



TUESDAY, FEBRUARY 16, 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

WORKSESSION DISCUSSION ITEMS

1. 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.
2. Follow-up -- Proposed amendment to the Declaration of Covenants and Agreement for University View I and II and University Village – Terry Schum, Director of Planning
3. Discussion of joint RISE Zone Application – Bill Gardiner, Assistant City Manager
4. Discussion of Prince George's County Zoning Rewrite – Terry Schum, Director of Planning
5. SunTrust Master Lease #3 for fleet purchases – Steve Groh, Director of Finance
6. Consideration of Department of Defense request to become a “Commemorative Partner for the 50th Anniversary of the Vietnam War” – Mayor Wojahn
7. Review of legislation (possible Special Session) – Bill Gardiner, Assistant City Manager

8. Review/Status of Future Agenda items
9. Appointments To Boards and Committees

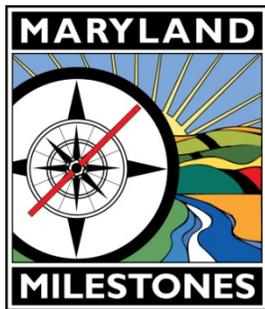
COUNCIL COMMENTS

INFORMATION/STATUS REPORTS (For Council Review)

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

1

- Bicycle Infrastructure
MOU between local
communities
 - Maryland
Milestones/ATHA
update



Anacostia Trails Heritage Area

Managing Board

Lee Cain, President
Alfonso Navarez, Vice-President
Tracey Toscano, Treasurer
Pat Williams, Secretary

Rose Green Colby
Jonathan Ebbeler
Laurie Lemieux
Joseph Pruden
Carl Smith
D. Lingua (Gov. Board Liaison)

Executive Director

Aaron Marcavitch

February 12, 2016

Dear Mayors, Councilmembers, and Commissioners:

I am forwarding to you for review and signature a Memorandum of Understanding and a “Frequently Asked Questions” document related to the development, connection, and improvement of bicycle and walking routes.

Earlier in 2015, each of the communities within the Anacostia Trails Heritage Area sat down and discussed potential bike connections between the trails and our communities. We identified potential routes, maintenance issues, and future plans. Out of that process, those that participated agreed that a MOU should be put in place that would help guide future discussions.

These meetings were hosted jointly by Councilmembers Glaros and Tavaras, in cooperation with ATHA Inc. These county councilmembers have shown great interest in making sure our bike system for the region is robust. ATHA Inc. has been involved because of our interest in bicycle tourism. However, this interest can only go so far. We now need each of the communities within ATHA to sign on and agree to move this effort forward.

Do not hesitate to contact me with questions or concerns. We look forward to working with each of the communities on the specific goal of growing bicycle and pedestrian use.

Sincerely,

Aaron Marcavitch

Executive Director, ATHA Inc.

Inter-Municipal Bicycle Trails Working Group

Frequently Asked Questions

What is the Inter-Municipal Bicycle Trails Working Group? The Inter-Municipal Bicycle Trails Working Group (henceforth “The Group” or “The Inter-Municipal Group”) is a body of representatives from thirteen municipalities within the Anacostia Trails Heritage Area (ATHA) which will meet regularly and create an agreement for the planning, development, promotion, and maintenance of the bicycle path network within the ATHA district.

How was the Group started? Several County Councilmembers, the Director of ATHA, and other local municipal leaders saw the need for coordination in creating and promoting a safe, well-marked, connected, and integrated bicycle and pedestrian path network. Through the leadership of ATHA’s Director, Aaron Marcavitch, and support from the Council, the thirteen municipalities within ATHA are being contacted and encouraged to designate a representative for the Group as well as to sign on to the Group’s Memorandum of Understanding.

Why do we need a Memorandum of Understanding? A Memorandum of Understanding is simply a framework agreement for the Group’s purpose, how it will operate, and sets a foundation for a cooperative approach in the development and improvement of the bike trails network. The Memorandum of Understanding is amendable, and as participation in the Group is voluntary, any member can withdraw from the Memorandum of Understanding by officially notifying the Group’s Chair and other parties.

How is the Group’s goals related to the Prince George’s Countywide Master Plan of Transportation Bikeways & Trails? The initial leadership and members of the Group have been interacting regularly with Park & Planning, coordinating with the Master Plan’s design, but also working with the staff to seek improvements upon the plan, especially within ATHA’s district. The Group has also been regularly attending the Bicycle and Trails Advisory Group (BTAG) to inform BTAG’s members of its purpose and exchange information for the betterment of the entire Master Plan.

If Park & Planning is creating a Countywide Master Plan through their staff and they are having regular BTAG meetings, why is the The Inter-Municipal Group needed? Park & Planning’s Master Plan calls for the creation of 400 new miles of hard and soft trails in Prince George’s County by 2040. This is a huge goal- given Park & Planning’s resources, it will be a lengthy period before their Master Plan is fully implemented. The Inter-Municipal Group, being focused on only a small area of the County, will be dedicated to a cooperative approach in developing and improving the bicycle path network for the ATHA district in a much shorter time period.

Can you provide more insight on what is meant by “developing and improving” the bicycle path network? A large percentage of the bicycle trails in the ATHA district are not interconnected, are poorly marked, and are less than safe to ride on. Additionally, maintenance responsibilities are vague for certain trail sections. The Group will focus on a plan to add paths in creating an interconnected network of bicycle paths, establishing markers and signage that is universal to the ATHA (and County) district, enhancing the trails to make them safer, define and develop maintenance agreements to ensure all jurisdictions (and other organizations) are aware of their maintenance responsibilities and follow through with them, and develop a strategic campaign to promote the bicycle path network.

Our municipality has limited personnel, and we’re not sure any elected official could attend your meetings. Who can we send to represent our jurisdiction? We understand the limitations of some municipalities. The ideal would be to have one of your elected officials represent you. If this is not possible, maybe a staff member, or a community leader, activist, or other resident that has an interest in bicycling, walking, health & fitness, or simply wants to see an improvement in their community through less motorized traffic. If you put the word out to the community, you may be amazed at who would be willing to attend our meetings and represent your town or city.

We hope this FAQ sheet has answered any questions you have about the Inter-Municipal Bicycle Trails Working Group. If you have any further inquiries, please contact Aaron Marcavitch at 301-887-0777.

MEMORANDUM OF UNDERSTANDING

Inter-Municipal Bikeways Working Group

This Memorandum of Understanding is effective this _____ day of _____, 2015, by and between the City of Mount Rainier, the Town of Brentwood, the Town of North Brentwood, the City of Hyattsville, the Town of Edmonston, the Town of Colmar Manor, the Town of Cottage City, the Town of Bladensburg, the Town of Riverdale Park, the Town of University Park, the City of College Park, the Town of Berwyn Heights, and the City of Greenbelt, each of which is a municipal corporation of the State of Maryland, hereinafter referred to collectively as the Municipalities.

W I T N E S S E T H

Whereas, the Prince George’s Countywide Master Plan of Transportation Bikeways and Trails is being developed as a connected network for bicyclists, pedestrians, and other non-motorized forms of transportation, and many of these bikeways run through the Municipalities; and

Whereas, the residents of the Municipalities highly value alternative modes of transportation, especially for personal use, to exercise as well as commute to local amenities such as shops, restaurants, service venues, and even the workplace; and

Whereas, the Municipalities are promoting sustainability and making efforts to reduce the carbon footprint of both their municipality and the residents thereof, as well as reduce motorized vehicle traffic within their jurisdictions; and

Whereas, at times the infrastructure for bicycle and pedestrian paths within the Municipalities is limited, generally unmarked, less-than-safe, and needs notable development and improvement; and

Whereas, the Municipalities have decided to establish the Inter-Municipal Bikeways Working

Group for the purposes of developing, promoting, and maintaining a safe, well-marked, connected and integrated bicycle and pedestrian path network that it will serve all communities as a functional yet healthy transportation amenity in the area for generations.

NOW THEREFORE, in consideration of the sum of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Mount Rainier, the Town of Brentwood, the Town of North Brentwood, the City of Hyattsville, the Town of Edmonston, the Town of Colmar Manor, the Town of Cottage City, the Town of Bladensburg, the Town of Riverdale Park, the Town of University Park, the City of College Park, the Town of Berwyn Heights, and the City of Greenbelt recognize their mutual interest in the development of the bicycle and pedestrian path network, and agree to work together to promote and strive to utilize resources for maintenance, and further agree as follows:

1. The “Whereas” clauses set forth above are included and incorporated as part of this Memorandum of Understanding.
2. The Inter-Municipal Bikeways Working Group be and it is hereby established to advise the municipalities and is charged with: 1. developing a short-term and long-term bicycle path network plan to compliment the Maryland National Capital Park & Planning (M-NCPPC) Trail Master Plan; 2. facilitating the development of a safe, well-marked integrated and connected bicycle path network; 3. creating agreements among municipalities and other organizations for maintenance and improvements of the bikeways; and, 4. facilitating the collection, sharing, and dissemination of information in support of the three items immediately above .

Each Municipality shall appoint at least one representative to serve on the Working Group for an initial term ending on July 1, 2016. It would be preferred that at least one of the representatives be a member of the municipality’s elected body. Subsequent appointments or the filling of vacancies shall be handled by each governing body in a manner it chooses; however, preference shall remain that subsequent members that serve shall be elected officials.

The Working Group shall select its own Chair and other offices, and organize sub-committees as it requires. It may request expertise and information from individuals

and entities, such as staff from the Anacostia Trails Heritage Area Inc. (ATHA) or M-NCPPC, in order to carry out its mission. The Working Group's meetings shall be governed by the Maryland Open Meetings Act, and all meeting minutes shall be available to the public. The Working Group shall provide to each municipality, at a minimum, an annual report by July 30th 2016 summarizing its meetings and activities for the preceding 12 months (more frequent updates to municipalities are expected of the Working Group's representatives).

