 09002 and Preliminary Plan of Subdivision 4-09039, which are evidenced by the development plans and other records as approved and held or recorded by the M-NCPPC.

4.2.2. The City further covenants that it will not set or apply any policy, position or course of action which is detrimental to the currently approved plans or the proposed Detailed Site Plan, or for future plans and permits consistent with such plans, for development of the Domain Property or is inconsistent with the approved plans for the Project. The City, however, reserves the right to review, make recommendations and take other appropriate actions as to future revised plans for development of the Domain Property to ensure general consistency with the Master Plan for Langley-College Park-Greenbelt and Vicinity, and the Sectional Map Amendment for Planning Areas 65, 66 and 67, as modified by the Zoning Map Amendment, Conceptual Site Plan, Preliminary Plan of Subdivision and proposed Detailed Site Plan for the Project. This provision shall not limit the City in exercising its police and enforcement powers unrelated to the development review process referenced herein.

4.3. Directional Signage

4.3.1. The City agrees to assist Domain to provide effective directional signage to facilitate ingress to and egress from the Domain Property.

4.4. Public Transportation

4.4.1. The City agrees to promote the development and coordination of public transportation facilities to and from the Domain Property as such may be provided by the Washington Metropolitan Transit Authority, the Bus (a service of Prince George's County), the University of Maryland, or the Corridor Transportation Corporation. Further, the City agrees to promote coordinated transportation infrastructure improvement and aesthetic improvements along the the Knox Road Corridor, including Mowatt Lane, Guilford Road extended and Campus Drive and to involve fairly Domain and all development partners and other entities, such as the City-University Partnership. In fulfilling its obligations to promote public transportation facilities, coordinated transportation infrastructure improvements and aesthetic improvements, the City shall not by reason of this Agreement be required to undertake any activities that will result in cost or expense to the City. The City acknowledges that any required road improvements for the Project have been or will be determined during the Preliminary Plan of Subdivision and Detailed Site Plan processes.

4.5. Authorization

4.5.1. The City warrants and represents that it has full authority to sign this Agreement and that there is no action pending against it involving the Domain Property or any other proceeding that would in any way affect its right and authority to execute this Agreement.

5. WARRANTIES AND REPRESENTATIONS OF DOMAIN

5.1. No Referendum As To Annexation

5.1.1. Subject to the terms and conditions of this Agreement, this Agreement constitutes the formal written consent of Domain to annexation as required by Article 23A, Section 19(b) of the Annotated Code of Maryland. Domain acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for consideration, to waive and completely relinquish any right to withdraw its consent to annexation upon recordation of the final plat of subdivision for the Domain Property. After that time, Domain agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which Domain is permitted to vote, that it shall vote in favor of the Annexation Resolution.

5.2. Authorization.

5.2.1. Domain warrants and represents, that at the time of its execution of this Agreement, that it has full authority to sign this Agreement and that, to its knowledge, there is no action pending against it involving the Domain Property or any other proceeding that would in any way affect its right and

authority to execute this Agreement. In the event that annexation of the Domain Property is not feasible for whatever reason, including lack of contiguity, Domain commits to cooperating, in all reasonable respects, with the City in a non-monetary manner to remove any such impediment and to proceeding with annexation of the Domain Property once any such impediment is removed. Domain warrants and represents that it currently owns at least 26% of the assessed value of property within the proposed Domain Property, and that there are no persons residing in the proposed Domain Property who are registered to vote in Prince George's County elections.

5.3. Cessation of Obligations

5.3.1. Domain warrants and represents that if the annexation is petitioned to referendum and the annexation is not approved, the City's obligations and those of Domain under this Agreement will be null and void.

6. APPLICABILITY OF CITY CODE AND CHARTER

6.1. From and after the effective date of the Annexation Resolution, all provisions of the Charter and Code of the City shall have full force and effect within the Domain Property, except as otherwise specifically provided herein.

7. MUNICIPAL SERVICES

7.1. Upon the recording of this Agreement and the effective date of an Annexation Resolution annexing the Domain Property to the City, the City will provide all applicable municipal services to the Domain Property, including police service in the same manner as for similarly situated properties should the City create its own police force.

8. MISCELLANEOUS

8.1. Terminology

8.1.1. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his," "hers" and "theirs."

8.2. Affirmation

8.2.1. From time to time after the date of this Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this

Agreement. The obligations of the parties hereunder shall continue for the Five Year Exemption Period, unless otherwise provided herein.

8.3. Recordation and Amendment

8.3.1. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Prince George's County and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and be a covenant running with and binding the Domain Property, and embodies and constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understandings, representations, and statements, whether oral or written, are merged in this Agreement. Neither this Agreement nor any provision hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

8.4. Non-Inducement

8.4.1. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

8.5. Plain Meaning

8.5.1. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

8.6. Assignment

8.6.1. Subject to the provisions set forth in this Agreement, and specifically with respect to the provisions of paragraph 3.3.1 ending the Five Year Exempt Tax upon settlement with respect to the sale of the applicable portion of the Domain Property or lot or unit within the Domain Property to a third party for use by any person or entity as a residence, common area, retail space or office, this Agreement, its benefits and burdens, shall be assignable, in whole or in part, by Domain, without the consent of the City or of its elected officials, employees or agents, to any purchasers of the Domain Property or any part thereof.

8.7. Captions

8.7.1. The captions in this Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

8.8. Notice

8.8.1. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

IF TO THE CITY: Joseph L. Nagro, City Manager
The City of College Park
4500 Knox Road
College Park, Maryland 20740

WITH A COPY TO: Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street, 4th Floor
P.O. Box 2289
Annapolis, MD 21404

IF TO DOMAIN: Domain College Park, LLC
1745 Shea Center Drive, Suite 200
Highlands Ranch, CO 80129

WITH A COPY TO: Adam S. Harbin
Domain College Park, LLC
5847 San Felipe, Suite 3600
Houston, TX 77057

WITH A COPY TO: Richard K. Reed, Esq.
Christopher Hatcher, Esq.
Rifkin, Livingston, Levitan & Silver, LLC
7979 Old Georgetown Road, Suite 400
Bethesda, MD 20814

8.9. Maryland Law

This Agreement shall be governed by the law of the State of Maryland without regard to its principles governing choice or conflicts of laws. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other relief for the breach or alleged breach hereof shall be brought and maintained exclusively in the courts of the State of Maryland in Prince George's County and the parties expressly consent to the jurisdiction thereof and waive any rights they may otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

8.10. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

[SIGNATURE PAGES FOLLOW.]

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller

Janeen S. Miller, CMC, City Clerk

By:

Joseph L. Nagro
Joseph L. Nagro, City Manager

Date: March

STATE OF MARYLAND

COUNTY OF Calvert, to wit:

I HEREBY CERTIFY, that on this 2 day of March, 2011, before me, a Notary Public in and for the State aforesaid, personally appeared Joseph L. Nagro, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the City Manager of the City of College Park, a municipal corporation of the State of Maryland, and, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

Yvette S. Allen (SEAL)
Notary Public

My Commission Expires: March 12, 2013

APPROVED AS TO FORM:

Suellen M. Ferguson
Suellen M. Ferguson, City Attorney

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WITNESS:

DOMAIN COLLEGE PARK, LLC:

By: UDR/METLIFE MASTER LIMITED PARTNERSHIP, a Delaware limited partnership, its Sole Member

By: UDR/ML VENTURE LLC, a Delaware limited liability company, its General Partner

By: UDR, INC., a Maryland corporation, its Sole Member

Mustafa Swan By: Harry G. Alcock

Name: Harry G. Alcock

Title: Senior Vice President – Asset Management

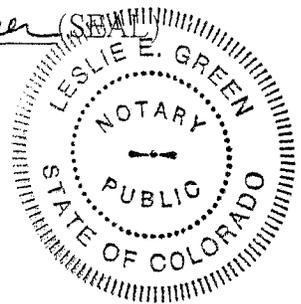
Date: 2-23-2011

STATE OF COLORADO
COUNTY OF DOUGLAS, to wit:

I HEREBY CERTIFY, that on this 23rd day of February, 2011, before me, a Notary Public in and for the State aforesaid, personally appeared Harry G. Alcock, who is personally known to me and who acknowledged himself to be the Executive Vice President – Asset Management of UDR, Inc., a Maryland corporation, as sole member of UDR/ML Venture LLC, a Delaware limited liability company, as general partner of UDR/MetLife Master Limited Partnership, a Delaware limited partnership, as sole member of Domain College Park, LLC, a Delaware limited liability company, and, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

Leslie E. Green
Notary Public



My Commission Expires: April 20, 2012

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LIST OF EXHIBITS

Exhibit A - Metes and Bounds Description of the Domain Property

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ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS • SUSTAINABLE DESIGN

JANUARY 5, 2011

DESCRIPTION OF A PORTION
OF THE PROPERTY OF
DOMAIN COLLEGE PARK, LLC
LIBER 29763 FOLIO 037
LIBER 30402 FOLIO 572
(4TH) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

Being the property acquired by Domain College Park, LLC, a Delaware Limited Liability Company in the following two (2) conveyances; 1.) from William P. Poole, Jr. and Robert E. Poole, by deed dated June 11, 2008 and recorded in Liber 29763 at Folio 037; 2.) from the University United Methodist Church, a corporate body under and by virtue of the Laws of the State of Maryland, by deed dated February 13, 2009, and recorded in Liber 30402 at Folio 572, and also being all of Parcel "E", Frank E. Pywell Estates, recorded in Plat Book NLP 98 at Plat No. 28, and Parcel "F-1", Frank E. Pywell Estates, recorded in Plat Book PM 229 at Plat No. 72 all among the Land Records of Prince George's County, Maryland, and being more particularly described as follows:

Beginning for the same at a point marking the northwesterly end of the South 57° 18' 29" East, 38.18 foot plat line of said Parcel "E", Frank E. Pywell Estates, said point also marking the southerly line of Campus Drive, width varies, as shown on State Road Commission Plat No. 3589; thence running with the outline at said Parcel "E", and with the westerly line of Mowatt Lane, width varies, the following two (2) courses distances

- 1.) South 57° 21' 57" East, 38.18 feet to a point; thence
- 2.) South 17° 09' 12" East, 70.49 feet to a point; thence leaving said outline at Parcel "E" and running with said westerly line of Mowatt Lane, the following two (2) courses distances
- 3.) North 73° 18' 38" East, 15.00 feet to a point; thence
- 4.) South 17° 12' 14" East, 236.28 feet to a point; thence leaving said westerly line of Mowatt Lane and running with the common line of Parcel B, Campus Drive Substation No. 189, as recorded in Plat Book 80 as Plat No. 36, and the University Methodist Church, recorded in Liber 1373 at Folio 25 all among the aforesaid Land Records
- 5.) South 72° 47' 46" West, 297.61 feet to a point; thence leaving said common line of Parcel B, and running with said University Methodist Church
- 6.) North 86° 29' 00" West, 74.09 feet to a point marking the common corner with said University Methodist Church, thence running with the common line of University United Methodist Church as recorded in Liber 40905 at Folio 766 and Liber 30402 at Folio 577 among the aforesaid Land Records

VIKA Maryland, LLC

20251 Century Boulevard, Suite 400 • Germantown, Maryland 20874 • 301.916.4100 Fax 301.916.2262
McLean, VA • Germantown, MD • Washington, DC

www.vika.com

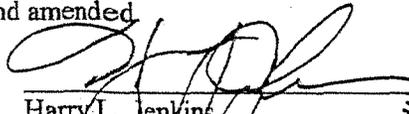
Exhibit A

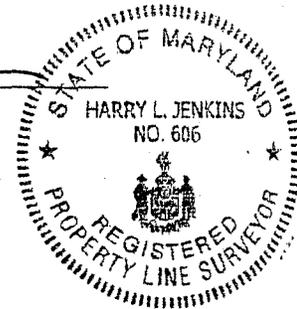
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- 7.) North $05^{\circ} 09' 34''$ West, 360.55 feet to a point of the aforesaid southerly line of Campus Drive; thence leaving said common line at University United Methodist Church and running with said southerly line of Campus Drive, the following two (2) courses and distances
- 8.) 1.78 feet along the arc of a non-tangent curve to the left, having a radius of 1505.32 feet and a chord bearing and distance at North $82^{\circ} 07' 24''$ East, 1.78 feet to a point; thence
- 9.) North $82^{\circ} 25' 18''$ East, 253.94 feet to the point of beginning containing 115,895 square feet or 2.66058 acres of land.

The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section 8 and 12 of the Code of Maryland Regulations (COMAR) as enacted and amended.

JAN. 5, 2011
Date


Harry L. Jenkins
Property Line Surveyor
Maryland No. 606

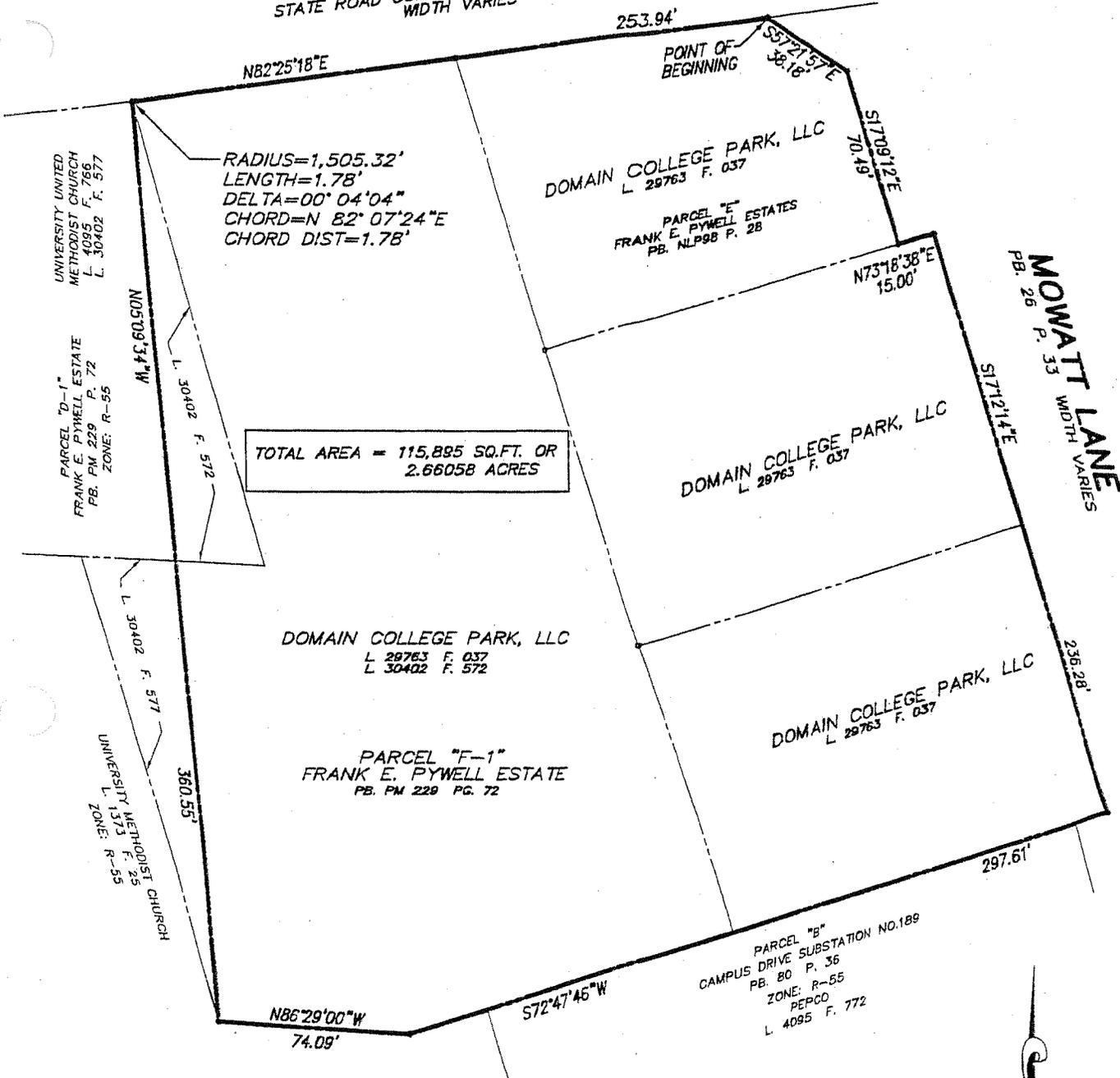


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CAMPUS DRIVE

STATE ROAD COMMISSION PLAT NO. 3589
WIDTH VARIES



SKETCH SHOWING THE PROPERTY OF
DOMAIN COLLEGE PARK, LLC
 LIBER 29763 FOLIO 037
 LIBER 30402 FOLIO 572
 AND INCLUDING ALL OF
 PARCEL "E" AND PARCEL "F-1"
 FRANK E. PYWELL ESTATE
 PLAT BOOK NLP 98 PAGE 28
 PLAT BOOK PM 229 PAGE 72
 4TH ELECTION DISTRICT
 PRINCE GEORGE'S COUNTY, MARYLAND
 SCALE: 1"=60' JAN. 2011



