



TUESDAY, FEBRUARY 2, 2016
(COUNCIL CHAMBERS)
7:30 P.M.
WORKSESSION

COLLEGE PARK MISSION STATEMENT

The City Of College Park Provides Open And Effective Governance And Excellent Services That Enhance The Quality Of Life In Our Community.

CITY MANAGER'S REPORT

AMENDMENTS TO AND APPROVAL OF THE AGENDA

PROPOSED ITEMS TO GO DIRECTLY TO NEXT WEEK'S AGENDA

PROPOSED CONSENT AGENDA ITEMS

1. Spring Field Use Requests – Bob Ryan, Director of Public Services

WORKSESSION DISCUSSION ITEMS

2. Presentation on the Art House Project – Tom Lussenhop and Omar Blaik, U3 Advisors
3. Discussion of snow removal efforts – Scott Somers, City Manager and Bob Stumpff, Director of Public Works
4. Proposed amendment to the Declaration of Covenants and Agreement for University View I and II and University Village – Terry Schum, Director of Planning and Suellen Ferguson, City Attorney
5. Annual Liquor License Renewals for establishments in the City – Bob Ryan, Director of Public Services
6. Community Garden Report and request for additional community garden – Steve Beavers, Community Development Coordinator
7. Request by the University of Maryland to rename Paint Branch Parkway – Scott Somers, City Manager

8. Review of legislation (possible Special Session) – Bill Gardiner, Assistant City Manager
9. Review/Status of Future Agenda items
10. Appointments To Boards and Committees

COUNCIL COMMENTS

INFORMATION/STATUS REPORTS (For Council Review)

1. Legislative Report

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

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Spring Field Use Requests

**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**



Prepared By: Robert W. Ryan,
Public Services Director

Meeting Date: February 2, 2016

Presented By: Robert W. Ryan,
Public Services Director

Proposed Consent Agenda: Yes

Originating Department: Public Services

Issue Before Council: The City Council is asked to consider approving two field use reservation applications for Spring 2016.

Strategic Plan Goal: # 1 – One College Park

Background/Justification:

The City has received two field use reservations applications for Spring 2016. The first is from the College Park Boys and Girls Club. The second is from the Maryland Stingers Women's Rugby Club. These applications are annual requests from these two organizations for use of Duvall Field. Use is coordinated between these two organizations so that concurrent use does not conflict with either organization. The Recreation Board has reviewed these applications and recommends approval. The Public Services Director recommends approval. The City Council has approved both of these annual applications in the past.

Fiscal Impact:

None. Field maintenance is budgeted annually. CPB&GC fees are waived. The Stingers pay a fee for field use.

Council Options:

- #1 Approve these two field use reservations applications.
- #2 Deny these two field use reservations applications.
- #3 Table this decision to a later meeting.
- #4 Direct staff to conduct more research.

Staff Recommendation:

#1

Recommended Motion:

I move to approve two field use reservation applications for Spring 2016, one for the College Park Boys and Girls Club and the other for the Maryland Stingers Women's Rugby Club.

Attachments:

- 1. Two Field Use Reservation Applications



Field Use Reservation Application

Complete both pages and Submit to: publicservices@collegetparkmd.gov

Select One: Calvert Hills Playground (Youth field – groups must be 13 and under) Duvall Field

Date of Application: 21 Dec 2015

Name of Organization: College Park Boys + Girls Club

Is this Organization: City-Based Youth Yes No City Headquartered Yes No

Contact Name(s): Mary Lintner

Mailing Address: 5030 Laguna Rd College Park Md 20740

Email Address: Mary.Lintner@aol.com

Day Phone: _____ Evening Phone: _____ Cell Phone: 301 335 3106

Description of Activity/Event: SOCCER + lacrosse practice

Sports Baseball Football Lacrosse Softball T-ball SOCCER

Expected Number of Participants 150 Age Range: 5 - 14

Additional Requirements: Toilets Lights Concession Stand (sometimes)

Date(s) Requested: March 7 - July 31st 2016

See Facilities Rules and Regulations for acceptable times and age group

Day(s) of Week Requested: Sun. Mon. Tues. Wed. Thurs. Fri. Sat.

Time(s) Requested 5:30 a.m. p.m. UNTIL 9:00 a.m. or p.m.

Are you collecting a fee? Yes No If yes, Purpose: Registration fee (uniforms etc.)

I hereby confirm that I have received and read the City Recreation Facilities Rules and Regulations.

Organization's Proof of Adequate Minimum Liability Insurance as required under Section IV, Item 5 is attached hereto

In addition, applicant/organization agrees to indemnify and hold harmless the City from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the City or which the City must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from his/her negligent performance of or failure to perform any of his/her obligations under the terms of this application/permit.

Recommendations and Notifications

Recreation Board Approve Fee Waived Approve with Fee of \$ _____ Denied

Comments: _____

Pub. Svcs Director Concur Yes No _____

Comments: _____

City Manager Concur Yes No _____

Comments: _____

Mayor and Council Concur Yes No _____

Comments: _____

Waiver of Fees – the Council may vote to waive user fees, in whole or in part, upon recommendation of the Recreation Board. When considering whether to recommend or grant a full or partial waiver of user fees.

Please describe how your organization meets any of the following criteria:

- a. The level of use that is involved with the activity, including wear and tear on the facility;

normal wear + tear

- b. The level of involvement by College Park residents in the activity;

College Park kids, College Park Adults
volunteering as coaches

- c. The community benefit that may result from the activity, for example, recreational opportunities for youth or seniors;

youth's playing soccer + lacrosse
(some) seniors coaching

- d. Volunteer services that the user provides to the City or its residents;

Coaching kids, serving food from
snack bar,

- e. Assistance to be provided by the user for maintenance of the recreational facility; and

whatever assistance is needed!

- f. Whether user activities promote the interests of the College Park community.

Kids are very interested in
playing sports!

Waiver of Fees – the Council may vote to waive user fees, in whole or in part, upon recommendation of the Recreation Board. When considering whether to recommend or grant a full or partial waiver of user fees.

Please describe how your organization meets any of the following criteria:

- a. The level of use that is involved with the activity, including wear and tear on the facility;

There is minimal wear and tear on the field. It would be the equivalent of regular soccer team use.

- b. The level of involvement by College Park residents in the activity;

At least half of our players either live or work in College Park. We also have several UMD alumni playing on the team.

- c. The community benefit that may result from the activity, for example, recreational opportunities for youth or seniors;

Any women can play on our team. We are also trying to recruit more women from College Park to play with us, as well as

Looking for opportunities to get involved with teaching local high school students the game.

- d. Volunteer services that the user provides to the City or its residents;

We are willing to help clean and maintain Duvall Field whenever the city needs us to. We are also willing to volunteer at

Community events whenever those opportunities arise.

- e. Assistance to be provided by the user for maintenance of the recreational facility; and

We are willing to provide any assistance needed to maintain the field.

- f. Whether user activities promote the interests of the College Park community.

The MD Stingers believe that our team provides local women of all athletic ability and experience the chance to participate in a team environment and learn skills that will benefit both their life and the community.

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Presentation on The Art House Project



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Randall Toussaint
Economic Development Coordinator
Meeting Date: February 2, 2016
Presented By: Tom Lussenhop and Omar Blaik, **Proposed Consent Agenda:** No
U3 Advisors

Originating Department: Department of Planning, Community & Economic Development

Issue Before Council: Council will receive an update on the status of the Art House Project. The project's representatives may approach Council in the future to seek a letter of support for their application for State/ County grant funding.

Strategic Plan Goal: Strategic Plan Goal 3: High Quality Development and Reinvestment

Background/Justification:

The Art House project seeks to transform a vacant 14,000 square-foot property in the downtown corridor of College Park, Maryland into a two-story performance venue/ restaurant. Located at 7416 Baltimore Avenue, Art House will exist as a collaborative venture between a private sector company named Milk Boy of College Park (Milk Boy); the Clarice Smith Performing Arts Center at the University of Maryland (Clarice); and the University of Maryland Foundation. Milk Boy and the Clarice will jointly manage the programming and operations for the performance space, while the restaurant will be operated exclusively by Milk Boy. The project is forecasted to generate 60 new full-time positions, 30 part-time positions, and 60 additional annual seasonal positions – totaling 150 new jobs. The average yearly salary for full time positions will be \$42,940.

Fiscal Impact:

The project's representatives have applied for the City of College Park's Retail Attraction & Expansion grant (\$20,000). Additionally, the City has submitted an application for \$100,000 in Community Development Block Grant funds to support the project as well.

Council Options:

- #1 Provide a letter of support, if requested, for the project.
- #2 Withhold support for the project.

Staff Recommendation:

#1

Recommended Motion:

None at this time.

Attachments:

None.

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Discussion Of Snow Removal Efforts



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Scott Somers, City Manager

Meeting Date: February 2, 2016

Presented By: Scott Somers, City Manager

Proposed Consent Agenda: No

Originating Department: Administration and Public Works

Issue Before Council: Discuss and review snow removal efforts and options for future improvements.

Strategic Plan Goal: Goal 4: Quality Infrastructure

Background/Justification:

Our City and region recently received approximately 25 inches of snow in about a day and a half period of time. With a primary focus on providing safe passage for public safety such as police, fire, and ambulance services, our snow removal function was tested. With very few exceptions, the City of College Park was one of the very few jurisdictions that could claim our streets were open within 24 hours following this significant snow event thanks to our very capable Public Works crew. The City received many positive remarks and kudos for a job-well-done.

Given the City's current limitations, City crews are not able to provide curb-to-curb snow removal service. College Park streets, particularly in certain neighborhoods, are narrow and congested with parked vehicles. To further complicate matters, many homes in these neighborhoods do not have driveways and therefore those residents must park on the street. Conditions such as these make snow plowing efforts quite difficult.

To minimize these constraints, the City asks that residents make every effort to move vehicles off the road during a snow event by following these voluntary guidelines:

- Park off the street whenever possible so plows can clear snow to the curb.
- Park on the EVEN side of the street if off-street parking is not available. Exception: if a resident's address is odd-numbered and the area across from their house is undeveloped, park on the odd side of the street.
- Park close to the curb. Vehicles parked more than 12" from the curb may be ticketed or even towed, as this severely inhibits the passage of snow plow trucks. Vehicles parked in the middle of the street will be ticketed and towed.

As many have observed, these voluntary guidelines were met with intermittent and limited success. Many residents who attempted to follow these voluntary guidelines by moving their cars off of the street quickly found the vacated space filled by another vehicle in search of a limited parking spot. As a result, most streets in certain neighborhoods, with few exceptions, had cars parked intermittently on both sides of the street throughout the snow event. As a result, in most cases, plows were not able to plow to the curb and unfortunately the City plows are not equipped or capable of weaving in and out of parked cars to remove the snow between the cars.

Going forward, if residents want curb-to-curb snow removal, ordinances will need to be adopted prohibiting vehicles from parking on the odd side, for example, until plows pass, then on the even side until plows pass, during a declared snow emergency. In order for this to be effective, an enforcement mechanism would be needed. Both the Public Works Director and I support this course since it will greatly improve our snow clearing efforts, improve public safety, and likely improve long term resident satisfaction. If residents and Councilmembers, however, are willing to settle for something significantly less than curb to curb snow removal, several observations and suggestions have been made:

- a. Plow as wide a path as is reasonably possible without striking any vehicles, realizing the closer the plow gets, the risk of hitting a vehicle and receiving a subsequent claim increases.
- b. Minimize or eliminate any gaps in plowing until complete to avoid giving residents the impression that plowing has stopped, signaling that residents should clear their driveways and

sidewalks.

- c. Review and redesign plow routes, if necessary, to maximize snow removal and to ensure clear lanes of travel.
- d. Increase plow driver training to support a. and c.
- e. Review equipment and staffing needs to ensure all cul-de-sacs and dead-end streets are given equal attention as secondary streets.

Fiscal Impact: Depending on direction from Council, funds may be needed for equipment purchases and additional staff training.

Council Options:

- #1 Direct staff to prepare ordinances for Council consideration at a future worksession that restrict on-street parking and include enforcement mechanisms during declared snow emergencies.
- #2 Direct staff to update the City of College Park Snow Plan to consider including, not limited to, items a. thru e. above.
- #3 Provide alternative direction to staff.

Staff Recommendation:

Option #1.

Recommended Motion:

NA

Attachments:

None.

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University View: Proposed Amendment to Declaration of Covenants



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Terry Schum, Planning Director

Meeting Date: February 2, 2016

Presented By: Terry Schum, Planning Director

Proposed Consent Agenda: No

Originating Department: Planning, Community and Economic Development; City Attorney

Issue Before Council: The Mayor and Council are asked to approve a request by Clark Enterprises, Inc. (CEI) to terminate the Declaration of Covenants and Agreement (DOC) dated April 8, 2008 (amended May 12, 2009) and enter into a new DOC that decouples the covenant requirements between the University View I and II properties and the University View Village I and II properties in regard to the provision of parking. Specifically, CEI asks the City to find that the parking provided for University View I and II is adequate to serve the development without the need to provide an additional 109 parking spaces on the University View Village I and II property.

Strategic Plan Goal: Goal 3: High Quality Development and Reinvestment

Background/Justification:

University View I and II were developed as student housing in 2002 and 2008, respectfully, and are legally tied under the DOC to abutting undeveloped property known as University View Village I and II, which was approved under Detailed Site Plan (DSP) 08080 in 2009 for additional student housing, retail and a freestanding parking garage. All four properties are currently owned by CEI. University View II was approved under DSP 02027/07 to allow for construction of student housing instead of the originally planned office building. All of the 109 parking spaces required for the project were waived based on the DOC requiring the spaces to be provided in the proposed University View Village parking garage. CEI has determined not to proceed with development of University View Village I and II based on a lack of demand for new student housing and would like to sell the property. They have indicated that a stumbling block to the sale of the property is the DOC that requires parking to be provided for University View II.

To justify their request, CEI has provided information that demonstrates that the 461 parking spaces currently available to University View I and II exceeds the 451 parking spaces that would be required for these projects today if built under the 2010 US Route 1 Sector Plan. In addition, University View I and II provide a total of 190 bike parking spaces, 4 car-sharing spaces and contract with the University of Maryland for Shuttle UM service. A pedestrian bridge built by University View I connects the project across Paint Branch to the campus.

Staff concurs with CEI that parking standards have been reduced since University View I and II were constructed under the 2002 US Route 1 Sector Plan. These lower numbers, however, assume that the shared parking formula for mixed use is utilized. Without this reduction, the parking required would be 541 spaces or 80 spaces more than currently provided. Information from the University of Maryland Department of Transportation Services indicates that there are currently 325 residents of University View I and II that are registered to park on campus. This parking is proposed to be eliminated in fall 2016. Additionally, there are approximately 50 surface parking spaces for retail customers and residents provided on University View Village II property that would be eliminated upon the sale of the property.

If the existing DOC is terminated and rewritten to eliminate the parking requirement, staff recommends that conditions be placed on CEI including implementation of transportation demand management measures to mitigate the parking deficit. Possible conditions include the following:

1. Provide an updated plan of on-site parking including locations for bike parking, car-sharing spaces, retail, resident and visitor parking.
2. Raze the vacant building on the University View Village II property.

3. Provide enhanced Shuttle UM bus service.
4. Provide funding in the amount of \$200,000 in support of bike-related accommodations such as bike share, bike parking, bike lockers and bike trail signage.
5. Enter into an agreement with another provider of student housing such as Mazza GrandMarc or Enclave who may have surplus parking available to lease.

Fiscal Impact: N/A

Council Options:

- #1: Approve the request for parking relief with the conditions listed above.
- #2: Approve the request for parking relief with some of the conditions listed above.
- #3: Approve the request for parking relief and amend the DOC with no conditions.
- #4: Deny the request for parking relief.

Staff Recommendation:

Option #1 or #2 based on Council discussion.

Recommended Motion:

I move to approve the request by Clark Enterprises, Inc. to terminate the Declaration of Covenants and Agreement to provide for parking relief with the conditions as presented.

Attachments:

1. Letter from Hatcher dated 1/25/16 including Exhibits 1-4
2. Letter from Hatcher dated 11/9/15
3. Parking Computations and Modes of Transportation
4. Student Housing Supply and UMD Enrollment

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January 25, 2016

HAND DELIVERED

Ms. Terry A. Schum
Director of Planning
City of College Park
4500 Knox Road
College Park, Maryland 20740

Re: **Supplement - Declaration of Covenants and Agreement
University View I & II
University View Village I & II**

Dear Ms. Schum:

University View Partners LLC (“UV I”), 8300 Baltimore Avenue LLC (“UV II”), 8400 Baltimore Ave LLC (“UVV I”), and 8320 Associates LLC (“UVV II”) (UV I, UV II, UVV I, and UVV II, collectively be referred to as “Applicants”) by its counsel, Rifkin, Weiner, Livingston, Levitan & Silver, LLC, submit this supplement of the Declaration of Covenants and Agreement Petition dated November 9th, 2015 (“Original Petition”) to the City of College Park (“City”). On January 14th, 2016, the

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Applicants met with City staff to discuss the Original Petition. City staff requested additional information from the Applicant including: (A) an explanation regarding the viability of the student housing developments on the Village Property and the Village II Property, (B) a comparative analysis of the approved number of parking spaces and other modes of transportation, as it relates to the required number of parking spaces established by the *2010 Central US 1 Approved Sector Plan and Sectional Map Amendment* (“2010 Sector Plan”), and (C) the parking rates for the garage that supports the University View developments compared to other alternatives.

I. PROPERTY IDENTIFICATION

The following chart sets forth the ownership and size of the subject properties:

OWNER	ADDRESS	ACRES	PROPERTY IDENTIFICATION
UV I	8204 Baltimore Avenue	±2.295	View Property
UV II	8300 Baltimore Avenue	±0.801	View II Property
UVV I	8400 Baltimore Avenue	±2.19	Village Property
UVV II	8320 Baltimore Avenue	±0.836	Village II Property

II. REQUESTED SUPPLEMENTAL INFORMATION

A. VIABILITY OF APPROVED DEVELOPMENT

The developments on the Village Property and Village II Property are no longer viable. As seen in the charts below, the significant increase in both public and private student housing projects fundamentally changed the student housing market in College Park while University of Maryland, College Park enrollment has

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stayed flat, growing at an average rate of only 0.30% (average of 104 students per year) since 2008.

VIABILITY OF VILLAGE I & II STUDENT HOUSING DEVELOPMENT		
NEW SUPPLY SINCE 2008		
Project	Year	Beds
View II	2010	517
South Campus Commons VII (UMD Campus)	2010	359
The Varsity	2011	901
Mazza Grandmarc	2011	630
Enclave	2011	369
Oakland Hall (UMD Campus)	2011	640
Prince Frederick Hall	2014	462
Landmark	2015	829
Terrapin Row	2016	<u>1,493</u>
TOTAL BEDS		6,200

DEMAND - UMD ENROLLMENT SINCE 2008		
	% Change	# Change
2009	0.5%	62
2010	1.2%	383
2011	-0.0%	-101
2012	-1.0%	-288
2013	0.2%	171
2014	0.9%	398
AVERAGE	0.3%	104

B. 2010 SECTOR PLAN PARKING ANALYSIS

The number of parking spaces provided to support the developments on the View Property and View II Property exceeds the number of parking spaces that would have been required if the View Property and View II Property had been developed consistently with the parking requirements in the 2010 Sector Plan. The below chart entitled “View Property and View II Property – 2010 Sector Plan

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Comparative Parking Analysis” outlines the parking analysis required pursuant to the 2010 Sector Plan.¹

VIEW PROPERTY AND VIEW II PROPERTY - 2010 SECTOR PLAN COMPARATIVE PARKING ANALYSIS							
	Use (Quantity)	Walkable Node University Parking Requirement	Parking Required	Total Parking Required Without Mixed-Use Shared Parking Factor	Shared Parking Factor	Parking Required With Mixed- Use Shared Parking Factor	Actual Parking Provided
Residenti al	506 dwellings	1 space/dwelling	506	541	Divide by 1.2	451	461
Retail	11,600 sq. ft.	3 spaces/1,000 sq. ft.	35				

The developments on the View Property and View II Property currently provide for 461 parking spaces, and the Declaration of Covenants require an additional 109 spaces to be provided by future developments on the Village Property and the Village II Property if developed.² The developments on the View Property and the View II Property would have been required to provide for only 451 parking spaces had they been developed consistently with the analysis established in the 2010 Sector Plan with no additional future development parking spaces required.

¹ Please refer to pages 239-240 of the 2010 Sector Plan for an explanation of the parking calculation methodology.
² Please refer to DSP-02027/07.

VIEW PROPERTY AND VIEW II PROPERTY - MODES OF TRANSPORTATION					
	Required Consistent With 2008 DSP, as Amended / Declaration of Covenants			Required Consistent With 2010 Sector Plan (If Developed Today)	Existing Condition
	DSP	Covenants (If Adjacent Parcel Is Developed As Student Housing)	Total		
On-Site Parking Capacity	461	Additional 109 spaces in new development	570	451	461
Bike Parking Spaces	64	45 above existing	149	154	190
Car Sharing Service	0	0	0	0	4
Pedestrian Bridge	Required	Not Required	Required	N/A	Provided
Shuttle Service	Required	Required	Required	N/A	Provided

Additionally, DSP-02027/03, the Existing Declaration, and the Amendment to the Existing Declaration require the installation of a minimal number bicycle parking spaces.³ The number of bicycle parking spaces currently provided is approximately 190. UV I and UV II have increased available spaces based on resident demand. In order to manage the resident demand for these bicycle parking

³ DSP-02027/03 requires the Applicant to provide a minimum of 64 bicycle parking spaces. The Amendment to the Existing Declaration includes a provision which requires the Applicants to provide "45 bike spaces in addition to the 104 spaces already on site."

spaces, UV I and UV II have begun issuing bicycle parking permits, similar to those provided for cars that park in the garage. Typically, all available bicycle parking permits are in high demand. Based on the number of bicycle parking permits issued, and the pace at which the permits are being issued, it is clear that the bicycle parking facilities are an effective means of alternative transportation resulting in a substantial reduction in the actual need for residents to use their cars.

Also, the developments on the View Property and View II Property provide for the use of Zipcar vehicles on-site. DSP-02027/03, Existing Declaration, and the Amendment to the Existing Declaration do not require UV I and UV II to provide any Zipcar services. Despite having no legal obligation to provide Zipcar services, UV I and UV II provide such services within the development on the View Property and View II Property. The inclusion of Zipcar services as a transportation option for residents further reduces the need for additional automobile parking spaces.

C. PARKING RATES

UV I and UV II lease the parking spaces at a rate below current market prices. The below chart entitled “Comparable Parking Rates” outlines the parking rates for the surrounding student housing developments.

COMPARABLE PARKING RATES		
	Premium	Standard
View Property and View II Property	\$100	\$100
Varsity	\$160	\$135
Landmark	\$150	\$125

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All spaces in the garage have been leased and the waiting list is only 15 residents long.

III. CONCLUSION

The Applicants respectfully request that the City either terminate the Existing Declaration and the Amendment to the Existing Declaration and create a new Declaration for the View Property and View II Property only (View Declaration) or remove the parking obligation on the future development of the Village Property and the Village II Property. This supplement to the Original Petition provides additional information requested by the City during the meeting that took place on January 14th, 2016. If any additional information is necessary, please do not hesitate to request it.

RIFKIN, WEINER, LIVINGSTON
LEVITAN AND SILVER, LLC

By: _____
Christopher L. Hatcher

RIFKIN WEINER LIVINGSTON
LEVITAN & SILVER LLC
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ATTACHMENT 2

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November 9, 2015

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RECEIVED

NOV 09 2015

CITY OF COLLEGE PARK
PLANNING DEPARTMENT

VIA HAND DELIVERY

Ms. Terry A. Schum
Director of Planning
City of College Park
4500 Knox Road
College Park, Maryland 20740

Re: Declaration of Covenants and Agreement
University View I & II; University View Village I & II

Dear Ms. Schum:

University View Partners LLC (“UV I”), 8300 Baltimore Avenue LLC (“UV II”), 8400 Baltimore Ave LLC (“UVV I”), and 8320 Associates LLC (“UVV II”) (UV I, UV II, UVV I, and UVV II may collectively be referred to as “Applicants”) by its collective attorney, Rifkin, Weiner, Livingston, Levitan & Silver, LLC, submit this request to the City of College Park (“City”). The Applicants respectively request that the City agree to (1) terminate¹ the Declaration of Covenants and Agreement

¹ The draft Termination, Extinguishment and Release of Covenants, Easements and Agreements document is enclosed as Exhibit 1.

dated April 17th, 2008 (the “**Existing Declaration**”), as amended on May 12th, 2009 (the “**Amendment to the Existing Declaration**”), by and among the City and the Applicants and (2) to, simultaneously, enter into a new Declaration of Covenants and Agreement (the “**View Declaration**”)² that only impacts the View Property and View II Property, as defined below.

The purpose for these requests is to decouple the covenant requirements of the View Property and View II Property, from the covenant requirements of the Village I and Village II Property. By decoupling the View Property and View II Property covenants, the Village Property and Village II Property will no longer be burdened with future development obligations to provide parking spaces to support the operations on the View Property and View II Property.