3. The Municipalities agree to contribute expertise, perspective, and mutual support via membership and participation in the Inter-Municipal Bicycle Trails Working Group.
4. The Municipalities agree to share knowledge of the bicycle paths with each other, including photos, technical and scientific data, and analyses.
5. The Municipalities agree to work collaboratively in building community support, and to solicit the support of the Federal government, State of Maryland, Prince George's County, and other entities needed to develop and maintain the bicycle paths.
6. The Municipalities agree to jointly plan and pursue actions to ensure that the bicycle paths, for its entire network, remains a valuable community resource.
7. The Municipalities agree that any position taken or request for support made by the Inter-Municipal Bikeways Working Group must be affirmatively acted upon by a majority of the Municipalities before the Inter-Municipal Working Group may state support of the position or request. All parties will be informed via email and/or a meeting 14 days in advance prior to any action being taken on a proposed position or a request for support (such as a grant).
8. The Municipalities agree that membership in the Inter-Municipal Bikeways Working Group is voluntary in nature. The Municipalities may, from time to time, amend this Memorandum of Understanding and the directives to the Working Group by adopting identical resolutions stating the amendments. Each municipality may at any time terminate its participation on the Working Group and / or withdraw from this Memorandum of Understanding by officially notifying the Working Group's Chair and the other parties.

IN WITNESS WHEREOF, the Municipalities have caused this Memorandum of Understanding to be effective as of the date and year first written above, and this Memorandum of Understanding shall automatically terminate five years from the effective date, unless it is renewed by all parties. Renewal of this Memorandum of Understanding shall be based on an evaluation of accomplishments under item 2 above.

ATTEST:

CITY OF MOUNT RAINIER

Janis Lomax, Clerk

By: _____
Malinda Miles, Mayor

TOWN OF BRENTWOOD

Magdalena Rojas, Clerk

By: _____
Racio Treminio-Lopez, Mayor

TOWN OF NORTH BRENTWOOD

Eleanor Traynham, Clerk

By: _____
Petrella Robinson, Mayor

CITY OF HYATTSVILLE

Laura Reams, Clerk

By: _____
Candace Hollingsworth, Mayor

TOWN OF EDMONSTON

Michelle Rodriguez, Clerk

By: _____
Tracy Gant, Mayor

TOWN OF COLMAR MANOR

Daniel Baden, Clerk

By: _____
Sadara Barrow, Mayor

TOWN OF COTTAGE CITY

Tina Pryce, Clerk

By: _____
Abel Nunez, Chair Commissioner

TOWN OF BLADENSBURG

Patricia McAuley, Clerk

By: _____
Walter Lee James, Jr, Mayor

TOWN OF RIVERDALE PARK

Jessica Barnes, Clerk

By: _____
Vernon Archer, Mayor

TOWN OF UNIVERSITY PARK

Tracey Toscano, Clerk

By: _____
Len Carey, Mayor

CITY OF COLLEGE PARK

Janeen Miller, Clerk

By: _____
Andrew Fellows, Mayor

TOWN OF BERWYN HEIGHTS

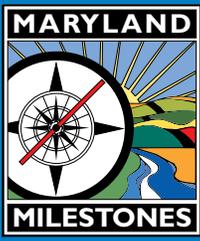
Kerstin Harper, Clerk

By: _____
Jodie Kulpa-Eddy, Mayor

CITY OF GREENBELT

Cindy Murray, Clerk

By: _____
Emmett Jordan, Mayor



MARYLAND MILESTONES

ANACOSTIA TRAILS HERITAGE AREA



Heritage Center Fund

Maryland Milestones/Anacostia Trails Heritage Area Inc. is in the process of creating our permanent home in the new Pyramid Atlantic Art Center on Gallatin Street in Hyattsville. This home will be a place to tell the story of our communities within the Heritage Area and will be the core of the Maryland Milestones/Anacostia Trails Heritage Area interpretation of our shared history, culture, and natural resources. Additionally, this home will be a hub for our work throughout the region - telling local history, building bike tourism infrastructure, protecting natural resources, and expanding arts opportunities.

We are embarking on the design work this winter and during spring 2016 so that we can begin construction in time for the opening of the center in the summer. The funding from this effort will support the design and implementation of exhibits and visitor amenities. This opening aligns with completion of the Anacostia Tributary Trail System link to DC, our expansion into Bowie, Glenn Dale, and Cheverly, and the 15th Anniversary of ATHA Inc.

Your funding will support a City/Town specific element in the exhibit design, featuring:

- Historic photo(s)
- Modern photo(s)
- Text of about 100-350 words
- A link to the municipal website
- Inclusion in the information about our “Heritage Routes”
- One-on-one review and development of the exhibit with a designated staff person

ATHA Inc. seeks a contribution of between \$1000 to \$2500 from each of our member communities beyond the regular municipal dues payments.

This will raise between \$15,000 and \$30,000 to cover the costs of design, fabrication, and installation. The hard costs of construction have been covered by Maryland Heritage Areas Authority through Pyramid Atlantic and we will be raising funds to match municipal contributions. Your support of this project will ensure all of our stories are told for the future!



Pinckney Memorial Church. The remaining front wall will be part of the ATHA space.



The “Arcade” showing use as a theater. This entrance will be reconstructed and be the main entrance for ATHA.



Upstairs space within stabilized structure. This area will include the ATHA space and artist lofts.



The former theater space in the stabilized structure. ATHA will share this space with Pyramid Atlantic, artists, and Neighborhood Design Center.

2

Proposed amendment to Declaration of Covenants and Agreement for University View



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

Prepared By: Terry Schum, Planning Director

Meeting Date: February 16, 2016

Presented By: Terry Schum, Planning Director

Proposed Consent Agenda: No

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

Issue Before Council: Continued discussion of the 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.

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

Background/Justification: Based on the direction of the Mayor and Council at the February 2, 2016 Worksession, staff and the applicant agreed to a number of mitigation measures to be implemented through an Amended DOC. These are as follows:

1. If the University of Maryland stops providing satellite parking for residents of the View Property and View II Property, the owner of the View Property and View II Property shall advertise potential off-site parking options for residents to lease spaces from other owners/locations in the City of College Park that may have surplus parking available.
2. To provide assurances that current bus service headways and level of service shall be maintained, whether through Shuttle UM or other private service, as long as such service is allowed access to campus by the University of Maryland.
3. To expend not less than a total of \$161,805 on transportation demand management activities as described below:

	Accommodations	Committed Cost	Comments
	Bikeshare Facility (Station, Pad and Power Access)	\$52,500	This facility should be installed on the View Property or View II Property. However, if there is not a location on the View Property or View II Property that can accommodate the bikeshare facility, then the facility may be located at an alternative location in the City of College Park.
	Bikeshare Membership (for residents of the View Property and View II Property)	\$39,000	The owners of the View Property and View II Property shall make a one-time deposit of \$39,000 into a fund with the City of College Park. This fund shall be used as a subsidy to incentivize View Property and View II Property residents to purchase bikeshare memberships.

	Planters with Landscaping	\$20,305	The owners of the View Property and View II Property shall replace the existing jersey barriers in front of the former Jiffy Lube facility with landscaped planters, which will be maintained by the owners.
	Additional Bike Racks/Spaces	\$30,000	The owners of the View Property and View II Property shall invest at least \$30,000 for on-site bike improvements which shall include an additional 60 bike spaces which shall not negatively impact the number of vehicle parking spaces (439 interior, 22 exterior). These spaces should be placed conveniently for use and preferably to the rear of buildings. The sideyard fence used for bicycle parking should be removed, if possible.
	Community Oriented Transportation Accommodations	\$20,000	The owners of the View Property and the View II Property shall provide the City of College Park with \$20,000 that should be used for community oriented transportation measures, at the City of College Park's discretion.
Total		\$161,805	

Fiscal Impact: Funding in the amount of \$111,500 will be deposited with the city for the purposes listed above.

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

Recommended Motion: *I move to approve the request by Clark Enterprises, Inc. for parking relief and to amend the existing Declaration of Covenants.*

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

RIFKIN WEINER LIVINGSTON
LEVITAN & SILVER LLC
ATTORNEYS AT LAW

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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

Mr. Terry A. Schum
January 25, 2016
2

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

Mr. Terry A. Schum
 January 25, 2016
 3

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

Mr. Terry A. Schum
 January 25, 2016
 4

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

Mr. Terry A. Schum
January 25, 2016
7

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
ATTORNEYS AT LAW

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:

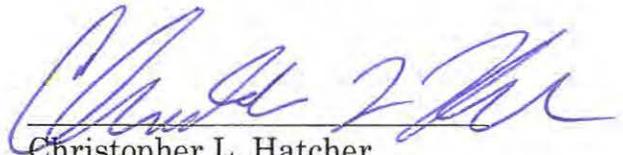

Christopher L. Hatcher

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: _____
Name:
Title: City Manager

APPROVED AS TO FORM:

By: _____
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
PRINCE GEORGE'S COUNTY	
PM DEPT 04/22/09	
JAN 22 2009 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.

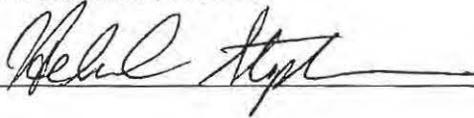
21. The parties recognize that the current development proposal may be revised to include the use of a publicly dedicated right of way in the City designated as Osage Street, and the installation of a traffic light at the intersection of Osage Street, Berwyn House Road and Route 1, as part of the proposed 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

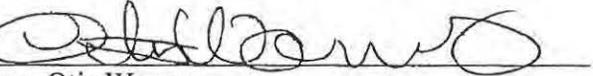
obtained, any amendment of the DSP for this purpose must be through public hearing before the Prince George's County Planning Board and, as appropriate, the District Council.