CONSENT TO ANNEXATION

The undersigned on behalf of THC/UDR Domain College Park, LLC, the owner of the Domain Property (hereafter defined), hereby consents to the annexation by the Mayor and Council of the City of College Park, Maryland, of the Domain Property into the existing corporate area of the City of College Park, and further states:

1. THC/UDR Domain College Park, LLC, successor-in-interest to Domain College Park, LLC, currently owns that certain real property being Parcel "A" as shown on a Plat of Subdivision entitled "Domain College Park, Parcel 'A'" recorded among the Land Records of Prince George's County, Maryland, in Plat Book MMB 235 on Page 81, which is bounded on the North by Campus Drive, on the West by a property referenced as Parcel "D-1", Frank E. Pywell Estate, on the South by a property referenced as Parcel "B", Campus Drive PEPCO substation, and on the East by Mowatt Lane, abutting the corporate limits of the City of College Park, a full description of which is attached hereto as Exhibit A (the "Domain Property"). The Domain Property includes lots formerly owned by the Frank E. Pywell Estate and Robert E. Poole.
2. THC/UDR Domain College Park, LLC's predecessor in title, Domain College Park, LLC, previously evidenced its consent to annexation of the Domain Property in that certain Annexation Agreement dated effective January 25, 2011, recorded among the Land Records in Liber 32510 at folio 176, a copy of which is attached as Exhibit B (the "Annexation Agreement").
3. THC/UDR Domain College Park, LLC does hereby reaffirm the prior consent to annexation of the Domain Property as contained in the said Annexation Agreement.
4. THC/UDR Domain College Park, LLC consents to the adoption of the resolution by the Mayor and Council of the City of College Park, Maryland, attached hereto as Exhibit C, annexing the Domain Property into the existing corporate area of the City of College Park (the "Annexation Resolution").
5. This Consent to Annexation and the said Annexation Agreement constitute the formal written consent of THC/UDR Domain College Park, LLC to annexation of the Domain Property into the existing corporate area of the City of College Park. THC/UDR Domain College Park, LLC will not petition the Annexation Resolution to referendum.
6. THC/UDR Domain College Park, LLC understands that the Domain Property will become part of the City of College Park on the effective date of the Annexation Resolution and that the City will provide all applicable municipal services to the Domain Property and residents thereon as required under the Code of the City of College Park.

ATTEST:

Shirley Banks Robinson

THC/UDR DOMAIN COLLEGE PARK, LLC,
a Delaware limited liability company

By: THC College Park Development Venture
LLC, a Delaware limited liability
company, its Managing Member

By Kathy K. Binford
Signature

KATHY K. BINFORD
Printed Name and Title VICE PRESIDENT

Dated: 12-28-12

EXHIBIT A
Domain Property

EXHIBIT 'A'
DESCRIPTION OF THE
THC/UDR DOMAIN COLLEGE PARK LLC PROPERTY
AREA TO BE ANNEXED INTO THE
CITY OF COLLEGE PARK
BERWYN (21ST) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

Being a piece or parcel of land, hereinafter described, lying on the South side of Campus Drive and the West side of Mowatt Lane, situate near University Park, and being the property acquired by THC/UDR Domain College Park LLC, a Delaware limited liability company, by virtue of a Deed from Domain College Park, LLC, a Delaware limited liability company, dated June 10, 2011 and recorded among the Land Records of Prince George's County, Maryland in Liber 32748 at Folio 445, said property also being Parcel "A" as shown on a Plat of Subdivision entitled "Domain College Park, Parcel 'A'" and recorded among the aforesaid Land Records in Plat Book MMB 235 on Page 81, and being more particularly described in Maryland State Plane Coordinates NAD 83/91 datum as follows

Beginning for the said piece or parcel of land at a point at the Westerly end of the Southerly or 2.26 feet arc Right-of-Way line of the aforesaid Campus Drive as shown on the aforesaid Plat of Subdivision, said point also being on the Northerly side of the aforesaid Parcel "A", thence running with and binding on the aforesaid Southerly Right-of-Way line of Campus Drive, and also running with and binding on the aforesaid Northerly side of Parcel "A", the following two courses and distances

1. 2.26 feet along the arc of a curve deflecting to the left, having a radius of 1,515.90 feet and a chord bearing and distance of North 82°07'56" East, 2.26 feet to a point, thence
2. North 82°25'18" East, 265.71 feet to a point at the Northerly end of the Westerly or South 57°21'57" East, 22.69 feet Right-of-Way line of the aforesaid Mowatt Lane, said point also being on the Easterly outline of the aforesaid Parcel "A", thence running with and binding on the aforesaid Westerly Right-of-Way line of Mowatt Lane, and also running with and binding on the aforesaid Easterly side of Parcel "A", the following four courses and distances
3. South 57°21'57" East, 22.69 feet to a point, thence
4. South 17°09'12" East, 70.49 feet to a point, thence

5. North $73^{\circ}18'38''$ East, 5.00 feet to a point, thence
6. South $17^{\circ}12'14''$ East, 236.37 feet to a point, thence leaving the aforesaid Westerly Right-of-Way line of Mowatt Lane, and running with and binding on the Southerly and Westerly sides of the aforesaid Parcel "A" the following three courses and distances
7. South $72^{\circ}47'46''$ West, 287.61 feet to a point, thence
8. North $86^{\circ}29'00''$ West, 74.09 feet to a point, thence
9. North $05^{\circ}09'34''$ West, 350.54 feet to the point of beginning, containing 110,914 square feet or 2.5462 acres of land.

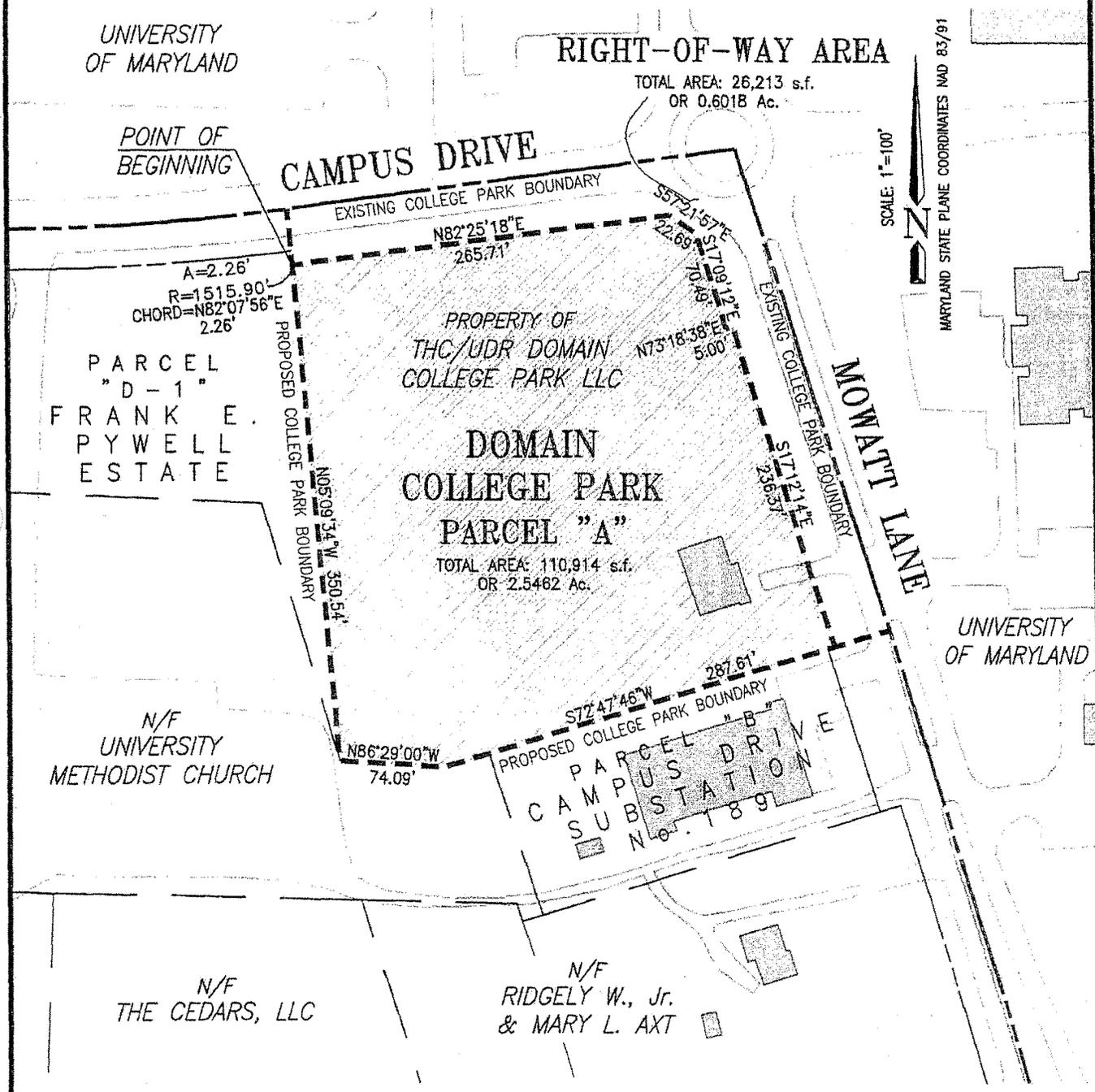
This description was prepared under my responsible charge and is in compliance with COMAR Regulation 09.13.06.12.

DATE: 12-4-12



Steven W. Jones
Steven W. Jones
Professional Land Surveyor
MD Lic. No. 21072 Exp. 02/08/2013

EXHIBIT 'B'
 SKETCH OF THE
 THC/UDR DOMAIN COLLEGE PARK LLC PROPERTY
 AREA TO BE ANNEXED INTO THE
 CITY OF COLLEGE PARK
 BERWYN (21st) ELECTION DISTRICT
 PRINCE GEORGE'S COUNTY, MARYLAND



CPJ Charles P. Johnson & Associates, Inc.
 Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors
 1751 Elton Rd., Ste. 390 Silver Spring, MD 20906 301.434.7000 Fax 301.434.8394
 www.cpj.com • Silver Spring, MD • Gaithersburg, MD • Frederick, MD • Fairfax, VA

EXHIBIT B
ANNEXATION AGREEMENT

32510 176

Clerk of the
Circuit Court

2011 MAR 16 PM 1:30

DOMAIN COLLEGE PARK, LLC

ANNEXATION AGREEMENT

PR GEO CO MD #66

THIS ANNEXATION AGREEMENT ("Agreement") is effective the 25th day of January, 2011, by and between the CITY OF COLLEGE PARK, a municipal corporation of the State of Maryland, with its principal place of business at 4500 Knox Road, College Park, Maryland 20740, its successors and assigns, party of the first part (hereinafter "the City"), and DOMAIN COLLEGE PARK, LLC, a Delaware limited liability company, and in good standing in the State of Maryland, having an address at 1745 Shea Center Drive, Suite 200, Highlands Ranch, Colorado 80129, its successors and assigns, party of the second part (hereinafter "Domain").

IMP. FV. SURE \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00
Res: 4/26/11 Rept: 2/28/11
WB: MAR 16/2011
Mar 16, 2011 01:30 PM

RECITALS

WHEREAS, Domain is the owner of certain real property consisting of approximately 2.66 acres (hereinafter "the Property") located in Prince George's County, Maryland, at the intersection of Mowatt Lane and Campus Drive, being more particularly described by metes and bounds on Exhibit A attached hereto and made a part hereof, with street address at 7720 Mowatt Lane, District 21, College Park, Maryland, and generally consisting of land depicted on Prince George's County Tax Map 33, tax parcels 2411635, 2369718, 2425353, 4000964, and 4001921. Hereinafter in this Agreement the above land area of properties, including any lot or lots into which such area may be subdivided or re-subdivided, are collectively referred to as the "Domain Property;" and

WHEREAS, the City desires to incorporate the Domain Property into the corporate boundaries of the City and intends to initiate annexation proceedings for such purpose, and Domain consents to such incorporation by annexation provided the terms of this Agreement are satisfied; and

WHEREAS, the City supports the currently approved plans as well as the pending Detailed Site Plan for development of the Domain Property; and

WHEREAS, Domain and the City recognize that annexation of the Domain Property by the City is intended to facilitate and allow for the annexation, along with the Domain Property, of certain other real property adjacent to the Domain Property; provided, however, the parties acknowledge and agree that the annexation of the aforementioned adjacent property shall not delay or adversely affect any development efforts related to the Domain Property; and

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), Domain and the City have agreed that the following conditions and circumstances will apply to the Domain Property and the related annexation proceedings.

WITNESSETH:

1. INCORPORATION OF RECITALS

1.1. The above Recitals are incorporated as a material part of this Agreement.

2. DEFINITIONS

2.1. Fiscal Year means a year beginning on July 1 and ending on June 30. The first Fiscal Year for this Agreement shall be the first year in which Domain is required to pay property taxes to the City for the Domain Property.

3. ANNEXATION

3.1. Consideration

3.1.1. The City shall introduce, as consideration for this Agreement and subsequent to the recordation of the final plat of subdivision for the Domain Property, a resolution to effectuate the annexation to the City of the Domain Property (and other adjacent real properties as the City deems appropriate). In the event that the annexation of the Domain Property does not become effective within three (3) years of the recordation of final plat for the Domain Property, this Agreement shall be deemed void and of no effect.

3.2. Public Benefits

3.2.1. The City has determined that annexation of the Domain Property will benefit and promote the general public interest and welfare of the City and its residents because, with the exception of those exemptions and reimbursements provided pursuant to this Agreement, it will, among other actions, allow the City to collect or receive certain real property taxes, personal property taxes and rental inspection fees from the Domain Property.

3.3. Tax Exemption

3.3.1. Subject to termination as set forth below, for the first five (5) Fiscal Years (the "Five Year Exemption Period"), Domain shall pay property tax to the City as follows:

3.3.1.1. Real property tax at a rate equal to seventy percent (70%) of the then applicable City real property tax rate.

3.3.1.2 Personal property tax at a rate equal to seventy percent (70%) of the then applicable City personal property tax rate.