The Applicants assert that the parking currently provided for the existing development on the View Property and View II Property (as prescribed by DSP-02027, as amended) is sufficient to support the approved residential and retail uses. In fact, the development on the View Property and View II Property provides for more parking spaces, both proportionally and in overall number, than the adjoining student housing development, entitled the Varsity. Additionally, the development on the View Property and View II Property currently provides for alternative modes of transportation above and beyond those required by the Prince George’s County Planning Board and the City. The View Declaration proposed by the Applicants would document the sufficient parking as described herein, as well as the cross access obligations, alternative modes of transportation, and additional relevant

² The draft View Declaration is enclosed as Exhibit 2.

information from the Existing Declaration, as amended, for the operating developments on the View Property and View II Property.

To summarize the detailed analysis presented below in section IV of this letter:

- *Parking Precedent Established:*
 - View Property and View II Property have DSP approval for parking that represents a 34% reduction versus the *Approved College Park US 1 Corridor Sector Plan and Section Map Amendment*, while the Varsity was approved for a 55% reduction.
 - The effective parking ratio approved on the View Property and View II Property in the DSP, as amended, is 83%, while the Varsity was approved with an effective parking ratio of 63%. In addition, the Varsity has almost double the amount (SF) of retail space than that in the View II Property. Also, the largest of the Varsity's retailers requires more and longer term parking than any of the fast casual retailers at the View II Property.
- *Alternative Modes of Transportation:*
 - UV I and UV II provided a pedestrian bridge across Paint Branch and currently provide an on-premises University of Maryland shuttle bus for residents.

- o In addition to 465 parking spaces, UV I and UV II provide 190 bicycle parking spaces and Zipcar services.

I. PROPERTY IDENTIFICATION

The following chart sets forth the ownership and size of the subject properties:

OWNER	ADDRESS	ACRES	PROPERTY IDENTIFICATION
UV I	8204 Baltimore Avenue	±2.295	View Property
UV II	8300 Baltimore Avenue	±0.801	View II Property
UVV I	8400 Baltimore Avenue	±2.19	Village Property
UVV II	8320 Baltimore Avenue	±0.836	Village II Property

II. GENERAL PROPERTY DATA

- A. Location: See Property Identification Section.
- B. Tax Map #: Map 33, Grid D-1.
- C. Frontage: Baltimore Avenue (MD Route 1).
- D. Election District: 21.
- E. Legislative District: 21.
- F. Councilmanic District: 3.
- G. Municipality: City of College Park.
- H. Acreage: See Property Identification Section.
- I. Current Zone: M-U-I/DDOZ.
- J. Water Category: 3.
- K. Sewer Category: 3.
- L. Historic: N/A.
- M. Master Plan & SMA: The developments were approved pursuant to the *Approved College Park US 1 Corridor Sector Plan and Sectional Map Amendment*.

The subject properties are located within the “Lower Midtown” character area of the *2010 Central US 1 Approved Sector Plan and Sectional Map Amendment*.

N. General Plan:

The subject properties are located within the “Innovation Corridor” area of the *Plan Prince George’s 2035 Approved General Plan*.

III. BACKGROUND

DSP-02027 was approved by the Prince George’s County Planning Board on July 25th, 2002. DSP-02027 approved two (2) buildings to be constructed on the View Property and View II Property. One (1) building was initially approved as an office building and the other building was approved as a residential apartment building.³ Consistent with the approval of DSP-02027, as amended, the residential apartment building was constructed on the View Property.

DSP-02027/03 (i.e. third revision to DSP-02027) was approved by the Prince George’s County Planning Board on April 17th, 2008.⁴ DSP-02027/03 approved the construction of a mixed-use building consisting of approximately 11,600 square feet of retail and 154 residential units in lieu of the office building previously approved in DSP-02027. During the approval process of DSP-02027/03, the Applicants and the City negotiated the Existing Declaration.⁵ In the Existing Declaration, the City required the Applicants to provide additional parking within a structured garage

³ The office building was approved on the View II Property and the residential building was approved on the View Property.

⁴ To date, DSP-02027 has been revised eight (8) times. Only DSP-02027 and DSP-02027/03 required Planning Board approval. The remaining revisions were approved at staff level by the Planning Director.

⁵ At the time of the execution of the Existing Declaration, UV I was the title owner of both the View Property and View II Property. Prior to execution of the Amendment to the Existing Declaration, UV I subdivided its property and transferred title of a portion of the property to UV II. Thus, both UV I and UV II executed the Amendment to the Existing Declaration.

that would be constructed with any future development of the Village Property and/or Village II Property. Following the approval of DSP-02027/03, the Existing Declaration was recorded among the Land Records of Prince George's County at Liber 30306, Folio 319.⁶

DSP-08080 was approved by the Prince George's County Planning Board on May 21st, 2009. DSP-08080 approved a mixed-use development on the Village Property and Village II Property consisting of two (2) residential apartment buildings with retail space on the ground floor and a structured parking garage. DSP-08080 permitted the phasing of the development. During the approval process of DSP-08080, the Applicants and the City negotiated the referenced Amendment to the Existing Declaration which clarified, amongst other items, (1) that UV II was a party to the Declaration of Covenants and Agreement, (2) the cross-access easement obligations, and (3) the parking and other transportation obligations. After the approval of DSP-08080, the Amendment to the Existing Declaration was recorded among the Land Records of Prince George's County at Liber 30874, Folio 414.⁷

IV. ANALYSIS

A. PARKING PRECEDENT ESTABLISHED

The developments on the View Property and View II Property are more adequately parked than the adjoining student housing development, the Varsity, approved by the City and the Prince George's County Planning Board. The third revision to the site plan for the View Property and View II Property (DSP-02027/03)

⁶ The Existing Declaration is enclosed as Exhibit 3.

⁷ The Amendment to the Existing Declaration is enclosed as Exhibit 4.

was approved in 2008. The site plan for the adjoining property, the Varsity, (DSP-07062) was approved on March 24th, 2009.

The View Property and the View II Property DSP-02027/03 approved two (2) buildings containing a total of 506 dwelling units, 11,600 square feet of retail, and 450 parking spaces. Since 2008, DSP-02027/03 has been revised several times to increase the total number of parking spaces to support the approved development to 465 parking spaces. The *Approved College Park US 1 Corridor Sector Plan and Sectional Map Amendment* required 699 parking spaces. The City recommended approval of, and the Planning Board approved, DSP-02027/03 with a parking reduction of approximately 34%.

The Varsity Property DSP-07062 approved one (1) building containing a total of 258 dwelling units, 20,000 square feet of retail, and 243 parking spaces. The *Approved College Park US 1 Corridor Sector Plan and Sectional Map Amendment* required 535 parking spaces. The City recommended approval of, and the Planning Board approved, DSP-07062 with a parking reduction of approximately 55%.

The effective student parking ratio approved in DSP-02027/03, as amended, is greater than the effective parking ratio approved in DSP-07062. Assuming every 1,000 square feet of retail requires 4.0 parking spaces, DSP-02027/03 has a required effective parking ratio of approximately 83% (non-retail parking spaces divided by total units) and DSP-07062 has a required effective parking ratio of approximately 63% (non-retail parking spaces divided by total units). The difference in the required effective parking ratio is approximately 20%.

The amount and type of retail uses greatly impacts the parking needs for any development. Generally, the more retail space provided, the more parking spaces will be needed in order to attract the retailers that are desired. Even with more available retail space on the adjoining property, the approved plan provides fewer parking spaces and received a greater reduction from the required number of parking spaces. Conversely, the development approved on the View Property and View II Property contains less retail space and the retailers that are located within the View II Property have different parking needs. The View II retailers consist of three (3) fast casual restaurants and one (1) credit union, all of which require very short term parking. However, the development on the View Property and View II Property received less of a percentage reduction on required parking while providing a higher parking ratio. In light of the foregoing, the Applicants request that the City find that the amount of parking contained within the developments approved on the View Property and View II Property are adequate to serve the development operations located thereon, and that the Village Property and Village II Property not be required to provide any parking spaces to support the development operations on the View Property and View II Property.

B. ALTERNATIVE MODES OF TRANSPORTATION

Residents of the developments on the View Property and View II Property benefit from several alternative modes of transportation that reduce the need for cars and additional parking spaces. DSP-02027/03 and the Existing Declaration require that UV I and UV II provide a pedestrian bridge across Paint Branch and

provide/contribute to a University of Maryland shuttle bus for residents. Both the pedestrian bridge across Paint Branch and the shuttle bus have been provided.

Additionally, the development on the View Property and View II Property provides in excess of the DSP, Existing Declaration, and Amendment to the Existing Declaration required bicycle parking spaces for residents. Although, DSP-02027/03, the Existing Declaration, and the Amendment to the Existing Declaration requires the installation of a minimal number bicycle parking spaces,⁸ the number of bicycle parking spaces provided is currently approximately 190. UV I and UV II have increased available spaces based on resident demand. In order to manage the resident demand for these bicycle parking spaces, UV I and UV II have begun issuing bicycle parking permits, similar to those provided for cars that park in the garage. Typically, all available bicycle parking permits are in high demand. Based on the number of bicycle parking permits issued and the pace that the permits are issued, it is clear that the bicycle parking facilities are an effective means of alternative transportation resulting in a substantial reduction in the actual need for residents to use their cars.

Finally, the developments on the View Property and View II Property provide for Zipcar vehicles on-site. DSP-02027/03, Existing Declaration, and the Amendment to the Existing Declaration do not require the View Property and View II Property to provide for any Zipcar services. Despite having no legal obligation to provide Zipcar services, UV I and UV II provide such services within the

⁸ DSP-02027/03 requires the Applicant to provide a minimum of 64 bicycle parking spaces. The Amendment to the Existing Declaration includes a provision which requires the Applicants to provide “45 bike spaces in addition to the 104 spaces already on site.”

development on the View Property and View II Property. The inclusion of Zipcar services as a transportation option for residents further reduces the need for additional automobile parking spaces.

Without any government requirement, UV I and UV II have provided abundant bicycle parking facilities in excess of those prescribed by the DSP, Existing Declaration, and the Amendment to the Declaration and Zipcar services. UV I and UV II have provided facilities for these alternative modes of transportation based on resident demand. With these alternative modes of transportation, along with the 465 automobile parking spaces, on-site shuttle bus service, and pedestrian bridge across Paint Branch, the transportation needs for the operations at the development located on the View Property and View II Property are adequately serviced. Thus, it is not necessary to provide additional parking for the developments on the View Property and View II Property in potential future development on the Village Property and Village II Property.

V. CONCLUSION

The Applicants respectfully request that the City terminate the Existing Declaration and the Amendment to the Existing Declaration and create a new Declaration for the View Property and View II Property only (View Declaration). Specifically, the Applicants request that the View Declaration document the modes of transportation (automobile parking spaces, bicycle parking spaces, vehicle-sharing services and shuttle bus services) that are required on the View Property and View II Property and establish cross access agreements between the View

Property and View II Property to ensure that the modes of transportation can continue to be used by residents and patrons of both the View Property and View II Property. Furthermore, the transportation requirements that will run with the Village Property and Village II Property will be established when a new or revised Detailed Site Plan is submitted to the Prince George's County Planning Board and City for review.

In consideration of the foregoing, the Applicants respectfully request that the City agree to (1) a termination of the Existing Declaration and the Amendment to the Existing Declaration, and (2) creation of a View Declaration, each in the form and substance similar to Exhibits 1 and 2.

RIFKIN, WEINER, LIVINGSTON
LEVITAN AND SILVER, LLC

By:

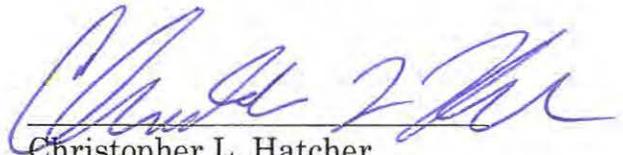

Christopher L. Hatcher

EXHIBIT 1

**TERMINATION, EXTINGUISHMENT AND RELEASE
OF COVENANTS, EASEMENTS AND AGREEMENTS**

THIS TERMINATION, EXTINGUISHMENT AND RELEASE OF COVENANTS, EASEMENTS AND AGREEMENTS (this “**Termination**”) is made this ___ day of _____, 2015 by and between **UNIVERSITY VIEW PARTNERS LLC** (hereinafter “**8204**” or “**UV I**”), **8300 BALTIMORE AVENUE LLC** (hereinafter “**8300**” or “**UV II**”), **8400 BALTIMORE AVENUE LLC** (hereinafter “**8400**” or “**UVV I**”), and **8320 ASSOCIATES LLC** (hereinafter “**8320**” or “**UVV II**”), and the **CITY OF COLLEGE PARK, MARYLAND** (the “**City**”) a municipal corporation of the State of Maryland.

RECITALS

WHEREAS, 8204 is the owner of property, located at 8204 Baltimore Avenue (the “**View Property**”), which, prior to final Plat of Re-subdivision recorded February 4, 2009 as Plat No. 75 in Plat Book PM 229, also included the property now known as 8300 Baltimore Avenue (the “**View II Property**”); and

WHEREAS, 8300 is the owner of the View II Property; and

WHEREAS, 8400 is the owner of property consisting of approximately 2.2 acres, located at 8400 Baltimore Avenue (the “**Village Property**”); and

WHEREAS, 8320 is the owner of approximately .836 acres of property located at 8320 Baltimore Avenue (the “**Village II Property**”); and

WHEREAS, 8400 and 8320 applied for and received approval of a preliminary plan and detailed site plan for an assemblage of the Village Property and the Village II Property (as assembled the “**8350 Property**”) to construct a nine story residential over retail mixed-use building and a separate above grade parking garage; and

WHEREAS, the City and 8204, 8400, and 8320 entered into the Declaration of Covenants and Agreement dated April 17, 2008 and recorded at Libor 30306 folio 319 (“**Declaration**”) and a Deed of Access, Use and Parking Easement dated April 17, 2008 and recorded at Libor 29877 folio 233 (“**Easement**”); and

WHEREAS, the City and 8204, 8400, 8320 and 8300 entered into an Amendment to Declaration of Covenants and Agreement dated May 12, 2009 and recorded at Libor 30874 folio 414 (“**Amendment**”); and

WHEREAS, the parties desire to terminate, extinguish and release the Declaration, the Amendment, and the Easement in their entireties, and have agreed to enter into this Termination; and

WHEREAS, the parties acknowledge that this Termination will release, terminate and extinguish all covenants, easements and agreements between and among the parties with respect to the View Property, the View II Property, the Village Property and the Village II Property.

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

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

2. The Declaration dated April 17, 2008 and recorded at Libor 30306 folio 319, the Amendment to Declaration of Covenants and Agreement dated May 12, 2009 and recorded at Libor 30874 folio 414, and the Deed of Access, Use and Parking Easement dated April 17, 2008

and recorded at Libor 29877 folio 233, each be and hereby are released, extinguished, terminated and each shall have no further force or effect; and

3. Each party releases, extinguishes, terminates and relinquishes all covenants and easements and other rights created or reserved by virtue of the Declaration, the Amendment and/or the Easement.

4. This Termination runs with the land and shall be binding upon the parties hereto and inure to the benefit of the current fee simple title holders of the View Property, the View II Property, the Village Property, the Village II Property, and the 8350 Property, and their respective heirs, personal representatives, transferees, successors or assigns; and

5. All terms used in this Termination and not otherwise defined herein shall have the meaning given such terms in the Declaration, Amendment and/or Easement, as the case may be.

6. This Termination may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Termination.

7. This Termination shall be construed in accordance with and governed by the laws of the State of Maryland.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS/ATTEST

UNIVERSITY VIEW PARTNERS, LLC
By: CEI Realty, Inc., Manager

By:
Title:

WITNESS/ATTEST

8300 BALTIMORE AVENUE LLC
By: CEI Realty, Inc., Manager

By:
Title:

WITNESS/ATTEST

8400 BALTIMORE AVENUE LLC
By: CEI Realty, Inc., Manager

By:
Title:

WITNESS/ATTEST

8320 ASSOCIATES LLC
By: CEI Realty, Inc., Manager

By:
Title:

WITNESS/ATTEST

CITY OF COLLEGE PARK, MARYLAND

, City Clerk

Name:
Title: City Manager

APPROVED AS TO FORM:

Name:
Title: City Attorney

STATE OF MARYLAND)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that _____, a member of _____, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that _____, a member of _____, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that _____, a member of _____, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that _____, a member of _____, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that _____, a member of _____, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

ATTORNEY CERTIFICATION

THIS IS TO CERTIFY that the foregoing and attached instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals in the State of Maryland.

Suellen M. Ferguson

After recording return to:
Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan
125 West Street, 4th Floor
P.O. Box 2289
Annapolis, MD 21404

EXHIBIT 2

DECLARATION OF COVENANTS, EASEMENT, AND AGREEMENT

THIS DECLARATION OF COVENANTS, EASEMENT, AND AGREEMENT (this “**Declaration of Covenants**”) is made this ___ day of _____, 2015 by and between **UNIVERSITY VIEW PARTNERS LLC** (hereinafter “**8204**” or “**UV I**” or with UV II, “**Applicants**”), **8300 BALTIMORE AVENUE LLC** (hereinafter “**8300**” or “**UV II**” or with UV I, “**Applicants**”) and the **CITY OF COLLEGE PARK, MARYLAND** (the “**City**”) a municipal corporation of the State of Maryland.

RECITALS

WHEREAS, 8204 is the owner of property, located at 8204 Baltimore Avenue (the “**View Property**”), which, prior to final Plat of Re-subdivision recorded February 4, 2009 as Plat No. 75 in Plat Book PM 229, also included the property now known as 8300 Baltimore Avenue (the “**View II Property**”); and

WHEREAS, 8300 is the owner of the View II Property; and

WHEREAS, the City recommended approval of and the Prince George’s County Planning Board (“**Planning Board**”) approved DSP-02027 in 2002; and

WHEREAS, DSP-02027 permitted the development of a residential building on the View Property and an office building on the View II Property; and

WHEREAS, the City recommended approval of and the Planning Board approved DSP-02027/03 in 2008. DSP-02027/03 permitted the development of a mixed-use building, with no additional parking, on the View II Property instead of the previously approved office building; and

WHEREAS, the parties agree that the number of shared vehicular parking spaces, bicycle parking spaces, and the car sharing services collectively provided on the View Property and View II Property are sufficient to support the currently constructed development on the View Property and the View II Property; and

NOW THEREFORE, in consideration of the foregoing, the parties hereto hereby declare and agree on behalf of themselves, their successors and assigns that the View Property and the View II Property individually or as assembled, shall be held, transferred, sold, leased, rented,

hypothecated, encumbered, conveyed or otherwise occupied subject to the following covenants, conditions, restrictions, limitations and obligations which shall run with and bind the Properties or any part thereof and shall inure to the benefit and be enforceable by the City, its successors and assigns as follows:

1. The Recitals set forth above as well as the foregoing “NOW, THEREFORE,” are incorporated herein as operative provisions of this Declaration of Covenants.
2. The number of parking spaces that will be shared between the View and View II Properties shall be no less than 450.
3. The number of bicycle parking spaces that will be shared between the View and View II Properties shall be no less than 170.
4. UV I and/or UV II shall use good faith efforts to continue to coordinate with a car sharing service provider to maintain a minimum of two (2) car sharing opportunities on the View and View II Properties. This covenant in no way obligates UV I and UV II to entering into an agreement with a car sharing service provider.
5. 8204 hereby grants and conveys to 8300, its successors, successors-in-title and assigns, a perpetual, non-exclusive access, use and ingress/egress easement, appurtenant to the View II Property, for vehicular and pedestrian passage across the View Property by 8300 and their invitees, licensees, suppliers, tenants, customers, employees and invitees of such tenants for purposes of accessing the intersection of Route 1 and Navahoe Street and of accessing the signalized intersection at Route 1 and Berwyn House Road for so long as such intersections exist. In addition, 8204 hereby grants and conveys to 8300, its successors, successors-in-title and assigns, a perpetual, non-exclusive access, use and parking easement, for vehicular and bicycle parking, and other services that utilize the vehicular and bicycle parking facilities, located on the

View Property, including the parking garage. Such use easement shall be subject to restrictions and suspensions as reasonably necessary for maintenance, repairs, relocation, utility work and safety concerns. This non-exclusive easement includes vehicular and pedestrian ingress and egress to and from the View II Property over, upon and across the View Property, and any subdivision thereof, in perpetuity, for purposes of access to the said intersection, called the "Access Easement Area", more particularly described on Exhibit A attached hereto.

6. 8300 hereby grants and conveys to 8204, its successors, successors-in-title and assigns, a perpetual, non-exclusive access, use and ingress/egress easement, appurtenant to the View Property, for vehicular and pedestrian passage across the View II Property by 8204 and their invitees, licensees, suppliers, tenants, customers, employees and invitees of such tenants for purposes of accessing the intersection of Route 1 and Navahoe Street and of accessing the signalized intersection at Route 1 and Berwyn House Road for so long as such intersections exist. In addition, 8300 hereby grants and conveys to 8204, its successors, successors-in-title and assigns, a perpetual, non-exclusive access, use and parking easement, for vehicular and bicycle parking, and other services that utilize the vehicular and bicycle parking facilities, located on the View II Property. Such use easement shall be subject to restrictions and suspensions as reasonably necessary for maintenance, repairs, relocation, utility work and safety concerns. This non-exclusive easement includes vehicular and pedestrian ingress and egress to and from the View Property over, upon and across the View II Property, and any subdivision thereof, in perpetuity, for purposes of access to the said intersection, called the "Access Easement Area", more particularly described on Exhibit B attached hereto.

7. This Declaration of Covenants may be amended by mutual agreement of the City, 8204 and 8300. In the event that any provision of this Declaration of Covenants is in direct conflict

with any provision mandated by any government agency with jurisdiction, to the extent that the provisions in this Declaration of Covenants is by necessity precluded, then that provision shall be null and void, provided, however, that the remainder of this Declaration of Covenants shall remain in full force and effect.

8. Provided that 8204 and 8300 are not in default of this Declaration of Covenants, the City shall not appeal or institute, participate or support any litigation with respect to anything covered by and in compliance with this Declaration of Covenants. Provided that the City is not in default of this Declaration of Covenants, 8204 and 8300 shall not appeal or institute, participate or support any litigation against the City with respect to anything covered by and in compliance with this Declaration of Covenants.

9. Any and all approvals or consents of the City, 8204 or 8300 shall not be unreasonably withheld, conditioned nor delayed.

10. In the event that the View II Property is sold to any non-taxable entity, so that the property is no longer subject to real property taxes, then 8300 (or any related successors or assigns), shall make a single payment to the City at the time of sale in an amount equal to the present value (the discount factor being 10%), calculated at time of sale, of the real property taxes which would be due to the City related to the View II Property for (1) the remainder of the term of any lease then in effect with any non-taxable entity, or (2) for a period of ten years, whichever is greater, the taxes to be computed based upon the sales price of the property with improvements. Anything to the contrary notwithstanding, 8300's obligation set forth herein shall terminate upon the sale of the property by the owner to an arms length third party purchaser, provided the property is still subject to real property taxes immediately following such sale. Further, the requirement set forth herein shall not apply in the event the property is obtained by

any non-taxable entity via the process of right-of-way dedication, eminent domain or condemnation. 8300 shall notify the City in writing upon the closing of any sale to a third party purchaser, or upon receipt of legal process instituting any action of eminent domain or condemnation.

11. When a procedure is established whereby property owners and their heirs, successors and assigns on US 1 in College Park are required to pay their pro rata share toward the cost of placing underground all utilities crossing their properties, payment of its share, not to exceed \$200,000, shall be made by 8204 and 8300 within thirty days to an escrow account to be created by the City of College Park. If such a requirement is not established by January 1, 2019, this condition expires.

12. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the property and/or 8204 and 8300 pursuant to the provisions of this Agreement. The City, 8204 and 8300 agree that if 8204 and/or 8300 should breach the terms of the Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event the City is required to enforce this Agreement and 8204 and 8300, or either of them, is determined by final non-appealable decision of court of competent jurisdiction to have violated any provision of this Agreement, then the responsible 8204 or 8300 party, as the case may be, will reimburse the City for all actually incurred reasonable costs of the proceeding including reasonable attorneys' fees. Should 8204 or 8300 or either of them prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse 8204 and 8300 for all actually incurred reasonable costs of the proceeding including reasonable attorneys' fees.

13. 8204 and 8300 shall each have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed by the City pursuant to the provisions of this Agreement. In the event 8204 or 8300 is required to enforce this Agreement and the City, is determined by final non-appealable decision of court of competent jurisdiction to have violated any provision of this Agreement, the City will reimburse 8204 and 8300 for all actually incurred reasonable costs of the proceeding including reasonable attorneys' fees. Should the City prevail in any action brought by 8204 or 8300 to enforce a provision of this Agreement, then 8204 or 8300, as the case may be, shall reimburse the City for all actually incurred reasonable costs of the proceeding including reasonable attorneys' fees.

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

15. So long as the View Property and/or View II Property continue to be used as student housing, each such property shall be held, conveyed, encumbered, sold, leased, rented, used, and/or occupied subject to the terms and provisions of this Declaration of Covenants, which shall run with the land. If the View Property and View II Property cease to be used as student housing, this Declaration of Covenants shall be of no further force or effect.