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

WITNESS/ATTEST:

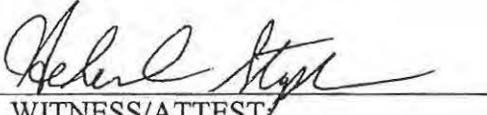


UNIVERSITY VIEW PARTNERS LLC

By: 

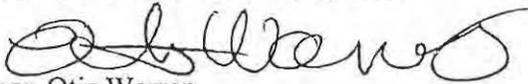
Name: Otis Warren

Title: Member



WITNESS/ATTEST:

8400 BALTIMORE AVENUE, LLC

By: 

Name: Otis Warren

Title: Member



WITNESS/ATTEST:

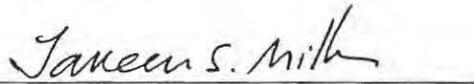
8320 ASSOCIATES, LLC

By: 

Name: Otis Warren

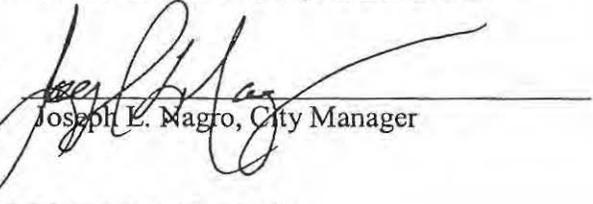
Title: Member

WITNESS/ATTEST:



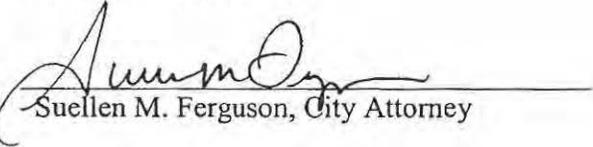
Janeen S. Miller, City Clerk

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.

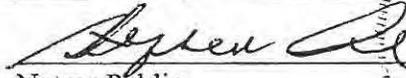

Notary Public
My Commission Expires: AUGUST 19 2012

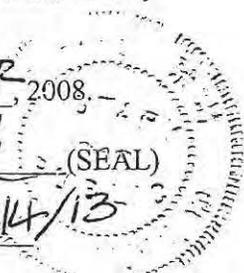
STATE OF MARYLAND)
COUNTY OF MONTEGOMERY)

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.

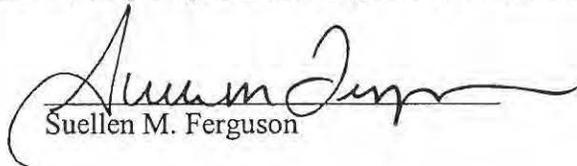
GIVEN under my hand and notarial seal this 22ND day of DECEMBER, 2008.


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
PM JKF BIK#338
AUG 10, 2009 04:26 PM

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

30874 417

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

30874 418

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

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) PM 30874, p. 0418, MSA_CE64_31178, Date available 08/12/2009, Printed 1/10/2011

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

30874 420

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.

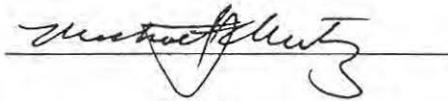
9. All other provisions of the aforementioned Declaration of Covenants and Agreement remain unmodified and in full force and effect.

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.

30874 421

WITNESS:

8320 ASSOCIATES LLC

By: CEI Realty, Inc., Manager



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

[signatures continued on next page]

30874 423

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.



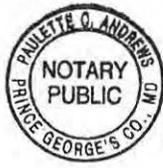
PAULETTE C. ANDREWS
Notary Public, State of Maryland
County of Prince George's
My Commission Expires April 9, 2012

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

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.

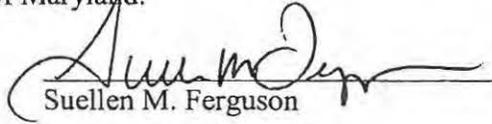
GIVEN under my hand and notarial seal this 16th day of JULY 2009.

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]

30874 427

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

30874 428

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

30874 429

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

30874 430

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

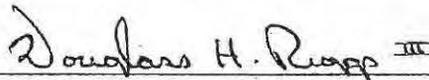
PART TWO:

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.



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



30874 431

N/F
CROWN REAL
PROPERTIES, L.C.
L.10826 F.284



PARCEL B
UNIVERSITY OVERLOOK
P.B. 229 P. 75

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

PART ONE
PEDESTRIAN
ACCESS EASEMENT
1,317 sq. ft.
0.03024 Acres

BALTIMORE
US ROUTE #1
SRC PLAT 37036

BERWYN
HOUSE ROAD

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

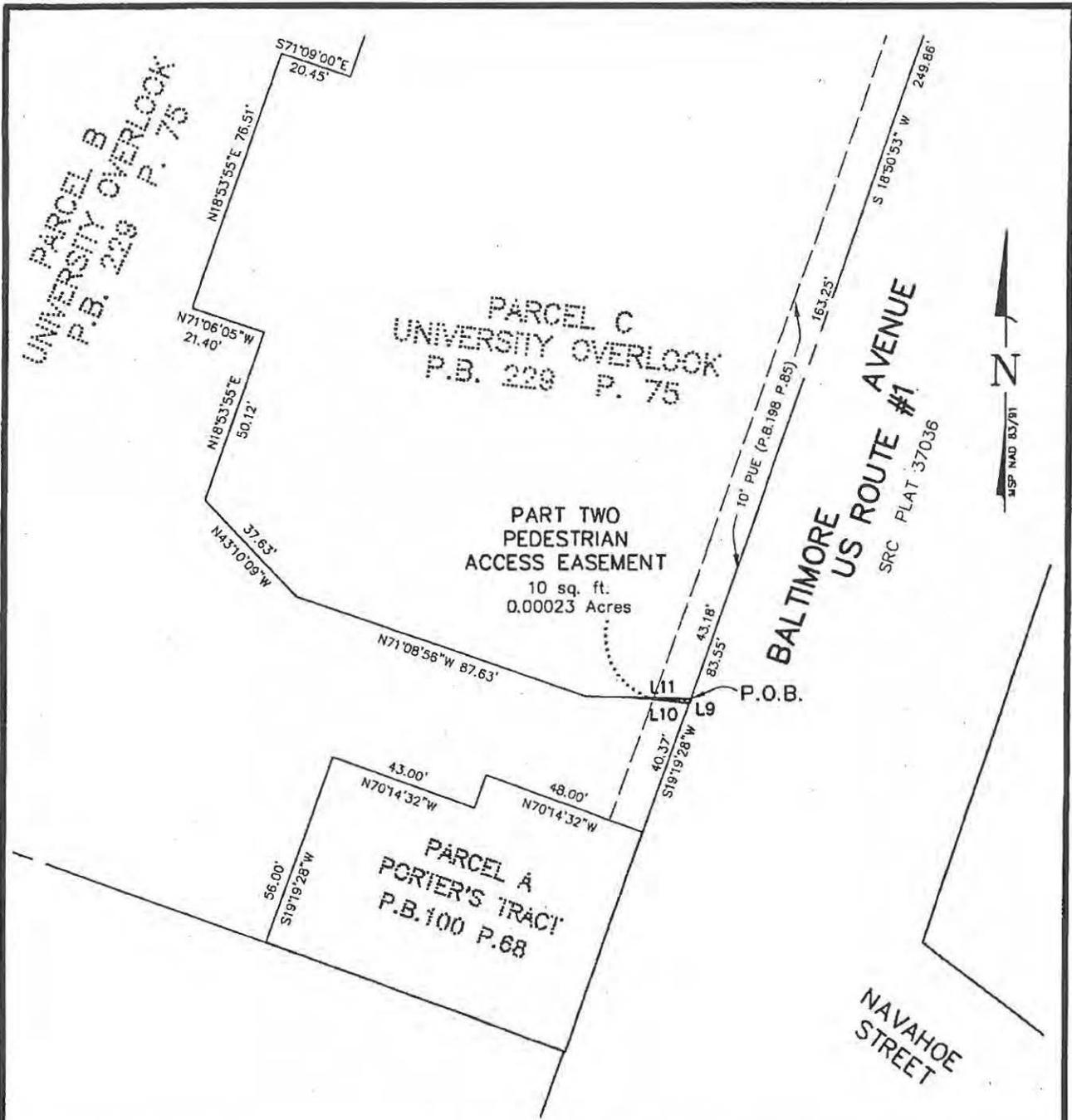
8220 Wightman Road, Suite 126
Montgomery Village, Maryland
20886-1270

Phone 301.570.0840
Fax 301.948.0993
www.mhgapa.com

JOB NO. 2002.103.33.36

EP_33_36.dwg

PRINCE GEORGES COUNTY CIRCUIT COURT (Land Records) PM 30874 p. 0431, MSA_CE64_31179, Date available 08/12/2009, Printed 11/05/2015.