The Five Year Exemption Period shall begin on July 1 of the Fiscal Year following the date on which the annexation of the Domain Property becomes effective for the Domain Property and shall end on June 30 of the fifth Fiscal Year thereafter. Such property tax is subsequently referred to as the "Five Year Exempt Tax." The Five Year Exempt Tax is hereby granted to Domain and to each lot into which the Domain Property has been or will be subdivided, if any, and any condominium unit, common areas or other parcels or lots into which the Domain Property has been or will be divided. The Five Year Exempt Tax will end, for each portion of the Domain Property, or lot or unit (including condominium or owner offices), common area or other parcel within the Domain Property, on the first to occur of (a) the date on which the Five Year Exemption Period ends or (b) other than to a related entity of Domain, the date on which settlement occurs with respect to the sale or other conveyance of

the applicable portion of the Domain Property or lot or unit within the Domain Property to a third party for use by any person or entity as a residence, common area, retail space or office. The City represents, and Domain acknowledges, that the Prince George's County Director of Finance (hereinafter the "Director") bills and collects State, County and municipal real property taxes for property located within the City. During the Five Year Exemption Period, the City will provide to the Director a rate equal to seventy percent (70%) of the then applicable municipal real property tax rate to apply to the Domain Property and each parcel, lot or unit into which the Property is or will be eventually subdivided or divided. The City bills and collects municipal personal property taxes for property located within the City. During the Five Year Exemption Period, the City will bill the Domain Property for any applicable personal property tax assessment at a rate equal to seventy percent (70%) of the then applicable City personal property tax rate.

4. WARRANTIES AND REPRESENTATIONS OF THE CITY

4.1. Public Services

4.1.1. Upon the request of Domain, the City agrees to provide fee-based services at cost, for trash removal, recycling, and private property snow removal and street maintenance, and, in the event that any of said services are provided to any other business or commercial concerns within the City at no cost, the City agrees to similarly provide them to Domain at no cost. The City will consider

providing assistance to Domain in connection with emergency preparedness and police services should it be legally, contractually and/or financially able to do so in the same manner as similarly situated properties. The City shall provide police patrols and services by its contract police officers for the Domain Property in the same manner as similarly situated properties.

4.2. Domain Property Development Approvals.

4.2.1. The City has reviewed the Domain plan of development for the Domain Property as set forth in documents filed by Domain with the Planning Board of the Maryland-National Capital Park and Planning Commission (hereinafter "M-NCPPC") in support of Domain's Detailed Site Plan application. The City represents that it generally supports the development as set forth in the Detailed Site Plan consisting of construction of multifamily market rate rental units with a ground floor retail component and ancillary parking facilities as presented to the City by Domain (the "Project"). The parties recognize that various additional conditions or requirements may become appropriate or be mandated by government agencies with jurisdiction over the Domain Property during the current development review process. The City retains the right throughout the development review process to comment on, oppose, object to, and recommend conditions and/or appeal issues not previously addressed. The City represents that it endorses the Zoning Map Amendment and land use and development plans and approvals already adopted for the

Domain Property, including Conceptual Site Plan CSP 09002 and Preliminary Plan of Subdivision 4-09039; which are evidenced by the development plans and other records as approved and held or recorded by the M-NCPPC.

4.2.2. The City further covenants that it will not set or apply any policy, position or course of action which is detrimental to the currently approved plans or the proposed Detailed Site Plan, or for future plans and permits consistent with such plans, for development of the Domain Property or is inconsistent with the approved plans for the Project. The City, however, reserves the right to review, make recommendations and take other appropriate actions as to future revised plans for development of the Domain Property to ensure general consistency with the Master Plan for Langley-College Park-Greenbelt and Vicinity, and the Sectional Map Amendment for Planning Areas 65, 66 and 67, as modified by the Zoning Map Amendment, Conceptual Site Plan, Preliminary Plan of Subdivision and proposed Detailed Site Plan for the Project. This provision shall not limit the City in exercising its police and enforcement powers unrelated to the development review process referenced herein.

4.3. Directional Signage

4.3.1. The City agrees to assist Domain to provide effective directional signage to facilitate ingress to and egress from the Domain Property.

4.4. Public Transportation

4.4.1. The City agrees to promote the development and coordination of public transportation facilities to and from the Domain Property as such may be provided by the Washington Metropolitan Transit Authority, the Bus (a service of Prince George's County), the University of Maryland, or the Corridor Transportation Corporation. Further, the City agrees to promote coordinated transportation infrastructure improvement and aesthetic improvements along the the Knox Road Corridor, including Mowatt Lane, Guilford Road extended and Campus Drive and to involve fairly Domain and all development partners and other entities, such as the City-University Partnership. In fulfilling its obligations to promote public transportation facilities, coordinated transportation infrastructure improvements and aesthetic improvements, the City shall not by reason of this Agreement be required to undertake any activities that will result in cost or expense to the City. The City acknowledges that any required road improvements for the Project have been or will be determined during the Preliminary Plan of Subdivision and Detailed Site Plan processes.

4.5. Authorization

4.5.1. The City warrants and represents that it has full authority to sign this Agreement and that there is no action pending against it involving the Domain Property or any other proceeding that would in any way affect its right and authority to execute this Agreement.

5. WARRANTIES AND REPRESENTATIONS OF DOMAIN

5.1. No Referendum As To Annexation

5.1.1. Subject to the terms and conditions of this Agreement, this Agreement constitutes the formal written consent of Domain to annexation as required by Article 23A, Section 19(b) of the Annotated Code of Maryland. Domain acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for consideration, to waive and completely relinquish any right to withdraw its consent to annexation upon recordation of the final plat of subdivision for the Domain Property. After that time, Domain agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which Domain is permitted to vote, that it shall vote in favor of the Annexation Resolution.

5.2. Authorization.

5.2.1. Domain warrants and represents, that at the time of its execution of this Agreement, that it has full authority to sign this Agreement and that, to its knowledge, there is no action pending against it involving the Domain Property or any other proceeding that would in any way affect its right and

authority to execute this Agreement. In the event that annexation of the Domain Property is not feasible for whatever reason, including lack of contiguity, Domain commits to cooperating, in all reasonable respects, with the City in a non-monetary manner to remove any such impediment and to proceeding with annexation of the Domain Property once any such impediment is removed. Domain warrants and represents that it currently owns at least 26% of the assessed value of property within the proposed Domain Property, and that there are no persons residing in the proposed Domain Property who are registered to vote in Prince George's County elections.

5.3. Cessation of Obligations

5.3.1. Domain warrants and represents that if the annexation is petitioned to referendum and the annexation is not approved, the City's obligations and those of Domain under this Agreement will be null and void.

6. APPLICABILITY OF CITY CODE AND CHARTER

6.1. From and after the effective date of the Annexation Resolution, all provisions of the Charter and Code of the City shall have full force and effect within the Domain Property, except as otherwise specifically provided herein.

7. MUNICIPAL SERVICES

7.1. Upon the recording of this Agreement and the effective date of an Annexation Resolution annexing the Domain Property to the City, the City will provide all applicable municipal services to the Domain Property, including police service in the same manner as for similarly situated properties should the City create its own police force.

8. MISCELLANEOUS

8.1. Terminology

8.1.1. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his," "hers" and "theirs."

8.2. Affirmation

8.2.1. From time to time after the date of this Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this

Agreement. The obligations of the parties hereunder shall continue for the Five Year Exemption Period, unless otherwise provided herein.

8.3. Recordation and Amendment

8.3.1. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Prince George's County and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and be a covenant running with and binding the Domain Property, and embodies and constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understandings, representations, and statements, whether oral or written, are merged in this Agreement. Neither this Agreement nor any provision hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

8.4. Non-Inducement

8.4.1. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

8.5. Plain Meaning

8.5.1. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

8.6. Assignment

8.6.1. Subject to the provisions set forth in this Agreement, and specifically with respect to the provisions of paragraph 3.3.1 ending the Five Year Exempt Tax upon settlement with respect to the sale of the applicable portion of the Domain Property or lot or unit within the Domain Property to a third party for use by any person or entity as a residence, common area, retail space or office, this Agreement, its benefits and burdens, shall be assignable, in whole or in part, by Domain, without the consent of the City or of its elected officials, employees or agents, to any purchasers of the Domain Property or any part thereof.

8.7. Captions

8.7.1. The captions in this Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

8.8. Notice

8.8.1. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

IF TO THE CITY: Joseph L. Nagro, City Manager
The City of College Park
4500 Knox Road
College Park, Maryland 20740

WITH A COPY TO: Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street, 4th Floor
P.O. Box 2289
Annapolis, MD 21404

IF TO DOMAIN: Domain College Park, LLC
1745 Shea Center Drive, Suite 200
Highlands Ranch, CO 80129

WITH A COPY TO: Adam S. Harbin
Domain College Park, LLC
5847 San Felipe, Suite 3600
Houston, TX 77057

WITH A COPY TO: Richard K. Reed, Esq.
Christopher Hatcher, Esq.
Rifkin, Livingston, Levitan & Silver, LLC
7979 Old Georgetown Road, Suite 400
Bethesda, MD 20814

8.9. Maryland Law

This Agreement shall be governed by the law of the State of Maryland without regard to its principles governing choice or conflicts of laws. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other relief for the breach or alleged breach hereof shall be brought and maintained exclusively in the courts of the State of Maryland in Prince George's County and the parties expressly consent to the jurisdiction thereof and waive any rights they may otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

8.10. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

[SIGNATURE PAGES FOLLOW.]

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller

Janeen S. Miller, CMC, City Clerk

By:

Joseph L. Nagro

Joseph L. Nagro, City Manager

Date:

March

STATE OF MARYLAND

COUNTY OF Calvert, to wit:

I HEREBY CERTIFY, that on this 2 day of March, 2011, before me, a Notary Public in and for the State aforesaid, personally appeared Joseph L. Nagro, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the City Manager of the City of College Park, a municipal corporation of the State of Maryland, and, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

Yvette S. Allen (SEAL)
Notary Public

My Commission Expires: March 12, 2013

APPROVED AS TO FORM:

Suellen M. Ferguson
Suellen M. Ferguson, City Attorney

WITNESS:

DOMAIN COLLEGE PARK, LLC:

By: UDR/METLIFE MASTER LIMITED PARTNERSHIP, a Delaware limited partnership, its Sole Member

By: UDR/ML VENTURE LLC, a Delaware limited liability company, its General Partner

By: UDR, INC., a Maryland corporation, its Sole Member

Maribeth Swan By: Harry G. Alcock

Name: Harry G. Alcock

Title: Senior Vice President – Asset Management

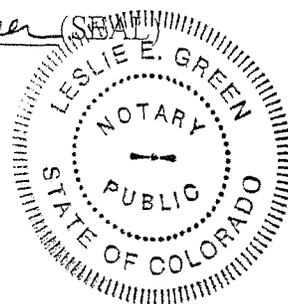
Date: 2-23-2011

STATE OF COLORADO
COUNTY OF DOUGLAS, to wit:

I HEREBY CERTIFY, that on this 23rd day of February, 2011, before me, a Notary Public in and for the State aforesaid, personally appeared Harry G. Alcock, who is personally known to me and who acknowledged himself to be the Executive Vice President – Asset Management of UDR, Inc., a Maryland corporation, as sole member of UDR/ML Venture LLC, a Delaware limited liability company, as general partner of UDR/MetLife Master Limited Partnership, a Delaware limited partnership, as sole member of Domain College Park, LLC, a Delaware limited liability company, and, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

Leslie E. Green
Notary Public



My Commission Expires: April 20, 2012

32510 193

LIST OF EXHIBITS

Exhibit A - Metes and Bounds Description of the Domain Property



JANUARY 5, 2011

DESCRIPTION OF A PORTION
OF THE PROPERTY OF
DOMAIN COLLEGE PARK, LLC
LIBER 29763 FOLIO 037
LIBER 30402 FOLIO 572
(4TH) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

Being the property acquired by Domain College Park, LLC, a Delaware Limited Liability Company in the following two (2) conveyances; 1.) from William P. Poole, Jr. and Robert E. Poole, by deed dated June 11, 2008 and recorded in Liber 29763 at Folio 037; 2.) from the University United Methodist Church, a corporate body under and by virtue of the Laws of the State of Maryland, by deed dated February 13, 2009, and recorded in Liber 30402 at Folio 572, and also being all of Parcel "E", Frank E. Pywell Estates, recorded in Plat Book NLP 98 at Plat No. 28, and Parcel "F-1", Frank E. Pywell Estates, recorded in Plat Book PM 229 at Plat No. 72 all among the Land Records of Prince George's County, Maryland, and being more particularly described as follows:

Beginning for the same at a point marking the northwesterly end of the South 57° 18' 29" East, 38.18 foot plat line of said Parcel "E", Frank E. Pywell Estates, said point also marking the southerly line of Campus Drive, width varies, as shown on State Road Commission Plat No. 3589; thence running with the outline at said Parcel "E", and with the westerly line of Mowatt Lane, width varies, the following two (2) courses distances

- 1.) South 57° 21' 57" East, 38.18 feet to a point; thence
- 2.) South 17° 09' 12" East, 70.49 feet to a point; thence leaving said outline at Parcel "E" and running with said westerly line of Mowatt Lane, the following two (2) courses distances
- 3.) North 73° 18' 38" East, 15.00 feet to a point; thence
- 4.) South 17° 12' 14" East, 236.28 feet to a point; thence leaving said westerly line of Mowatt Lane and running with the common line of Parcel B, Campus Drive Substation No. 189, as recorded in Plat Book 80 as Plat No. 36, and the University Methodist Church, recorded in Liber 1373 at Folio 25 all among the aforesaid Land Records
- 5.) South 72° 47' 46" West, 297.61 feet to a point; thence leaving said common line of Parcel B, and running with said University Methodist Church
- 6.) North 86° 29' 00" West, 74.09 feet to a point marking the common corner with said University Methodist Church, thence running with the common line of University United Methodist Church as recorded in Liber 40905 at Folio 766 and Liber 30402 at Folio 577 among the aforesaid Land Records

VIKA Maryland, LLC

20251 Century Boulevard, Suite 400 • Germantown, Maryland 20874 • 301.916.4100 Fax 301.916.2262
McLean, VA • Germantown, MD • Washington, DC

www.vika.com

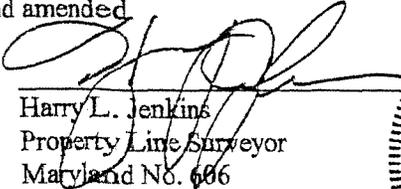
Exhibit A

32510 195

- 7.) North $05^{\circ} 09' 34''$ West, 360.55 feet to a point of the aforesaid southerly line of Campus Drive; thence leaving said common line at University United Methodist Church and running with said southerly line of Campus Drive, the following two (2) courses and distances
- 8.) 1.78 feet along the arc of a non-tangent curve to the left, having a radius of 1505.32 feet and a chord bearing and distance at North $82^{\circ} 07' 24''$ East, 1.78 feet to a point; thence
- 9.) North $82^{\circ} 25' 18''$ East, 253.94 feet to the point of beginning containing 115,895 square feet or 2.66058 acres of land.

The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section 8 and 12 of the Code of Maryland Regulations (COMAR) as enacted and amended.