16. Neither any failure nor any delay on the part of the City or of 8204 or 8300 in exercising any right, power or remedy hereunder or under applicable law shall operate as a waiver thereof nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

17. This Declaration of Covenants shall be binding upon, and shall inure to the benefit of, the respective affiliates participating in the project, transferees, successors and assigns of the City, 8204 and 8300.

18. All notices given hereunder shall be in writing and shall be deemed to have been given when hand delivered upon delivery, in the event of mailing, three (3) days after deposit with the United States Postal Service, as registered or certified mail, return receipt requested, postage prepaid, in the event of delivery by overnight service, on the date the service provider confirms as the delivery date, and if by facsimile, on the date indicated on a confirmation sheet indicating successful transmission, addressed:

(i) If to University View Partners LLC:

c/o Clark Enterprises, Inc.
15th Floor
7500 Old Georgetown Road
Bethesda, Maryland 20814
Attn: Rebecca L. Owen, Esq.

(ii) If to 8300 Baltimore Avenue LLC

c/o Clark Enterprises, Inc.
15th Floor
7500 Old Georgetown Road
Bethesda, Maryland 20814
Attn: Rebecca L. Owen, Esq.

(iii) If to the City:

City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740

With copy to:

Suellen M. Ferguson, Esquire
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street

4th Floor
Annapolis, Maryland 21404

19. This Declaration of Covenants may not be amended or modified except in writing executed by the City, 8204 and 8300, and no waiver of any provision or consent hereunder shall be effective unless executed in writing by the City, 8204 and 8300.

20. This Declaration of Covenants shall be construed in accordance with and governed by the laws of the State of Maryland.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS/ATTEST

UNIVERSITY VIEW PARTNERS, LLC
By: CEI Realty, Inc., Manager

By:
Title:

WITNESS/ATTEST

8300 BALTIMORE AVENUE LLC
By: CEI Realty, Inc., Manager

By:
Title:

WITNESS/ATTEST

CITY OF COLLEGE PARK, MARYLAND

, City Clerk

By:
Title: City Manager

APPROVED AS TO FORM:

Name:
Title: City Attorney

STATE OF MARYLAND)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that _____, a member of _____, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that _____, a member of _____, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that _____, a member of _____, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that _____, a member of _____, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that _____, a member of _____, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

ATTORNEY CERTIFICATION

THIS IS TO CERTIFY that the foregoing and attached instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals in the State of Maryland.

Suellen M. Ferguson

After recording return to:
Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan
125 West Street, 4th Floor
P.O. Box 2289
Annapolis, MD 21404

EXHIBIT 3

30306 319

Clerk of the
Circuit Court

DECLARATION OF COVENANTS AND AGREEMENT
30306 319

2009 JAN 22 PM 4: 25

THIS DECLARATION OF COVENANTS AND AGREEMENT is made this 22nd

PR GEO CO MD #9

day of April, 2008 by and between UNIVERSITY VIEW PARTNERS, LLC

("University View"), 8400 BALTIMORE AVENUE, LLC, ("8400") and 8320 Associates

LLC ("8320"), collectively referred to herein as the Applicants, and the CITY OF

COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of

Maryland.

TIME TO SIGN \$	0.00
RECORDING FEE	0.00
TOTAL	0.00
DATE	2009 JAN 22
TIME	04:25 PM

WHEREAS, University View is the owner of property consisting of 3.0959 acres,

located at 8204 Baltimore Avenue (the "View Property"); and

WHEREAS, 8400 is the owner of property consisting of 2.2 acres, located at 8400

Baltimore Avenue (the "8400 Property"); and

WHEREAS, 8320 expects to purchase a site directly southeast of the 8400 Property, now currently occupied by an automotive service facility, consisting of .8215 acres, located at

8320 Baltimore Avenue (the "Quick Lane Property"); and

WHEREAS, Detailed Site Plan DSP-02027 was approved for the University View Property for construction of two buildings. One of these buildings, providing student housing and parking, has been constructed. The second building, which was to include office and retail, has not been constructed; and

WHEREAS, University View is seeking an amendment to the approved DSP-02027 to allow construction of a 12 story building intended for student rental housing with first floor retail and no additional parking, with University View or an affiliate to continue to own and manage the improvements, in lieu of construction of an office building; and

WHEREAS, University View has asked the City to recommend approval of said

amendment to the Prince George's County Planning Board ("Planning Board") and the District Council for Prince George's County, Maryland, preferably by administrative action if appropriate, and to generally support a revised View Property DSP consistent with this concept; and

WHEREAS, the City has agreed to make said recommendations upon certain conditions which are included in this Declaration of Covenants; and

WHEREAS, 8400 and 8320 intend to apply for a preliminary plan and detailed site plan for an assemblage of the 8400 Property and the Quick Lane Property (as assembled the "8350 Property") to construct a nine story building to include student rental housing with first floor retail and a separate above grade parking garage, with 8400 or an affiliate to continue to own and manage the improvements (the 8350 Property DSP); and

WHEREAS, 8400 has asked the City to recommend approval of the concept of student housing, retail and parking at the 8350 Property to the Planning Board and the District Council for Prince George's County, Maryland, and to generally support an 8350 preliminary plan and DSP consistent with this concept; and

WHEREAS, the City has agreed to make said recommendations upon certain conditions which are included in this Declaration of Covenants

NOW, THEREFORE, in consideration of the aforesaid recommendations, the parties hereto hereby declare and agree on behalf of themselves, their successors and assigns that the View Property, and the 8400 Property and the 8320 Property individually or as the assembled 8350 Property, shall be held, transferred, sold, leased, rented, hypothecated, encumbered, conveyed or otherwise occupied subject to the following covenants, conditions, restrictions, limitations and obligations which shall run with and bind the

30306 321
Properties or any part thereof and shall inure to the benefit and be enforceable by the City,
its successors and assigns as follows:

1. The recitals set forth above as well as the foregoing "NOW, THEREFORE," are incorporated herein as operative provisions of the Covenants.
2. It is recognized that the View Property DSP has Detailed Site Plan(s) that have not yet been approved and the 8350 Property preliminary plan and DSP has not been submitted, and that various additional conditions may become necessary or be mandated by the various agencies with jurisdiction. This Declaration of Covenants may be amended by mutual agreement of the parties with reference to such additional conditions. In the event that any provision of this Declaration of Covenants is in direct conflict with any provision mandated by any government agency with jurisdiction, to the extent that the provision in this Declaration of Covenants is by necessity precluded, then that provision shall be null and void, provided, however, that the remainder of this Declaration of Covenants shall remain in full force and effect.
3. The parties acknowledge that the County's approval of the proposed amendment of DSP-02027 will allow development of the as yet undeveloped portion of the View Property as student housing with no additional parking provided on the View Property. The parties further acknowledge that, under applicable zoning requirements, the development of the View Property as proposed in the amended DSP would mandate provision of 111 parking spaces. To provide for the spaces not constructed on the View Property, the parties agree that the proposed development of the 8350 Property includes sufficient structured parking on the 8400 Property and further agree that said parking on the 8400 Property shall be shared with the View Property (see attached Exhibit A,

reciprocal easements or lease). The parties further recognize that, until said structured shared parking is available, there may be insufficient parking for the development planned as part of amended DSP-02027. University View agrees that it will seek an interim agreement with the University of Maryland to provide sufficient parking to be available upon occupancy of the building constructed under revised DSP -02027 to satisfy the said parking requirements of 111 spaces applicable to revised DSP-02027. In the event such an agreement is reached, University View will provide proof of the availability of spaces on the University of Maryland campus for this purpose. This Declaration of Covenants is contingent upon such an agreement for interim parking between the University of Maryland and University View or an alternate interim parking arrangement provided by University View, Applicant, which may include the 8350 Property and surface parking, for so long as it is necessary to accommodate occupancy of the building to be constructed under revised DSP-02027 of the project until the construction of the structured parking. If interim parking on the 8350 Property is included, then Applicants agree to enforce restricted, permit only parking to secure the required parking spaces. The intent of this interim alternative parking arrangement is to assure the City that University View will provide parking for the new residential project in front of the View until construction of the structured parking garage at 8350, in the event interim on-campus parking is not available. The University View shall use due diligence in providing the structured parking garage in a timely way. Notwithstanding any other provision herein, University View shall always provide the 111 parking spaces for 8300 with garage, surface, or any other legally acceptable arrangement. For purposes of this Declaration of Covenants, a legally acceptable

arrangement shall not include on-street parking in the City. In the event that an agreement for interim parking cannot be reached and/ or an alternate parking arrangement to include the 8350 surface parking is not available to satisfy the referenced parking requirements applicable to revised DSP 02027 until the structured parking garage is constructed, then this Declaration of Covenants shall have no force and effect as to the amendment of DSP-02027 or to the preliminary plan and DSP for 8350, and the City's obligation to support the said plans shall be null and void.

4. Prior to or concurrent with the submission of any detailed site plans, the Applicants will forward copies for the City to review. The City shall generally support the approval of plans as long as they are found by the City to be in substantial conformance with the development plans for the View Property DSP amendment and the new 8350 Property DSP hereafter previously shown to and endorsed by the City and with the Sector Plan, as generally reflected in attached Exhibits B (concept drawings) and C (chart of heights and units). The City retains the right throughout the development process to comment on, object to, recommend conditions and/or appeal issues not previously addressed and issues that have not yet arisen due to the current stage of development plans, including but not limited to building height and placement, mix of uses, traffic and vehicle circulation, and exterior design provided that it will not unreasonably withhold consent and comments will be consistent with previous agreements. The City further acknowledges that a conformance finding is not to be unreasonably withheld.

5. Provided that the Applicants are not in default of this Declaration of Covenants, the City shall not appeal or institute, participate or support any litigation with respect to anything covered by and in compliance with this Declaration of Covenants. Provided

that the City is not in default of this Declaration of Covenants, the Applicants shall not appeal or institute, participate or support any litigation against the City with respect to anything covered by and in compliance with this Declaration of Covenants.

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

7. In the event that the undeveloped part of the property in front of the existing University View is developed as student housing and subsequently sold to any non-taxable entity, so that the property is no longer subject to real property taxes, then the Applicants and each of them (or any related successors or assigns), shall make a single payment to the City at the time of sale in an amount equal to the present value (the discount factor being 10%), calculated at time of sale, of the real property taxes which would be due the City for (1) the remainder of the term of any lease then in effect with any non-taxable entity, or (2) for a period of ten years, whichever is greater, the taxes to be computed based upon the sales price of the property with improvements. In the event that the 8400 Property, the 8320 Property, or the 8350 Property collectively, is developed as student housing and subsequently sold to any non-taxable entity, so that the properties or any of them are no longer subject to real property taxes, the entity(ies) purchasing the properties and each of them (or any successors or assigns) shall be liable to make an annual payment in perpetuity to the City in an amount equal to the annual real property taxes on the property and any improvements, based on assessed value, it being the intent of the parties that the City not be deprived of this income regardless of the tax status of any owner and that this obligation shall run with the land. Anything to the contrary notwithstanding, the Applicant's obligation set forth herein shall terminate

upon the sale of the property by the owner to an arms length third party purchaser, provided the property is still subject to real property taxes immediately following such sale. Further, the requirement set forth herein shall not apply in the event the property is obtained by any non-taxable entity via the process of right-of-way dedication, eminent domain or condemnation. The owner shall notify the City in writing upon the closing of any sale to a third party purchaser, or upon receipt of legal process instituting any action of eminent domain or condemnation.

8. It is recognized that this Declaration of Covenants is made prior to the approval of the preliminary plan and detailed site plans for the project. This Declaration of Covenants may be amended to include any conditions adopted by the Planning Board and/or the District Council in the approval of the detailed site plan, by the mutual agreement of the parties, which shall not be unreasonably withheld. Further, neither this Declaration of Covenants nor any agreement between the parties shall prevent the City from negotiating the resolution of issues that arise from the DSP process that were not previously addressed in any conceptual site plan, preliminary plan or detailed site plan process provided that it will not unreasonably withhold consent and comments will be consistent with previous agreements.

9. Applicants shall use their reasonable best efforts in concert with the City's efforts to enlarge the Berwyn House Road access point at Baltimore Avenue to ensure that a safe, accessible entrance/exit at a traffic light at Berwyn House Road shall be constructed as part of the development of the properties. Said intersection improvements shall be the responsibility of the applicant and shall be funded by the applicant, or at the applicant's option, by entities other than the City.

10. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the property and/or the Applicants pursuant to the provisions of this Agreement. The parties agree that if the Applicants should breach the terms of the Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event the City is required to enforce this Agreement and the Applicants, or either of them, is determined by final non-appealable decision of court of competent jurisdiction to have violated any provision of this Agreement, the responsible Applicant will reimburse the City for all reasonable costs of the proceeding including reasonable attorneys' fees. Should the Applicants or either of them prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse the Applicants for all reasonable costs of the proceeding including reasonable attorneys' fees.

11. The Applicant shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed by the City pursuant to the provisions of this Agreement. In the event the Applicant is required to enforce this Agreement and the City, is determined by final non-appealable decision of court of competent jurisdiction to have violated any provision of this Agreement, the City will reimburse the Applicant for all reasonable costs of the proceeding including reasonable attorneys' fees. Should the City prevail in any action brought by the Applicant to enforce a provision of this

Agreement, the Applicant shall reimburse the City for all reasonable costs of the proceeding including reasonable attorneys' fees.

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

13. Provided the Property(ies) is developed with student housing, this Property shall be held, conveyed, encumbered, sold, leased, rented, used, and/or occupied subject to the terms and provisions of this Declaration of Covenants, which shall run with the land. If not, this Declaration of Covenants shall be of no further force or effect.

14. Neither any failure nor any delay on the part of the City or of Applicants in exercising any right, power or remedy hereunder or under applicable law shall operate as a waiver thereof nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

15. This Declaration of Covenants shall be binding upon, and shall inure to the benefit of, the respective affiliates participating in the project, transferees, successors and assigns of the parties hereto.

16. All notices given hereunder shall be in writing and shall be deemed to have been given when hand delivered upon delivery, in the event of mailing, three (3) days after deposit with the United States Postal Service, as registered or certified mail, return receipt requested, postage prepaid, in the event of delivery by overnight service, on

30306 328

the date the service provider confirms as the delivery date, and if by facsimile, on the date indicated on a confirmation sheet indicating successful transmission, addressed:

(i) If to University View Partners LLC:

C/O Otis Warren
10 S. Howard Street, Suite 110
Baltimore, Maryland 21201

(ii) If to 8400 Baltimore Ave LLC:

C/O Otis Warren
10 S. Howard Street, Suite 110
Baltimore, Maryland 21201

(iii) If to 8320 Associates LLC:

C/O Otis Warren
10 S. Howard Street, Suite 110
Baltimore, Maryland 21201

(iv) If to the City:

City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740

with copy to:

Suellen M. Ferguson, Esquire
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street
4th Floor
Annapolis, Maryland 21404

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

19. This Declaration of Covenants shall be construed in accordance with and governed by the laws of the State of Maryland.

20. Applicants' obligations are subject to and contingent upon final approval of the aforesaid revised DSP -02027 and of any detailed site plan for the 8400 Property and the 8350 Property by MNCPPC and the Planning Board. In the event that the revised DSP and the DSP for the 8350 Property are approved, then if the Applicants or either of them convey any rights to the 8400 Property, the Quick Lane Property and the undeveloped property in front of the existing University View, the Applicants agree that any such Property shall be conveyed subject to the provisions of this Declaration of Covenants and that the Declaration of Covenants contained herein shall be effective immediately as to the Applicants and shall be binding on their heirs, successors and assigns.

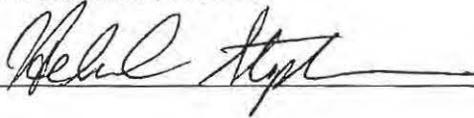
21. The parties recognize that the current development proposal may be revised to include the use of a publicly dedicated right of way in the City designated as Osage Street, and the installation of a traffic light at the intersection of Osage Street, Berwyn House Road and Route 1, as part of the proposed access for the development. The parties further recognize that this access plan may not be approved, or once approved, may not be permitted for construction. In this event, the Applicants may apply for administrative amendment of the DSP required for an alternate access plan only if the prior concurrence of the City is obtained. If the concurrence of the City is not obtained, any amendment of the DSP for this purpose must be through public hearing before the Prince George's County Planning Board and, as appropriate, the District Council.

30306 330

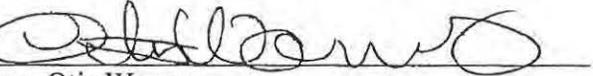
obtained, any amendment of the DSP for this purpose must be through public hearing before the Prince George's County Planning Board and, as appropriate, the District Council.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

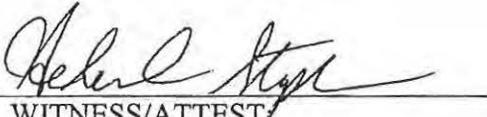
WITNESS/ATTEST:



UNIVERSITY VIEW PARTNERS LLC

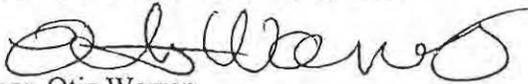
By: 

Name: Otis Warren
Title: Member



WITNESS/ATTEST:

8400 BALTIMORE AVENUE, LLC

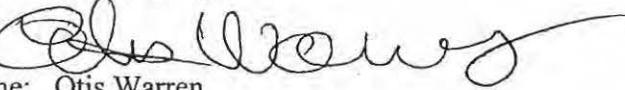
By: 

Name: Otis Warren
Title: Member



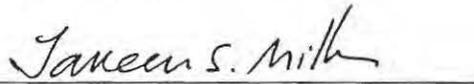
WITNESS/ATTEST:

8320 ASSOCIATES, LLC

By: 

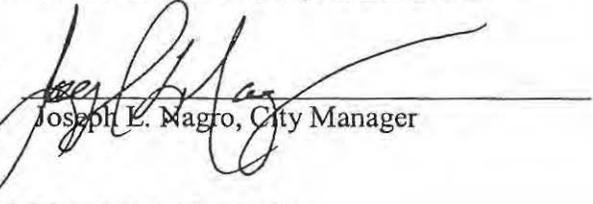
Name: Otis Warren
Title: Member

WITNESS/ATTEST:



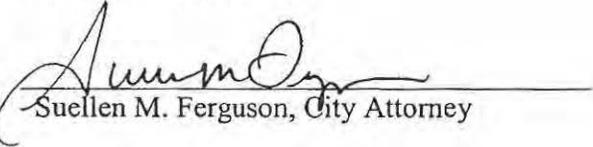
Janeen S. Miller, City Clerk

CITY OF COLLEGE PARK, MARYLAND

By: 

Joseph E. Magro, City Manager

APPROVED AS TO FORM:

By: 

Suellen M. Ferguson, City Attorney

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) PM 30306, p. 0330, MSA_CE64_30611. Date available 01/27/2009. Printed 11/06/2015.

STATE OF MARYLAND)
) SS
COUNTY OF BALTIMORE)

I, HELEN C. STEPHENSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that Otis Warren, a Member of **8400 Baltimore Ave LLC**, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of OCTOBER 2008.



Helen C. Stephenson
Notary Public
My Commission Expires: AUGUST 19, 2012

STATE OF MARYLAND)
) SS
COUNTY OF BALTIMORE)

I, HELEN C. STEPHENSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that Otis Warren, a member of **8320 Associates, LLC**, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of OCTOBER 2008.

Helen C. Stephenson
Notary Public
My Commission Expires: AUGUST 19, 2012

STATE OF MARYLAND)
) SS
COUNTY OF BALTIMORE)

I, HELEN C. STEPHENSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that Otis Warren, a member of **University View Partners LLC** personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and

PRINCE GEORGES COUNTY CIRCUIT COURT (Land Records) PM 30306 p. 0331 MSA_CE64_30811, Date available 01/27/2009, Printed 1/06/2015

delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of OCTOBER 2008.

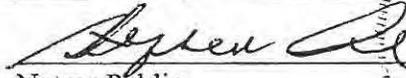

Notary Public
My Commission Expires: AUGUST 19 2012

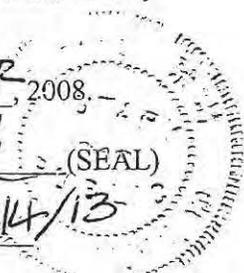
STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

I STEPHEN GROH, a Notary Public in the State and County aforesaid, DO HEREBY CONFIRM that Joseph L. Nagro, who acknowledged himself to be the City Manager of the City of College Park, personally known to me to be there person whose name is subscribed to the foregoing instrument, appeared before me this day and that he, as such City Manager, being authorized so to do, executed the foregoing Declaration of Covenants for the purposes therein contained by signing, in my presence, the name of said City of College Park, by himself, as City Manager.

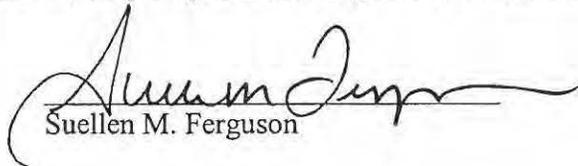
GIVEN under my hand and notarial seal this 22ND day of DECEMBER, 2008.


Notary Public
My Commission Expires: 01/14/13



ATTORNEY CERTIFICATION

THIS IS TO CERTIFY that the foregoing and attached instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals in the State of Maryland.


Suellen M. Ferguson

After recording return to:
Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan
125 West Street, 4th Floor
P.O. Box 2289
Annapolis, MD 21404

EXHIBIT 4

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) PM 30874, p. 0414, MSA_CE64_31179, Date available 08/12/2009, Printed 11/08/2010

Clerk of the
Circuit Court

2009 AUG 10 PM 4:26
PRINCE GEORGE'S COUNTY CIRCUIT COURT

AMENDMENT TO DECLARATION OF COVENANTS AND AGREEMENT
THIS AMENDMENT TO DECLARATION OF COVENANTS AND AGREEMENT (this "Amendment") is effective this 12th day of May, 2009 by and between UNIVERSITY VIEW PARTNERS LLC ("University View"), 8400 BALTIMORE AVENUE LLC ("8400" or collectively with 8320, "Applicants"), 8320 ASSOCIATES LLC ("8320", or collectively with 8400 "Applicants"), 8300 BALTIMORE AVENUE LLC ("8300") and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

WHEREAS, University View is the owner of property, located at 8204 Baltimore Avenue (the "View Property"), which, prior to final Plat of Re-subdivision recorded February 4, 2009 as Plat No. 75 in Plat Book PM 229, also included the property now known as 8300 Baltimore Avenue, also known as University Overlook, also known as University View II ("View II"); and

IMP FD SURE \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00
Rec'd PG13 Rcpt#339999
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WHEREAS, 8300 is the owner of the View II Property; and

WHEREAS, 8400 is the owner of property consisting of 2.2 acres, located at 8400 Baltimore Avenue (the "8400 Property"); and

WHEREAS, 8320 expects to purchase a site directly southeast of the 8400 Property, now currently occupied by an automotive service facility, consisting of .8215 acres, located at 8320 Baltimore Avenue (the "Quick Lane Property"); and

WHEREAS, University View obtained an amendment to the previously approved DSP-02027 to allow construction of a 12 story building intended for student rental housing with first floor retail and no additional parking (View II) in lieu of construction of an office building and asked the City to recommend approval of said amendment to the Prince

George's County Planning Board ("Planning Board") and the District Council for Prince George's County, Maryland, and to generally support a revised View Property DSP consistent with this concept. The City agreed to make said recommendations upon certain conditions which were included in a Declaration of Covenants and Agreement dated April 17, 2008 and recorded at Libor 30306, Page 319 ("Declaration") and a Deed of Access, Use and Parking Easement dated April 17, 2008 and recorded at Libor 29877, Page 233 ("Easement") by and among all the parties to this Amendment, except 8300, both of which documents are incorporated herein by reference as if fully set forth except as amended herein; and

WHEREAS, 8400 and 8320 previously asked the City to recommend approval of the concept of an assemblage of the 8400 Property and the Quick Lane Property for development of student housing, retail and parking at (as assembled, the "8350 Property") to the Planning Board and the District Council for Prince George's County, Maryland, and to generally support an 8350 DSP consistent with this concept and the City agreed to make said recommendations upon certain conditions which are included in the said Declaration and Easement; and

WHEREAS, the said Declaration, among other things, made provision for the 111 (which the City acknowledges and agrees is now reduced to 109) spaces that were not provided for in the construction of the revised DSP 02027, requiring that spaces be provided in a parking garage contemplated for the 8350 Property; and

WHEREAS, 8400 and 8320 have now applied for a detailed site plan for an assemblage of the 8350 Property to construct a nine story building to include student

rental housing with first floor retail and a separate above grade parking garage (the "DSP 08080"); and

WHEREAS, the City retained in the Declaration the right, throughout the development process, to comment on, object to, recommend conditions and/or appeal issues not previously addressed and issues that have not yet arisen due to the current stage of development plans, including but not limited to building height and placement, mix of uses, traffic and vehicle circulation, and exterior design, provided that it would not unreasonably withhold consent and comments would be consistent with previous agreements; and

WHEREAS, 8400 and 8320 have asked the City to recommend approval of DSP 08080, for the Project to the Planning Board and the District Council for Prince George's County, Maryland; and

WHEREAS, the City has agreed to make said recommendation upon certain conditions, which shall be executed by Developer in the form of this Amendment to Declaration of Covenants and Agreement and a Mutual Deed of Access, Use and Ingress/Egress Easement Agreement, all of which are covenants running with the land, as set forth below and in the Mutual Deed of Access, Use and Ingress/Egress Easement Agreement, which covenants may be enforced by the City.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Declaration dated

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April 17, 2008 between the City and University View Partners LLC, 8400 Baltimore Avenue LLC, and 8320 Associates LLC, be and it is hereby amended to include 8300 Baltimore Avenue LLC as a party to the Declaration, and is further amended as follows:

1. The Recitals set forth above, as well as the foregoing "NOW, THEREFORE," clause, are incorporated herein as operative provisions of this Amendment.