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.mhgsa.com

JOB NO. 2002.103.33.36

EP_33_36.dwg

30874 433

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

30874 434

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

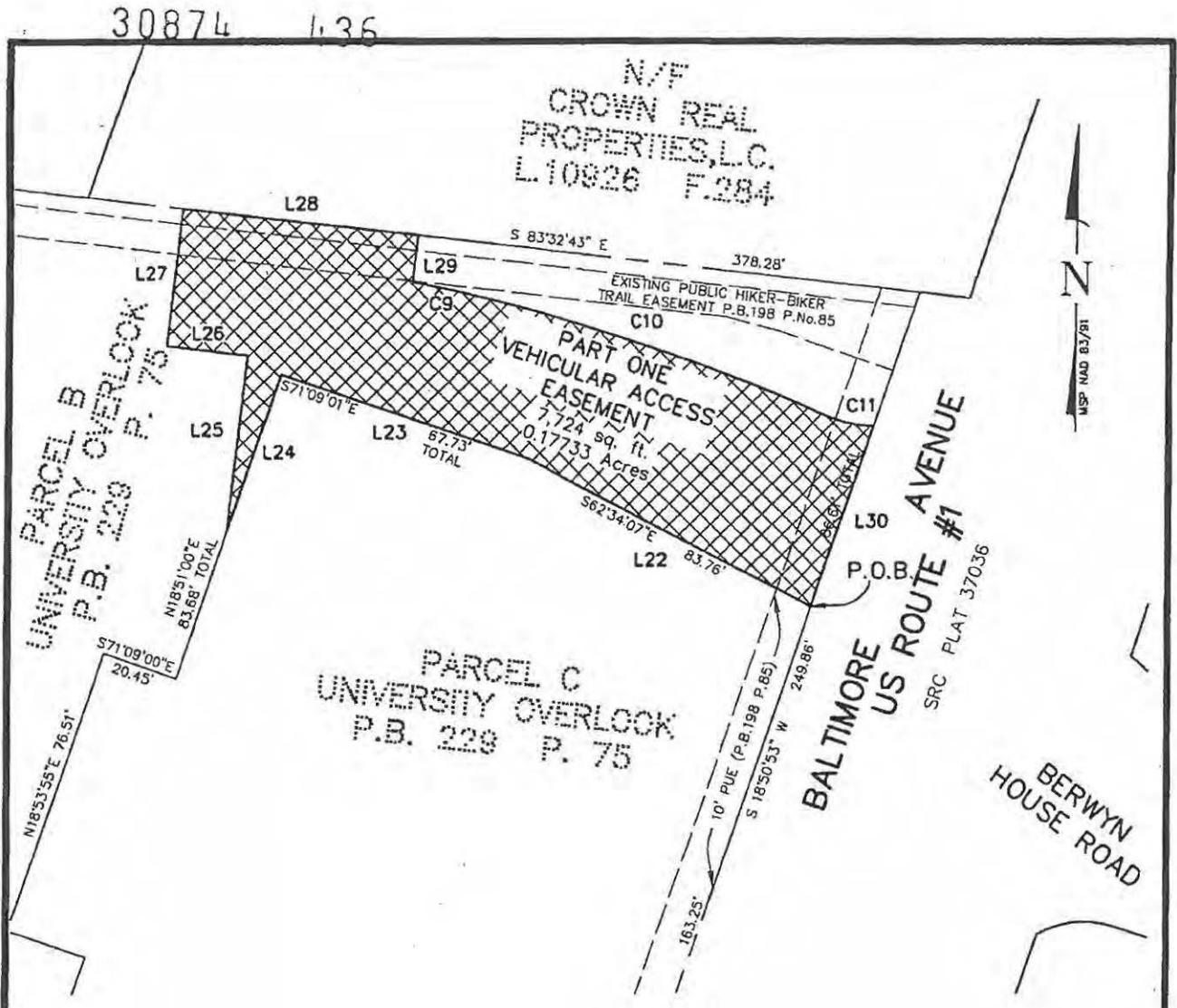
Certified correct to the best of my professional knowledge, information and belief and this description was prepared by me and is in conformance with Title 9, Subtitle 13, Chapter 6, Section .12 of the Minimum Standards of Practice for Land Surveyors. If the seal and signature are not violet colored, 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.
Douglas H. Riggs, III, Professional Land Surveyor
Maryland Registration No. 10712



PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) PM 30874, p. 0436, MSA_GE64_31179. Date available 08/12/2019. 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"

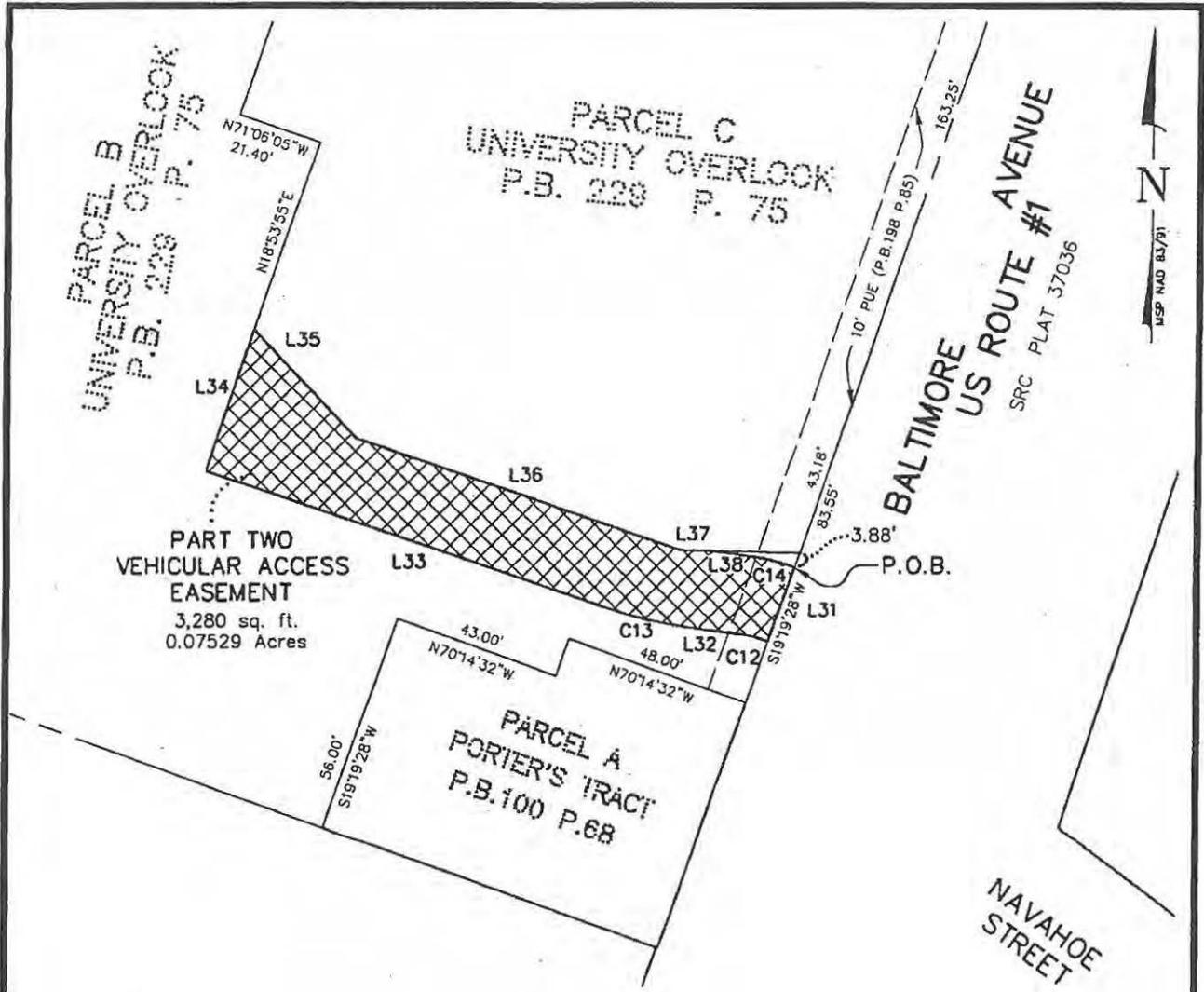
SCALE 1"=40' JULY, 2009
 MONTGOMERY COUNTY, MARYLAND


Macris, Hendricks & Glascock, P.A.
 Engineers • Planners
 Landscape Architects • Surveyors
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 20886-1276
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JOB NO. 2002.103.33.36

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PART TWO VEHICULAR ACCESS EASEMENT
 3,280 sq. ft.
 0.07529 Acres

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	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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EXHIBIT F

[SITE PLAN SHOWING ACCESS EASEMENT AREA]

PRINCE GEORGE'S 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

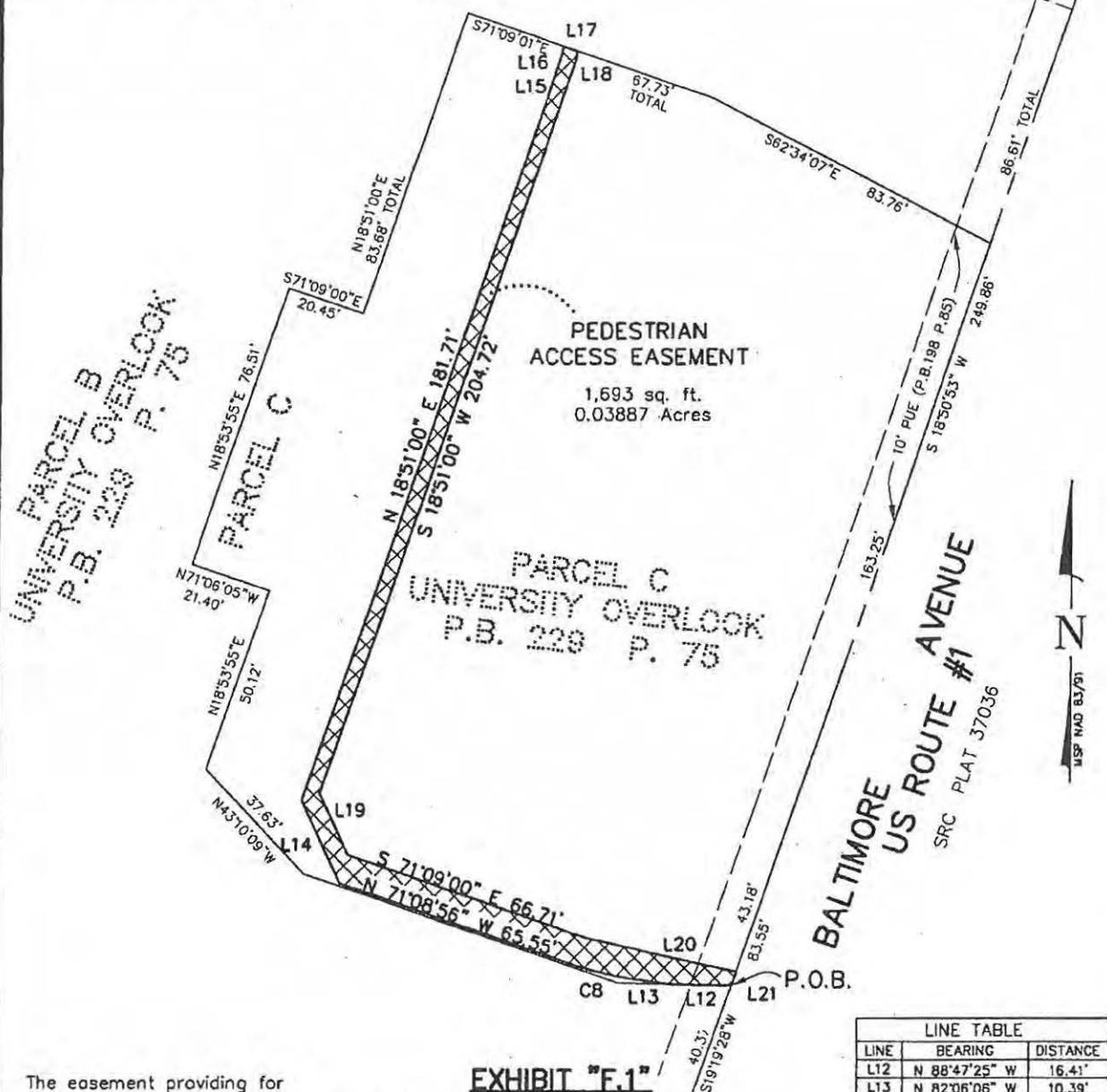


F:\Projects\02103\02103.33 Raymond Towers - 8350\WP\EA-DHR- Parcel C Pedestrian Easement 2009-07-16.doc

PRINCE GEORGES COUNTY CIRCUIT COURT (Land Records) PM 30874, p. 0440, MSA_CE64_31179, Date available 08/12/2009, Printed 11/06/2015

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'



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").