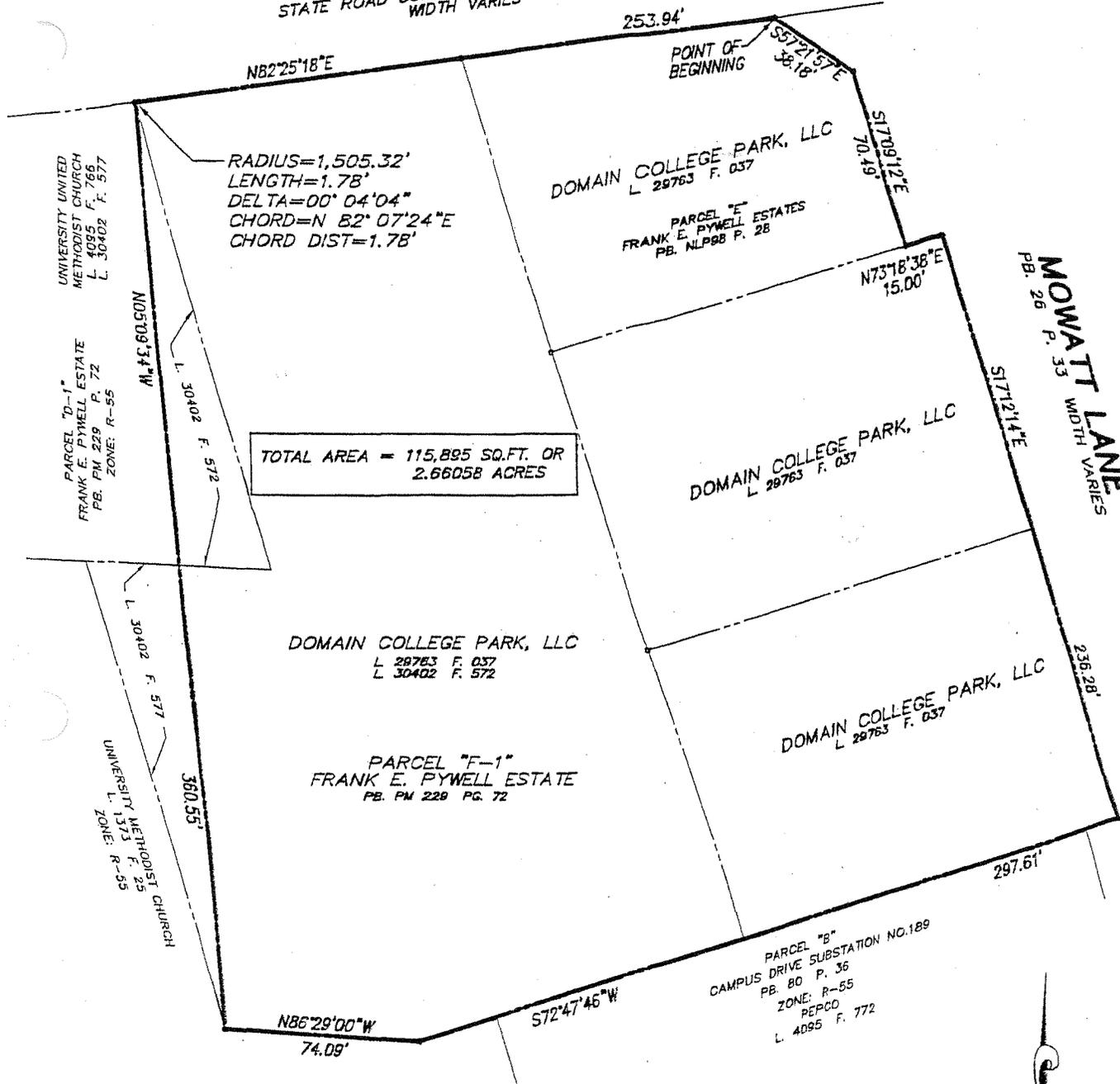
JAN. 5, 2011
Date


Harry L. Jenkins
Property Line Surveyor
Maryland No. 606



32510 196

CAMPUS DRIVE
STATE ROAD COMMISSION PLAT NO. 3589
WIDTH VARIES



TOTAL AREA = 115,895 SQ.FT. OR
2.66058 ACRES

UNIVERSITY UNITED
METHODIST CHURCH
L. 4095 F. 766
L. 30402 F. 577

PARCEL "D-1"
FRANK E. PYWELL ESTATE
PB. PM 229 P. 72
ZONE: R-55

UNIVERSITY METHODIST CHURCH
L. 1373 F. 25
ZONE: R-55

DOMAIN COLLEGE PARK, LLC
L. 29763 F. 037

PARCEL "E"
FRANK E. PYWELL ESTATES
PB. NLP98 P. 28

DOMAIN COLLEGE PARK, LLC
L. 29763 F. 037

DOMAIN COLLEGE PARK, LLC
L. 29763 F. 037
L. 30402 F. 572

PARCEL "F-1"
FRANK E. PYWELL ESTATE
PB. PM 229 PG. 72

DOMAIN COLLEGE PARK, LLC
L. 29763 F. 037

PARCEL "B"
CAMPUS DRIVE SUBSTATION NO.189
PB. 80 P. 36
ZONE: R-55
PEPCD
L. 4085 F. 772

MOWATT LANE
PB. 26 P. 33
WIDTH VARIES

SKETCH SHOWING THE PROPERTY OF
DOMAIN COLLEGE PARK, LLC
LIBER 29763 FOLIO 037
LIBER 30402 FOLIO 572
AND INCLUDING ALL OF
PARCEL "E" AND PARCEL "F-1"
FRANK E. PYWELL ESTATE
PLAT BOOK NLP 98 PAGE 28
PLAT BOOK PM 229 PAGE 72
4TH ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND
SCALE: 1"=60' JAN. 2011



VFA
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS • GPS SERVICES
VFA INCORPORATED
2020 CENTURY BOULEVARD - SUITE 9400 • GERMANTOWN, MARYLAND 20874
(301) 816-4100 • FAX (301) 816-2302
GERMANTOWN, MD. NICHOLSON, VA.

EXHIBIT C
ANNEXATION RESOLUTION

ANNEXATION RESOLUTION
 OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK
 ENLARGING THE CORPORATE BOUNDARIES OF THE CITY BY ANNEXING
 LAND CONTIGUOUS TO AND ADJOINING THE EXISTING CORPORATE
 AREA TO INCLUDE THE PROPERTIES KNOWN AS THE DOMAIN PROPERTY,
 A PORTION OF MOWATT LANE ABUTTING THIS PROPERTY, AND THAT
 PORTION OF CAMPUS DRIVE NOT PRESENTLY WITHIN THE CITY FROM
 ITS INTERSECTION WITH MOWATT LANE TO ADELPHI ROAD, AND
 CONTAINING APPROXIMATELY
 4.4384± ACRES

WHEREAS, the Mayor and Council of the City of College Park, Maryland, a municipal corporation of the State of Maryland (“City”), has determined to enlarge and extend the limits of the City by including therein property within Prince George’s County which is contiguous and adjoining to the existing boundaries of the City in accordance with the procedures set forth in Article 23A, Section 19 of the Annotated Code of Maryland, as amended, which property is more fully described in the metes and bounds descriptions dated January 6, 2013 and January 7, 2013, attached hereto as Exhibit A, and incorporated by reference (hereinafter referred to as “Annexation Area”). The Annexation Area includes the property more commonly known as the Domain Property, as well as a portion of Mowatt Lane abutting this property, and that portion of Campus Drive not presently within the City from its intersection with Mowatt Lane to Adelphi Road; and

WHEREAS, the Domain Property, comprising approximately 2.5462 acres, more or less, consisting of five parcels now consolidated and referenced as Parcel “A”, as depicted on a plat titled “Domain College Park Parcel A” recorded among the Plat Records of Prince George’s County in Plat Book MMB 235, page 81, is owned by THC/UDR Domain College Park, LLC (hereinafter, “Owner”), a successor to Domain College Park, LLC, which entered into an Annexation Agreement with the City, dated January 25, 2011, and which is recorded among the Land Records of Prince George’s County at Liber 32510, folio 176, a copy of

which is attached hereto as Exhibit B and incorporated herein by reference, setting forth the terms and conditions upon which the City agrees to annex and the Owner agrees to the annexation of the Domain Property into the limits of the City; and

WHEREAS, the City has obtained the consent to annexation from the owner of at least 25% of the assessed value of the Annexation Area, which consent is contained in Exhibit B and in a Consent to Annexation, attached hereto as Exhibit C, which is incorporated herein by reference; and

WHEREAS, there are no persons who are registered as voters in Prince George's County elections and reside in the Annexation Area; and

WHEREAS, based upon the aforesaid consents and the Annexation Agreement, the Mayor and Council of the City has determined that it is in the public interest to initiate a Resolution to enlarge and extend the limits of the City to include the Annexation Area and to make applicable to that Annexation Area all laws which are now in force and effect, or which may be hereafter enacted, in the City.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City in legislative session assembled:

Section 1. That there is hereby annexed into the corporate limits of the City of College Park, a municipal corporation of the State of Maryland, all of that land within the Annexation Area, consisting of approximately 4.4384± acres of land as more particularly and fully described by a survey of courses and distances attached hereto as Exhibit A, and incorporated herein by reference as if fully set forth in the body of this Resolution;

Section 2. That from and after the effective date of this Resolution, the Annexation Area is subject to the terms and conditions of the said Annexation Agreement;

Section 3. That from and after the effective date of this Resolution, all provisions of the Constitution of Maryland, all laws of the State of Maryland applicable to the City, and all duly adopted Charter and Ordinance provisions of the City, shall be and are hereby extended and made applicable to such portion of Prince George's County as is, under the provisions of this Resolution, annexed to and made a part of the City. Nothing herein or elsewhere in the Resolution shall affect the power of the Mayor and City Council to amend or to repeal any Charter provision or Ordinance existing at the date of passage of this Resolution, or to enact and ordain any Ordinance which, at the date of passage of this Resolution, or hereafter, it may be authorized to enact or ordain;

Section 4. That the Annexation Area annexed to the City of College Park by this Resolution shall, in all respects and to all intents and purposes, be subject to the powers, jurisdiction and authority vested, or to be vested by law, in the Mayor and Council of the City of College Park, so far as the same may be consistent with the provisions of this Resolution, and the Annexation Area so annexed shall, in all respects, be taken and considered as part of the municipal corporation of the City of College Park.

Section 5. The City Manager shall cause a public notice to be published not fewer than two (2) times at not less than weekly intervals in a newspaper having general circulation in the City and in the Annexation Area which briefly and accurately describes the proposed change and the conditions and circumstances applicable thereto. The public notice shall further specify that a public hearing will be held on this Resolution by the Mayor and City Council of the City at 7:15 p.m. in the College Park City Hall, 4500 Knox Road, College Park, Maryland 20740, on the 12th day of February, 2013;

Section 6. This Resolution shall become effective forty-five (45) days from the date of enactment, unless within forty-five (45) days after the enactment the City receives a Petition for Referendum filed in accordance with the provisions of Article 23A, Section 19 (g) of the Annotated Code of Maryland, as amended;

Section 7. The City Manager shall promptly register both the original and new corporate boundaries of the City with the City Clerk, the Clerk of the Circuit Court for Prince George's County, the Department of Legislative Services for the State of Maryland, and the Maryland-National Capital Park and Planning Commission when the Resolution takes effect.

INTRODUCED, by the Mayor and Council of the City, at a regular legislative session on January 8, 2013.

ADOPTED, by the Mayor and Council of the City at a legislative session on _____, 2013.

WITNESS:

CITY OF COLLEGE PARK

By: _____
Janeen S. Miller, CMC, City Clerk

By: _____
Andrew M. Fellows, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Suellen M. Ferguson, City Attorney

EXHIBIT 'A'
DESCRIPTION OF
3.1480 ACRES OF LAND
PROPERTY TO BE ANNEXED INTO THE
CITY OF COLLEGE PARK
BERWYN (21ST) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

Being a piece or parcel of land, hereinafter described, lying on the South side of Campus Drive and the West side of Mowatt Lane, situate near University Park, and being the property acquired by THC/UDR Domain College Park LLC, a Delaware limited liability company, by virtue of a Deed from Domain College Park, LLC, a Delaware limited liability company, dated June 10, 2011 and recorded among the Land Records of Prince George's County, Maryland in Liber 32748 at Folio 445, said property also being Parcel "A" as shown on a Plat of Subdivision entitled "Domain College Park, Parcel 'A'" and recorded among the aforesaid Land Records in Plat Book MMB 235 on Page 81, AND all that adjacent property lying between Parcel 'A' the existing College Park Boundary which runs along the centerlines of Campus Drive and Mowatt Lane being more particularly described in Maryland State Plane Coordinates NAD 83/91 datum as follows

Beginning for the said piece or parcel of land at a point in the outline of the College Park Boundary and in the centerline of Campus Drive, distant 319.97 feet westerly along said centerline from its intersection with the northerly end of Mowatt Lane, and running thence with the existing outline of the City of College Park the following two courses and distances

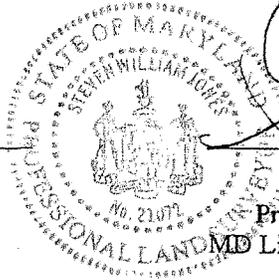
1. 0.33 feet along the arc of a curve deflecting to the left, having a radius of 1,475.90 feet and a chord bearing and distance of North 82°26'30" East, 0.33 feet to a point, thence
2. North 82°25'18" East, 319.64 feet to a point at the Northerly end of the centerline of the aforesaid Mowatt Lane, thence running with and binding on Mowatt Lane, and continuing with the outline of the City of College Park, the following course and distance
3. South 17°12'00" East, 354.71 feet to a point, thence leaving the said centerline of Mowatt Lane at right angles and leaving the outline of the City of College Park

4. South 72°48'00" West, 40.03 feet to a point at the southeast corner of the
aforementioned Parcel "A", thence running with the southerly and westerly
outlines of said Parcel "A", the following three courses and distances
5. South 72°47'46" West, 287.61 feet to a point, thence
6. North 86°29'00" West, 74.09 feet to a point, thence
7. North 05°09'34" West, 350.54 feet to a point, thence leaving the outline of the
aforesaid Parcel "A", and thence with an extension of the last course and the
easterly outline of Parcel D-1, Frank E. Pywell Estate, as recorded among the
aforesaid Land Records in plat book 229 page 72,
8. North 05°09'34" West, 10.01 feet to a point, thence leaving the outline of Parcel D-1
9. North 05°09'34" West, 40.05 to the point of beginning, containing 137,127 square
feet or 3.1480 acres of land.

This description was prepared under my responsible charge and is in compliance with
COMAR Regulation 09.13.06.12.

DATE:

1/6/13



Steven W. Jones
Steven W. Jones
Professional Land Surveyor
Lic. No. 21072 Exp. 02/08/2013

EXHIBIT 'B'
 SKETCH OF
 3.1480 ACRES OF LAND
 PROPERTY TO BE ANNEXED INTO
 THE CITY OF COLLEGE PARK
 BERWYN (21st) ELECTION DISTRICT
 PRINCE GEORGE'S COUNTY, MARYLAND

UNIVERSITY
 OF MARYLAND

RIGHT-OF-WAY AREA

TOTAL AREA: 26,213 s.f.
 OR 0.6018 Ac.