2. Paragraph 16 of the Declaration is hereby repealed in its entirety and shall be replaced with the following language:

16. All notices given hereunder shall be in writing and shall be deemed to have been given when hand delivered upon delivery, in the event of mailing, three (3) days after deposit with the United States Postal Service, as registered or certified mail, return receipt requested, postage prepaid, in the event of delivery by overnight service, on the date the service provider confirms as the delivery date, and if by facsimile, on the date indicated on a confirmation sheet indicating successful transmission, addressed:

- (i) If to University View:
c/o Clark Enterprises, Inc.
15th Floor
7500 Old Georgetown Road
Bethesda, MD 20814
Attn: Rebecca L. Owen, Esq.
- (ii) If to 8400:
c/o Clark Enterprises, Inc.
15th Floor
7500 Old Georgetown Road
Bethesda, MD 20814
Attn: Rebecca L. Owen, Esq.
- (iii) If to 8320:
c/o Clark Enterprises, Inc.
15th Floor

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7500 Old Georgetown Road
Bethesda, MD 20814
Attn: Rebecca L. Owen, Esq.

(iv) If to 8300:
c/o Clark Enterprises, Inc.
15th Floor
7500 Old Georgetown Road
Bethesda, MD 20814
Attn: Rebecca L. Owen, Esq.

(v) If to the City of College Park
City Manager
4500 Knox Road
College Park, MD 20740

with copy to:

Suellen M. Ferguson, Esquire
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street
4th Floor
Annapolis, Maryland 21404

3. Paragraph 22 is hereby added to the Declaration:

22. When a procedure is established whereby property owners and their heirs, successors and assigns on US 1 in College Park are required to pay their pro rata share toward the cost of placing underground all utilities crossing their properties, payment of its share, not to exceed \$200,000, shall be made by Applicants within thirty days to an escrow account to be created by the City of College Park. If such a requirement is not established by January 1, 2019, this condition expires.

4. Paragraph 23 is hereby added to the Declaration:

23. Prior to issuance of the use and occupancy permit for phase 1, the applicant shall enter into an agreement with the University of Maryland, and provide a copy to the City of College Park and Prince George's County, for:

- a. Provision of shuttle service to the subject property.
- b. The applicant shall pursue the establishment of a bike sharing program with the University of Maryland or other entities adjacent to the site. If this program is not implemented by the time of building permit for phase

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2, then the applicant shall provide 45 bike spaces in addition to the 104 spaces already on site.

c. Provision of overflow parking spaces on campus.

5. Paragraph 24 is hereby added to the Declaration:

24. University View hereby grants and conveys to 8400, 8320 and 8300, their respective successors, successors-in-title and assigns, a perpetual, non-exclusive access, use and ingress/egress easement, appurtenant to the 8350 Property and the View II Property, for vehicular and pedestrian passage across the View Property by 8400, 8320 and 8300 and their invitees, licensees, suppliers, tenants, customers, employees and invitees of such tenants for purposes of accessing the intersection of Route 1 and Navahoe Street and of accessing the signalized intersection at Route 1 and Berwyn House Road for so long as such intersections exist. Such use easement shall be subject to restrictions and suspension as reasonably necessary for maintenance, repairs, relocation, utility work and safety concerns. This non-exclusive easement includes vehicular and pedestrian ingress and egress to and from the 8350 Property and the View II Property over, upon and across the View Property, and any subdivision thereof, in perpetuity, for purposes of access to the said intersection, called the "Access Easement Area", more particularly described on Exhibit E attached hereto.

6. Paragraph 25 is hereby added to the Declaration:

25. 8300 hereby grants and conveys to 8400, 8320 and University View, their respective successors, successors-in-title and assigns, a perpetual, non-exclusive access, use and ingress/egress easement, appurtenant to the 8350 Property and the View Property, for vehicular and pedestrian passage across the View II Property by 8400, 8320 and University View and their invitees, licensees, suppliers, tenants, customers, employees and invitees of such tenants for purposes of accessing the intersection of Route 1 and Navahoe Street and of accessing the signalized intersection at Route 1 and Berwyn House Road for so long as such intersections exist. Such use easement shall be subject to restrictions and suspension as reasonably necessary for maintenance, repairs, relocation, utility work and safety concerns. This non-exclusive easement includes vehicular and pedestrian ingress and egress to and from the 8350 Property and the View Property over, upon and across the View II Property, and any subdivision thereof, in perpetuity, for purposes of access to the said intersection, called the "Access Easement Area", more particularly described on Exhibit F attached hereto.

7. Paragraph 26 is hereby added to the Declaration:

26. The Applicants shall, at a minimum, construct a total of 470 parking spaces (462 garage spaces, 8 surface spaces). The parking spaces required by Phase I of

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the project total 182 spaces (including the 20% reduction). Due to the fact that said garage will also provide 109 spaces for use by off-site residents, prior to issuance of a building permit for phase 2, an analysis of parking for the project both on- and off-site shall be presented to the City of College Park and Prince George's County. Measures to address any parking shortage shall be required including parking on the University of Maryland campus. In the event University of Maryland does not satisfy this parking shortage, other options shall be pursued including enlarging the garage, increasing shuttle bus service or other measures to reduce parking demand.

8. Paragraph 27 is hereby added to the Declaration:

27. The Applicants shall provide the University of Maryland Department of Transportation Services with Identification Numbers of lessees so that permits to park on campus are not issued to residents that have secured parking at the subject property.

9. All other provisions of the aforementioned Declaration of Covenants and Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS:

UNIVERSITY VIEW PARTNERS LLC

By: CEI Realty, Inc., Manager



By: 
Name: Rebecca L. OWEN
Title: SR Vice President

WITNESS:

8400 BALTIMORE AVENUE LLC

By: CEI Realty, Inc., Manager



By: 
Name: Rebecca L. OWEN
Title: SR Vice President

PRINCE GEORGES COUNTY CIRCUIT COURT (Land Records) PM 30874, p. 0420, MSA_CE04_31179, Date available 08/12/2009, Printed 11/06/2010.

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WITNESS:

8320 ASSOCIATES LLC

By: CEI Realty, Inc., Manager



By: 
Name: REBECCA L. OWEN
Title: SR. VICE PRESIDENT

[signatures continued on next page]

STATE OF MARYLAND)
) SS
COUNTY OF Montgomery)

I, Paulette C. Andrews, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that Rebecca L. Owen, the Vice President of CEI Realty, Inc., Manager of **8400 Baltimore Ave LLC**, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of July 2009.



PAULETTE C. ANDREWS
Notary Public, State of Maryland
County of Prince George's
My Commission Expires April 9, 2012

Paulette C. Andrews
Notary Public
My Commission Expires: April 9, 2012

STATE OF MARYLAND)
) SS
COUNTY OF Montgomery)

I, Paulette C. Andrews, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that Rebecca L. Owen, the Vice President of CEI Realty, Inc., Manager of **8320 Associates LLC**, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of July 2009.



PAULETTE C. ANDREWS
Notary Public, State of Maryland
County of Prince George's
My Commission Expires April 9, 2012

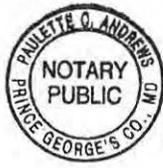
Paulette C. Andrews
Notary Public
My Commission Expires: April 9, 2012

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STATE OF MARYLAND)
) SS
COUNTY OF Montgomery)

I, Paulette C. Andrews, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CONFIRM that Rebecca L. Owen, the Vice President of CEI Realty, Inc., Manager of 8300 Baltimore Avenue LLC personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of July 2009.



PAULETTE C. ANDREWS
Notary Public, State of Maryland
County of Prince George's
My Commission Expires April 9, 2012

Paulette C. Andrews
Notary Public
My Commission
Expires: APRIL 9, 2012

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I STEPHEN GROH, a Notary Public in the State and County aforesaid, DO HEREBY CONFIRM that Joseph L. Nagro, who acknowledged himself to be the City Manager of the City of College Park, personally known to me to be there person whose name is subscribed to the foregoing instrument, appeared before me this day and that he, as such City Manager, being authorized so to do, executed the foregoing Declaration of Covenants for the purposes therein contained by signing, in my presence, the name of said City of College Park, by himself, as City Manager.

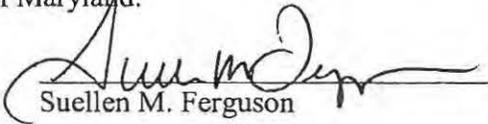
GIVEN under my hand and notarial seal this 16th day of JULY 2009.

Stephen Groh (SEAL)
Notary Public
My Commission Expires: 07/14/13

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) PM 30874, p. 0424, MSA_CE64_31179. Date available 08/12/2009. Printed 11/06/2010.

ATTORNEY CERTIFICATION

THIS IS TO CERTIFY that the foregoing and attached instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals in the State of Maryland.


Suellen M. Ferguson

After recording return to:
Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan
125 West Street, 4th Floor
P.O. Box 2289
Annapolis, MD 21404

30874 426

EXHIBIT E

[SITE PLAN SHOWING ACCESS EASEMENT AREA]

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EXHIBIT "E.1" AND "E.2"
PEDESTRIAN ACCESS EASEMENTS
PARCEL B
UNIVERSITY OUTLOOK

Being two (2) strips or parcels of land located in the Twenty First (21st) Election District of Prince George's County, Maryland and being part of the following two (2) conveyances

1. Route One Partners LLC to University View Partners, LLC by deed dated June, 2003 and recorded in Liber 17652 at Folio 51.
2. State of Maryland for the Use of the University System of Maryland For The Benefit of It's Constituent Institution, University of Maryland, College Park to University View Partners LLC by deed dated October 29, 2003 in Liber 18289 at Folio 272.

Both as recorded among the Land Records of Prince George's County, Maryland and also being part of Parcel "B" as delineated on a Plat of Resubdivision entitled "UNIVERSITY OVERLOOK" as recorded among the aforesaid Land Records in Plat Book PM 229 at Plat No. 75 and being more particularly described in the Maryland State Plane NAD 83/91 Datum in two (2) parts by Macris, Hendricks and Glascock, P.A. as follows:

PART ONE:

Beginning at a point on the westerly right-of-way limits of Baltimore Avenue (US Route 1), said point also being on the easterly or South 18°50'53" West, 86.61 foot line of the aforesaid Parcel B, 27.45 feet southerly from the northerly end thereof, then binding with said line and the westerly limits of said Baltimore Avenue

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1. South $18^{\circ}50'53''$ West, 8.66 feet to a point, then leaving said Baltimore Avenue to cross and include part of said Parcel B the following fourteen (14) courses
2. 12.43 feet along the arc of a curve deflecting to the right, having a radius of 29.33 feet and a chord bearing and length of North $78^{\circ}03'59''$ West, 12.34 feet to a point of reverse curvature, then
3. 104.27 feet along the arc of a curve deflecting to the left, having a radius of 526.67 feet and a chord bearing and length of North $71^{\circ}35'41''$ West, 104.10 feet to a point of compound curvature, then
4. 12.27 feet along the arc of a curve deflecting to the left, having a radius of 200.67 feet and a chord bearing and length of North $79^{\circ}01'06''$ West, 12.27 feet to a point, then
5. South $04^{\circ}56'31''$ West, 35.06 feet to a point, said point being on the northerly limits of Parcel "C" as delineated on the aforesaid plat, then binding with said northerly limits of Parcel "C"
6. North $71^{\circ}09'01''$ West, 3.91 feet to a point, then leaving said northerly limits of Parcel "C" and continuing to cross and include part of Parcel "B"
7. North $04^{\circ}59'53''$ East, 34.36 feet to a point, then

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8. 5.95 feet along the arc of a curve deflecting to the left, having a radius of 200.67 feet and a chord bearing and length of North $82^{\circ}41'46''$ West, 5.95 feet to a point, then
9. North $83^{\circ}32'43''$ West, 2.51 feet to a point, then
10. North $06^{\circ}27'17''$ East, 11.33 feet to a point, said point being on the northerly platted limits of said Parcel "B", then binding with said northerly limits
11. South $83^{\circ}32'43''$ East, 14.27 feet to a point, then leaving said northerly limits and continuing to cross and include part of said Parcel "B"
12. South $06^{\circ}27'17''$ West, 3.66 feet to a point, then
13. 11.11 feet along the arc of a curve deflecting to the right, having a radius of 208.67 feet and a chord bearing and length of South $78^{\circ}47'28''$ East, 11.11 feet to a point of compound curvature, then
14. 105.85 feet along the arc of a curve deflecting to the right, having a radius of 534.67 feet and a chord bearing and length of South $71^{\circ}35'41''$ East, 105.68 feet to a point of reverse curvature, then
15. 11.88 feet along the arc of a curve deflecting to the left, having a radius of 21.33 feet and a chord bearing and length of South $81^{\circ}52'36''$ East, 11.73 feet to the point of beginning; containing 1,317 square feet or 0.03024 of an acre of

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land and as delineated on Exhibit "E.1" attached hereto and made a part hereof by this reference.

PART TWO:

Beginning at a point on the westerly right-of-way limits of Baltimore Avenue (US Route 1), said point also being at the easterly end of the common or North 88°47'25" West, 29.90 foot line of Parcels B and C as delineated on the aforesaid plat, then binding with the said Baltimore Avenue right-of-way

1. South 19°19'28" West, 1.27 feet to a point, then leaving said Baltimore Avenue to cross and include part of said Parcel "B"
2. North 84°28'16" West, 16.06 feet to a point, said point being on the aforementioned common line between Parcels B and C, then binding with said line
3. South 88°47'25" East, 16.41 feet to the point of beginning; containing 10 square feet or 0.00023 of an acre of land and as delineated on Exhibit "E.2" attached hereto and made a part hereof by this reference.

Parcel I.D. = 21-3996428

Certified correct to the best of my professional knowledge, information and belief and this description was prepared by me and is in conformance with Title 9, Subtitle 13, Chapter 6, Section .12 of the Minimum Standards of Practice for Land Surveyors. If the seal and signature are not violet colored, the document is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

Douglas H. Riggs III

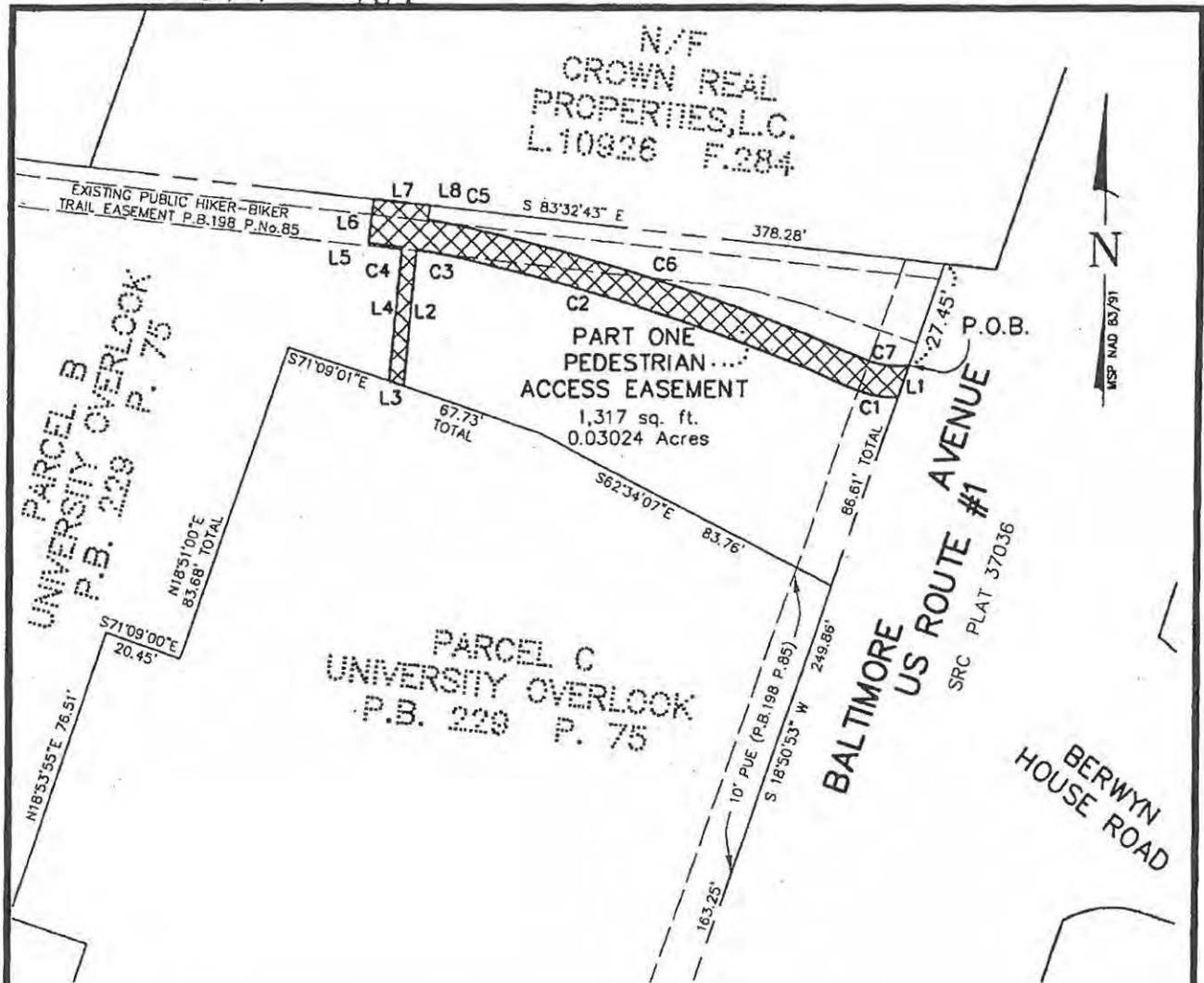
Macris, Hendricks & Glascock, P.A.
Douglass H. Riggs, III, Professional Land Surveyor
Maryland Registration No. 10712



PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) PM 30874, p. 0430, MSA_CE64_31179, Date available: 06/12/2009, P:\m\m\15

PRINCE GEORGES COUNTY CIRCUIT COURT (Land Records) PM 30874 p. 0431, MSA_CE64_31179, Date available 08/12/2009, Printed 1/05/2015.

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CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
C1	29.33'	12.43'	24°17'10"	6.31'	N 78°03'59" W	12.34'
C2	526.67'	104.27'	11°20'35"	52.30'	N 71°35'41" W	104.10'
C3	200.67'	12.27'	3°30'15"	6.14'	N 79°01'06" W	12.27'
C4	200.67'	5.95'	1°41'54"	2.97'	N 82°41'46" W	5.95'
C5	208.67'	11.11'	3°02'59"	5.55'	S 78°47'28" E	11.11'
C6	534.67'	105.85'	11°20'35"	53.10'	S 71°35'41" E	105.68'
C7	21.33'	11.88'	31°54'25"	6.10'	S 81°52'36" E	11.73'

The easement providing for pedestrian access to the signalized intersection at Berwyn House Road and Baltimore Ave. (U.S. Route 1) are limited to the cross-hatched area on this exhibit (the "Access Easement Area").

EXHIBIT "E.1"
PART ONE
PEDESTRIAN ACCESS EASEMENT
UNIVERSITY OVERLOOK
PARCEL "B"

SCALE 1"=40' JULY, 2009
 MONTGOMERY COUNTY, MARYLAND

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 18°50'53" W	8.66'
L2	S 04°56'31" W	35.06'
L3	N 71°09'01" W	3.91'
L4	N 04°59'53" E	34.36'
L5	N 83°32'43" W	2.51'
L6	N 06°27'17" E	11.33'
L7	S 83°32'43" E	14.27'
L8	S 06°27'17" W	3.66'

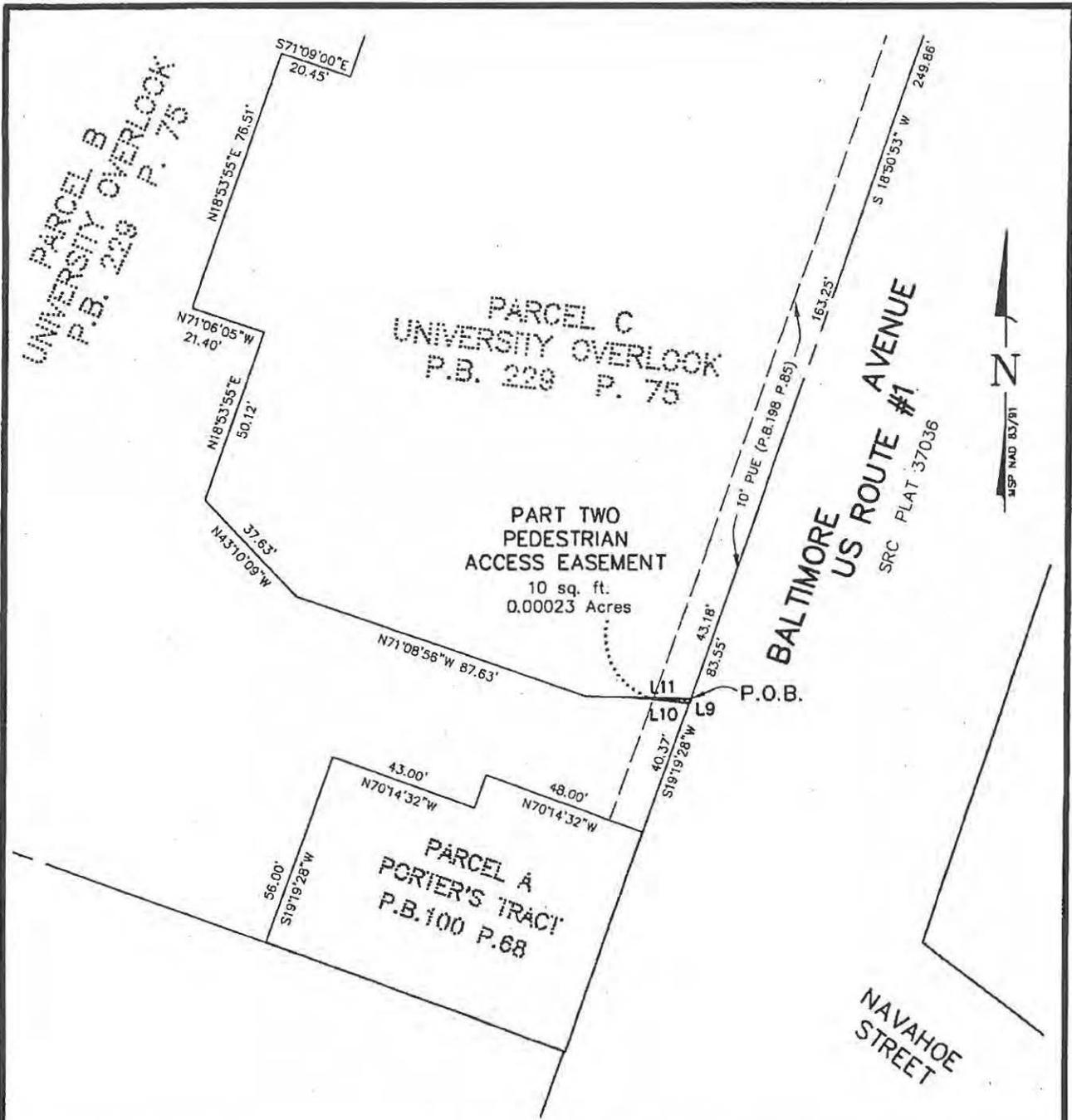
MHG Macris, Hendricks & Glascock, P.A.
 Engineers • Planners
 Landscape Architects • Surveyors

8220 Wightman Road, Suite 126
 Montgomery Village, Maryland
 20886-1270

Phone 301.570.0840
 Fax 301.948.0993
 www.mhgapa.com

JOB NO. 2002.103.33.36

EP_33_36.dwg



The easement providing for pedestrian access to the intersection at Navahoe Street and Baltimore Ave. (U.S. Route 1) are limited to the cross-hatched area on this exhibit (the "Access Easement Area").