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'

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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:

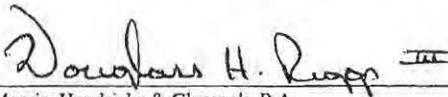
Beginning at the beginning of the common or North $71^{\circ}08'56''$ West, 87.63 foot line of Parcels "B" and "C" as delineated on the aforesaid plat, then binding with said line

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.

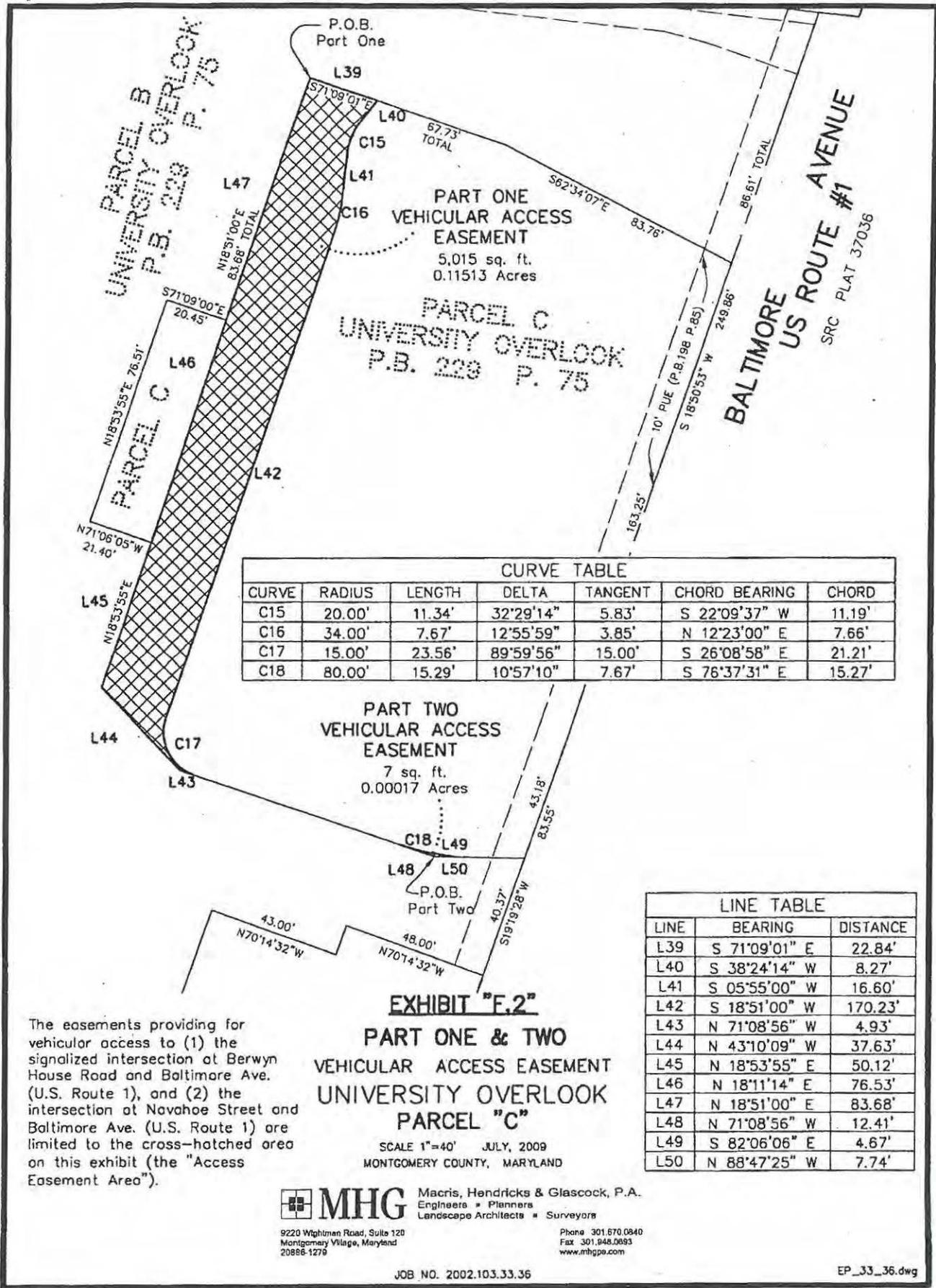


Macris, Hendricks & Glascock, P.A.
Douglass H. Riggs, III, Professional Land Surveyor
Maryland Registration No. 10712



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").

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

3

Joint RISE Zone Application



CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM

Prepared By: Bill Gardiner

Meeting Date: February 16, 2016

Presented By: Bill Gardiner

Proposed Consent Agenda: No

Originating Department: Administration, Planning

Issue Before Council: City Participation in the Regional Institution Strategic Enterprise Zone (RISE) with the University of Maryland, Prince George’s County, and Riverdale Park

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

Background/Justification:

In 2014, the State created the RISE Zone program to encourage investment and job creation near universities committed to economic development in their communities. Certain development and businesses within a designated RISE Zone would be eligible for real property tax credits and other benefits (see attached July 1, 2015 Information Report to Council). The City Council supported the University of Maryland application to become a “qualified institution,” which is the first step to submitting an application for a designated RISE Zone. The University has been working with the County, the CPCUP, Riverdale Park, and the City on a draft RISE Zone application. This designation could be an important tool to attract targeted commercial development and jobs, and continue the momentum of investment in our area.

The draft application for the Greater College Park RISE Zone is attached. In order to attract high tech businesses to the Innovation District and the research park, the County may provide up to a 75% real property tax credit for five years. The application proposes to offer real property tax credits for businesses and development in industries including “engineering, data analytics, earth sciences, virtual reality, cybersecurity, quantum computing, linguistics, additive manufacturing, e-commerce, robotics, aerospace, biotechnology and similar industries.” (page 14). The proposed Zone includes a Baltimore Avenue Subzone in which only the minimum real property tax credits (50% tax credit for year one, and a 10% tax credit for the following four years) would be offered to qualified businesses. Qualified businesses could also be eligible for other support from the University, State, County, and City.

The County would determine whether a business or development meets the criteria to receive the RISE Zone benefits. Within the entire Greater College Park RISE Zone, retail and hotel development would NOT be eligible for the RISE Zone program. The RISE Zone program does not allow residential development to receive any RISE Zone benefits.

If the City Council is interested in participating in the RISE Zone application, it must do the following:

1. Hold a public hearing on the application
2. Pass a resolution approving the City’s real property tax credit for qualified development and businesses for each year of the five-year term of the RISE Zone (the program requires a minimum of 50% tax credit for year one, and a 10% tax credit for the following four years)
3. Approve the application, which will include the Zone goals, the types of businesses / industry sectors eligible for the incentives, the boundaries of the Zone, and anticipated development in the Zone

Fiscal Impact:

It is difficult to estimate the fiscal impact of future incentives. These incentives are usually created to attract investment that otherwise would not occur. The information below and in the attached chart provide a simple estimate of potential City real property tax revenue and RISE Zone tax credits for 300,000 square feet of new commercial development eligible for the credit (there will be additional new development NOT eligible for the RISE Zone incentives).

The estimate assumes the 300,000 sf of development is completed at the same time, and provides the revenue and credit information for two levels of the City credit: the required minimum 50% the first year, and 10% for each of the four following years; and 50% for each of the five years. 300,000 square feet of new commercial property could be assessed at \$180 per square foot, or a total of \$54 million. (\$180 is the average per square foot assessed value of three new office buildings in the research park). The total new City tax revenue over five years on 300,000 sf of new commercial property could be \$904,500.

At the minimum required level (50% credit year 1, and 10% credit years 2-5), the RISE Zone tax credit total over five years would be \$162,810. The City net real property tax revenue would be \$ 741,690.

If the City RISE Zone tax credit were 50% for five years, the net City real property tax revenue and the RISE Zone tax credit would be about \$452,250.

Council Options

1. Decide to participate in the Greater College Park RISE Zone application. Discuss a proposed RISE Zone tax credit level, Zone boundaries, and the schedule for a public hearing and resolution.
2. Request staff to obtain additional information regarding the application and bring the item back for discussion at a Worksession.
3. Decide not to participate in the RISE Zone application.

Staff Recommendation:

Option 1. *(Additional information can still be provided if necessary during the process of holding the public hearing and drafting the resolution.)*

Recommended Motion: If Council chooses to participate in the Greater College Park RISE Zone, the motion could state:

I move that the Council consider the City's participation in the proposed RISE Zone, and authorize a public hearing regarding the proposed Greater College Park RISE Zone application. Furthermore, the City intends to offer the minimum property tax credits for qualified businesses in the proposed Zone, with the exception of the specific technology sectors noted in the application, for which the tax credit would be 50% for each of the five years.

Subsequent to the public hearing, the Council will vote on a resolution officially authorizing the City's participation in the RISE Zone and setting the specific tax credits it would offer.