POINT OF
 BEGINNING

A=0.33'
 R=1,475.90'
 Chord=N82°26'30"E 0.33'
CAMPUS DRIVE
 N82°25'18"E 319.64'

EXISTING COLLEGE PARK BOUNDARY

SCALE: 1"=100'
 N
 MARYLAND STATE PLANE COORDINATES NAD 83/91

PARCEL
 "D-1"
 FRANK E.
 PYWELL
 ESTATE

PROPERTY OF
 THC/UDR DOMAIN
 COLLEGE PARK LLC

DOMAIN
 COLLEGE PARK
 PARCEL "A"

TOTAL AREA: 110,914 s.f.
 OR 2.5462 Ac.

EXISTING COLLEGE PARK BOUNDARY
 S112°00'E
 MOWATT LANE
 354.71'

UNIVERSITY
 OF MARYLAND

N/F
 UNIVERSITY
 METHODIST CHURCH

PROPOSED COLLEGE PARK BOUNDARY
 S72°47'46"W 287.61'
 S72°48'00"W 40.03'
 N86°29'00"W 74.09'

PARCEL "B"
 CAMPUS DRIVE
 SUBSTATION
 No. T891

N/F
 THE CEDARS, LLC

N/F
 RIDGELY W., Jr.
 & MARY L. AXT

CPJ Charles P. Johnson & Associates, Inc.
 Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors
 1751 Ellett Rd., Ste. 300 Silver Spring, MD 20903 301.434.7000 Fax: 301.434.9394
 www.cpja.com • Silver Spring, MD • Gaithersburg, MD • Frederick, MD • Fairfax, VA

Attached Xref:CP-Roads 2009/CP-Roads 2008

EXHIBIT 'A'
DESCRIPTION OF
1.2904 ACRES OF LAND
PART OF CAMPUS DRIVE BETWEEN
THE DOMAIN ANNEXATION AND ADELPHI ROAD
PROPERTY TO BE ANNEXED INTO THE
CITY OF COLLEGE PARK
BERWYN (21ST) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

Being a piece or parcel of land, hereinafter described, lying directly adjacent to and contiguous with the City of College Park boundary and being the south half of Campus Drive lying east of Adelphi Road and extending in an easterly direction to the property now, or to be acquired by the City of College Park and known as Domain College Park Parcel "A" and being more particularly described in Maryland State Plane Coordinates NAD 83/91 datum as follows

Beginning for the said piece or parcel of land at a point in the outline of the College Park Boundary and in the centerline of Campus Drive, distant 319.97 feet westerly along said centerline from its intersection with the northerly end of Mowatt Lane, and thence leaving the outline of the College Park boundary

1. South $05^{\circ}09'34''$ East, 30.04 feet to a point on the south right of way line for Campus Drive and the northeast corner of Parcel D-1 in the Frank E Pywell Estate subdivision, thence in a westerly direction along the north side of Parcel D-1 and with the south right of way line for Campus Drive
2. North $16^{\circ}01'09''$ West, 0.23 feet to a point, thence
3. 208.22 feet along the arc of a curve, deflecting to the right, having a radius of 1,505.90 feet and a chord bearing and distance of South $86^{\circ}26'24''$ West, 208.05 feet to a point, thence continuing with the said Parcel D-1 and thence with the north line of Parcel C, in the Frank E Pywell Estate,
4. South $79^{\circ}09'48''$ West, 113.53 feet to a point, thence
5. North $73^{\circ}42'42''$ West, 161.11 feet to a point, thence
6. South $10^{\circ}34'26''$ West, 18.28 feet to a point at the northeast corner of Parcel B-3, thence continuing with the south side of Campus Drive and with the north lines of Parcels B-3, B-2, and B-1
7. 124.38 feet along the arc of a curve, deflecting to the right, having a radius of 1,525.90 feet and a chord bearing and distance of North $77^{\circ}05'27''$ West, 124.34 feet to a point, thence

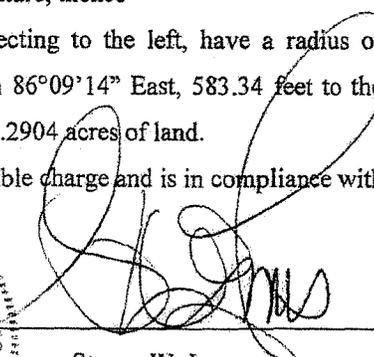
8. North $74^{\circ}45'21''$ West, 80.25 feet to a point, thence
9. North $15^{\circ}14'39''$ East, 20.00 feet to the northeast corner of Parcel A, in the Frank E Pywell Estate subdivision, thence continuing with the south right of way line for Campus Drive and with the northerly line of parcel A,
10. North $74^{\circ}45'21''$ West, 233.95 feet to a point, thence
11. North $11^{\circ}29'13''$ West, 12.72 feet to a point at the northeast corner of Parcel A as shown on the Second Regular Baptist Church plat, thence with the northerly line of Parcel A
12. North $74^{\circ}47'13''$ West, 125.47 feet to a point, thence
13. South $13^{\circ}25'08''$ West., 17.78 feet to a point, thence
14. North $73^{\circ}49'52''$ West, 141.87 feet to a point, thence
15. North $13^{\circ}25'08''$ East. 14.85 feet to a point, thence
16. North $74^{\circ}38'52''$ West, 79.96 feet to a point, thence
17. South $21^{\circ}52'08''$ West, 10.87 feet to a point, thence leaving Parcel A and continuing with the south right of way line for Campus Drive and with the property of the University of Maryland
18. North $74^{\circ}45'21''$ West, 191.92 feet to a point, thence
19. North $88^{\circ}15'06''$ West, 25.71 feet to a point, thence along a non-tangent curve
20. 125.66 feet along the arc of a curve, deflecting to the left, having a radius of 63.00 feet and a chord bearing and distance of South $48^{\circ}06'03''$ West, 105.84 feet to a point along the easterly right of way line for Adelphi Road thence with said line in a northerly direction
21. North $09^{\circ}02'33''$ West, 137.04 feet to a point in the centerline of Campus Drive, thence with said centerline the following two courses and distances
22. South $74^{\circ}45'21''$ East, 999.63 feet to a point of curvature, thence
23. 587.21 feet along the arc of a tangent curve, deflecting to the left, have a radius of 1,475.90 and a chord bearing and distance of South $86^{\circ}09'14''$ East, 583.34 feet to the point of beginning containing 56,209 square feet or 1.2904 acres of land.

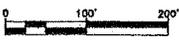
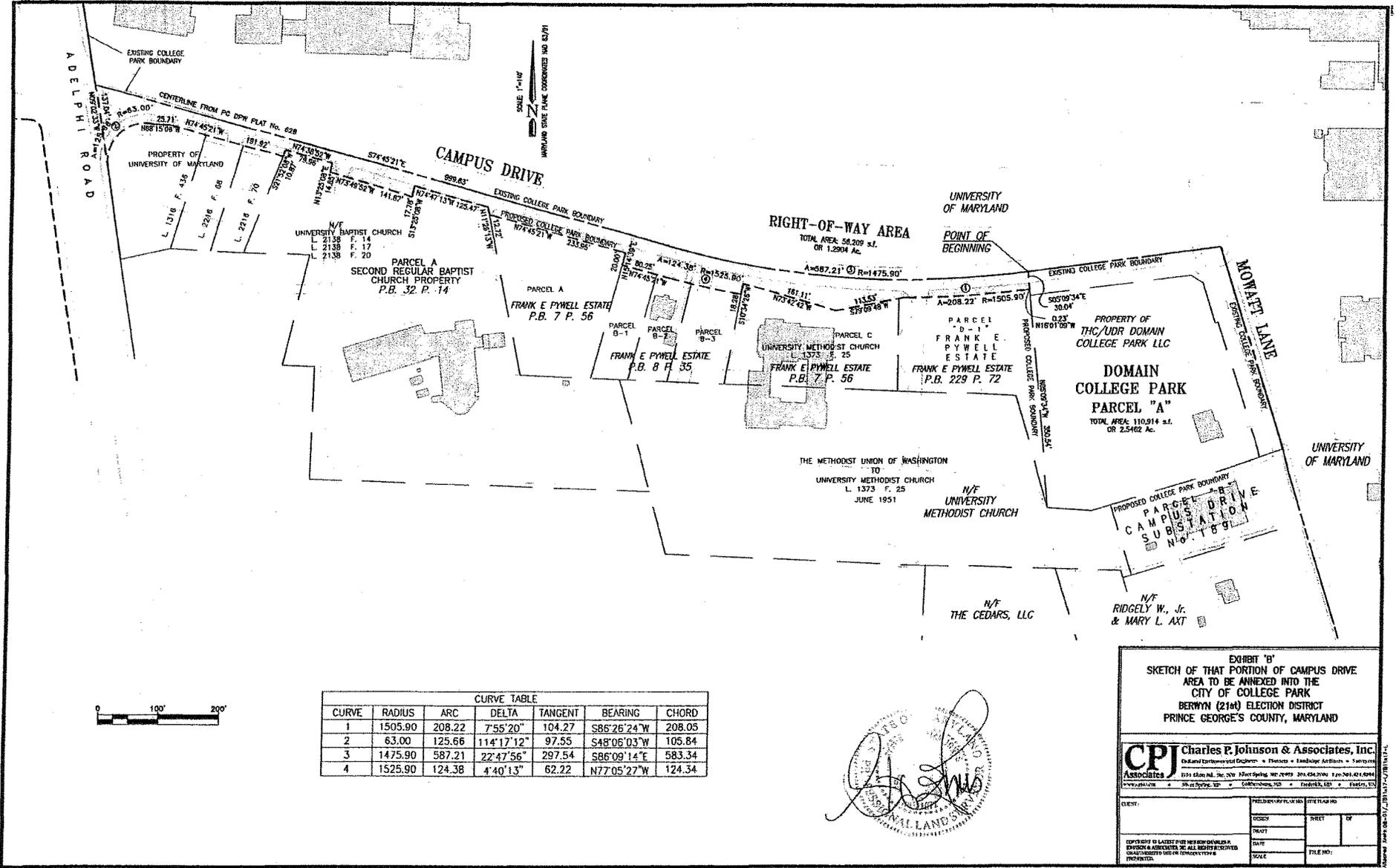
This description was prepared under my responsible charge and is in compliance with COMAR Regulation 09.13.06.12.

DATE:

1/7/13




Steven W. Jones
Professional Land Surveyor
Lic. No. 21072 Exp. 02/08/2013



CURVE TABLE						
CURVE	RADIUS	ARC	DELTA	TANGENT	BEARING	CHORD
1	1505.90	208.22	7°55'20"	104.27	S86°26'24"W	208.05
2	63.00	125.66	114°17'12"	97.55	S48°06'03"W	105.84
3	1475.90	587.21	22°47'56"	297.54	S86°09'14"E	583.34
4	1525.90	124.38	4°40'13"	62.22	N77°05'27"W	124.34

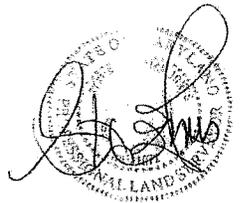


EXHIBIT 'B'
SKETCH OF THAT PORTION OF CAMPUS DRIVE
AREA TO BE ANNEXED INTO THE
CITY OF COLLEGE PARK
BERWYN (21st) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

CPJ Charles P. Johnson & Associates, Inc.
Soil and Environmental Engineers • Planners • Landscape Architects • Surveyors
 1034 Green Hill, Ste. 200 • Forest Spring, MD 20724 • 202-454-7700 • Fax: 202-421-6994
 www.cpj.com • 301-279-9922 • Baltimore, MD • Frederick, MD • Ellicott City, MD

CLIENT:	PREPARED BY (FIRM):	DATE PLANNED:
	DESIGN:	PROJECT:
	DRAWN:	DATE:
	SCALE:	FILE NO.:

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Minutes

MINUTES
Regular Meeting of the College Park City Council
Tuesday, January 22, 2013
7:30 p.m. – 8:19 p.m.

PRESENT: Mayor Andrew Fellows; Councilmembers Kabir, Wojahn, Dennis, Catlin, Day, Afzali and Mitchell.

ABSENT: Councilmember Stullich.

ALSO PRESENT: Joe Nagro, City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Chantal Cotton, Assistant to the City Manager; Terry Schum, Director of Planning; Bob Ryan, Director of Public Services.

Mayor Fellows opened the meeting at 7:30 p.m. Councilmember Afzali led the Pledge of Allegiance.

Minutes: A motion was made by Councilmember Catlin and seconded by Councilmember Dennis to adopt the minutes of the January 8, 2013 Regular Meeting. The motion passed 7 – 0 – 0.

Announcements:

Councilmember Wojahn reminded everyone of next Tuesday's public forum for feedback on issues being addressed by the Neighborhood Stabilization and Quality of Life Workgroup. Written comments may be submitted, including name and address, to qualityoflife@collegetparkmd.gov.

Councilmember Catlin said there is a public meeting on Thursday on WSSC's efforts on stormwater improvements in the Anacostia river basin.

Councilmember Dennis said the Lakeland Civic Association's February meeting will be held on Thursday February 7 at 7:00 p.m. at the College Park Community Center.

Councilmember Mitchell said WSSC's proposed regulations are posted on their website. The City is hosting a pre-school fair on Saturday at the College Park Community Center from 12 – 2. Lastly, she said that there was a large turnout for the College Park Academy information meeting held last week.

Mayor Fellows displayed the award received by the City in recognition of its 50th year as a member of the National League of Cities. He also attended the US Conference of Mayors last week.

Amendments to the Agenda: None.

City Manager's Report: Mr. Nagro reminded everyone that there is no scheduled Council meeting next Tuesday. The Public Forum is scheduled for Tuesday night, and the City will host the Four Cities meeting on Wednesday night. He pointed out the red folder items.

Student Liaison's Report: Mr. Ratner reported that not much is going on because students just returned. The first SGA meeting of the semester is tomorrow night.

Comments from the Audience on Non-Agenda Items:

Morgan Lash, Miss College Park 2012: Ms. Lash introduced herself and discussed the opportunities she has had to serve the community since being crowned last April, and the many events she has attended. She is grateful for the scholarship funds she received.

Consent Agenda:

A motion was made by Councilmember Afzali and seconded by Councilmember Day to adopt the Consent Agenda which consisted of the following items:

- 13-G-10 Approval of a letter to the Board of License Commissioners that the City voices no objection to the annual renewal of Liquor Licenses for City establishments.**
- 13-G-11 Approval of an extension to the City's contract with Fireworks Extravaganza on the same terms and conditions as previously agreed, for another three years at \$17,500 per year, subject to review and approval by the City Attorney.**
- 13-G-12 Approval Of A Two-year Extension Of the Right-Of-Way Grass Mowing Contract (#CP-06-04) To ValleyCrest Landscape Maintenance, for the total amount of \$86,864.68.**
- 13-G-13 Award of a five year support and maintenance contract for College Park CCTV/LPR MESH Security Camera System in Old Town to Avrio RMS Group at a total cost of \$182,784, subject to review and approval by the City Attorney.**

The motion passed 7 – 0 – 0.