EXHIBIT "E.2"
PART TWO
PEDESTRIAN ACCESS EASEMENT
UNIVERSITY OVERLOOK
PARCEL "B"

SCALE 1"=40' JULY, 2009
 MONTGOMERY COUNTY, MARYLAND

LINE TABLE		
LINE	BEARING	DISTANCE
L9	S 19°19'28" W	1.27'
L10	N 84°28'16" W	16.06'
L11	S 88°47'25" E	16.41'

MHG Macris, Hendricks & Glascock, P.A.
 Engineers • Planners
 Landscape Architects • Surveyors

9220 Wightman Road, Suite 120
 Montgomery Village, Maryland
 20888-1279

Phone 301.870.0840
 Fax 301.948.0693
 www.mhgapa.com

JOB NO. 2002.103.33.36

EP_33_36.dwg

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EXHIBIT "E.3" AND "E.4"
VEHICLE ACCESS EASEMENTS
PARCEL "B"
UNIVERSITY OVERLOOK

Being two (2) strips or parcels of land located in the Twenty First (21st) Election District of Prince George's County, Maryland and being part of the following two (2) conveyances:

1. Route One Partners LLC to University View Partners, LLC by deed dated June, 2003 and recorded in Liber 17652 at Folio 51.
2. State of Maryland for the Use of the University System of Maryland For The Benefit of It's Constituent Institution, University of Maryland, College Park to University View Partners LLC by deed dated October 29, 2003 in Liber 18289 at Folio 272.

Both as recorded among the Land Records of Prince George's County, Maryland and also being part of Parcel "B" as delineated on a Plat of Resubdivision entitled "UNIVERSITY OVERLOOK" as recorded among the aforesaid Land Records in Plat Book PM 229 at Plat No. 75 and being more particularly described in the Maryland State Plane NAD 83/91 Datum by Macris, Hendricks and Glascock, P.A. in two (2) parts as follows:

PART ONE:

Beginning at a point on the westerly right-of-way limits of Baltimore Avenue (US Route 1), said point also being at the end of the common or South 62°34'07" East, 83.76 foot line of Parcels B and C as delineated on the aforesaid plat, then leaving said Baltimore Avenue and binding with the common lines between said Parcels B and C:

1. North 62°34'07" West, 83.76 feet to a point, then
2. North 71°09'01" West, 67.73 feet to a point, then
3. South 18°51'00" West, 42.92 feet to a point, then leaving the common line between said Parcels B and C to cross and include part of said Parcel B
4. North 06°27'17" East, 45.91 feet to a point, then
5. North 83°24'05" West, 21.42 feet to a point, then
6. North 06°27'17" East, 36.03 feet to a point, said point being on the northerly platted limits of said Parcel "B", then binding with said northerly limits

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7. South $83^{\circ}32'43''$ East, 61.52 feet to a point, then leaving said northerly limits and continuing to cross and include part of said Parcel "B"
8. South $06^{\circ}27'17''$ West, 12.35 feet to a point, then
9. 10.16 feet along the arc of a curve deflecting to the right, having a radius of 200.00 feet and a chord bearing and length of South $78^{\circ}43'15''$ East, 10.16 feet to a point of compound curvature, then
10. 104.13 feet along the arc of a curve deflecting to the right, having a radius of 526.00 feet and a chord bearing and length of South $71^{\circ}35'41''$ East, 103.96 feet to a point of reverse curvature, then
11. 12.49 feet along the arc of a curve deflecting to the left, having a radius of 30.00 feet and a chord bearing and length of South $77^{\circ}50'44''$ East, 12.40 feet to a point, said point being on the westerly limits of the aforementioned Baltimore Avenue, then binding with said westerly limits
12. South $18^{\circ}50'53''$ West, 49.79 feet to the point of beginning; containing 7,724 square feet or 0.17733 of an acre of land and as delineated on Exhibit "E.3" attached hereto and made a part hereof by this reference

PART TWO:

Beginning at a point on the westerly right-of-way limits of Baltimore Avenue, said point also being on the easterly or South $19^{\circ}19'28''$ West, 40.37 foot line of Parcel "B", 3.88 feet southwesterly from the northeasterly end thereof, then binding with said line and the westerly limits of Baltimore Avenue

1. South $19^{\circ}19'28''$ West, 20.02 feet to a point, then leaving said Baltimore Avenue to cross and include part of said Parcel "B"
2. 6.54 feet along the arc of a curve deflecting to the left, having a radius of 25.00 feet and a chord bearing and length of North $74^{\circ}26'23''$ West, 6.52 feet to a point, then
3. North $82^{\circ}06'06''$ West, 15.49 feet to a point, then

4. 19.12 feet along the arc of a curve deflecting to the right, having a radius of 100.00 feet and a chord bearing and length of North 76°37'31" West, 19.09 feet to a point, then
5. North 71°08'56" West, 108.47 feet to a point, then
6. North 18°53'55" East, 37.65 feet to a point, said point being at the end of the North 43°10'09" West, 37.63 foot line common to Parcels "B" and "C" as delineated on the aforesaid plat, then binding with the common lines between said Parcels B and C
7. South 43°10'09" East, 37.63 feet to a point, then
8. South 71°08'56" East, 87.63 feet to a point, then
9. South 88°47'25" East, 7.74 feet to a point, then leaving said common line between said parcels "B" and "C" and continuing to cross and include part of Parcel "B"
10. South 82°06'06" East, 10.81 feet to a point, then
11. 10.53 feet along the arc of a curve deflecting to the right, having a radius of 45.00 feet and a chord bearing and length of South 75°23'56" East, 10.50 feet to the point of beginning; containing 3,280 square feet or 0.07529 of an acre of land and as delineated on Exhibit "E.4" attached hereto and made a part hereof by this reference

Parcel I.D. = 21-3996428

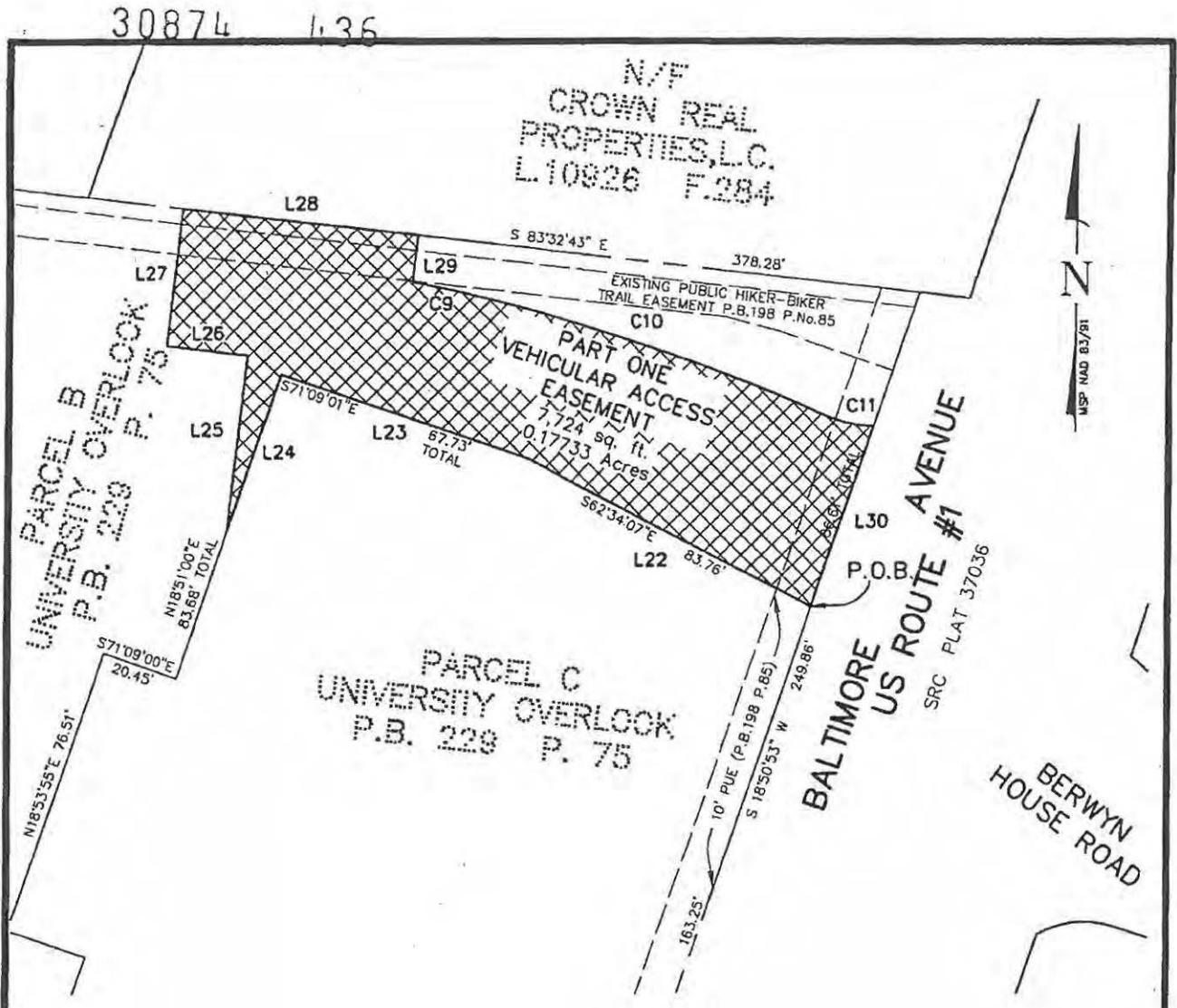
Certified correct to the best of my professional knowledge, information and belief and this description was prepared by me and is in conformance with Title 9, Subtitle 13, Chapter 6, Section .12 of the Minimum Standards of Practice for Land Surveyors. If the seal and signature are not violet colored, the document is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

Douglas H. Riggs III

Macris, Hendricks & Glascock, P.A.
Douglass H. Riggs, III, Professional Land Surveyor
Maryland Registration No. 10712



PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) PM 30874, p. 0436, MSA_CE64_31179. Date available 08/12/2009. Printed 11/03/2015.



CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
C9	200.00'	10.16'	2°54'35"	5.08'	S 78°43'15" E	10.16'
C10	526.00'	104.13'	11°20'35"	52.24'	S 71°35'41" E	103.96'
C11	30.00'	12.49'	23°50'41"	6.33'	S 77°50'44" E	12.40'

LINE TABLE		
LINE	BEARING	DISTANCE
L22	N 62°34'07" W	83.76'
L23	N 71°09'01" W	67.73'
L24	S 18°51'00" W	42.92'
L25	N 06°27'17" E	45.91'
L26	N 83°24'05" W	21.42'
L27	N 06°27'17" E	36.03'
L28	S 83°32'43" E	61.52'
L29	S 06°27'17" W	12.35'
L30	S 18°50'53" W	49.79'

The easement providing for vehicular access to the signalized intersection at Berwyn House Road and Baltimore Ave. (U.S. Route 1) are limited to the cross-hatched area on this exhibit (the "Access Easement Area").

EXHIBIT "E.3"
PART ONE
VEHICULAR ACCESS EASEMENT
UNIVERSITY OVERLOOK
PARCEL "B"

SCALE 1"=40' JULY, 2009
MONTGOMERY COUNTY, MARYLAND

MHG Macris, Hendricks & Glascock, P.A.
Engineers • Planners
Landscape Architects • Surveyors

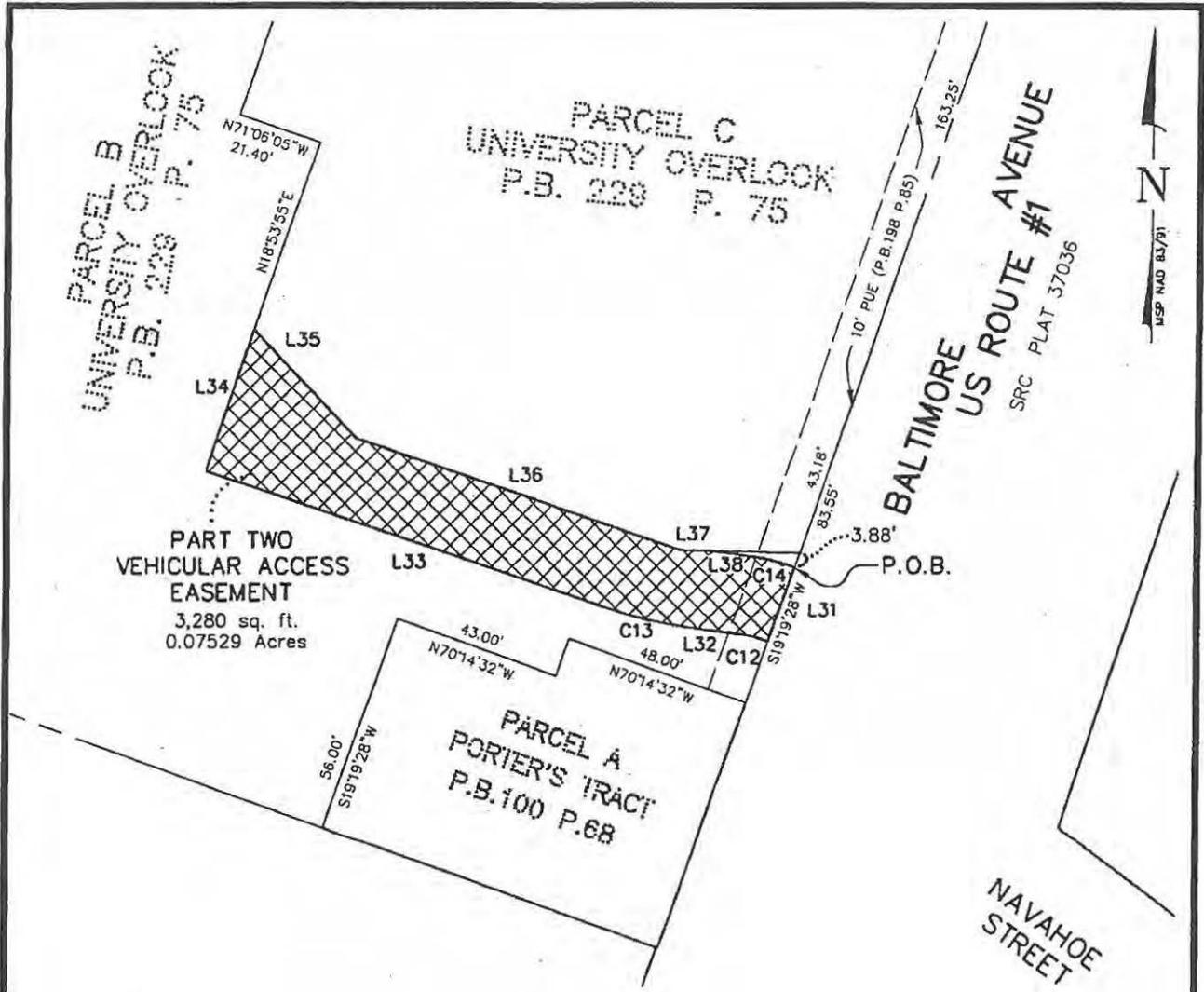
9220 Whigman Road, Suite 120
Montgomery Village, Maryland
20886-1276

Phone 301.870.0840
Fax 301.948.0693
www.mhga.com

JOB NO. 2002.103.33.36

EP_33_36.dwg

30874 437



PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) PM 30874, p. 0437, MSA_CE64_31179, Date available 08/12/2009, Printed 11/06/2015.

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
C12	25.00'	6.54'	14°59'27"	3.29'	N 74°36'23" W	6.52'
C13	100.00'	19.12'	10°57'10"	9.59'	N 76°37'31" W	19.09'
C14	45.00'	10.53'	13°24'20"	5.29'	S 75°23'56" E	10.50'

The easement providing for vehicular access to the intersection at Navahoe Street and Baltimore Ave. (U.S. Route 1) are limited to the cross-hatched area on this exhibit (the "Access Easement Area").

EXHIBIT "E.4"
PART TWO
VEHICULAR ACCESS EASEMENT
UNIVERSITY OVERLOOK
PARCEL "B"

SCALE 1"=40' JULY, 2009
 MONTGOMERY COUNTY, MARYLAND

LINE TABLE		
LINE	BEARING	DISTANCE
L31	S 19°19'28" W	20.02'
L32	N 82°06'06" W	15.49'
L33	N 71°08'56" W	108.47'
L34	N 18°53'55" E	37.65'
L35	S 43°10'09" E	37.63'
L36	S 71°08'56" E	87.63'
L37	S 88°47'25" E	7.74'
L38	S 82°06'06" E	10.81'



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30874 438

EXHIBIT F

[SITE PLAN SHOWING ACCESS EASEMENT AREA]

PRINCE GEORGES COUNTY CIRCUIT COURT (Land Records) PM 30874, p. 0438, MSA_CE64_31179. Date available 08/12/2009. Printed 11/06/2015.

Document 1

30874 439

EXHIBIT "F.1"
PEDESTRIAN ACCESS EASEMENT
PARCEL "C"
UNIVERSITY OVERLOOK

Being a strip or parcel of land located in the Twenty First (21st) Election District of Prince George's County, Maryland and being part of the land conveyed by University View Partners LLC to 8300 Baltimore Avenue LLC by Special Warranty Deed dated January 6, 2009 and recorded among the Land Records of Prince George's County, Maryland in Liber 30350 at Folio 143 and also being part of Parcel "C" as delineated on a Plat of Resubdivision entitled "UNIVERSITY OVERLOOK" as recorded among the aforesaid Land Records in Plat Book PM229 at Plat No. 75 and being more particularly described in the Maryland State Plane NAD 83/91 Datum by Macris, Hendricks, and Glascock, P.A. as follows:

Beginning at a point on the westerly right-of-way limits of Baltimore Avenue (U.S Route 1), said point also being at the beginning of the common or North 88°47'25" West, 29.90 foot line of said Parcels B and C, then leaving said Baltimore Avenue and binding with said common line

1. North 88°47'25" West, 16.41 feet to a point, then leaving said common line to cross and include part of said Parcel C, the following thirteen courses:
2. North 82°06'06" West, 10.39 feet to a point, then
3. 15.16 feet along the arc of a curve deflecting to the right, having a radius of 79.33 feet and a chord bearing and length of North 76°37'31" West, 15.14 feet to a point, then
4. North 71°08'56" West, 65.55 feet to a point, then
5. North 24°52'24" West, 23.99 feet to a point, then
6. North 18°51'00" East, 181.71 feet to a point, then
7. North 18°24'04" East, 26.76 feet to a point, then
8. North 04°59'53" East, 1.55 feet to a point, said point being on the northerly platted limits of said Parcel "C" then binding with said platted limits

30874 440

9. South 71°09'01" East, 3.91 feet to a point, then leaving said northerly limits and continuing to cross and include part of said Parcel "C"
10. South 04°56'31" West, 2.09 feet to a point, then
11. South 18°51'00" West, 204.72 feet to a point, then
12. South 24°52'24" East, 17.78 feet to a point, then
13. South 71°09'00" East, 66.71 feet to a point, then
14. South 77°23'41" East, 40.49 feet to a point, said point being on the aforesaid Baltimore Avenue right-of-way then binding with said Baltimore Avenue right-of-way
15. South 19°19'28" West, 3.73 feet to the point of beginning; containing 1693 square feet or 0.03887 of an acre of land and as delineate on Schedule "F.1" attached hereto and made a part hereof by this reference.

Parcel I.D. = 21-3996436

Certified correct to the best of my professional knowledge, information and belief and this description was prepared by me and is in conformance with Title 9, Subtitle 13, Chapter 6, Section .12 of the Minimum Standards of Practice for Land Surveyors. If the seal and signature are not violet colored, the document is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

Douglas H. Riggs III

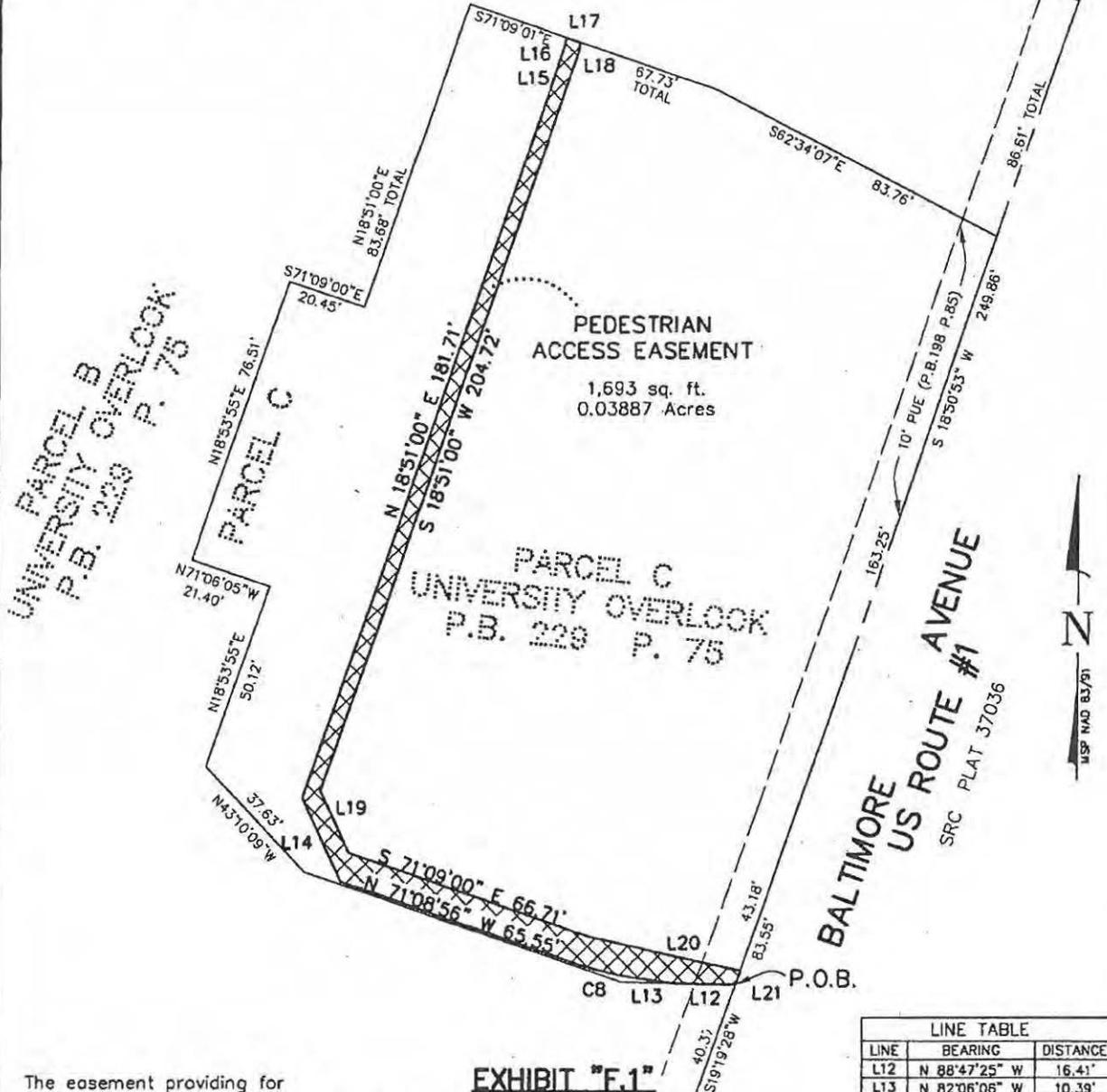
Macris, Hendricks & Glascock, P.A.
Douglass H. Riggs, III, Professional Land Surveyor
Maryland Registration No. 10712



F:\Projects\02103\02103.33 Raymond Towers - 8350\WP\EA-DHR- Parcel C Pedestrian Easement 2009-07-16.doc

20874 441

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
C8	79.33'	15.16'	10°57'10"	7.61'	N 76°37'31" W	15.14'



PEDESTRIAN ACCESS EASEMENT
 1,693 sq. ft.
 0.03887 Acres

PARCEL B
 UNIVERSITY OVERLOOK
 P.B. 228 P. 75

PARCEL C

PARCEL C
 UNIVERSITY OVERLOOK
 P.B. 228 P. 75

BALTIMORE AVENUE
 US ROUTE #1
 SRC PLAT 37036

EXHIBIT "E.1"

**PEDESTRIAN ACCESS EASEMENT
 UNIVERSITY OVERLOOK
 PARCEL "C"**

SCALE 1"=40'
 JULY, 2009
 MONTGOMERY COUNTY, MARYLAND

LINE TABLE		
LINE	BEARING	DISTANCE
L12	N 88°47'25" W	16.41'
L13	N 82°06'06" W	10.39'
L14	N 24°52'24" W	23.99'
L15	N 18°24'04" E	26.76'
L16	N 04°59'53" E	1.55'
L17	S 71°09'01" E	3.91'
L18	S 04°56'31" W	2.09'
L19	S 24°52'24" E	17.78'
L20	S 77°23'41" E	40.49'
L21	S 19°19'28" W	3.75'

The easement providing for pedestrian access to (1) the signalized intersection at Berwyn House Road and Baltimore Ave. (U.S. Route 1), and (2) the intersection at Navahoe Street and Baltimore Ave. (U.S. Route 1) are limited to the cross-hatched area on this exhibit (the "Access Easement Area").