Attachments:

July 1, 2015 Information Report on the RISE Zone program
Draft RISE Zone application and Map of Proposed Boundaries
Spreadsheet with calculations of hypothetical City tax revenue and RISE Zone tax credits

INFORMATION REPORT

TO: Mayor and City Council
FROM: Bill Gardiner, Assistant City Manager
THROUGH: Joe Nagro, City Manager
DATE: July 1, 2015
SUBJECT: Regional Institution Strategic Enterprise (RISE) Zone Program

ISSUE:

The RISE Zone program was created in 2014 to maximize institutional assets and encourage investment and job creation near universities and other institutions that have a strong history and commitment to economic development and revitalization in their communities. The University of Maryland (UMD) has applied to be designated a Qualified Institution, and has been meeting with the College Park City-University Partnership, City staff, and University consultants to discuss a RISE Zone application.

The application must be jointly with the jurisdictions (county and/or municipalities) in the proposed zone. The purpose of this memo is to provide an overview of the RISE Zone incentives and the application requirements in advance of considering the joint application.

SUMMARY:

RISE Zone Business Incentives

A business located in a designated RISE zone and whose business operations are certified as consistent with the RISE Zone target strategy is entitled to:

1. Local Property Tax Credits. *For the first year, the credit must be at least 50 percent on the increase to the assessed value, and at least 10 percent for the next four years. The credit is only for non-residential properties. The governing body of a county or municipality may increase this percentage.*
2. State Income Tax Credits based on the creation of new, full-time jobs.
3. Priority consideration for financial assistance from other State programs for which the business or location qualifies. *A "RISE Zone Concierge" from the Maryland Department of Business and Economic Development (DBED) will assist each certified business with permit applications and access to State programs.*

RISE Zone Special Fund Creation

The governing body of a county or municipality may adopt a resolution creating a special fund for a RISE zone (it can also create this special fund for a development district or a sustainable community). The special fund may be used for a very wide range of projects and to make payments on debt service.

The RISE Zone Application

The RISE Zone Application must include the following information:

- Evidence and certification that each applicant political subdivision, before submission, held a public hearing on the application with adequate notice and publicity.
- Copies of resolutions from the political subdivisions approving the real property tax credit, specifying the credit percentage each year for the five-year period (the initial designation is for five years, and the designation can be renewed for an additional five years).
- The exact boundaries of the area of the proposed RISE Zone.
- A detailed plan that identifies the target strategy and anticipated economic impacts of the RISE Zone.
- A description of the proposed projects to be developed in the RISE Zone.
- The industry sectors that will be certified for RISE Zone incentives.

Draft Framework of the Proposed University of Maryland Application

The College Park City–University Partnership has facilitated meetings with the University, elected officials, and City staff to develop a draft framework of the University of Maryland application. This draft is attached, and it outlines the proposed goals, eligible sectors, and eligible areas of a RISE Zone.

STAFF COMMENT:

The application will come to the City Council during a Worksession for discussion and at a Council Meeting for approval. Assuming that the City Council wishes to participate in creating a RISE Zone, the most important issues for Council to consider are the level of tax credits it wishes to support, the eligible business categories, and the boundaries of the RISE Zone. Prince George’s County and Riverdale Park will also need to consider participation and approve tax credits and the boundaries if they wish to join the application.

Council is requested to provide feedback on the draft framework and request clarification or additional information regarding the RISE Zone program.

Attachment: RISE Zone Proposal for consideration College Park, Maryland



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COLLEGE PARK CITY-UNIVERSITY PARTNERSHIP

RISE Zone Proposal for consideration College Park, Maryland

Staff from the City, University, County and City-University Partnership have discussed the RISE Zone and offer the following for consideration by the County, City of College Park and Town of Riverdale Park. The governing bodies of each must hold hearings and vote on the proposal before it can be submitted to the state for consideration.

What do we want to accomplish?

This proposed RISE Zone can contribute to the goals that are outlined in the University District 2020 Vision, the City’s draft Strategic Plan, the Central US 1 Corridor Sector Plan, the College Park/Riverdale Park TDOZ/TDDP, and the University’s Master Plan goals, among other documents.

We seek to increase employment, particularly in those sectors that are in science, technology, research and development, that are growth industries and heavily reliant on the highly educated workforce that universities produce.

Proposed Business Sectors Eligible

1. Research/Innovation: Throughout the College Park RISE Zone, businesses that are working in research and innovation with a focus on science and technology are eligible for RISE benefits. (We need to determine what that level is, but it should be higher than retail tax breaks). Key sectors include: engineering, innovation, health care, light industrial. Examples of the types of companies RISE Zone benefits will be applicable to: Data Analytics, Earth Science, Virtual Reality, Cybersecurity, Quantum Computing, Linguistics, Additive Manufacturing, E Commerce, Robotics, Aerospace, Biotechnology, and other related industry.

2. Retail: In addition, retail will be eligible in the RISE Zone (at a lower tax break level than research, development, science and innovation), but retail will not be eligible for the RISE tax breaks in the “Baltimore Avenue subzone.”

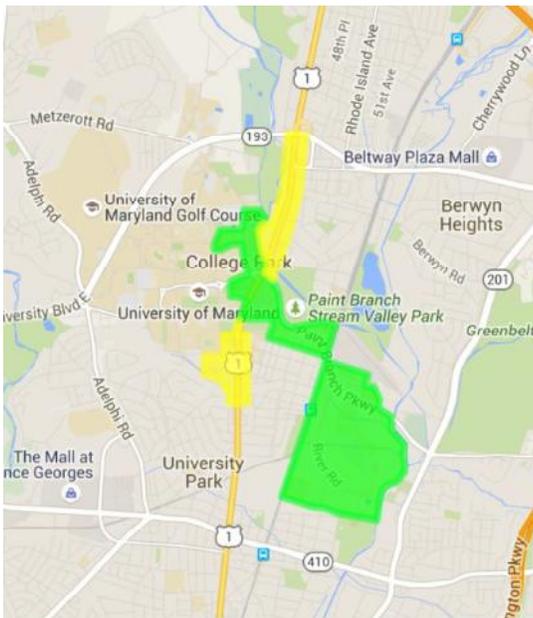
3. Ineligible: None of the following will be eligible anywhere in the College Park RISE Zone: motels, pawn shops, gun shops, liquor stores, nail salons, adult entertainment, check cashing, gas stations, auto repair, any businesses with a drive through, “fast food,” convenience stores.

Area/Eligibility	Science/Innovation	Retail	Pawn/Gun/Motel/etc.
College Park RISE Zone	YES	YES	NO
College Park RISE Zone Baltimore Ave Subzone	YES	NO	NO

Proposed Area

The most promising nodes to build upon for this type of job creation are clustered in these areas: Metro station/M Square; downtown College Park, Innovation district, and along Baltimore Avenue/Route 1 up to 193. These are the areas that are not current single-family neighborhoods, are closest to the University, the downtown/midtown commercial core, and transit, and are the most appropriate for RISE Zone benefits to draw innovation jobs.

Subzone Note: *this map demarcates the Baltimore Avenue Subzone in Yellow. The Subzone will not include the "Innovation District" area of Route 1, however, that area (including the Engineering Field) will be part of the regular RISE Zone, not the subzone.*



East of Metro Tracks

- M Square, including the Riverdale Park portion of M Square
- UMD land at Metro station
- WMATA land at Metro station
- County land at Metro station
- Castle and other land in Kropp's Addition
- Park and Planning land where Tennis Center is located along Cpl. Frank Scott Drive

Along Paint Branch Parkway/Paint Branch Drive

- MFRI Fire Institute
- Terrapin Trader
- Innovation District (all of the former "East Campus," plus includes Engineering Field)
- Also includes the Technology Advancement Program (TAP) Building on campus, and parking lot near XFINITY Center

Along Route 1

- All property fronting Route 1 from 193 south to Fordham Lane
- Southeast corner of the Chapel lawn (across from Landmark) to encourage University affiliated entrepreneurship closest to downtown. Also include Hartwick/Knox towers, Jemal building between Guilford and Knox

**Greater College Park RISE Zone
RISE Zone Application**

**Regional Institution Strategic Enterprise Zone (RISE Zone)
RISE Zone Application
Greater College Park RISE Zone
[MONTH] 2016**

Applicant Qualified Institution:

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College Park, Maryland 20742

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**Greater College Park RISE Zone
RISE Zone Application**

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**Greater College Park RISE Zone
RISE Zone Application**

RISE Zone Location:

Prince George’s County. Principally portions of the City of College Park, but also including those parcels in the University of Maryland (“UMD”) Research Park located in the Town of Riverdale Park.