Action Items:

- 13-G-14 Award of FY '13 Community Services Grants totaling \$20,000 Funded In Account 1010-2520**

A motion was made by Councilmember Day and seconded by Councilmember Afzali that the City of College Park award the following grants under the FY 2013 community services grant program: The National Museum of Language, Inc., \$2,425 (of a \$2,500 request) for a part-time paid staff member; Lakeland Community Heritage Project, \$2,425 (of a \$2,500 request) towards funding for Lakeland Heritage events; American Legion Auxiliary, College Park Post 217, \$2,425 (of a \$2,500 request) for scholarships for Miss College Park pageant participants (to cover education expenses); Pregnancy Aid Centers, Inc., \$2,425 (of a \$2,500 request) for its food pantry program; Boy Scout Troop 298, \$1,500 (of a \$2,500 request) for leadership education for young men; Cub Scout Pack 298, \$1,500 (of a \$2,500 request) to subsidize the cub scout program in North College Park; College Park Woods Swim Club, \$2,425 (of a \$2,500 request) for a senior summer day camp; Holy Redeemer Catholic Church, \$500 (of a \$500 request) for its Safe Haven program; College Park Church of the Nazarene, \$1,950 (of a \$2,000 request) for the College Park community library; Embry Center for Family Life, \$2,425 (of a \$2,500 request) for the Lakeland All-

Stars basketball program. In accepting the grant award, each organization has executed a “hold harmless” agreement prepared by the City Attorney.

Councilmember Day stated that these grants are based on applications submitted by the deadline and reviewed by the Council at the January 15 Worksession. The 10 applications received requested a total of \$22,500 and were reviewed by a Council subcommittee which made an award recommendation to the full Council. Funding for these grants is provided in the FY 2013 adopted operating budget, account 1010-2520, in the amount of \$20,000. Some of the grants have been reduced from the amount requested in order to have the total grant awards not exceed the \$20,000 budgeted funds.

Councilmembers Dennis and Catlin said they would have to abstain from this item due to conflicts.

The motion passed 5 – 0 – 2 (Day and Catlin abstained).

13-G-05 Approval of a letter to the District Council with comments on Planning Board action on the Preliminary Greenbelt Metro Area and MD 193 Corridor Sector Plan and Proposed Sectional Map Amendment

A motion was made by Councilmember Wojahn and seconded by Councilmember Catlin that the City Council approve a letter to the Prince George’s County District Council that reflects the City’s analysis of the Planning Board’s resolution adopting the Greenbelt Metro Area and MD 193 Corridor Sector Plan and endorsing the Sectional Map Amendment and request the District Council to further amend the Sector Plan to incorporate City recommendations that were made on the record but not included in the resolution.

Councilmember Wojahn said the City of College Park submitted written testimony on the proposed Sector Plan and a number of north College Park residents and members of the City Council testified at the joint public hearing held on October 2, 2012. The Prince George’s County Planning Board approved Resolution 12-109 on December 13, 2012 adopting the Plan and was responsive to many of the City’s comments and recommendations. However, a number of areas of concern were not adopted by the Planning Board and the City would like the District Council to address them in their final approval of the Plan and Sectional Map Amendment. These issues relate to potentially negative impacts on North College Park from proposed development such as the height of buildings in the North Core of Greenbelt Station, location of parking garages and design of beltway access ramps. The District Council will hold a Worksession on February 5 and may subsequently approve, amend or disapprove the Plan. The District Council may also hold an additional joint public hearing prior to acting on the Plan if there is significant amendment to the plan.

Jackie Pearce Garrett, 9746 Wichita Avenue: She would like the City’s letter to be more forceful to reflect her concerns as a homeowner; the Sector Plan is willing to compromise much of what she likes about her neighborhood.

John Krouse, 9709 53rd Avenue, President, North College Park Citizens Association:

Concerned that many critical elements of the previous sector plan were not carried forward into this sector plan – they were abandoned. This sector plan does not represent our vision. Concerns outlined in his letter include architecture, building materials, reflected light and noise.

Councilmember Wojahn said some details such as materials will be fully addressed in the DSP. Ms. Schum stressed that the record is closed, and our letter cannot add anything new. Our purpose was to address items from our original letter that were not adopted by the Planning Board.

Councilmember Mitchell asked about Greenbelt's position. Ms. Schum said they are scheduled to take a position next week.

The motion carried 7 – 0 – 0.

13-O-01 Introduction of 13-O-01, An Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Amending Chapter 179 "Tree And Landscape Maintenance" To Amend §179-1, "Definitions", §179-2, "Purpose; Applicability", And §179-5 "Tree And Landscape Board" To Expand Or Clarify Certain Definitions, To Clarify That The Designees Of The Chairperson Of The Committee For A Better Environment, The Planning, Community And Economic Development Director And The Public Works Director May Act In Their Place As Voting Members Of The Tree And Landscape Board, And To Set The Quorum Of The Board As A Majority Of The Appointed Members.

A motion was made by Councilmember Mitchell and seconded by Councilmember Afzali to introduce 13–O-01, an Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Amending Chapter 179 "Tree And Landscape Maintenance" To Amend §179-1, "Definitions", §179-2, "Purpose; Applicability", And §179-5 "Tree And Landscape Board" To Expand Or Clarify Certain Definitions, To Clarify That The Designees Of The Chairperson Of The Committee For A Better Environment, The Planning, Community And Economic Development Director And The Public Works Director May Act In Their Place As Voting Members Of The Tree And Landscape Board, And To Set The Quorum Of The Board As A Majority Of The Appointed Members.

Councilmember Mitchell stated that the Public Hearing on this ordinance will be held on February 26, 2013 at 7:15 p.m.

Council Comments:

Councilmember Catlin said the deadline for applications to the College Park Academy is January 31 at 11:59 p.m. Early registration for the ITGA conference, which will be held in Buffalo, is the end of the month.

Councilmember Wojahn said Friday February 1 at the College Park Community Center is the community dream team basketball game.

Comments from the Audience:

John Krouse, 9709 53rd Avenue: Asked how long the County Council had to consider potential amendments to the Sector Plan. Ms. Schum said the District Council must act by March 11, and one of their actions could be to propose amendments for items that weren't on the record, in which case they are required to hold another public hearing.

Adjourn: A motion was made by Councilmember Wojahn and seconded by Councilmember Kabir to adjourn the meeting. Mayor Fellows adjourned the meeting at 8:19 p.m. with a vote of 7 – 0 – 0.

Janeen S. Miller, CMC	Date
City Clerk	Approved

13-G-15

February 12, 2013

The Honorable Steny H. Hoyer
1705 Longworth House Office Building
Washington, DC 20515

The Honorable Rushern L. Baker, III
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772

Re: Federal Bureau of Investigation (FBI) Headquarters

Dear Congressman Hoyer and County Executive Baker:

The City of College Park is writing to support the Greenbelt Metro Station north core area for the location of a proposed new headquarters for the FBI. This site contains approximately 80 acres owned by the Washington Metropolitan Area Transit Authority (WMATA) and appears to meet the criteria indicated by the General Services Administration (GSA) for this exciting expansion and consolidation project.

In addition to the site's location on Metro's green line just inside the Capital Beltway, the site contains a MARC rail station and the Baltimore-Washington Parkway is less than a mile away. This area, which is zoned for mixed-use development, has been planned for transit-oriented development since 2000 and is designated as a Metropolitan Center in the Prince George's County General Plan. The Greenbelt Metro Area and MD 193 Sector Plan and Sectional Map Amendment is currently pending final approval by the Prince George's District Council and this planning document specifically accommodates uses such as a major government employment campus with special security and other needs.

Prince George's County is actively seeking development at its Metro stations, particularly office development that will bring high-quality jobs to the region. Locating the new FBI Headquarters at Greenbelt Station would give a tremendous boost to the county's economic development efforts and help to spur revitalization and redevelopment in surrounding municipalities as well. The historic communities of College Park and Greenbelt offer many existing housing, retail, and recreational opportunities and are actively planning for sustainable future growth.

The north core area of Greenbelt Station presents an undeveloped site (except for surface parking) that has been planned, zoned and readied for just the kind of opportunity that the FBI Headquarters presents. The College Park City

The Honorable Steny H. Hoyer
The Honorable Rushern L. Baker, III
February 12, 2013
Page 2

Council believes that this location would truly be a good fit for the FBI and would work closely with the development team to ensure that it is a good neighbor that is fully compatible with the adjacent single-family neighborhood of north College Park.

Thank you for considering these comments as you begin your deliberations on this important decision.

Sincerely,

Andrew Fellows
Mayor

cc: Senator Barbara Mikulsky
Senator Ben Cardin
Governor Martin O'Malley
County Council Chair Andrea Harrison
County Council Member Mary Lehman
County Council Member Ingrid Turner
Mayor Judith Davis, City of Greenbelt
Mayor Cheye Calvo, Town of Berwyn Heights
Garth Beall, Renard Development Co., LLC

13-G-16

MEMORANDUM

TO: Mayor and Council

FROM: Jonathan Brown, Planner 

THROUGH: Joseph L. Nagro, City Manager 
Terry Schum, Planning Director 

DATE: January 29, 2013

SUBJECT: Green Streets Program

ISSUE

In February of 2011, the City was awarded a \$35,000 Green Streets-Green Jobs grant from the Chesapeake Bay Trust to develop green infrastructure plans for two streets in College Park. The City proposes to ride an existing District of Columbia contract for this project and contract with the Low Impact Development Center, Inc. (LIDC) as the consultant for the project.

SUMMARY

The goal of the Green Streets – Green Jobs program is to increase attention to watershed protection through best practices in storm water management. These may include such improvements as pervious pavement, bioretention cells, rain gardens, street trees, and bioswales. An additional goal of the program is to increase the availability of projects that would attract green jobs.

The two projects funded under the city's program grant are described below:

1. Lackawanna Street between Narragansett Parkway and 53rd Avenue - \$18,500

Tasks include review of previous concept plans and reports; engineering drainage analysis; preparation of preliminary details, storm drain profiles and cross sections; and preliminary cost estimates. 30% design development drawings and specifications will be prepared to enable contactors to prepare bids and complete the design package for permit approval.

2. Rhode Island Avenue between Greenbelt Road and Tecumseh Street - \$16,500

Tasks include developing a preliminary schematic design, cross sections and profiles and a final design concept including hydraulic analysis and projected water quality benefits of the project. A cost/benefit and value engineering analysis will also be conducted.

RECOMMENDATION

Staff recommends awarding a contract to LIDC for consulting services under the Green Streets – Green Jobs grant in the amount of \$35,000. The District of Columbia contract being utilized for this award is referenced as # DCKA-2010-T-0057. This project is shown in the Capital Improvement Program budget as project # 113004.

ATTACHMENTS:

1. LIDC Scope of Services
2. Contract

The Low Impact Development Center, Inc.

A Non-Profit Organization Dedicated to Balancing Growth and Environmental Integrity

5000 Sunnyside Avenue, Suite 100
Beltsville, Maryland 20705

Telephone (301) 982-5559

Fax (301) 982-9305

ATTACHMENT 1

Scope of Services

Lackawanna Street

College Park: Green Streets-Green Jobs

July 9, 2012

The following is our proposed scope of services for the preparation and submission of Thirty percent (30%) Design Development drawings and specifications for the City of College Park Green streets-Green Jobs projects at Lackawanna Street between Narragansett Parkway and 53rd Avenue. It is our understanding that the purpose of this project is to develop design drawings and specifications to the level of detail that is sufficient to obtain bids for a potential design/build project for the construction of Green Street improvements. The improvements are identified in the Chesapeake Bay Trust Grant in Attachment A. The design development documents and specifications will be prepared in accordance with the standards and practices of the City of College Park Procurement and Public Works departments. Our work will be based on available City of College Park utility information of record. It is our understanding that there are existing topographic, boundary, and utility surveys in CADD format that are available for the use of this project and preliminary Low Impact Development (LID) designs. Our proposed project schedule and payment schedule are included in Exhibit A. Our proposed work is as follows:

Task One: Assessment of Existing Conditions and Previous Work

The LID Center will review the previous concept plans, existing survey plans, City master plans, soils and geotechnical reports, and utility information in order to determine any potential constraints or special conditions that must be addressed in the design. The Center will prepare an assessment report for review and comment by the Department of Planning, Community and Economic Development, and City staff.

Task Two: Fifteen Percent Design Development Drawings and Specifications

The Center will perform engineering drainage analysis; prepare preliminary details, storm drain profiles, and preliminary cross sections that will be used to verify and refine the concept designs. A list of guide specifications and a list of cost elements and projected unit costs that are based on previous bid prices from the City or other local costs will be prepared for review and approval. A Design Development report will be submitted to the City.

Task Three: Thirty Percent Design Development Drawings and Specifications

The Center will develop a technical design package that can be used in to procure design/build services for the construction of the project. This will include, but is not limited to, preliminary cross sections, details, and profiles of drainage a street infrastructure. A drainage report and guide specifications will be prepared. A preliminary opinion of cost will also be prepared. The level of detail will be sufficient for contractors to verify the design elements, prepare bids, and complete the design package for permit approval.

Exhibit A
Project Schedule and Payment Schedule
Lackawanna Street

Table One: Project Schedule

Task	Projected Date (weeks) from Notice to Proceed
Task One: Assessment and Project Kick off	4
Task One Review (City of College Park)	6
Task Two: 15 Percent Design	10
Task Two Review (City of College Park)	12
Task Three: 30 Percent Design	16
Task Three Review (City of College Park)	18
Final Comments and Project Close Out	21

Deliverables and Payment Schedule:

Task One and Two: 30% payment

Task Three: 80% payment

Project Closeout: 100% payment

The Low Impact Development Center, Inc.

A Non-Profit Organization Dedicated to Balancing Growth and Environmental Integrity

5000 Sunnyside Avenue, Suite 100
Beltsville, Maryland 20705

Telephone (301) 982-5559

Fax (301) 982-9305

Scope of Services

Rhode Island Avenue

College Park: Green Streets-Green Jobs

July 9, 2012

The following is our proposed scope of services for the preparation and submission of a Green Streets Concept Design for the City of College Park Green Streets-Green Jobs Chesapeake Bay Trust Grant for Rhode Island Avenue. It is our understanding that the purpose of this project is to Concept Designs and a Preliminary Opinion of Costs that can be used to determine the engineering and cost feasibility of the project and to gain public support for the effort. A detailed description of the project intent is in the Chesapeake Bay Trust Grant Description that is identified in Attachment A. The Concept design will be prepared in accordance with the City of College Park Planning and Public Works standards and practices. Our work will be based on available City of College Park utility information of record. It is our understanding that there are existing topographic, boundary, and utility surveys in CADD format that are available for the use of this project and preliminary Low Impact Development (LID) designs. Our proposed project schedule and payment schedule are included in Exhibit A. Our proposed work is as follows:

Task One: Assessment of Existing Conditions

The LID Center will review City master plans, soils and geotechnical reports, existing engineering drawings and utility information in order to determine any potential constraints or special conditions that must be addressed in the design. This will include site visits and photographic surveys of the project. The Center will prepare an assessment report for review and comment by the Department of Planning, Community and Economic Development, and City staff.

Task Two: Preliminary Concept Design

The Center will perform engineering drainage analysis and prepare preliminary details for the project. This will include a schematic design and preliminary cross sections. A list of guide specifications and a preliminary opinion of cost will be prepared. A Concept Design report will be submitted to the City.

Task Three: Concept Design Development

The Center will develop a Concept Design. The design package will include preliminary hydrologic and hydraulic analysis and the projected water quality benefits of the project. Preliminary details, cross-sections, and profiles will be developed. Alternatives and Additive design concepts will be included where appropriate. A cost/benefit and value engineering analysis will be conducted using the concept details, guide specifications, and City of College Park or other relevant cost data. The design will also be benchmarked using the Envision™ rating system. The information will be presented to the City staff for review and comment. A design report will then be submitted to the City Staff. The Center will prepare exhibits and renderings on the plan for presentation at a public meeting. Center staff will attend One (1) community meeting.

Task Four: Final Concept Plan

The Center will prepare a detailed Concept Plan report. This will include the final Concept Plan and any revised plans, details, and supporting information that is required from Staff comments and the public meetings identified in Task Three: Concept Design Development. A final design report will be submitted to the City for review and approval.