MHG Macris, Hendricks & Glascock, P.A.
 Engineers • Planners
 Landscape Architects • Surveyors
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 Fax 301.848.0883
 www.mhgps.com

JOB NO. 2002.103.33.36

EP_33_36.dwg

30874 442

EXHIBIT "F.2"
VEHICLE ACCESS EASEMENT
PARCEL "C"
UNIVERSITY OVERLOOK

Being a strip or parcel of land located in the Twenty First (21st) Election District of Prince George's County, Maryland and being part of the land conveyed by University View Partners LLC to 8300 Baltimore Avenue LLC by Special Warranty Deed dated January 6, 2009 and recorded among the Land Records of Prince George's County, Maryland in Liber 30350 at Folio 143 and also being part of Parcel "C" as delineated on a Plat of Resubdivision entitled "UNIVERSITY OVERLOOK" as recorded among the aforesaid Land Records in Plat Book PM 229 at Plat No. 75 and being more particularly described in the Maryland State Plane NAD 83/91 Datum by Macris, Hendricks and Glascock, P.A. in two (2) parts as follows:

PART ONE:

Beginning at the beginning of the common or South 71°09'01" East, 67.73 foot line of said Parcels B and C, then binding with said line

1. South 71°09'01" East, 22.84 feet to a point, then leaving said common line to cross and include part of said Parcel C, the following eleven (11) courses:
 2. South 38°24'14" West, 8.27 feet to a point, then
 3. 11.34 feet along the arc of a curve deflecting to the left, having a radius of 20.00 feet and a chord bearing and length of South 22°09'37" West, 11.19 feet to a point, then
 4. South 05°55'00" West, 16.60 feet to a point, then

30874 443

5. 7.67 feet along the arc of a curve deflecting to the right, having a radius of 34.00 feet and a chord bearing and length of South $12^{\circ}23'00''$ West, 7.66 feet to a point, then
6. South $18^{\circ}51'00''$ West, 170.23 feet to a point, then
7. 23.56 feet along the arc of a curve deflecting to the left, having a radius of 15.00 feet and a chord bearing and length of South $26^{\circ}08'58''$ East, 21.21 feet to a point, then
8. North $71^{\circ}08'56''$ West, 4.93 feet to a point, said point being on the southwesterly platted limits of said Parcel "C", then binding with the platted limits of said Parcel "C", the following two (2) courses
9. North $43^{\circ}10'09''$ West, 37.63 feet to a point, then
10. North $18^{\circ}53'55''$ East, 50.12 feet to a point, then continuing to cross and include part of said Parcel "C"
11. North $18^{\circ}11'14''$ East, 76.53 feet to a point, then
12. North $18^{\circ}51'00''$ East, 83.68 feet to the point of beginning; containing 5,015 square feet or 0.11513 of an acre of land and as delineated on Exhibit "F.2" attached hereto and made a part hereof by this reference.

PART TWO:

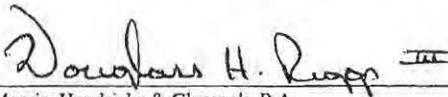
Beginning at the beginning of the common or North $71^{\circ}08'56''$ West, 87.63 foot line of Parcels "B" and "C" as delineated on the aforesaid plat, then binding with said line

30874 444

1. North 71°08'56" West, 12.41 feet to a point, then leaving said line to cross and include part of said Parcel "C"
2. 15.29 feet along the arc of a curve deflecting to the left, having a radius of 80.00 feet and a chord bearing and length of South 76°37'31" East, 15.27 feet to a point, then
3. South 82°06'06" East, 4.67 feet to a point, said point being on the southerly platted limits of the said Parcel "C" then binding with said platted limits
4. North 88°47'25" West, 7.74 feet to the point of beginning; containing 7 square feet or 0.00017 of an acre of land and as delineated on Exhibit "F.2" attached hereto and made a part hereof by this reference.

Parcel I.D. = 21-3996436

Certified correct to the best of my professional knowledge, information and belief and this description was prepared by me and is in conformance with Title 9, Subtitle 13, Chapter 6, Section .12 of the Minimum Standards of Practice for Land Surveyors. If the seal and signature are not violet colored, the document is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

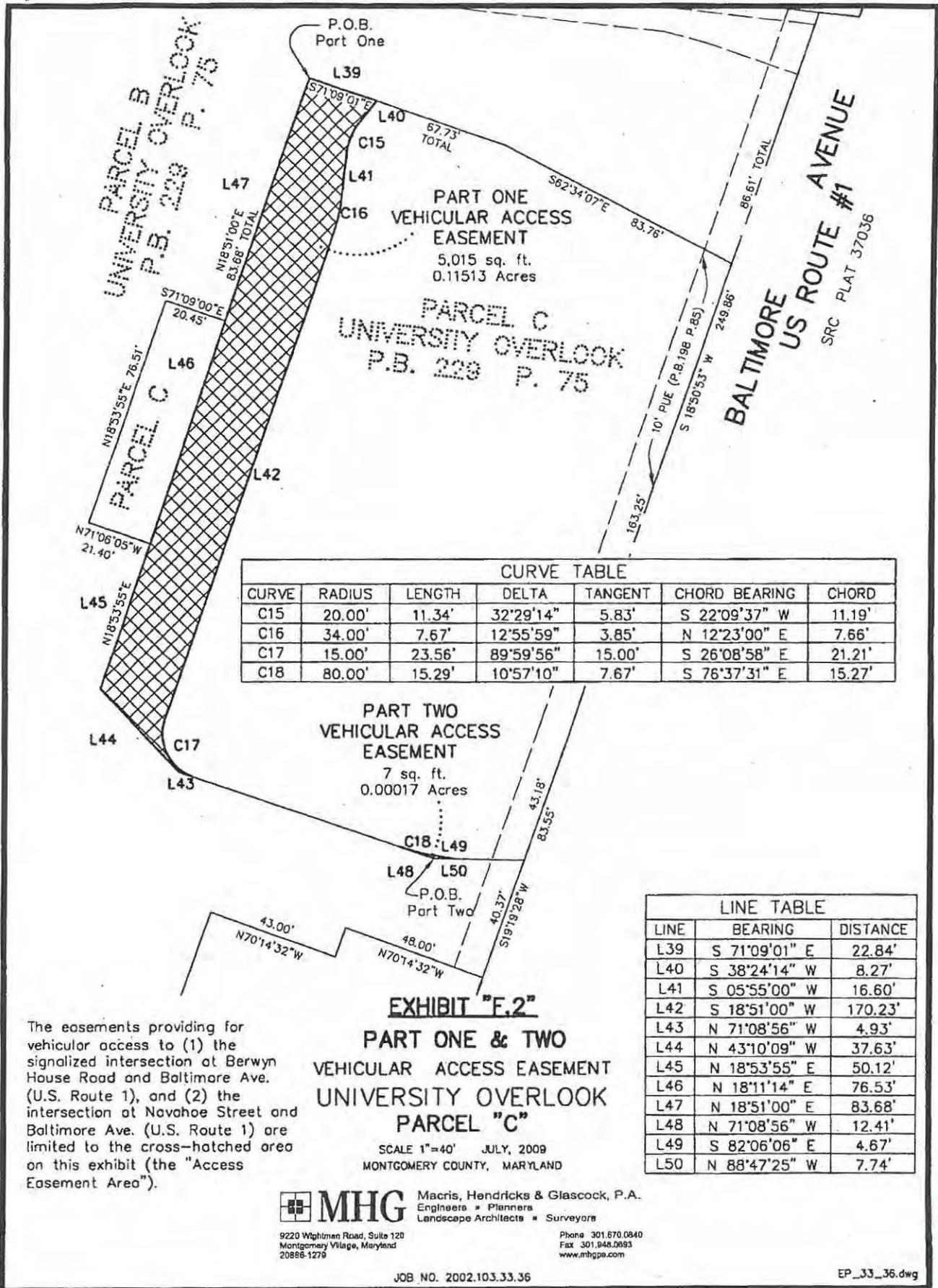


Macris, Hendricks & Glascock, P.A.
Douglass H. Riggs, III, Professional Land Surveyor
Maryland Registration No. 10712



F:\Projects\02103\02103.33 Raymond Towers - 8350\WPAEA-DHR- Access Easement Parcel C 2009-07-15.doc

30874 445



CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
C15	20.00'	11.34'	32°29'14"	5.83'	S 22°09'37" W	11.19'
C16	34.00'	7.67'	12°55'59"	3.85'	N 12°23'00" E	7.66'
C17	15.00'	23.56'	89°59'56"	15.00'	S 26°08'58" E	21.21'
C18	80.00'	15.29'	10°57'10"	7.67'	S 76°37'31" E	15.27'

LINE TABLE		
LINE	BEARING	DISTANCE
L39	S 71°09'01" E	22.84'
L40	S 38°24'14" W	8.27'
L41	S 05°55'00" W	16.60'
L42	S 18°51'00" W	170.23'
L43	N 71°08'56" W	4.93'
L44	N 43°10'09" W	37.63'
L45	N 18°53'55" E	50.12'
L46	N 18°11'14" E	76.53'
L47	N 18°51'00" E	83.68'
L48	N 71°08'56" W	12.41'
L49	S 82°06'06" E	4.67'
L50	N 88°47'25" W	7.74'

The easements providing for vehicular access to (1) the signalized intersection at Berwyn House Road and Baltimore Ave. (U.S. Route 1), and (2) the intersection at Navahoe Street and Baltimore Ave. (U.S. Route 1) are limited to the cross-hatched area on this exhibit (the "Access Easement Area").

EXHIBIT "F.2"
PART ONE & TWO
VEHICULAR ACCESS EASEMENT
UNIVERSITY OVERLOOK
PARCEL "C"

SCALE 1"=40' JULY, 2009
 MONTGOMERY COUNTY, MARYLAND

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9220 Wightman Road, Suite 120
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 www.mhgp.com

JOB NO. 2002.103.33.36

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VIEW PROPERTY AND VIEW II PROPERTY - 2010 SECTOR PLAN COMPARATIVE PARKING ANALYSIS							
	Use (Quantity)	Walkable Node University Parking Requirement	Parking Required	Total Parking Required <u>Without</u> Mixed-Use Shared Parking Factor	Shared Parking Factor	Parking Required <u>With</u> Mixed- Use Shared Parking Factor	Actual Parking Provided
Residential	506 dwellings	1 space/dwelling	506	541	Divide by 1.2	451	461
Retail	11,600 sq. ft.	3 spaces/1,000 sq. ft.	35				

VIEW PROPERTY AND VIEW II PROPERTY - MODES OF TRANSPORTATION					
	Required Consistent With 2008 DSP, as Amended / Declaration of Covenants			Required Consistent With 2010 Sector Plan (If Developed Today)	Existing Condition
	DSP	Covenants (If Adjacent Parcel Is Developed As Student Housing)	Total		
On-Site Parking Capacity	461	Additional 109 spaces in new development	570	451	461
Bike Parking Spaces	64	45 above existing	149	154	190
Car Sharing Service	0	0	0	0	4
Pedestrian Bridge	Required	Not Required	Required	N/A	Provided
Shuttle Service	Required	Required	Required	N/A	Provided

COMPARABLE PARKING RATES		
	Premium	Standard
View Property and View II Property	\$100	\$100
Varsity	\$160	\$135
Landmark	\$150	\$125

VIABILITY OF VILLAGE I & II STUDENT HOUSING DEVELOPMENT		
NEW SUPPLY SINCE 2008		
Project	Year	Beds
View II	2010	517
South Campus Commons VII (UMD Campus)	2010	359
The Varsity	2011	901
Mazza Grandmarc	2011	630
Enclave	2011	369
Oakland Hall (UMD Campus)	2011	640
Prince Frederick Hall	2014	462
Landmark	2015	829
Terrapin Row	2016	<u>1,493</u>
TOTAL BEDS		6,200

DEMAND - UMD ENROLLMENT SINCE 2008		
	% Change	# Change
2009	0.5%	62
2010	1.2%	383
2011	-0.0%	-101
2012	-1.0%	-288
2013	0.2%	171
2014	0.9%	398
AVERAGE	0.3%	104

5

Annual Liquor License Renewals

**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**



Prepared By:
Robert W. Ryan, Director of Public Services

Meeting Date: February 2, 2016

Presented By:
Robert W. Ryan, Director of Public Services

Proposed Consent Agenda: Yes

Originating Department: Public Services

Issue Before Council: The City Council is asked to consider recommending the approval or denial of liquor licenses held within the City of College Park to the Board of License Commissioners (BOLC).

Strategic Plan Goal: Goal 6: Excellent Services

Background/Justification:

All alcoholic beverages licenses in the City of College Park are due for renewal within the next few months as indicated by the attached notice. The Prince George's County Board of License Commissioners (BOLC) requires that, if a municipality wishes to voice its recommendations for denial of a renewal, it must conduct a public hearing and submit a verbatim transcript to the Board no later than midnight on March 1, 2016.

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

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

Fiscal Impact:

Chapter 110 of the City Code sets the license fees for alcoholic beverages to 20% of the fee collected by the County and is noted in the attached Liquor License Renewal Data Spreadsheet.

Council Options:

- #1 Recommend that the City does not oppose BOLC approval.
- #2 Recommend BOLC denial of certain renewal licenses.
- #3 Direct staff to proceed in a different direction.
- #4 Table the item for a future meeting (may have impact of deadline of March 1, 2016)

Staff Recommendation:

Option #1.

Recommended Motion:

I move to recommend that the City does not oppose BOLC approval of liquor licenses held within the City of College Park.

Attachments:

- 1. BOLC Official Notice
- 2. BOLC Classes of Licenses and Descriptions of Class of Licenses
- 3. Summary for Alcoholic Beverage License Renewals
- 4. Liquor License Renewal Data Spreadsheet

OFFICIAL NOTICE

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

Class A, Licenses expire on April 30th

Class B, Licenses expire on May 31st

Class C, Licenses expire on June 30th

Class D, Licenses expire on June 30th

In order to process a protest against the granting of the 2016 - 2017 License Renewal, a protest notice must be submitted to the Board of License Commissioners no later than March 1, 2016.

Protest of a renewal shall be filed on or before March 1, 2016 at the Board of License Commissioners, 9200 Basil Court, Suite 420, Largo, Maryland 20774.

Should you have any questions, please contact the Board's Office at 301-583-9980.

BOARD OF LICENSE COMMISSIONERS
(LIQUOR CONTROL BOARD)
CHARLES W. CALDWELL, III, CHAIRMAN
SHAIHI MWALIMU, VICE CHAIRMAN
EARL J. HOWARD, COMMISSIONER
KENNETH J. MILES, COMMISSIONER
ANUJ SUD, COMMISSIONER

Attest:
David D. Son
Administrator
November 10, 2015

CLASSES OF LICENSES:

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

DESCRIPTION OF CLASS OF LICENSES AND HOURS OF SALES

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

Class B(R), Beer, Wine & Liquor

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

Class B+, Beer, Wine & Liquors

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

Class B, BH

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

Class B, BLX

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

Class B, Country Inn

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

Class B-DD

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

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

Class C Beer,
Beer and Wine

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

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

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

Class D, Beer
Beer and Wine

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

Class D(R), Beer
Beer and Wine

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

Summary for Alcoholic Beverage License Renewals 2016

The following licenses, by class, are due for renewal by the Board of License Commissioners on the dates shown. However, the deadline of March 1, 2016 for any show-cause hearings applies to all classifications. (Note: The asterisks [*] indicate those establishments with Property Use Agreements with the City.)

1. The following is a list of Class A Off-Sale licenses (Off Sale only, six (6) days a week), also considered packaged goods stores, which will expire April 30, 2016:

College Park Liquors (Special Sunday Off-Sale Permit)

#1 Liquors

Village Pump

2. The following is a list of Class B Beer, Wine, and Liquor On/Off-Sale licenses (On and Off Sale, seven (7) days for beer and light wine; On and Off Sale, six (6) days for beer, wine and liquor; separate Off Sale facility to sell beer, wine and liquor), also considered packaged goods stores, which expire May 31, 2016:

Fishnet Restaurant*

Town Hall (Special Sunday Off-Sale Permit)

3. The following is a list of Class B Beer, Wine, and Liquor Restaurant Type licenses (On Sale, seven (7) days for beer and light wine; On Sale six (6) days for beer, wine, and liquor; Special Sunday Sale Permit required for on sale consumption of liquor), which expire on May 31, 2016:

Rasoi Restaurant*

Backyard Sports Grill*

Bobby's Burger Palace*

Chipotle Mexican Grill*

Clucksters*

Cornerstone Grill and Loft*

Hard Times Café*

Noodles & Co.*

R.J. Bentley's Filling Station

The Jerk Pit*

4. The following are two Class B, ECF licenses (Education Conference Facility): On Sale, seven (7) days for sale of beer and light wine; On Sale, six (6) days for beer, wine and liquor; Special Sunday Sale Permit required for On Sale consumption of liquor), which expire on May 31, 2016:

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

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

5. The following is a list of Class B Beer and Wine Only licenses (On Sale, seven (7) days), which expire on May 31, 2016:

Hanami Japanese Restaurant*
Pizza Autentica*
Nando's Peri-Peri*
Shanghai Tokyo Café*
The Board and Brew*

6. The following is the City's only Class BH, Beer Wine and Liquor license (Hotel, On Sale, seven (7) days), which expires on May 31, 2016:

Moose Creek Steakhouse*

7. The following is a list of BLX Luxury alcoholic beverage licenses (On Sale only, seven (7) days for sale of beer and light wine, six (6) days for sale of alcohol over 14% by volume), which expire on May 31, 2016:

Applebee's*
Azteca Bar and Grill*
Buffalo Wild Wings*
Kangnam BBQ*
Ledo Restaurant*
Terrapins Turf*
Looney's Pub at College Park*

8. The following is a list of Class C Beer, Wine and Liquor Club Category licenses (On Sale, seven (7) days, limited to members and their guests, except in the case of a Country Club - the word customer is used), which expire on June 30, 2016:

American Legion Post #217
V.F.W. #5627
University of Maryland Golf Course (Mulligan's)
University of Maryland Alumni Association – Samuel Riggs IV Center (Fraternal)

9. The following is a list of Class D alcoholic beverage licenses (On and Off Sale, seven (7) days), which expire on June 30, 2016:

College Park Concessions (Bowling Alley)
Plato's Diner*
Shoppers Food Warehouse*

10. The following is a list of Class D Beer and Wine license (On Sale only, seven (7) days), which will expire on June 30, 2016:

Mamma Lucia's*

Liquor Licenses for Renewal 2016							
Establishment	Type of License	County Fee	Expires	City Fee	Code Violations City, Health or FD	Reported Alcoholic Beverage Sales	Required PUA Alcoholic Beverage Sales
#1 Liquors 8200 Baltimore Avenue	Class AL Beer, Wine and Liquor - Off Sale	\$ 910.00	4/30/16	\$182.00	None	N/A	N/A
American Legion Post 217 9218 Baltimore Avenue	Class C, Veterans Beer, Wine, and Liquor	\$ 910.00	6/30/16	\$182.00	None	N/A	N/A
Applebee's Neighborhood Grill & Bar 7242 Baltimore Avenue	Class BLX Beer, Wine and Liquor	\$3,025.00	5/31/16	\$605.00	None	18.64%	35%
Azteca Restaurant and Cantina 9205 Baltimore Avenue	Class B, BLX – Beer, Wine and Liquor	\$3,025.00	5/31/16	\$605.00	None	22.8%	40%
Backyard Sports Grill 7313 A-B Baltimore Avenue	Class B, Beer and Wine License	\$1,455.00	5/31/16	\$291.00	Action taken by BOLC for violations	32.46%	60%
Bobby's Burger (t/a) BBP of College Park Beverages 8150 Baltimore Avenue	Class B, Beer, Wine and Liquor	\$1,455.00	5/31/16	\$291.00	None	2.72%	35%
Buffalo Wild Wings (t/a) WWA-College Park, LLC 10240 Baltimore Avenue	Class BLX Beer Wine and Liquor	\$3,025.00	5/31/16	\$605.00	None	21%	50%
Chipotle Mexican Grill 7332 Baltimore Avenue	Class BL Beer, Wine, and Liquor	\$1,455.00	5/31/16	\$291.00	None	0.27%	25%
College Park Liquors 8147 E & F Baltimore Avenue	Class AL Beer, Wine, and Liquor	\$ 910.00	4/30/16	\$182.00	None	N/A	N/A
College Park Concessions Co. (Bowling Alley) 9021 Baltimore Avenue	Class B , Beer, Wine and Liquor License	\$ 1,455.00	5/31/16	\$291.00	Needs City sign permit	36%	60%
Cornerstone Grill & Loft 7325 Baltimore Avenue	Class BL Beer, Wine, and Liquor	\$1,455.00	5/31/16	\$291.00	None	58.47%	55%
Cluckster's (t/a) CUC of College Park, LLC 7415-B Baltimore Avenue	Class B Beer and Wine	\$ 365.00	05/31/16	\$73.00	None	1.98%	30%
Fishnet Restaurant LLC 5008 – 5010 Berwyn Road	Class B Beer and Wine	\$ 365.00	05/31/16	\$73.00	None	10.85%	30%

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

Hanami Japanese Restaurant 8145-F Baltimore Avenue	Class B Beer and Wine	\$ 365.00	05/31/16	\$73.00	None	3.13%	40%
Hard Times Café 4738 Cherry Hill Road	Class BL Beer, Wine, and Liquor (On Sale, 7 days)	\$1,455.00	5/31/16	\$291.00	None	20.08%	35%
Kangnam BBQ 8503 Baltimore Avenue	Class BLX, Beer, Wine and Liquor	\$3,025.00	5/31/16	\$605.00	None	4.07%	30%
Ledo Restaurant 4509 Knox Road	Class BLX, Beer, Wine and Liquor	\$3,025.00	5/31/16	\$605.00	None	TBD	50%
Looney Pub of College Park 8150 Baltimore Avenue	Class B, BLX, Beer, Wine and Liquor	\$3,025.00	5/31/16	\$605.00	None	52.58%	50%
Mamma Lucia's 4736 Cherry Hill Road	Class DW Beer and Wine, (On Sale Only, 7 days)	\$ 365.00	6/30/16	\$73.00	None	7.66%	25%
Moose Creek Steakhouse Holiday Inn 10000 Baltimore Avenue	Class BH Beer, Wine, and Liquor	\$5,000.00	5/31/16	\$1,000.00	None	13.97%	30%
Nando's Peri-Peri 7400 Baltimore Avenue	Class B (BLX) Beer, Wine and Liquor	\$3,025.00	5/31/16	\$605.00	None	4.35%	30%
Noodles & Company 7320 Baltimore Avenue	Class BL Beer, Wine, and Liquor (On Sale)	\$1,455.00	5/31/16	\$291.00	None	0.46%	15%
Plato's Diner 7150 Baltimore Avenue	Class DW (On and Off Sale, 7 days)	\$ 365.00	6/30/16	\$73.00	Need copy of County U&O	1.07%	35%
Pizza Autentica (t/a) Old Line Enterprises 8300 Baltimore Avenue	Class B, Beer, Wine &	\$ 365.00	5/31/16	\$73.00	None	3.26%	35%
R. J. Bentley's 7323 Baltimore Avenue	Class BL (R) Beer, Wine, and Liquor	\$1,455.00	5/31/16	\$291.00	None	N/A	N/A
Rasoi Restaurant 8601 Baltimore Avenue	Class B (BH) Beer, Wine and Liquor	\$5,000.00	5/31/16	\$1,000.00	Need County and City sign permits	7.22%	30%
Shanghai Tokyo Cafe (t/a) Shanghai Tokyo Café of College Park Corporation 8300 Baltimore Avenue, Suite 102	Class B, Beer and Wine License	\$ 365.00	5/31/16	\$73.00	None	TBD	30%

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

Shoppers Food Warehouse Eastern Beverages 4720 Cherry Hill Road	Class DW (R) Beer and Wine	\$ 365.00	6/30/16	\$73.00	None	N/A	N/A
Terrapins Turf 4410 Knox Road	Class B, BLX, Beer, Wine and Liquor	\$3,025.00	5/31/16	\$605.00	None	40.86%	50%
The Board and Brew 8150 Baltimore Avenue	Class B Beer and Wine License	\$365.00	5/31/16	\$73.00	None	8.94%	25%
The Jerk Pit 9078 Baltimore Avenue	Class B Beer, Wine and Liquor	\$ 1,455.	5/31/16	\$73.00	None	8.2%	20%
Town Hall 8135 Baltimore Avenue	Class BL + (Beer, Wine and Liquor – On and Off)	\$2,420.00	5/31/16	\$484.00	None	N/A	N/A
University of Maryland Alumni Association Samuel Riggs IV Center	Class BCE Beer, Wine, and Liquor	\$3,630.00	5/31/16	\$726.00	None	N/A	N/A
University of Maryland Golf Course (Mulligan's) 4690 University Boulevard	Class C, GCC Beer, Wine, and Liquor	\$1,815.00	6/30/16	\$363.00	None	N/A	N/A
University of Maryland Dining Services 1250 South Campus Building South Campus Dining Hall	Class B, ECF /DS	\$7,425.00	5/31/16	\$1,485.00	None	N/A	N/A
University of Maryland University College Center of Adult Education The Inn and Conference Center University Blvd. at Adelphi Road	Class B Beer, ECF (<i>Educa- tion Conference Facility</i>) - <i>Special Sunday Sale Permit required for On sale con- sumption of liquor</i>	\$4,325.00	5/31/16	\$865.00	None	N/A	N/A
V.F.W. Post 5627 5051 Branchville Road	Class C, Veterans Beer, Wine, and Liquor (On Sale, 7 days, limited to members and their guests)	\$ 910.00	6/30/16	\$182.00	None	N/A	N/A
Village Pump 4901 Greenbelt Road	Class AL Off Sale	\$ 910.00	4/30/16	\$182.00	None	N/A	N/A

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

6

Community Garden Report



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Meeting Date: February 2, 2016

Prepared By: Steve Beavers, Community Development Coordinator

Presented By: Steve Beavers

Proposed Consent Agenda: No

Originating Department: Planning, Community and Economic Development

Issue Before Council: Review first season of Old Town Community Garden and establish water supply to garden. Consider new community garden location in Calvert Hills.