Name of Proposed Zone:

Greater College Park RISE Zone

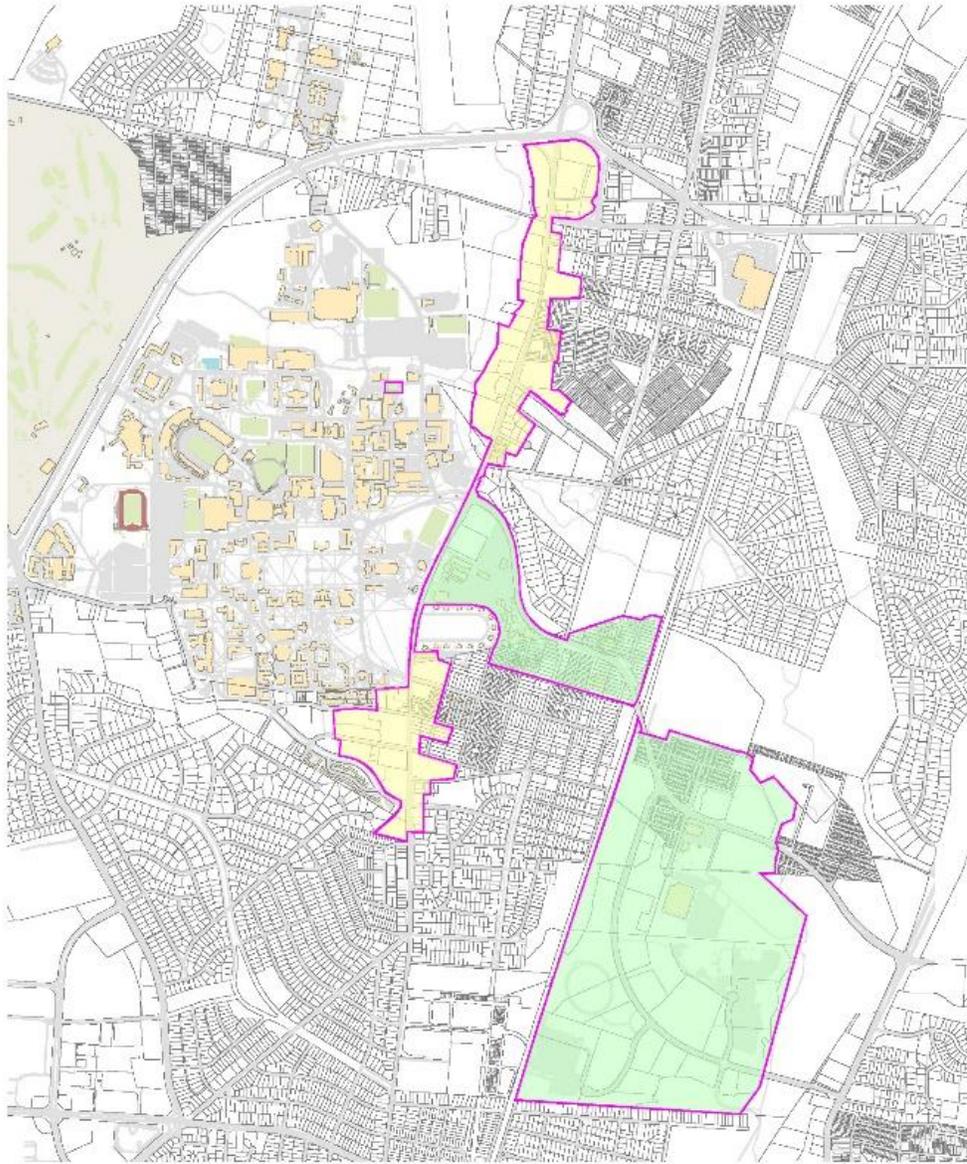
Location Description:

The proposed *Greater College Park RISE Zone* (below, and Exhibit A) is comprised of approximately **600 acres** and includes four major areas:

- i) The Technology Advancement Building on the UMD campus;
- ii) UMD’s Innovation District, which includes the under-construction Hotel at the University of Maryland, as well as adjacent sites, mostly UMD-owned, slated for development as part of UMD’s Innovation District vision;
- iii) UMD’s Research Park, plus nearby development sites such as the College Park/UMD Metro station and MARC station, and developable parcels owned by both public entities (WMATA, Prince George’s County, M-NCPPC and UMD) as well as private owners; and
- iv) Property (mostly privately-owned) fronting Baltimore Avenue from Fordham Lane to MD 193.

**Greater College Park RISE Zone
RISE Zone Application**

Greater College Park RISE Zone



-  Greater College Park RISE Zone
-  Baltimore Avenue Subzone

**Greater College Park RISE Zone
RISE Zone Application**

Exact Boundaries:

See the map (above, and Exhibit A).

Statement from M-NCPPC that the boundaries of the proposed RISE Zone do not overlap a development district established under the Economic Development Article, Title 12, Subtitle 2, Annotated Code of Maryland, or a special taxing district established under the Local Government Article, Title 21, Annotated Code of Maryland:

Please see the letter dated December 30, 2015 from M-NCPPC.

Statement from M-NCPPC that the area to be designated may not be construed to limit or supersede a provision of a comprehensive plan, zoning ordinance, or other land use policy adopted by a county, municipal corporation, or bi-county agency with land use authority over the designated RISE Zone area:

Please see the letter dated December 30, 2015 from M-NCPPC.

Map showing any overlap of the proposed RISE Zone with an existing enterprise zone or enterprise zone focus area:

There is no overlap with an enterprise zone or enterprise zone focus area.

Description of the Nexus of the RISE Zone with the Qualified Institution:

The Qualified Institution, UMD, is the State's flagship university and one of the nation's preeminent public research universities. UMD's main entrance is the heart of the proposed RISE Zone. The zone extends up and down Baltimore Avenue incorporating commercial development areas proximate to UMD. To the east of UMD's main entrance, the proposed zone includes UMD's Innovation District and the College Park / Riverdale Park Transit District, which includes UMD's Research Park. All of these areas proximate to UMD's campus are targeted for current and future development. On campus, the proposed zone includes the University's Technology Advancement Program (TAP) Building. This building offers high-potential emerging companies furnished offices and flexible lab space as well as a multitude of other benefits and services that can only be found at a technology business incubator situated on the campus of one of the nation's top research universities.

UMD has launched an initiative called "Greater College Park," which integrates UMD's vision of making the immediately surrounding area a premier University town by linking dynamic academic buildings, a public-private research hub and a vibrant downtown community. "Greater College Park" is a realization of, and extension of, the University District Vision, a collaborative effort spearheaded by the College Park City-University Partnership (CPCUP). The

Greater College Park RISE Zone RISE Zone Application

CPCUP vision emphasizes housing and development, sustainability, schools, transportation and safety.

Designating key areas on and near campus as a RISE Zone is one important element of the CPCUP initiative to attract quality private sector investment to revitalize commercial, research and residential areas in the proposed zone. The proposed zone has superior transit connections, including WMATA's Green Line, MARC's Camden Line, the future Purple Line and a robust network of County, WMATA and UMD bus routes. It is also well-connected to major roads including Baltimore Avenue, the Beltway and I-95. This accessibility will facilitate the goal of increasing employment, particularly in growth industries and those heavily reliant on the highly educated workforce needed for science, technology, research and development industries.

The proposed RISE Zone is also ideally situated to take advantage of the potential relocation of the Federal Bureau of Investigation headquarters to Greenbelt. UMD has nationally ranked disciplines in criminal justice, computer forensics, fire protection engineering, data analysis, biological sciences, language, homeland security and national security. With the FBI in Greenbelt, UMD would have the ability to better customize and deliver professional training courses for FBI personnel, develop stronger linkages between UMD and FBI research programs, and provide adjunct appointments for appropriate FBI researchers in UMD's many departments and research institutes. The future promises a close relationship between UMD and the FBI and the designation of this RISE zone in the location proposed would greatly facilitate the development of business infrastructure.

Existing demographic and socioeconomic character of the proposed RISE Zone:

The proposed RISE Zone consists of primarily commercial properties located in College Park and Riverdale Park.

The City of College Park (total area, 5.64 square miles) is home to a highly-educated population of more than 31,000 residents. The city has more than 6,600 households, 58 percent of which are non-family households. Over 70 percent of residents have attended some level of college and more than 25 percent have earned a graduate or professional degree. 20 percent of households include one or more people age 65 or over; 16 percent include one or more people under age 18. Of local residents 16 years and over, 52 percent are in the labor force, with 58 percent as private wage/salary workers, 39 percent government workers and three percent self-employed. Unemployment is reported as 5.9 percent (+/-1.1%).

The Town of Riverdale Park (total area, 1.65 square miles) is home to more than 7,000 residents. The area reports 2,000 households, 28 percent of which are non-family households. Approximately 45 percent of residents have attended some level of college and 10 percent have earned a graduate or professional degree. Nearly 13 percent of households include one or more people age 65 or over; 48 percent include one or more people under age 18. Of local

Greater College Park RISE Zone RISE Zone Application

residents 16 years and over, nearly 79 percent are in the labor force, with 80 percent as private wage/salary workers, 17 percent government workers and three percent self-employed. Unemployment is reported as 8.6 percent (+/- 2.6%).

Strategic importance of the area to the economic development interests of the applicants, including a list of other revitalization programs applicable to the area:

As the State's flagship university with a \$500 million annual research budget, UMD is the anchor employer and economic driver of the Greater College Park area. UMD has a strong record of economic development, which includes launching the State's first technology incubator, investing in the State's first tech transfer office, and building the State's largest research park. UMD's Maryland Technology Enterprise Institute (Mtech) has generated over \$32 billion in total economic impact, creating over 8,000 direct jobs since its inception in 1985. A 2014 economic impact study by the UMD-Morgan State Center for Economic Development found UMD's impact on the State and County to exceed \$3 billion.

UMD has made substantial investments in the local community, including approximately \$47 million in its research park, an initial \$1 million in planning activities for its Innovation District (with substantially more to follow), and nearly \$5 million in recent acquisitions by the University of Maryland College Park Foundation, our institutionally related foundation. UMD also has over \$700 million invested in active, on-campus construction projects. Working with the local community, plans for the burgeoning Innovation District near UMD's front gate foretell a vibrant gathering place, blending campus and community. A \$150 million privately developed hotel and conference center is now under construction. The near future will bring a mix of innovation and incubator space, retail, housing and offices.

Along with UMD, the City of College Park, the Town of Riverdale Park, Prince George's County, the State of Maryland, and private sources have also made significant investments in the proposed RISE Zone. Many of these investments are detailed below, under "Description of existing or proposed projects to be developed in the RISE Zone," and they include a broad array of improvements, not just in land development, but in community development, education, public safety, transportation, and sustainability. These include the launching of College Park Academy, significant investments in bike and pedestrian infrastructure, lighting, bus and train improvements, community gardens and farmers' markets, a home ownership program, and public safety measures – such as additional policing, cameras, and safety ambassadors. There is a great deal of municipal, UMD and County economic development investment in the proposed RISE Zone.