Exhibit A
Project Schedule and Payment Schedule
Rhode Island Parkway

Table One: Project Schedule

Task	Projected Date (weeks) from Notice to Proceed
Task One: Assessment and Project Kick off	6
Task One Review (City of College Park)	8
Task Two: Preliminary Concept Design	12
Task Two Review (City of College Park)	14
Task Three: Concept Design Development	18
Task Three Review (City of College Park)	20
Task Four: Final Concept Plan	23
Final Comments and Project Close Out	25

Deliverables and Payment Schedule:

Task One and Two: 30% payment
Task Three: 70% payment
Task Four: 90% payment
Project Closeout: 100% payment

DRAFT
CONTRACTOR AGREEMENT

THIS CONTRACTOR'S AGREEMENT (the "Agreement") is made this ____ day of _____, 2013, by and between THE CITY OF COLLEGE PARK (the "City"), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, Maryland 20740 and The Low Impact Development Center, Inc., 5000 Powder Mill Road, Suite 100, Beltsville, MD 20705 hereinafter referred to as "Contractor," whose address is 3801 Ironwood Place, Landover, MD 20785.

WHEREAS, the City has received a grant through the Green Streets-Green Jobs Initiative of the Watershed Assistance Grant Program to provide for 30% design plans for the Lackawanna Street Project between Narragansett Parkway and 53rd Avenue based on the City's conceptual plan for resolution of drainage issues, such as installation of runoff infiltration gardens and other urban infrastructure best management practices, and the conceptual design plans for reconstruction of Rhode Island Avenue between Tecumseh Street and Greenbelt Road as a "Green Street"; and

WHEREAS, the Contractor was a successful bidder on District of Columbia Contract Bid #DCKA-2010-T-0057 issued by the District of Columbia, an agency with purchasing policies comparable to the City's, in 2010 and extended in 2011, for provision of roadway design, and environmental engineering, investigations and studies; and

WHEREAS, pursuant to §69-2(B) of the College Park Code, the City is authorized to join in a contract accepted by another local government or agency with purchasing policies comparable to those of the City; and

WHEREAS, the contractor services included in Contract Bid DCKA-2010-T-0057 are responsive to the needs of the City for purposes of obtaining the 30% design plans for the

Lackawanna Street Project between Narragansett Parkway and 53rd Avenue and the conceptual design plans for reconstruction of Rhode Island Avenue between Tecumseh Street and Greenbelt Road; and

WHEREAS, the Contractor has indicated a willingness to contract with the City at the same hourly rates included in Contract Bid DCKA-2010-T-0057; and

WHEREAS, Contractor desires to act for the City as an independent Contractor to provide 30% design plans for the Lackawanna Street Project between Narragansett Parkway and 53rd Avenue and the conceptual design plans for reconstruction of Rhode Island Avenue between Tecumseh Street and Greenbelt Road; and

WHEREAS, the City desires that the Contractor provide such services.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment**. The City hereby engages Contractor, as an independent contractor and not as an agent or employee of the City, to provide 30% design plans for the Lackawanna Street Project between Narragansett Parkway and 53rd Avenue based on the City's conceptual plan for resolution of drainage issues, such as installation of runoff infiltration gardens and other urban infrastructure best management practices, and the conceptual design plans for reconstruction of Rhode Island Avenue between Tecumseh Street and Greenbelt Road as a "Green Street", and Contractor hereby accepts such work, subject to the terms and provisions of this Agreement. The appointment of, and award of contract to, the Contractor is subject to approval of the Chesapeake Bay Trust.

2. **Scope of Services**. Pursuant to the Agreement, the Contractor agrees to

furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The following Contractor services are included as part of this Agreement: To provide to the City 30% design plans for the Lackawanna Street Project between Narragansett Parkway and 53rd Avenue and the conceptual design plans for reconstruction of Rhode Island Avenue between Tecumseh Street and Greenbelt Road as per specifications in the Proposals from the Contractor dated July 9, 2012, attached hereto as Exhibits A and B and incorporated herein by reference as if fully set forth.

3. **Dates of Work.** The Contractor agrees to commence work within five days of notice to proceed. The work under this contract shall be completed on or before *****. It is understood by the parties hereto that time is of the essence in the completion of the services under this contract.

4. **Contract Price.** The City agrees to pay the Contractor, as consideration for the Contractor's satisfactory performance of all obligations under this Agreement, a sum not to exceed \$35,000.00, which shall include all incidental costs. Contract time shall be billed based on the cost per hour services reflected in attached Exhibit C. Payment shall be based on delivery by task, pursuant to the schedule included in Exhibits A and B. Invoices will be paid after approval by the City's Finance Director. All invoices shall be forwarded to the following address:

City of College Park
Finance Office
4500 Knox Road
College Park, MD 20740

In no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill or the full contract price. Contractor shall provide those

financial records required by the City to comply with the Green Streets-Green Jobs Initiative requirements.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

- a. Exhibit A Scope of Services dated July 9, 2012.
- b. Exhibit B Scope of Services dated July 9, 2012.
- c. Exhibit C District of Columbia Contract Bid DCKA-2010-T-0057 fully loaded hourly rates;
- d. Exhibit D Grant Agreement between the Chesapeake Bay Trust and the City of College Park, dated February 28, 2011, and attachments.
- e. Required affidavits.

In the event any term of the foregoing documents conflicts with the terms of this Agreement, this Agreement shall prevail. Any reference in the foregoing documents to the District of Columbia shall be read as referencing the City of College Park. It is understood by the parties hereto that they will be governed by the terms and conditions of District of Columbia Contract Bid #DCKT-2011-B-0134 as modified by this Agreement. In the event of an inconsistency between the Contract Bid and this Agreement, the terms of this Agreement shall take precedence.

6. **Other Payments; Expenses; Taxes.** The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Agreement, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse,

pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance.** Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On the general liability and automobile liability coverage, Contractor will name the City of College Park as an additional insured.

A. Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.)

C. Workers' Compensation Insurance. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. The City will deduct a predetermined percentage of each payment to any Contractor who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the City. This percentage is subject to change. The Contractor will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement and will name the City as an insured under such policy, except the workers compensation coverage. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

8. Indemnification. The Contractor shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys fees, arising directly or indirectly out of the performance of the contract, whether caused by the negligent or intentional act or omission on the part of the Contractor, its agents, servants, employees and subcontractors.

9. **Licenses, Applicable Laws.** Contractor will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Contractor shall conform to all applicable laws and regulations.

10. **Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.

11. **Subcontracting.** The Contractor may not subcontract any other work required under this Agreement without the consent of the City. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Contractor is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

12. **Accurate Information.** The Contractor certifies that all information provided in response to the invitation to bid or other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and terminate this contract.

13. **Errors in Specifications.** The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. **Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15. **No Assignment.** This Agreement shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. **Relief.** The Contractor recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Contractor consents to the City's entitlement to seek preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Contractor.

17. **Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Contractor to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the City may give notice to the Contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within

24 hours after receipt of notification, the City may terminate this Agreement. This provision shall not limit the City in exercising any other rights or remedies it may have.

18. **Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

19. **Notices.** All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

Joseph L Nagro
City Manager
4500 Knox Road
College Park, MD 20740

Mark Gibson
Vice President, Sales
Johnson Truck Center, LLC
3801 Ironwood Place
Landover, MD 20785

20. **Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

21. **Enforcement Provisions.** The failure of the City or Contractor, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

23. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. **Set-Off.** In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Contractor against any compensation due the Contractor from the City.

25. **Grant Requirements.** The requirements set out in the Grant Agreement between the Chesapeake Bay Trust and the City of College Park, and attachments, which are attached hereto as Exhibit C and incorporated herein by reference, are applicable to this contract. Contractor certifies that it is a Disadvantaged Business Entity and that it will retain that status throughout the course of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

THE CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller, City Clerk

By: _____
Joseph L. Nagro, City Manager

WITNESS:

THE LOW IMPACT DEVELOPMENT
CENTER, INC.

By: _____

Name:

Title:

APPROVED AS FORM AND TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney

13-R-03

RESOLUTION
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK
TO AMEND THE ADOPTED ANNEXATION PLAN FOR THE ANNEXATION OF
APPROXIMATELY 4.4384± ACRES OF LAND, TO INCLUDE THE PROPERTIES
KNOWN AS THE DOMAIN PROPERTY, A PORTION OF MOWATT LANE
ABUTTING THIS PROPERTY, AND THAT PORTION OF CAMPUS DRIVE NOT
PRESENTLY WITHIN THE CITY FROM ITS INTERSECTION WITH MOWATT
LANE TO ADELPHI ROAD

WHEREAS, the Mayor and Council of the City of College Park introduced an Annexation Resolution, 13-AR-01 on January 8, 2013, which proposes to annex land commonly known as the Domain Property, as well as a portion of Mowatt Lane abutting this property, and that portion of Campus Drive not presently within the City from its intersection with Mowatt Lane to Adelphi Road, more fully described in the metes and bounds descriptions dated January 6, 2013 and January 7, 2013, attached to the Annexation Resolution as Exhibit A, being an area of approximately 4.4384± acres of land, within said City limits; and

WHEREAS, Article 23A, §19(o) requires that an Annexation Plan be prepared for any such annexation; and

WHEREAS, an Annexation Plan was adopted as part of the annexation process on January 8, 2013, and is to be made available for public review at the public hearing on the Annexation Resolution on February 12, 2013; and

WHEREAS, a minor amendment of the adopted Annexation Plan is necessary to reflect that first response for fire/emergency services will be provided by the fire station in College Park.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of College Park, that the attached amended Annexation Plan be and it is hereby adopted.

CAPS
[Brackets]
Asterisks * * *

: Indicate matter added to existing law.
 : Indicate matter deleted from law.
 : Indicate matter remaining unchanged in existing law but not set forth in Resolution

INTRODUCED, by the Mayor and Council of the City, at a regular legislative session on February 12, 2013.

ADOPTED, by the Mayor and Council of the City at a regular legislative session on February 12, 2013.

WITNESS:

CITY OF COLLEGE PARK

By: _____
Janeen S. Miller, CMC, City Clerk

By: _____
Andrew M. Fellows, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Suellen M. Ferguson, City Attorney

AMENDED ANNEXATION PLAN FOR ANNEXATION OF THE PROPERTY MORE COMMONLY KNOWN AS THE DOMAIN PROPERTY, AS WELL AS A PORTION OF MOWATT LANE ABUTTING THIS PROPERTY, AND THAT PORTION OF CAMPUS DRIVE NOT PRESENTLY WITHIN THE CITY OF COLLEGE PARK FROM ITS INTERSECTION WITH MOWATT LANE TO ADELPHI ROAD

Municipal Growth Element- The City of College Park (“the City”) is geographically located in the area covered by the Maryland-Washington Regional District Act, Article 28, §7-101 *et seq.* of the Annotated Code of Maryland, as amended. The City has no zoning and planning authority, which is exercised by the Maryland-National Capital Park and Planning Commission and Prince George’s County. As a result, there is no municipal growth element in the City’s plans.

Introduction

The Mayor and Council have determined to enlarge and extend the limits of the City by including therein property within Prince George’s County which is contiguous and adjoining to the existing boundaries of the City in accordance with the procedures set forth in Article 23A, Section 19 of the Annotated Code of Maryland, as amended, which property is more fully described in the metes and bounds descriptions dated January 6, 2013 and January 7, 2013, attached hereto as Exhibit A, and incorporated herein by reference (hereinafter referred to as “Annexation Area”). The Annexation Area includes the property more commonly known as the Domain Property (2.5462± acres), as well as a portion of Mowatt Lane abutting this property, and that portion of Campus Drive not presently within the City from its intersection with Mowatt Lane to Adelphi Road, together 4.4384± acres. The Domain Property consists of a mixed-use development with market rate multifamily apartments, ground floor retail and structured underground parking. Construction of this development is underway and completion is expected by mid-2013. Issuance of a use and occupancy permit by Prince George’s County is required prior to occupancy.

Zoning

The current County zoning for the Domain Property is Mixed Use – Transit Oriented (M-X-T). The Annexation Area conforms to current County zoning regulations.

Water and Sewer Services and Stormwater Management

The Annexation Area is currently served by the Washington Suburban Sanitary Commission. Extension of public water and sewer services to the Domain Property is accomplished as part of the development process in an approved stormwater management plan. Prince George’s County has ownership and maintenance of the storm water management system. Once construction of the Domain Property is complete, all services will be in place and will not require extension or enlargement.

Utilities

Electric service is provided by PEPCO and gas service is provided by Washington Gas.

Community and Emergency Services

The Annexation Area is currently served by the Prince George's County Police Department and the Fire/Emergency Response is provided by the College Park Volunteer Fire Department located in College Park, Maryland. The Annexation Area is served by Paint Branch Elementary School, Hyattsville Middle School and Northwestern High School. The project is too small to require or support additional community services.

Transportation

The Annexation Area is located at the intersection of Campus Drive and Mowatt Lane, which are County maintained roads classified as secondary roads. No public road improvements are required or planned to serve the subject property. The Domain Property has been required to dedicate right of way along Campus Drive and Mowatt Lane to be in conformance with the Master Plan of Transportation for Prince George's County, which occurred at filing of the record plat.

13-AR-01

**ANNEXATION RESOLUTION
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK
ENLARGING THE CORPORATE BOUNDARIES OF THE CITY BY ANNEXING
LAND CONTIGUOUS TO AND ADJOINING THE EXISTING CORPORATE
AREA TO INCLUDE THE PROPERTIES KNOWN AS THE DOMAIN PROPERTY,
A PORTION OF MOWATT LANE ABUTTING THIS PROPERTY, AND THAT
PORTION OF CAMPUS DRIVE NOT PRESENTLY WITHIN THE CITY FROM
ITS INTERSECTION WITH MOWATT LANE TO ADELPHI ROAD, AND
CONTAINING APPROXIMATELY
4.4384± ACRES**

WHEREAS, the Mayor and Council of the City of College Park, Maryland, a municipal corporation of the State of Maryland (“City”), has determined to enlarge and extend the limits of the City by including therein property within Prince George’s County which is contiguous and adjoining to the existing boundaries of the City in accordance with the procedures set forth in Article 23A, Section 19 of the Annotated Code of Maryland, as amended, which property is more fully described in the metes and bounds descriptions dated January 6, 2013 and January 7, 2013, attached hereto as Exhibit A, and incorporated by reference (hereinafter referred to as “Annexation Area”). The Annexation Area includes the property more commonly known as the Domain Property, as well as a portion of Mowatt Lane abutting this property, and that portion of Campus Drive not presently within the City from its intersection with Mowatt Lane to Adelphi Road; and

WHEREAS, the Domain Property, comprising approximately 2.5462 acres, more or less, consisting of five parcels now consolidated and referenced as Parcel “A”, as depicted on a plat titled “Domain College Park Parcel A” recorded among the Plat Records of Prince George’s County in Plat Book MMB 235, page 81, is owned by THC/UDR Domain College Park, LLC (hereinafter, “Owner”), a successor to Domain College Park, LLC, which entered into an Annexation Agreement with the City, dated January 25, 2011, and which is recorded among the Land Records of Prince George’s County at Liber 32510, folio 176, a copy of

which is attached hereto as Exhibit B and incorporated herein by reference, setting forth the terms and conditions upon which the City agrees to annex and the Owner agrees to the annexation of the Domain Property into the limits of the City; and

WHEREAS, the City has obtained the consent to annexation from the owner of at least 25% of the assessed value of the Annexation Area, which consent is contained in Exhibit B and in a Consent to Annexation, attached hereto as Exhibit C, which is incorporated herein by reference; and

WHEREAS, there are no persons who are registered as voters in Prince George's County elections and reside in the Annexation Area; and

WHEREAS, based upon the aforesaid consents and the Annexation Agreement, the Mayor and Council of the City has determined that it is in the public interest to initiate a Resolution to enlarge and extend the limits of the City to include the Annexation Area and to make applicable to that Annexation Area all laws which are now in force and effect, or which may be hereafter enacted, in the City.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City in legislative session assembled:

Section 1. That there is hereby annexed into the corporate limits of the City of College Park, a municipal corporation of the State of Maryland, all of that land within the Annexation Area, consisting of approximately 4.4384± acres of land as more particularly and fully described by a survey of courses and distances attached hereto as Exhibit A, and incorporated herein by reference as if fully set forth in the body of this Resolution;

Section 2. That from and after the effective date of this Resolution, the Annexation Area is subject to the terms and conditions of the said Annexation Agreement;

Section 3. That from and after the effective date of this Resolution, all provisions of the Constitution of Maryland, all laws of the State of Maryland applicable to the City, and all duly adopted Charter and Ordinance provisions of the City, shall be and are hereby extended and made applicable to such portion of Prince George's County as is, under the provisions of this Resolution, annexed to and made a part of the City. Nothing herein or elsewhere in the Resolution shall affect the power of the Mayor and City Council to amend or to repeal any Charter provision or Ordinance existing at the date of passage of this Resolution, or to enact and ordain any Ordinance which, at the date of passage of this Resolution, or hereafter, it may be authorized to enact or ordain;

Section 4. That the Annexation Area annexed to the City of College Park by this Resolution shall, in all respects and to all intents and purposes, be subject to the powers, jurisdiction and authority vested, or to be vested by law, in the Mayor and Council of the City of College Park, so far as the same may be consistent with the provisions of this Resolution, and the Annexation Area so annexed shall, in all respects, be taken and considered as part of the municipal corporation of the City of College Park.