Strategic Plan Goal: Goal 2: Environmental Sustainability

Background/Justification:

Old Town Community Garden

Background

As a member of the Sustainable Maryland Program, the City created a 3-year action plan that included a goal to establish a community garden. This activity is one of the “primary action items” encouraged of Sustainable Maryland Certified Communities.

Establishment

In April, 2015, Council authorized staff to establish a community garden on City-owned property near the Old Town Tot Lot (at the corner of Norwich Road and Columbia Avenue) and allocated \$15,000 towards construction (Resolution 15-R-03). City staff solicited bids from contractors to install a chain-link fence and coordinated volunteer construction of raised planting beds measuring 4 ft by 10 ft each. City staff organized 8 volunteer “worknights” between May and July, 2015 to construct the garden. These were held on weekday evenings with an average of 6 volunteers participating each time. Work involved building the raised planting beds, filling them with topsoil, and spreading woodchips along the garden walkways.

Membership

Plots were made available to all City residents (including part-time residents) for \$15 per year. Notification was made via all of the City’s standard information channels. Additionally, several residents simply noticed the garden and contacted the City to sign up. All members were required to sign the City’s Hold Harmless Agreement and to follow rules based on those successfully used at M-NCPPC community gardens. 15 residents joined the garden and 20 plots were rented during the 2015 season (4 members rented multiple plots). Members reported general satisfaction with the garden and its operation; however, there is tremendous interest in getting a water supply.

FY 2015 Financial Review

Income:

Registrations	\$ 300
Total	\$ 300

Expenses (Rounded):

Permanent fencing	\$6,735
Raised beds	\$ 895
Amended topsoil	\$ 765
Misc Supplies	\$ 275
Total	\$8,670

Labor Hours

Garden construction involved 72 volunteer hours between May and July, 2015. Planning staff time was estimated at 45 hours including research on community garden best practices, meetings with experts, site visits, procurement, and coordination of work days.

Expansion

Future expansion on this site is very likely as the area within the fence is only half-full and may eventually contain up to 20 more plots if demand warrants.

Need for Water Supply

The first season of the garden was primarily an assessment to gauge the level of resident interest. Now that the garden is well-established, attention can shift to an important aspect of community garden success: access to a water supply. Fortunately, this past growing season provided enough precipitation to support satisfactory growth of small crops. However, many gardeners deemed it necessary to provide supplemental water from buckets that they transported from their homes. They would strongly prefer access to a reliable, continuous source of water to ensure the future success of their crops. This will be especially critical if upcoming years do not provide as much precipitation as last year. The garden has always been intended as a permanent installation and will benefit from a water line for many years.

Permanent Water Line

A permanent water line is the preferred option to meet the future water needs of the Old Town gardeners. Fortunately, a water main already runs along Columbia Avenue, so the distance the pipe will have to run from the street to the garden is less than 100 feet. In the future, the City may also want to make use of the water connection for water fountains or other amenities at the park. A permanent water line has been estimated to cost up to \$25,000 with WSSC permitting and construction costs. A specific estimate cannot be obtained without detailed drawings. However, the cost could end up being as low as \$15-20,000. Financially, water line installation costs compare favorably to the ongoing labor costs of sending Public Works crewmembers to refill a cistern continuously over many gardening seasons. Even if water line installation costs reach \$25,000, it still reaches the break-even point with cistern expenses in year 10.

Cistern

If a permanent water line is not preferred at this time, another source of water is needed to ensure the success of the garden in the near future. An alternative source of water could be an above-ground cistern. A 1,500 gallon cistern should be sufficient to meet the needs of up to 40 plots if it is refilled once per week. However, it will require City Public Works staff time on a regular basis to continually refill during the growing season. A quality cistern could be obtained and mounted on a raised platform for approximately \$3000. The cistern is expected to last up to 10 years before needing replacement.

Cistern expenses over 15 years (Estimated):

30 trips a year x 15 years x 2 crew x 1 hour per trip x \$34/hr fully loaded rate	\$30,600
Above-ground cistern and support structure, including replacement cost in year 10	\$ 5,000
Total	\$35,600

Calvert Hills Community Garden

Background

During the research phase for the first community garden, a large WMATA-owned property at the southern edge of the City was brought to the attention of City Staff by the Director of the College Park City-University Partnership. An initial inquiry to WMATA during that time was not immediately responsive and the site could not be considered further. In January, 2016, WMATA indicated that they are willing to lease a portion of the land to the City for community gardening purposes. The site can now be considered by the Council for an additional community garden.

Site Details

The WMATA property sits just inside the City’s southern boundary, near the corner of Albion Road and Rhode Island Ave. The area that WMATA has proposed to allow the City to use for a community garden is located just south of where the Metrorail Green Line enters an underground tunnel. The area is relatively open and gently sloping, and could be a suitable gardening area with the removal of some tall grass and shrubs. Access could be provided via the soon-to-be-paved Trolley Trail and an unpaved path that will need to be created. This would always be a walk-in (or bike-in) garden as there is extremely limited parking on Albion Road and Rhode Island Avenue in that vicinity. Due to the long distance from the nearest water main or fire hydrant, this location is unlikely to be able to provide users with a convenient water supply. Gardeners will need to be willing to provide their own water. Delivery of materials will also be challenging, but not unworkable.

Lease Terms

We have not received paperwork for review, but WMATA is expected to provide us with terms that include an annually renewable lease for a cost of one dollar per year. We are not aware of other WMATA terms that may be required but they would need to be reviewed by the City Attorney.

Calvert Hills Garden FY 2016 (Preliminary):

Expenses (Estimated):

Temporary fencing	\$1,380
Raised beds	\$1,030
Amended topsoil	\$ 820
Rental equipment	\$ 770
Total	\$4,000

Planning staff time to coordinate the Calvert Hills garden construction is estimated at 20 hours. Public Works staff time to operate ground-clearing equipment is estimated at 8 hours.

Fiscal Impact:

The Council approved funding of up to \$15,000 from the Capital Improvement Program Sustainability Initiatives Budget to establish the Old Town Community Garden. Expenses to date have been approximately \$8,670 or 58% of approved. This was primarily achieved through reduction in the cost of fencing as a result of extensive negotiations with multiple fence vendors.

There is sufficient funding remaining in the Sustainability Initiatives program to support construction of a water line connection, estimated to cost up to \$25,000 (Account # 301-8010-570-95-10, CIP Project # 091004).

Water usage expenses for both options are estimated to be less than \$500 per year.

Calvert Hills Garden FY 2016 (Preliminary):

Expenses (Estimated):

Temporary fencing	\$1,380
Raised beds	\$1,030
Amended topsoil	\$ 820
Rental equipment	\$ 770
Total	\$4,000

Planning staff time to coordinate the Calvert Hills garden construction is estimated at 20 hours. Public Works staff time to operate ground-clearing equipment is estimated at 8 hours.

Council Options:

- #1: Authorize staff to pursue construction of a water line to the Old Town community garden and pursue an agreement with WMATA for a Calvert Hills Community Garden.
- #2. Authorize staff to pursue installation of a cistern and direct Public Works staff to fill it as needed during the growing season (up to once per week).
- #3. Defer a water supply for the Old Town Community Garden at this time.
- #4. Defer a Calvert Hills Community Garden at this time.

Staff Recommendation:

Staff recommends either Option #1 or #2 or a variation thereof.

Recommended Motion:

Old Town

I move to authorize staff to pursue construction of a water line to the Old Town Community Garden and authorize the use of up to \$25,000 from the Sustainability Initiatives program budget for this purpose.

Calvert Hills

I move to authorize staff to pursue an agreement with WMATA to use a portion of their property near the corner of Albion Road and Rhode Island Avenue as a community garden, subject to review by the City Attorney.

Attachments:

- 1. Proposed 2016 Community Garden Membership Agreement
- 2. Proposed 2016 Community Garden Rules
- 3. Proposed Calvert Hills Community Garden Site

**College Park Community Garden
Membership Application
2016 Season**

Please note:

- Garden plots are open to all College Park residents.
- Plots will be assigned on a first come, first served basis.
- The annual plot fee is \$15.00

Applicant Name: _____

Address: _____ City: College Park State: MD Zip: 20740

Phone: _____

Email Address: _____

I hereby agree to:

- Abide by all community garden rules and regulations and any amendments. I understand failure to do so will result in forfeiting use of the plot and loss of the fee.
- Provide a minimum of 4 hours of shared work during the 2016 calendar year through membership workdays or other special projects arranged with the garden coordinator.
- Attend designated general membership meetings.

Signature: _____ Date: _____

The 2016 annual plot fee is \$15.00 - please make checks payable to the City of College Park.

Please return signed application, hold harmless agreement, and fee to:
City of College Park
Attn: Community Garden Coordinator
4500 Knox Rd
College Park, MD 20740

RELEASE AND HOLD HARMLESS AGREEMENT

In consideration for participation in the City of College Park Community Garden program, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, on behalf of myself, and my heirs, executors and assigns, do hereby agree to release and forever discharge the City of College Park, its agents, officials, servants and employees, from any liability for, and shall indemnify and hold the City of College Park, its agents, officials, servants and employees, harmless from and against, any and all claims, demands, actions, causes of action, suits, and any proceedings by others, and all liability for damages, including attorneys fees, incurred by reason of or arising from my participation in the City of College Park Community Garden program.

By: _____
Signature

Name: _____

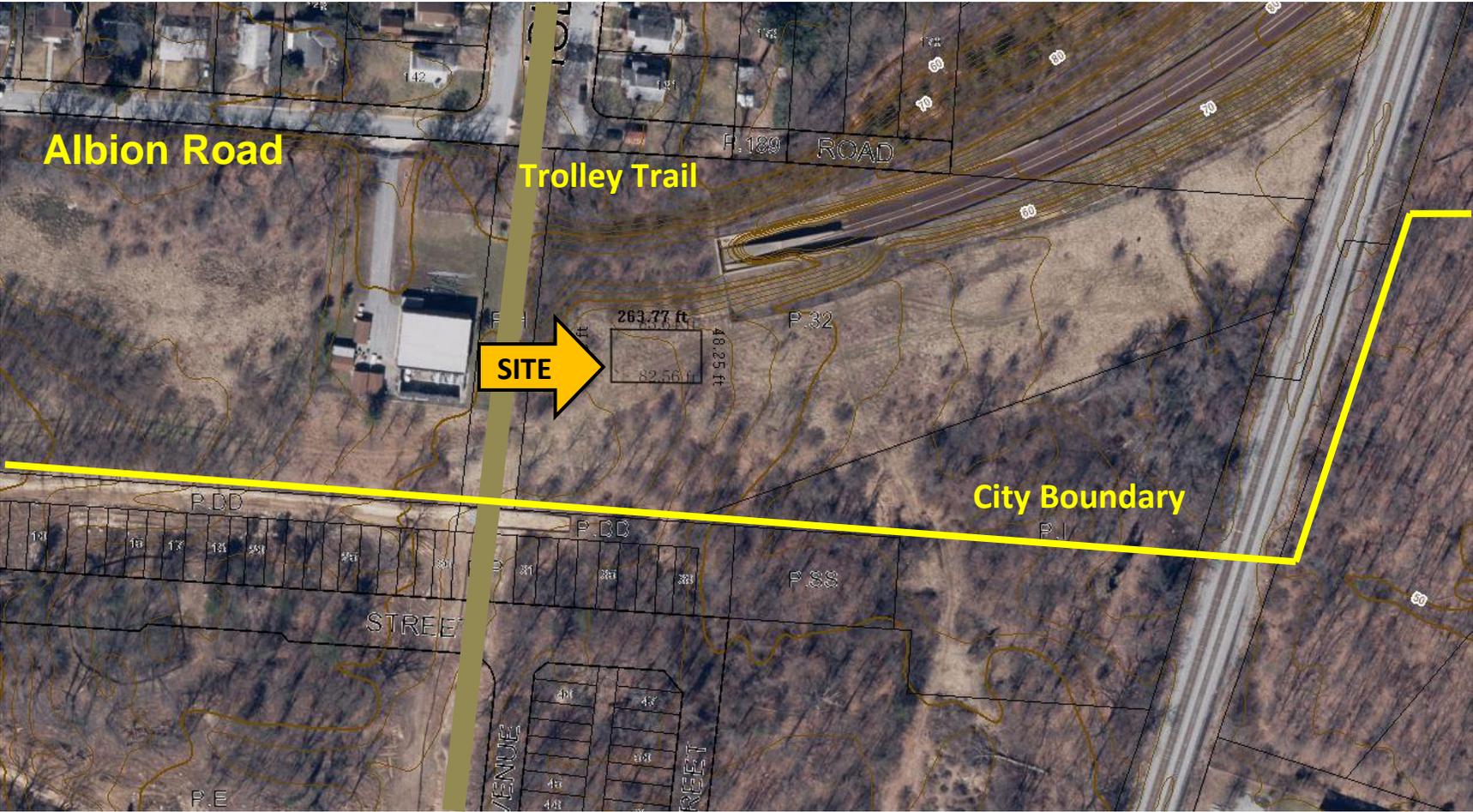
Dated: _____

Community Garden Rules and Regulations

1. The hours of operation are dawn to dusk. No one is allowed to be in the garden before or after these times.
2. Plots are non-transferable. All plots will be surrendered back to the City of College Park at the end of the season. Fees are non-refundable. At the end of the season, priority will be given to existing active plot holders to book their plot for the next season.
3. Gardeners must be residents of the City of College Park at all times.
4. Plots must be in a cultivated state within one month of the official opening date of the garden and be cleared of all debris by December 1st.
5. Garden plots are to be used for growing fruits, vegetables and flowers for personal use only and not for commercial sales.
6. Plots are received as-is. Tilling is the responsibility of each gardener and is not provided by the City.
7. Gardeners should visit and maintain their plots at least once a week. Gardeners are responsible for cultivating, weeding, and watering their own plots and maintaining the surrounding paths. If you will be out of town or on vacation, please arrange to have a fellow gardener watch over your space.
8. All gardens are subject to occasional inspections. If the garden is not in compliance with the guidelines, an email notice will be sent by the garden master. Two weeks later, another inspection will be performed. If the garden is still not in compliance, the garden master will notify the City garden coordinator. Two weeks following this notice, the plot will be subject to forfeiture and must be surrendered at the discretion of City staff. Fees will not be refunded.
9. Fertilizers may be used on garden plots, however, pesticides are not allowed in the garden. Organic ways to control insects and diseases should be used as necessary - the garden master can provide advice.
10. Family members and guests are welcome to the garden site. Plot holder must agree to accompany all guests and understand that he/she is responsible for their actions.
11. Crops and structures over six feet tall are not allowed due to the shadow effect they will cast on neighbor's plots. No interior (plot perimeter) fences are allowed.
12. Biodegradable mulch is encouraged. Examples include: aged compost, leaves, straw, and hay. Carpet mulch, stone, newspaper, cardboard and sod are not allowed. Black plastic is allowed but must be secured.

13. Plot boundaries should be kept weeded and trash free, including the pathways on all sides of your plot.
14. No permanent structures are allowed. All temporary structures must have written approval of City staff.
15. No invasive or illegal plants are allowed. Plants like mint should be grown in containers. A list of invasive plants can be found at: <http://www.mdinvasivesp.org/>
16. Littering or dumping is not allowed. The garden is a carry-in and carry-out facility and should remain trash free. Compost bins are for plant waste only. No dumping or kitchen garbage is allowed.
17. Pets, smoking, alcohol, and glass containers are not allowed.
18. Harvesting another plot is only allowed with explicit permission from the plot owner.
19. Any conflicts among gardeners should be referred to the garden master. If that contact is unsuccessful in resolving your issue, the City garden coordinator should be notified.
20. If vandalism or theft occurs, notify the garden master immediately. Help us discourage trespassing losses by talking to unfamiliar visitors.
21. Gardeners must provide a minimum of 4 hours of shared work during each calendar year through workdays or other special projects arranged with the garden coordinator.
22. Gardeners must attend designated general membership meetings.
23. A hold harmless agreement acceptable to the City must be provided by each gardener.
24. The annual fee for membership is \$15.00 per plot.
25. These Community Garden Rules and Regulation are subject to review and change at any time by the City.

Calvert Hills Community Garden Proposed Site



7

Request to Rename Paint Branch Parkway



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Scott Somers, City Manager

Meeting Date: February 2, 2016

Presented By: Scott Somers, City Manager

Proposed Consent Agenda: Yes

Originating Department: Administration

Issue Before Council: Consider supporting a request by the University of Maryland to rename Paint Branch Parkway to Campus Drive.

Strategic Plan Goal: Goal 1: One College Park and Goal 3: High Quality Development and Reinvestment

Background/Justification:

The City has received a request from the University of Maryland to support their intention submit a request to Prince George's County to rename Paint Branch Parkway to Campus Drive. Please see the attached letter.

Fiscal Impact: There is no fiscal impact anticipated.

Council Options:

- #1 Support a request by the University of Maryland to rename Paint Branch Parkway to Campus Drive by directing staff to prepare a letter of support and authorizing the Mayor to sign.
- #2 Do not support a request by the University of Maryland to rename Paint Branch Parkway to Campus Drive.
- #3 Table this item for a future meeting.

Staff Recommendation:

Staff will take direction from Council.

Recommended Motion:

If appropriate, *I move to support a request by the University of Maryland to rename Paint Branch Parkway to Campus Drive, directing staff to prepare a letter of support and authorizing the Mayor to sign.*

Attachments:

- 1. Letter from the University of Maryland requesting City support



UNIVERSITY OF MARYLAND

DIVISION OF ADMINISTRATION & FINANCE

Office of the Vice President

*M&C
Somers
Gardner
Schum
Harpers*

2119 Main Administration Building
College Park, Maryland 20742
301.405.1105 TEL
www.vpaf.umd.edu

December 8, 2015

RECEIVED

The Honorable Patrick L. Wojahn
Mayor
City of College Park
4500 Knox Rd.
College Park, MD 20740

DEC 11 2015

City of College Park
Administration Office

The Honorable Vernon Archer
Mayor
Town of Riverdale Park
5008 Queensbury Rd.
Riverdale Park, MD 20737

Subject: Proposal to Rename Paint Branch Parkway

Dear Mayors Wojahn and Archer:

This letter sets forth an intention to request renaming a section of Prince George's County roadway currently named Paint Branch Parkway. Paint Branch Parkway extends approximately 1.6 miles between Baltimore and Kenilworth Avenues, and is located in the municipalities of College Park and Riverdale Park. To the east, it becomes Good Luck Road and to the west, it is named Campus Drive as it enters the University of Maryland (image attached). The University believes a name change to Campus Drive or Campus Parkway will benefit both the University and the surrounding community for the reasons stated below.

First, extending the name Campus Drive would provide greater continuity between the main campus, the forthcoming Innovation District, and the M Square Research Park. The University aims to better connect the Research Park, which will eventually employ an estimated 6,500 people, with the main campus. Extending Campus Drive to its doorstep would be a significant step towards achieving that goal as well as reinforcing the connection of the College Park Metro Station to the UMD campus.

Second, a name change would provide clarity in wayfinding. Visitors, as well as members of the local community, will be able to navigate more easily and articulate directions more effectively. This will help to mitigate heavy traffic flow to and from the University onto Baltimore Avenue by providing a clear exit strategy to direct traffic to continue on Campus Drive to Kenilworth Avenue. A clear alternative to exiting onto Baltimore Avenue is expected to lessen the impacts of congestion along that heavily trafficked roadway.

And, finally, since the number of properties on Paint Branch Parkway is limited, and several of them are owned by the University, the process of modifying street addresses would be straightforward. The University would, of course, reach out to owners to explain this proposal

P.L. Wojahn and V. Archer
December 8, 2015
Page 2

and answer any questions. The following properties currently have Paint Branch Parkway addresses:

- University of Maryland Fire and Rescue Institute, 4500 Paint Branch Pkwy
- University of Maryland Paint Branch Building, 4501 Paint Branch Pkwy
- U.S. Food and Drug Administration, 5100 Paint Branch Pkwy
- College Park Tennis Club, 5200 Paint Branch Pkwy
- 94th Aero Squadron Restaurant (closed), 5240 Paint Branch Pkwy
- University of Maryland Patapsco Building, 5145 Paint Branch Pkwy
- Herbert Wells Ice Rink and Ellen E. Linson Splash Park, 5211 Paint Branch Pkwy

We view this proposal as a positive development for the University of Maryland and for the College Park and Riverdale Park communities. Extending Campus Drive would provide clarity, continuity, and the potential to mitigate traffic from the University and Baltimore Avenue. We request your support for this proposed initiative and eagerly await a response.

Sincerely,



Carlo Colella
Vice President for Administration and Finance

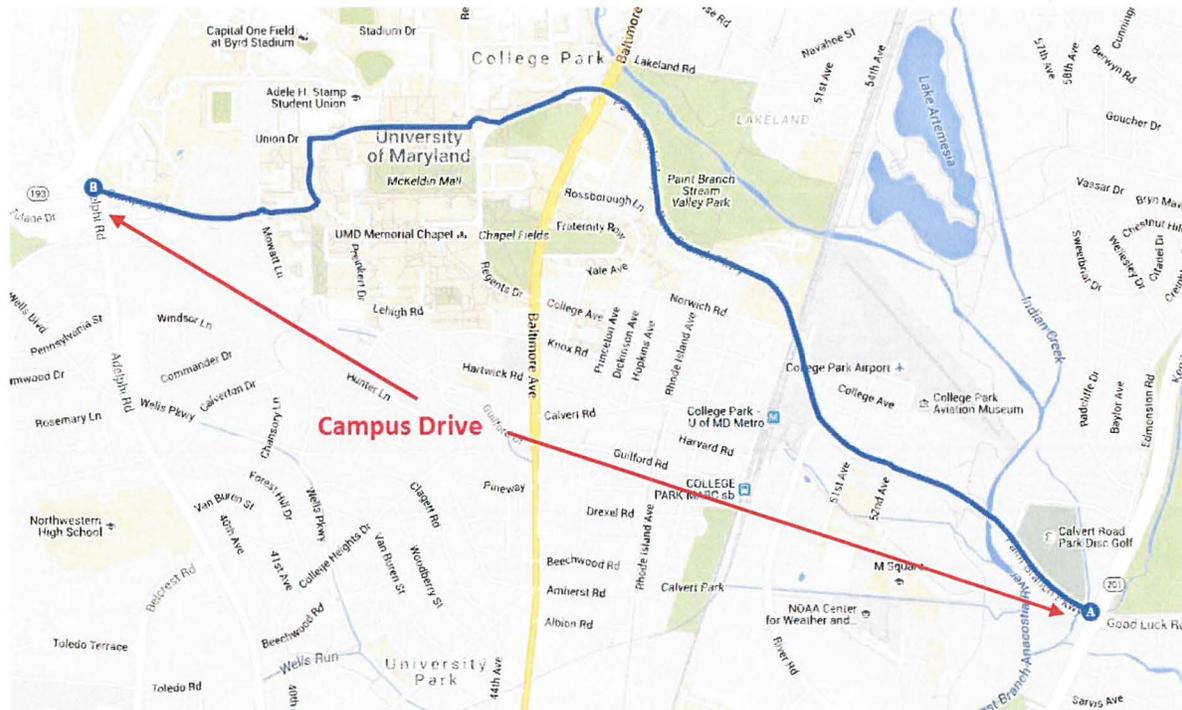
Enc.

cc: The Hon. Rushern L. Baker, III
Mr. Bradley W. Frome
The Hon. Dannielle M. Glaros
Mr. David S. Iannucci
Ms. Sara Imhulse
Dr. Wallace D. Loh
Mr. Darrell Mobley
Mr. Eric C. Olson
Mr. Scott Somers
Mr. Ross Stern
The Hon. James A. Rosapepe

Current Conditions: Paint Branch Parkway and Campus Drive



Proposed: Campus Drive



8

Review of Legislation (placeholder)

9

Review/Status of Future Agenda items



TO: Mayor, City Council, City Manager and Department Directors
FROM: Janeen S. Miller, City Clerk
DATE: January 27, 2016
RE: Future Agendas

The following items are tentatively placed on future agendas. This list has been prepared by the City Manager and me, and represents the current schedule for items that will appear on future agendas.

TUESDAY, FEBRUARY 16, 2016

Presentation/Discussion with Aaron Marcavitch about: 1) Bicycle Infrastructure MOU between local communities; and 2) Maryland Milestones/ATHA update – Aaron Marcavitch, Executive Director, Maryland Milestones/ATHA Inc.

Discussion of Farmers Markets: End-of-season review and survey results – Terry Schum and Randall Toussaint, Planning Department

01-13-16: Annual Economic Development Report – Randall Toussaint, Economic Development Coordinator

01-12-15: Discussion of RISE Zone – Bill Gardiner, Assistant City Manager

09-02-15: Discussion of Prince George's County Zoning Rewrite – Terry Schum, Director of Planning

10-21-15: SunTrust Master Lease #3 for fleet purchases – Steve Groh, Director of Finance

12-09-15: Discussion about the possibility of creating a Martin Luther King, Jr. Tribute Committee – Scott Somers, City Manager

Staff follow-up on exploration of an Arts and Entertainment District – Bill Gardiner, Assistant City Manager

Review of legislation (possible Special Session) – Bill Gardiner, Assistant City Manager

TUESDAY, MARCH 1, 2016

01-19-16: Follow-up to January 19 discussion about non-binding referendum for Charter Amendments – Suellen Ferguson, City Attorney

Review of legislation (possible Special Session) – Bill Gardiner, Assistant City Manager

TUESDAY, MARCH 15, 2016

01-13-16: Award of Contract for Health, Dental, Workers' Compensation and Liability Insurances for FY '17 – Jill Clements, Director of Human Resources

10-06-15: EAC Recommendations for the use of the \$80,000 Education Improvement Fund – Carolyn Bernache, Chair, Education Advisory Committee

01-14-16: Neighborhood Quality of Life Committee Report

12-16-15: Proposed Complete Streets Policy – Terry Schum, Director of Planning and Steve Beavers, Community Development Coordinator

Review of legislation (possible Special Session) – Bill Gardiner, Assistant City Manager

TUESDAY, APRIL 5, 2016

Review of legislation (possible Special Session) – Bill Gardiner, Assistant City Manager

FUTURE WORKSESSIONS

03-08-12: Trolley Trail negotiations – Suellen Ferguson, City Attorney

01-07-14: Model Public Participation Ordinance – Mayor Wojahn

02-11-14: Discussion of an awards program to encourage and reward property owners (CBE)

03-04-14: Discussion of how the City can improve communication with non-English speaking residents – Councilmember Brennan

Draft resolution establishing a Business Recycling Task Force - Bill Gardiner, Assistant City Manager

Logistical issues/information needed to develop a business recycling program – Bob Stumpff, Director of Public Works

10-06-14: Discussion of amendments to the City Code to add requirements for the prevention of sediment runoff and erosion of soil from residential and non-residential properties (Chapters 125-8.I & 157-6.B(1)(a)[5]) – Bob Ryan, Director of Public Services

10-06-14: Discussion of an amendment to the City Code to prohibit the placement of furniture not designed for outdoor use, within or under a permanent accessory structure such as a covered porch or gazebo (Chapter 125-10.N) – Bob Ryan, Director of Public Services

11-18-14: Proposed Revisions to the City's "48 hour parking" rule – Bob Ryan, Director of Public Services and Suellen Ferguson, City Attorney

05-01-15: Discussion of CBE Proposal for hen keeping in College Park – request of Councilmember Kabir

Discussion about issuing a Request for Expressions of Interest for the Calvert Road School site

05-19-15: Discussion of City-wide technology plan – request of Councilmember Kabir

08-05-15: Report from "Council Internship Program Subcommittee" – Councilmember Kabir

09-01-15: Follow-up to request for commuter shuttle bus service – Steve Groh and Bill Gardiner

09-09-15: Presentation by Prince George's County Public Schools on the Capital Improvement Plan for northern Prince George's County

Award of Contract for the Construction of Duvall Field Concession Building and Plaza - Terry Schum, Director of Planning

10-06-15: I-495 and Route 1 intersection safety improvements – SHA

10-06-15: Discussion about the future of the Neighborhood Watch Steering Committee

10-20-15: Presentation of alternatives for Greenbelt Road at Rhode Island Avenue intersection – Venu Nemani, SHA District Engineer

12-14-15: Award of contract for stormwater management projects along Rhode Island Avenue and Narragansett Parkway – Terry Schum, Director of Planning

01-06-16: Follow-up to the January 5 discussion of recommendations by the Noise Control Board – Suellen Ferguson, City Attorney

12-11-15: Discussion on Landlord Orientation Pilot Program – Scott Somers, City Manager

01-20-16: Update to request for Commuter Shuttle Bus Service – Bill Gardiner, Assistant City Manager

03-24-15: Review of the City's Emergency Preparedness Plan – Bob Ryan, Director of Public Services

FY 2017 Budget Schedule:

February 12: Council Wish Lists due to Finance

March 31: City Manager's requested budget distributed to Mayor and Council

April 9 and April 16: Saturday Budget Worksessions (second one is only if needed)

April 25: Budget Ordinance Introduced

May 10: Budget Public Hearing and Constant Yield Tax Rate Public Hearing

May 17: Worksession discussion of possible budget changes after PH, if needed

May 24: Budget adoption

Budget Parking Lot:

FY 2015:

1. Public Services-Admin performance measure #2 (response within 1 business day) (Wojahn): Worksession follow-up (Bob Ryan)
2. ~~CBE carbon footprint audit (Fellows): (Audit was never completed) Update in June 2015 (August 2015)~~
3. ~~Social media (Facebook, Twitter, etc.) (Wojahn): Worksession discussion (Sarah Price)~~
4. Reduce printing City-wide (Brennan): Worksession discussion

FY 2016:

5. ~~Discussion of adding recycling containers where there are trash receptacles (this is being done)~~
6. Cistern at Public Works
7. ~~Reports from direct grant recipients~~
8. Performance Measures
9. SunGard Business Process Review (Part 2)
10. ~~Shuttle Bus Service (July)~~
11. Finance satellite office at Public Works
12. ~~Use of \$80,000 Education Improvement Fund (October 6)~~
13. ~~Discussion of Council Internship program (August)~~
14. ~~Joint Marketing with UMD Visitors Center (October 20)~~

May 10, 2014 Retreat Parking Lot:

1. Staff Capacity: How to strategically build capacity (increase staff) to meet future needs – example: a communications person may be needed next. Where is staff having trouble meeting demands?
2. What is the City's role vis-à-vis Day Care needs in the City

10

Appointments to Boards and Committees

City of College Park
Board and Committee Appointments

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

Advisory Planning Commission			
Appointee	Represents	Appointed by	Term Expires
Larry Bleau 7/9/02	District 1	Mayor	01/19
Rosemarie Green Colby 04/10/12	District 2	Mayor	04/18
Christopher Gill 09/24/13	District 1	Mayor	09/16
James E. McFadden 2/14/99	District 3	Mayor	04/16
Kate Kennedy 08/11/15	District 1	Mayor	08/18
Javid Farazad 10/27/15	District 4	Mayor	10/18
John Rigg 01/12/16	District 3	Mayor	01/19
<p>City Code Chapter 15 Article IV: The APC shall be composed of 7 members appointed by the Mayor with the approval of Council, shall seek to give priority to the appointment of residents of the City and assure that there shall be representation from each of the City's four Council districts. Vacancies shall be filled by the Mayor with the approval of the Council for the unexpired portion of the term. Terms are three years. The Chairperson is elected by the majority of the Commission. Members are compensated. Liaison: Planning.</p>			

Aging-In-Place Task Force			
Appointee	Position Filled:	Resides In:	Term Expires
VACANT	Resident 1		Upon completion and submission of final report to the City Council.
Darlene Nowlin 10/14/14	Resident 2	District 4	
VACANT	Resident 3		
Lisa Ealley 01/27/15	Resident 4	District 1	
Judy Blumenthal 01/27/15	Resident 5	District 1	
Dave Dorsch 03/10/15	Resident 6	District 3	
Helen Barnes 04/15/15	Resident 7	District 3	
VACANT	Resident 8		
VACANT	Councilmember #1		
Patrick L. Wojahn 11/25/14	Councilmember #2	District 1	
P. J. Brennan 11/25/14	Councilmember #3	District 2	
Fazlul Kabir 11/25/14	Councilmember #4	District 1	
<p>Established April 2014 by Resolution 14-R-07. Council positions expanded from 2 to 4 by Resolution 14-R-34 October 2014. Final report of strategies and recommendations to Council anticipated January 2015. Composition: 8 City residents (with the goal of having two from each Council District) and 4 City Council representatives, for a total of 12. Quorum = 5. Task Force shall elect Chairperson from membership. Not a compensated committee. Liaison: Director of Youth, Family and Seniors Services.</p>			

Airport Authority			
Appointee	Resides in	Appointed by	Term Expires
James Garvin 11/9/04	District 3	M&C	10/18
Jack Robson 5/11/04	District 3	M&C	03/17
Anna Sandberg 2/26/85	District 3	M&C	03/16
Gabriel Iriarte 1/10/06	District 3	M&C	04/16
Christopher Dullnig 6/12/07	District 2	M&C	01/17
David Kolesar 04/28/15	District 1	M&C	04/18
Dave Dorsch 08/11/15	District 3	M&C	08/18
City Code Chapter 11 Article II: 7 members, must be residents and qualified voters of the City, appointed by Mayor and City Council, <i>term to be decided by appointing body</i> . Vacancies shall be filled by M&C for an unexpired portion of a term. Authority shall elect Chairperson from membership. Not a compensated committee. Liaison: City Clerk's Office.			

Animal Welfare Committee			
Appointee	Resides in	Appointed by	Term Expires
Lois Donaty 07/14/15	District 2	M&C	07/18
Dave Turley 3/23/10	District 1	M&C	03/16
Patti Stange 6/8/10	Non resident	M&C	02/17
Taimi Anderson 6/8/10	Non resident	M&C	02/18
Suzie Bellamy 9/28/10	District 4	M&C	04/17
Nick Brennan 05/26/15	District 2	M&C	05/18
Kathy Rodeffer 11/24/15	Non resident	M&C	11/18
Resolution 15-R-26, 10-R-20: Up to fifteen members appointed by the Mayor and Council for three-year terms. Not a compensated committee. Liaison: Public Services.			

Board of Election Supervisors			
Appointee	Represents	Appointed by	Term Expires
John Robson (Chief) 5/24/94	Mayoral appt	M&C	03/17
Terry Wertz 2/11/97	District 1	M&C	03/17
Mary Katherine Theis 02/24/15	District 2	M&C	03/17
Janet Evander 07/16/13	District 3	M&C	03/17
Maria Mackie 08/12/14	District 4	M&C	03/17
City Charter C4-3: The Mayor and Council shall, not later than the first regular meeting in March of each year in which there is a general election, appoint and fix the compensation for five qualified voters as Supervisors of Elections, one of whom shall be appointed from the qualified voters of each of the four election districts and one of whom shall be appointed by the Mayor with the consent of the Council. The Mayor and Council shall designate one of the five Supervisors of Elections as the Chief of Elections. This is a compensated committee; compensation is based on a fiscal year. Per Council action (item 11-G-66) effective in March, 2013: In an election year all of the Board receives compensation. In a non-election year only the Chief Election Supervisor will be compensated. Liaison: City Clerk's office.			

Cable Television Commission			
Appointee	Resides in	Appointed by	Term Expires
Jane Hopkins 06/14/11	District 1	Mayor	09/17
VACANT		Mayor	
James Sauer 9/9/08	District 3	Mayor	10/16
Tricia Homer 3/12/13	District 1	Mayor	03/16
Normand Bernache 09/23/14	District 4	Mayor	09/17
City Code Chapter 15 Article III: Composed of four Commissioners plus a voting Chairperson, appointed by the Mayor with the approval of the Council, three year terms. This is a compensated committee. Liaison: City Manager's Office.			

College Park City-University Partnership			
Appointee	Represents	Appointed by	Term Expires
Carlo Colella	Class A Director	UMD President	06/30/18
Edward Maginnis	Class A Director	UMD President	06/30/18
Michael King	Class A Director	UMD President	06/30/16
Brian Darmody	Class A Director	UMD President	06/30/17
Patrick L. Wojahn (01/12/16)	Class B Director	M&C	06/30/17
Maxine Gross	Class B Director	M&C	06/30/18
Senator James Rosapepe	Class B Director	M&C	06/30/16
Stephen Brayman	Class B Director	M&C	06/30/17
David Iannucci (07/15/14)	Class C Director	City and University	06/30/17
Dr. Richard Wagner	Class C Director	City and University	06/30/16
The CPCUP is a 501(c)(3) corporation whose mission is to promote and support commercial revitalization, economic development and quality housing opportunities consistent with the interests of the City of College Park and the University of Maryland. The CPCUP is not a City committee but the City makes appointments to the Partnership. Class B Directors are appointed by the Mayor and City Council; Class C Directors are jointly appointed by the Mayor and City Council and the President of the University of Maryland.			

Citizens Corps Council			
Appointee	Represents	Appointed by	Term Expires
Spiro Dimakas		M&C	10/17
Yonaton Kobrias 10/14/14		M&C	10/17
VACANT	Neighborhood Watch	M&C	
Dan Blasberg 3/27/12		M&C	03/18
David L. Milligan (Chair) 12/11/07		M&C	02/17
Resolution 05-R-15. Membership shall be composed as follows: A Citizen Corps Coordinator for each neighborhood shall be nominated and appointed by the Mayor and Council and serve as a potential member of the CPCCC for the term of their respective office in the neighborhood group. Mayor and Council shall nominate and appoint 5 to 7 residents to serve as community coordinators and to serve on the CPCCC. At least one member of the CPCCC shall be the Neighborhood Watch Coordinator, and at least one member shall represent each of the other Citizen Corps programs such			

as CERT, Fire Corps, Volunteers In Police Service, etc. Each member of the CPCCC shall serve for a term of 3 years, and may be reappointed for an unlimited number of terms. The Mayor, with the approval of the City Council, shall appoint the Chair and Co-Chair of the CPCCC from among the members of the committee. The Director of Public Services shall serve as an ex officio member. Not a compensated committee. Liaison: Public Services.

Committee For A Better Environment			
Appointee	Resides in	Appointed by	Term Expires
Janis Oppelt 8/8/06	District 1	M&C	01/19
Suchitra Balachandran 10/9/07	District 4	M&C	01/17
Donna Weene 9/8/09	District 1	M&C	01/19
Kennis Termini 01/14/14	District 1	M&C	01/17
Matt Dernoga 12/09/14	District 1	M&C	12/17
Karen Garvin 04/28/15	District 1	M&C	04/18
Susan Keller 05/26/15	District 1	M&C	05/18
Adam Killian 11/24/15	District 1	M&C	11/18
Alan Hew 01/12/16	District 4	M&C	01/19
City Code Chapter 15 Article VIII: No more than 25 members, appointed by the Mayor and Council, three year terms, members shall elect the chair. Not a compensated committee. Liaison: Planning.			

Education Advisory Committee			
Appointee	Represents	Appointed by	Term Expires
Cory Sanders 09/24/13	District 1	M&C	09/15
Charlene Mahoney 12/11/12	District 2	M&C	02/17
Alethea Ten Eyck-Sanders 11/10/15	District 3	M&C	11/17
Melissa Day 9/15/10	District 3	M&C	03/17
Carolyn Bernache 2/9/10	District 4	M&C	12/16
Doris Ellis 9/28/10	District 4	M&C	12/16
Tricia Homer 04/22/14	District 1	M&C	04/16
Peggy Wilson 6/8/10	UMCP	UMCP	05/16
Dawn Powers 1/26/16	District 2	M&C	01/18
Resolutions 15-R-25, 97-R-17, 99-R-4 and 10-R-13: At least 9 members who shall be appointed by the Mayor and Council: at least two from each Council District and one nominated by the University of Maryland. Two year terms. The Committee shall appoint the Chair and Vice-Chair of the Committee from among the members of the Committee. Not a compensated committee. Liaison: Youth and Family Services.			

Ethics Commission			
Appointee	Represents	Appointed by	Term Expires
Nora Eidelman 11/24/15	District 1	Mayor	11/17
Joe Theis 05/12/15	District 2	Mayor	05/17
James Sauer 12/09/14	District 3	Mayor	12/16
Gail Kushner 09/13/11	District 4	Mayor	01/18
Robert Thurston 9/13/05	At Large	Mayor	02/16
Alan C. Bradford 1/23/96	At-Large	Mayor	11/17
Frank Rose 05/08/12	At-Large	Mayor	05/14

City Code Chapter 38 Article II: Composed of seven members appointed by the Mayor and approved by the Council. Of the seven members, one shall be appointed from each of the City's four election districts and three from the City at large. 2 year terms. Commission members shall elect one member as Chair for a renewable one-year term. Commission members sign an Oath of Office. Not a compensated committee. Liaison: City Clerk's office.

Housing Authority of the City of College Park			
Bob Catlin 05/13/14		Mayor	05/01/19
Betty Rodenhausen 04/09/13		Mayor	05/01/18
John Moore 9/10/96		Mayor	05/01/19
Thelma Lomax 7/10/90		Mayor	05/01/20
Carl Patterson 12/11/12	Attick Towers resident	Mayor	05/01/16

The College Park Housing Authority was established in City Code Chapter 11 Article I, but it operates independently under Article 44A Title I of the Annotated Code of Maryland. The Housing Authority administers low income housing at Attick Towers. The Mayor appoints five commissioners to the Authority; each serves a five year term; appointments expire May 1. Mayor administers oath of office. One member is a resident of Attick Towers. The Authority selects a chairman from among its commissioners. The Housing Authority is funded through HUD and rent collection, administers their own budget, and has their own employees. The City supplements some of their services.

Neighborhood Quality of Life Committee			
Name:	Represents:	Appointed By:	Term Ends:
Mayor and City Council of the City of College Park			Term in office
Chief David Mitchell	UMD DPS (UMD Police)	University	02/16
Dr. Andrea Goodwin	UMD Administration – Rep 1	University	02/16
Marsha Guenzler-Stevens (Stamp Student Union)	UMD Administration – Rep 2	University	04/16
Matthew Supple (Fraternity-Sorority Life)	UMD Administration – Rep 3	University	04/16
Gloria Aparicio- Blackwell (Office of Community Engagement)	UMD Administration – Rep 4	University	04/16
Karyn Keating-Volke	City Resident 1	City Council	02/17
Aaron Springer	City Resident 2	City Council	10/17

Bonnie McClellan	City Resident 3	City Council	04/16
VACANT	City Resident 4	City Council	
Bob Schnabel	City Resident 5	City Council	08/17
Ryan Belcher	City Resident 6	City Council	09/17
Cole Holocker	UMD Student 1	City Council	11/16
Adler Pruitt	UMD Student 2	City Council	09/17
Taylor Roethle	UMD Student 3	IFC	09/17
VACANT	UMD Student 4		
VACANT	UMD Student 5	Nat'l Pan-Hell. Council, Inc. / United Greek Council	
Drew Hogg	Graduate Student	GSG Representative	09/17
VACANT	Student Co-Operative Housing	City Council	
Maj. Bill Alexander	PG County Police Dept.	PG County Police	
Bob Ryan	Director of Public Services	City Council	10/15
Jeannie Ripley	Manager of Code Enforcement	City Council	
Lisa Miller	Rental Property Owner	City Council	02/16
Richard Biffl	Rental Property Owner	City Council	02/16
Paul Carlson	Rental Property Owner	City Council	03/16
<p>Established by Resolution 13-R-20 adopted September 24, 2013 to replace the Neighborhood Stabilization and Quality of Life Workgroup. Amended October 8, 2013 (13-R-20.Amended). Amended February 11, 2014 (14-R-03). Amended July 15, 2014 to change the name (14-R-23). City Liaison: City Manager's Office. Two year terms. Main Committee to meet four times per year. This is not a compensated committee.</p>			

Neighborhood Watch Steering Committee			
	Resident of:	Appointed By:	Term Expires:
Robert Boone 04/12/11	District 1	M&C	03/17
Aaron Springer 02/14/12	District 3	M&C	05/16
Nick Brennan 04/22/14	District 2	M&C	04/16
<p>Created on April 12, 2011 by Resolution 11-R-06 as a three-person Steering Committee whose members shall be residents. Coordinators of individual NW programs in the City shall be ex-officio members. Terms are for two years. Annually, the members of the Steering Committee shall appoint a Chairperson to serve for a one-year term. Meetings shall be held on a quarterly basis. This Resolution dissolved the Neighborhood Watch Coordinators Committee that was established by 97-R-15. This is not a compensated committee. Liaison: Public Services.</p>			

Noise Control Board			
Appointee	Represents	Appointed by	Term Expires
Mark Shroder 11/23/10	District 1	Council, for District 1	01/19
Harry Pitt, Jr. 9/26/95	District 2	Council, for District 2	03/16
Alan Stillwell 6/10/97	District 3	Council, for District 3	09/16
Suzie Bellamy	District 4	Council, for District 4	12/16
Adele Ellis 04/24/12	Mayoral Appt	Mayor	04/16
Bobbie P. Solomon 3/14/95	Alternate	Council - At large	05/18
Larry Wenzel 3/9/99	Alternate	Council - At large	02/18

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

Recreation Board			
Appointee	Represents	Appointed by	Term Expires
Eric Grims 08/12/14	District 1	M&C	08/17
Sarah Araghi 7/14/09	District 1	M&C	10/18
Alan C. Bradford 1/23/96	District 2*	M&C	02/17
VACANT	District 2	M&C	
Adele Ellis 9/13/88	District 3	M&C	02/17
VACANT	District 3	M&C	
Barbara Pianowski 3/23/10	District 4	M&C	05/17
Judith Oarr 05/14/13	District 4	M&C	05/16
Bettina McCloud 1/11/11	Mayoral	Mayor	02/17
	Mayoral	Mayor	

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

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

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

Tree and Landscape Board			
Member	Represents	Appointed by	Term Expires
Christine O'Brien 08/11/15	Citizen	M&C	08/17
John Krouse	Citizen	M&C	10/16
Eric Hoffman 08/11/15	Citizen	M&C	08/17
Mark Wimer 7/12/05	Citizen	M&C	10/16
Joseph M. Smith 09/23/14	Citizen	M&C	09/16
Janis Oppelt	CBE Chair Liaison		
John Lea-Cox 1/13/98	City Forester	M&C	04/17
Steve Beavers	Planning Director		
Brenda Alexander	Public Works Director		
City Code Chapter 179-5: The Board shall have 9 voting members: 5 citizens appointed by M&C, plus the CBE Chair or designee, the City Forester or designee, the Planning Director or designee and the Public Works Director or designee. Two year terms. Members choose their own officers. Not a compensated committee. Liaison: City Clerk's office.			

Veterans Memorial Committee			
Appointee	Represents	Appointed by	Term Expires
Deloris Cass 11/7/01		M&C	12/15
Joseph Ruth 11/7/01	VFW	M&C	01/19
Blaine Davis 10/28/03	American Legion	M&C	01/19
Rita Zito 11/7/01		M&C	12/18
Doris Davis 10/28/03		M&C	01/19
Arthur Eaton		M&C	11/16
Seth Gomoljak 11/6/14		M&C	11/17
VACANT			
Resolution 15-R-27, 01-G-57: Board comprised of 9 to 13 members including at least one member from American Legion College Park Post 217 and one member from Veterans of Foreign Wars Phillips-Kleiner Post 5627. Appointed by Mayor and Council. Three year terms. Chair shall be elected each year by the members of the Committee. Not a compensated committee. Liaison: Public Works.			

TO: Bill Gardiner, Assistant City Manager
FROM: Len Lucchi and Eddie Pounds, City Lobbyists
Date: January 29, 2015
RE: Legislative Report

The General Assembly of Maryland had completed its second full week. So far, 416 Senate Bills and 464 House Bills have been introduced, with the Senate filing deadline next week and the House filing deadline the week after. Of course, the most important bill that has been filed is the Governor's budget, which is still being dissected by analysts from every sector. Here is an overview of what has occurred so far:

1. The Budget – The Governor released his budget on January 23. With regard to transportation funding, the budget eliminated the one-time special transportation grants and slightly increased the base budget for Highway User Revenues as the Governor's down payment toward his pledge to MML and MACo to eventually bring HUR funding to where it once was. The budget also continues flat funding for State Aid for Police Protection.
2. Municipal Bills –
 - a. House Bill 277 - Municipalities - Authority to Serve Citations for Violations of County Laws – Allows a municipal employee to enforce certain county ordinances.
 - b. Senate Bill 248 - Municipalities - Vacant or Blighted Buildings - Registration and Remediation – Allows a municipality to establish a registry of vacant or blighted buildings and to establish a special remediation fund.
 - c. Senate Bill 326 - Municipal Elections - Certificates of Candidacy - Proof of Filing – Requires a municipality to provide a candidate for municipal office with proof of filing.
3. Local Bills – The Prince George's County House Delegation is beginning its consideration of local bills that just affect Prince George's County or bicounty agencies. There are 33 such bills although late-filed bills will be accepted until next week with a hearing on late filed bills scheduled for Monday, February 8, 2016 in Annapolis. We are working with Senator Rosapepe for the introduction of a bill to alter the student housing exemption for the school facilities surcharge and of a bond bill for streetscaping in North College Park.

It is a pleasure and honor to represent the City in the State Capitol. We look forward to our work on your behalf over the next 10 weeks.

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