Section 5. The City Manager shall cause a public notice to be published not fewer than two (2) times at not less than weekly intervals in a newspaper having general circulation in the City and in the Annexation Area which briefly and accurately describes the proposed change and the conditions and circumstances applicable thereto. The public notice shall further specify that a public hearing will be held on this Resolution by the Mayor and City Council of the City at 7:15 p.m. in the College Park City Hall, 4500 Knox Road, College Park, Maryland 20740, on the 12th day of February, 2013;

Section 6. This Resolution shall become effective forty-five (45) days from the date of enactment, unless within forty-five (45) days after the enactment the City receives a Petition for Referendum filed in accordance with the provisions of Article 23A, Section 19 (g) of the Annotated Code of Maryland, as amended;

Section 7. The City Manager shall promptly register both the original and new corporate boundaries of the City with the City Clerk, the Clerk of the Circuit Court for Prince George’s County, the Department of Legislative Services for the State of Maryland, and the Maryland-National Capital Park and Planning Commission when the Resolution takes effect.

INTRODUCED, by the Mayor and Council of the City, at a regular legislative session on January 8, 2013.

ADOPTED, by the Mayor and Council of the City at a legislative session on _____, 2013.

WITNESS:

CITY OF COLLEGE PARK

By: _____
Janeen S. Miller, CMC, City Clerk

By: _____
Andrew M. Fellows, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Suellen M. Ferguson, City Attorney

13-G-17

**MOTION FOR COUNCILMEMBER WOJAHN
Award of Public School Education Grants**

13-G-17

Motion:

I move that the City Council approve the following FY '13 Public School Education Grant awards:

- **\$2,500 to Buck Lodge Middle School for the Positive Behavior Intervention and Supports Incentive Program;**
- **\$2,500 to Hyattsville Middle School for STEM Academy Program (Science, Technology, Engineering and Mathematics);**
- **\$6,500 to Greenbelt Middle School for the School College Awareness Program.**

Additional Comments: Last month the City of College Park approved six grants to our local boundary public schools. The awards to these final three schools conclude our Public Education grant program for this fiscal year. The City of College Park demonstrates its strong commitment to the education of its children in many ways including through this grant process. The purpose of these grants is to support school initiatives and provide additional educational support and/or creative initiatives to the students.

Grant amounts available are in two tiers - \$2,500 and \$7,500. The amount a school is eligible for is dependent on the number of College Park students in their school. Those schools with the largest number of College Park students are eligible for the \$7,500 grant and the others \$2,500.

13-G-18

13-G-18

Councilmember Wojahn

I move to approve the attached letter in favor in HB 337, a bill which would ban hydraulic fracturing (“fracking”) in the State of Maryland, and a similar letter for the cross-filed bill, SB 514.

DISCUSSION:

The letter identifies the major issues with fracking and requests the Environmental Matters Committee to vote favorably upon HB 337. The major fracking issues identified in the letter include the following:

- Water contamination of both surface and below ground water supplies
- Air pollution which travels far beyond the initial drilling areas
- Use of millions of gallons of water and then difficulty with disposing of the wastewater
- Big oil and gas companies doing serious lobbying efforts to continue to keep fracking exempt from any regulation, thus banning the practice all together is the only way to protect our community and the state as a whole.
- The potential for all fracking problems to travel between Western Maryland and the rest of the State if a natural gas exporting facility is opened at Cove Point. This would also cause increased stress on our roadways with regular heavy truck traffic.

The House Environmental Matters Committee will hold a hearing on this bill on March 8, 2013 at 1PM in Annapolis. The Senate Education, Health, and Environmental Affairs and Finance Committees will hold a hearing on this bill on February 26, 2013 at 1PM in Annapolis.

February 12, 2013

Delegate Maggie McIntosh, Chair
House Office Building, Room 251
6 Bladen Street
Annapolis, MD 21401

RE: HB 337 - Natural Gas - Hydraulic Fracturing - Prohibition

Dear Chairwoman McIntosh and Members of the Environmental Matters Committee:

The City of College Park requests your support of HB 337, legislation which would ban hydraulic fracturing in the State of Maryland.

Hydraulic fracturing, known as fracking, is the process of injecting fluid – typically a mixture of water, sand, and chemicals – under high pressure into rock formations to crack the rock and release natural gas. Fracking has been around for decades, but the fracking now being used to extract “unconventional” oil and gas reserves is much more intensive and risky than conventional oil and gas drilling. The rapid expansion of this new form of fracking has brought rampant environmental, public health, and economic problems to communities all over the country.

Accidents, spills, and leaks are polluting water supplies, both at the surface and below ground. So far, hundreds of cases of water contamination have been reported across the country. In December 2011, for instance, the EPA announced that water contamination near fracking sites in Wyoming was likely a result of fracking. The study found that benzene, a carcinogen, has contaminated an aquifer, likely having seeped from drilling and fracking waste pits. The risk of groundwater contamination from fracking continues years after the oil and gas industry has left town.

Regions peppered with drilling rigs have high levels of air pollution. Volatile organic compounds, including benzene and toluene, are harmful to human health and are emitted into the air during fracking operations. These compounds mix with emissions from heavy-duty truck traffic, large generators and compressors at well sites to form ground-level ozone, which can travel up to 200 miles and combine with particulate matter to form smog. Exposure to smog has been linked to various cancers, cardiovascular disease, diabetes, and premature deaths in adults and to asthma, premature birth, and cognitive deficits in children.

Each new fracked well needs millions of gallons of water to break rock formations that then resurfaces as wastewater with potentially extreme levels of harmful contaminants, including benzene, pesticides, radioactive material, and toxic metals. Disposing of this wastewater is becoming a big problem. Disposal by underground injection has led to numerous earthquakes in Ohio and Arkansas. Municipal and industrial treatment facilities are not equipped to treat the contaminants in fracking wastewater, so contaminants like salts and radioactive material are simply discharged into waterways. The Chesapeake Bay currently suffers from enough pollution; we should not add fracking wastewater to the mix.

Lastly, the impacts of fracking go beyond the initial fracking sites. Here in College Park, we could see water contamination, increased air pollution, and expansion of natural gas infrastructure. Our water comes from the Potomac and Patuxent rivers. The headwaters of the Potomac are in Western Maryland, where gas companies already have land leased for fracking. Fracking wastewater ponds have been known to leak or overflow into surface waters and truck spills of wastewater are very common. Air pollution from the fracking process and significant truck traffic could travel here from Western Maryland, just as coal pollution has traveled here from the west. We could expect to see increased natural gas infrastructure built in and around the area, especially if Cove Point becomes a liquefied natural gas export facility. If fracking expands to areas outside of the Marcellus Shale, fracking could hit even closer to home.

Since big oil and gas companies have collaborated to tear down environmental protections and push dirty fracking into communities across the country, hydraulic fracturing is exempt from the majority of Federal environmental regulations, including the Safe Drinking Water Act, Clean Water Act, Clean Air Act, Emergency Planning and Community Right to Know Act (Toxic Releases Inventory), and the Resource Conservation and Recovery Act (“Superfund”). Fracking for shale gas is inherently unsafe. No amount of regulation can eliminate the serious risks and costs that accompany the practice. Thus, Maryland legislation to ban fracking is the only way to fully protect our communities and essential resources.

We ask for your favorable support of HB 337.

Sincerely,

Andrew M. Fellows, Mayor

cc: 21st Delegation
Delegate Shane Robinson, Sponsor

February 12, 2013

Senator Joan Carter Conway, Chair
Education, Health, and Environmental Affairs Committee
2 West, Miller Senate Building
1 Bladen Street
Annapolis, MD 21401

Senator Thomas M. Middleton, Chair
Finance Committee
3 East, Miller Senate Building
1 Bladen Street
Annapolis, MD 21401

RE: SB 514 - Natural Gas - Hydraulic Fracturing - Prohibition

Dear Chairwoman Conway, Chairman Middleton and Members of the Education, Health, and Environmental Affairs and Finance Committees:

The City of College Park requests your support of SB 514, legislation which would ban hydraulic fracturing in the State of Maryland.

Hydraulic fracturing, known as fracking, is the process of injecting fluid – typically a mixture of water, sand, and chemicals – under high pressure into rock formations to crack the rock and release natural gas. Fracking has been around for decades, but the fracking now being used to extract “unconventional” oil and gas reserves is much more intensive and risky than conventional oil and gas drilling. The rapid expansion of this new form of fracking has brought rampant environmental, public health, and economic problems to communities all over the country.

Accidents, spills, and leaks are polluting water supplies, both at the surface and below ground. So far, hundreds of cases of water contamination have been reported across the country. In December 2011, for instance, the EPA announced that water contamination near fracking sites in Wyoming was likely a result of fracking. The study found that benzene, a carcinogen, has contaminated an aquifer, likely having seeped from drilling and fracking waste pits. The risk of groundwater contamination from fracking continues years after the oil and gas industry has left town.

Regions peppered with drilling rigs have high levels of air pollution. Volatile organic compounds, including benzene and toluene, are harmful to human health and are emitted into the air during fracking operations. These compounds mix with emissions from heavy-duty truck traffic, large generators and compressors at well sites to form ground-level ozone,

which can travel up to 200 miles and combine with particulate matter to form smog. Exposure to smog has been linked to various cancers, cardiovascular disease, diabetes, and premature deaths in adults and to asthma, premature birth, and cognitive deficits in children.

Each new fracked well needs millions of gallons of water to break rock formations that then resurfaces as wastewater with potentially extreme levels of harmful contaminants, including benzene, pesticides, radioactive material, and toxic metals. Disposing of this wastewater is becoming a big problem. Disposal by underground injection has led to numerous earthquakes in Ohio and Arkansas. Municipal and industrial treatment facilities are not equipped to treat the contaminants in fracking wastewater, so contaminants like salts and radioactive material are simply discharged into waterways. The Chesapeake Bay currently suffers from enough pollution; we should not add fracking wastewater to the mix.

Lastly, the impacts of fracking go beyond the initial fracking sites. Here in College Park, we could see water contamination, increased air pollution, and expansion of natural gas infrastructure. Our water comes from the Potomac and Patuxent rivers. The headwaters of the Potomac are in Western Maryland, where gas companies already have land leased for fracking. Fracking wastewater ponds have been known to leak or overflow into surface waters and truck spills of wastewater are very common. Air pollution from the fracking process and significant truck traffic could travel here from Western Maryland, just as coal pollution has traveled here from the west. We could expect to see increased natural gas infrastructure built in and around the area, especially if Cove Point becomes a liquefied natural gas export facility. If fracking expands to areas outside of the Marcellus Shale, fracking could hit even closer to home.

Since big oil and gas companies have collaborated to tear down environmental protections and push dirty fracking into communities across the country, hydraulic fracturing is exempt from the majority of Federal environmental regulations, including the Safe Drinking Water Act, Clean Water Act, Clean Air Act, Emergency Planning and Community Right to Know Act (Toxic Releases Inventory), and the Resource Conservation and Recovery Act (“Superfund”). Fracking for shale gas is inherently unsafe. No amount of regulation can eliminate the serious risks and costs that accompany the practice. Thus, Maryland legislation to ban fracking is the only way to fully protect our communities and essential resources.

We ask for your favorable support of SB 514.

Sincerely,

Andrew M. Fellows, Mayor

cc: 21st Delegation
Senator Karen Montgomery, Sponsor

HOUSE BILL 337 (SB 514)

M3, M1

3lr0445
CF 3lr0455

By: Delegates S. Robinson, Barkley, Beidle, Bobo, Carr, Frush, Gutierrez, Hubbard, Hucker, Ivey, A. Kelly, Lee, Luedtke, Morhaim, Murphy, Nathan-Pulliam, Oaks, Pena-Melnyk, Reznik, B. Robinson, Waldstreicher, M. Washington, and Wilson

Introduced and read first time: January 25, 2013

Assigned to: Environmental Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Natural Gas – Hydraulic Fracturing – Prohibition**

3 FOR the purpose of prohibiting a person from engaging in the hydraulic fracturing of a
4 well for the exploration or production of natural gas in the State; defining a
5 certain term; and generally relating to hydraulic fracturing for the exploration
6 or production of natural gas.

7 BY adding to
8 Article – Environment
9 Section 14–107.1
10 Annotated Code of Maryland
11 (2007 Replacement Volume and 2012 Supplement)

12 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
13 MARYLAND, That the Laws of Maryland read as follows:

14 **Article – Environment**

15 **14–107.1.**

16 (A) (1) IN THIS SECTION, “HYDRAULIC FRACTURING” MEANS A
17 DRILLING TECHNIQUE THAT EXPANDS EXISTING FRACTURES OR CREATES NEW
18 FRACTURES IN ROCK BY INJECTING FLUIDS, OFTEN A MIXTURE OF WATER AND
19 CHEMICALS, SAND, OR OTHER SUBSTANCES, AND OFTEN UNDER PRESSURE,
20 INTO OR UNDERNEATH THE SURFACE OF THE ROCK FOR PURPOSES THAT
21 INCLUDE WELL DRILLING AND THE EXPLORATION OR PRODUCTION OF NATURAL
22 GAS.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (2) "HYDRAULIC FRACTURING" INCLUDES:

2 (I) FRACKING;

3 (II) HYDROFRACKING; AND

4 (III) HYDROFRACTURING.

5 (B) A PERSON MAY NOT ENGAGE IN THE HYDRAULIC FRACTURING OF A
6 WELL FOR THE EXPLORATION OR PRODUCTION OF NATURAL GAS IN THE STATE.

7 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
8 October 1, 2013.