A foreshadowing of what can be accomplished using the economic incentive tools made available under the RISE Act is the story of the 2010 Maryland Incubator company of the year, FlexEI. FlexEI, a custom battery solutions company, was poised to relocate to Virginia from UMD's on-campus incubator program. Through the combined efforts of the County, the State and UMD, FlexEI was convinced to stay in College Park (and bring 50 new jobs here). UMD

Greater College Park RISE Zone RISE Zone Application

repurposed an existing warehouse building and leased it to FlexEl. The County and State provided critical financial support. FlexEl illustrates both the promise and potential of collaborative effort by UMD and local government. We can attract exciting new companies, either those founded by on-campus incubators, students or professors or those simply attracted to a university environment and community. The hurdle is that there is, as-yet, insufficient inventory of office and flex R&D space required to provide space to these companies that will wish to locate near UMD. The establishment of this proposed RISE zone is one key part of the solution to this problem.

The benefits provided in a RISE zone can, and will, work in conjunction with existing state, federal and local economic incentive and development programs. Programs offering real property tax credits (such as revitalization tax credits) cannot be “stacked” with the real property tax credits available under the RISE Act. Indeed, the County intends (again, on a case-by-case basis, where a substantial investment is made or where need is considered greatest) to continue to use existing programs, such as the revitalization tax credit to attract economic sectors, such as retail and hotels, which are outside the intended scope of the Rise Zone benefits (e.g., office, research and technology facilities). Existing incentive and economic development programs include the following:

At the Municipal level:

College Park Revitalization Tax Credit Program
College Park Business Retention Fund
College Park Community Legacy Program
Riverdale Park Community Legacy Program
Riverdale Park Sustainable Communities Program
Riverdale Park Economic Development Grant Program

At the University level:

At the County level:

- Revitalization Tax Credits
- Economic Development Incentive Fund
- Prince George’s County Workforce Services

At the State level:

- Priority Funding Areas
- Sustainable Communities
- Neighborhood Business Works
- Community Legacy
- Technology Commercialization Fund
- Various tax credit programs for businesses (Job Creation Tax Credit, Research and Development Tax Credit, etc.)

Greater College Park RISE Zone RISE Zone Application

- Various loan and grant programs for businesses, including those that fall under the Maryland Economic Development Assistance Authority Fund umbrella
- Maryland Industrial Development Financing Authority programs
- Various environment- and energy-related tax incentive programs

At the Federal level:

- The Economic Development Administration's Public Works and Economic Development Assistance Programs
- The U.S. Small Business Administration's Historically Underutilized Business (HUB) Zone program
- New Markets Tax Credits
- Various environment-related tax incentive programs

Goals and objectives of the RISE Zone:

The proposed Greater College Park RISE Zone will contribute to goals shared by the County, the municipalities and UMD, as outlined in the College Park City University Partnership's University District 2020 Vision, the City of College Park's Strategic Plan, M-NCPPC's Central US 1 Corridor Sector Plan and College Park / Riverdale Park Transit District Development Plan, and the University's Facilities Master Plan. These goals include:

- Become a premier University town and community.
- Using a coordinated combination of UMD and local government resources and programs to create new jobs and diversify and expand the economic base, particularly in growth industry sectors and in industries (science, technology, research and development) reliant upon (and attracted to) the highly educated workforce that universities produce.
- Focus UMD's natural economic impact, and take advantage of Rise Zone's excellent transit connectivity (including the future Purple Line), in a way that attracts and retains key entrepreneurs and businesses
- Coordinate the benefits available under the RISE Act for commercial development with other State, County and local incentive programs to simultaneously invest in related infrastructure (housing and amenities) that will create further incentives for these skilled workforce members to live, work and play in the Greater College Park community.

Description of existing or proposed projects to be developed in the RISE Zone:

- **College Park Place:** A 157-room select service hotel with 23,000 square feet of retail. Scheduled to open in 2017
- **Alta at Berwyn House:** A 275-unit multifamily building. Scheduled to open in 2017.

Greater College Park RISE Zone RISE Zone Application

- **The Brendan Iribe Center for Computer Science and Innovation:** A new computer science building located at the main entrance to campus, designed for cutting-edge work in virtual reality, augmented reality, computer vision, robotics and future computing platforms. Scheduled to open in 2018.
- **Innovation District:**
 - The Hotel at the University of Maryland: A 4-star hotel and conference center with 300 rooms, 40,000 square feet of meeting space, restaurants and a spa. It will also have 20,000 square feet of innovation space for academic research, laboratory, incubator and start-up business uses.
 - Manufacturing Innovation Institute Headquarters: The anticipated re-use of 25,000 square feet in an existing UMD building for the headquarters of the Revolutionary Fibers and Textiles Manufacturing Innovation Institute. Institutes for Manufacturing Innovation provide shared facilities to local start-ups and small manufacturers to help them scale up new technologies, and accelerate technology transfer to the marketplace. Award decision expected within two months.
 - Other projects planned for the Innovation District include: retail (85,000 square feet), faculty/staff/graduate student housing (2,000 units), and innovation space (offices, research and incubator space) (920,000 square feet).
- **City Hall block redevelopment:** A joint City/University project to redevelop the City Hall block with a new City Hall and enhanced civic space, a UMD office building and ground floor retail.
- **Art House:** A public-private partnership to build an arts venue, restaurant and bar in the heart of Downtown College Park. Scheduled to open in 2016.
- **Terrapin Row:** A \$150 million redevelopment of the former “Knox Box” area as 420 units of student housing in multifamily buildings and townhouses, with 12,000 square feet of retail. Scheduled to open in 2016.
- **Quality Inn block redevelopment:** The proposed redevelopment of a motel and diner as upscale mixed-use housing. This is in the solicitation stage.
- **Coffeehouse and wine bar:** The redevelopment of an auto parts store as a two-story, 4,500-square foot coffeehouse and wine bar. Scheduled to open in 2016.
- **Research Park projects:**
 - A proposed new 75,000 square foot office building. Scheduled to open in 2017.
 - A proposed new 370-unit multifamily residential project with ground floor retail, privately developed on UMD land adjacent to the Metro station.
 - A proposed 90,000 square feet of flex space.

Greater College Park RISE Zone RISE Zone Application

- A WMATA joint development project located on the Metro station property; likely to include multifamily with ground floor retail. This is in the solicitation stage.
- A proposed development located on County property. This is in the solicitation stage.
- Recent and proposed investments by Federal, State, County, City, and UMD in the proposed RISE Zone also include those in the areas of education, transportation, public safety, and sustainability:
 - **College Park Academy:** An innovative, rigorous, college-preparatory public middle and high school charter school opened in fall 2013. This was launched by the City of College Park and UMD. A new school building is anticipated in the very near future in the proposed RISE Zone.
 - **Bike infrastructure:** The City of College Park recently completed the final segment of the College Park Trolley Trail, which spans the length of the City on an old trolley right-of-way. The City is also implementing recommendations from a bike plan, adding designated on-road bike routes.
 - **Bike Share:** anticipated to start in 2016, the City and UMD are collaborating on a bike share program with bike share stations located on the UMD campus and throughout College Park. Funding for this program also comes from the State, County, and private sources.
 - **Route 1 Rebuild:** The State Highway Administration will soon start reconstruction of Route 1 (Baltimore Avenue) from College Avenue north to MD 193. This will create a safer pedestrian and bicycle environment, adding bike lanes, sidewalks, shade trees, dedicated turn lanes, a median, and other improvements for travelers in cars, on foot, or on bike.
 - **MARC Commuter Train expansion:** In 2015, MTA added three additional trains to serve the College Park MARC stop.
 - **Route 1 Ride Bus:** The County has launched the “Route 1 Ride” Bus to serve the rapidly redeveloping Baltimore Avenue corridor.
 - **Pedestrian Safety improvements and lighting:** The State Highway Administration, with strong collaboration from UMD, the City of College Park, County, and others, has invested in safety improvements to Baltimore Avenue, including: upgrading 50 streetlights to brighter LED lights and adding 38 new LED streetlights, reducing the speed limit to 25 miles per hour, installing more visible crosswalks, adding call buttons with countdown lights and more frequent signal changes to make it easier for pedestrians to cross the road, installing a new pedestrian activated light at Hartwick Road as well as a median, building a median fence to prevent jaywalking, and more.
 - **Contract Policing:** The City of College Park has added additional contract police coverage, using Prince George’s County officers. The City spends more than \$1 million annually for this enhanced police coverage.

Greater College Park RISE Zone RISE Zone Application

- **Public Safety cameras and License Plate readers:** Dozens of new public safety cameras and license plate readers have been installed in College Park in recent years. UMD Police monitor many of these cameras. The State assisted with funding. We seek to add more in coming years.
- **Public Safety Ambassadors:** A City-University initiative, non-sworn safety personnel, under the management of UMD police, will greet visitors, serve as additional eyes and ears in commercial areas and heavily walkable corridors, report suspicious activity or other hazards (including infrastructure), and enhance public safety. This program has \$100,000 in State funding.
- **Expansion of University of Maryland Policing and Student Code of Conduct:** In 2014, UMD expanded its police patrols into additional areas of the City. UMD also broadened application of its Code of Student Conduct by making it applicable to off-campus actions.
- **Homeownership Program:** The City-University Partnership, in 2015, launched a homeownership program to make forgivable \$15,000 loans to UMD faculty and staff who choose to buy homes and to live in College Park. This program is funded by both the State Department of Housing and Community Development and UMD.
- **Community Garden and Farmer's Markets:** The City of College Park launched a community garden and added two new farmer's markets.

Timeline of development and activity in the proposed RISE Zone:

Construction is already under way on some projects. Completion of the projects detailed above and others that will arise will take 5-10 years.

Expected economic impact of the designation on the area, including anticipated capital investment resulting from the designation, projected number, type and salary ranges of jobs to be created, and projected number of new establishments to locate in the proposed RISE Zone:

The opportunity to create investment and jobs in this zone is real.

For example, The Hotel at the University of Maryland will generate significant economic impact to the City, County and State. The overall economic impact of the project, including both construction and stable operations phases, will create 1,637 jobs, increase overall economic activity by more than \$62 million per year, and result in over \$4.4 million in state and local tax revenues annually.

As noted, a 75,000 square foot office building is slated for construction in 2017 in UMD's research park and there is an additional 450,000 square feet of development potential on land that already has an approved detailed site plan. To illustrate the economic impact of these projects: Each new 100,000 square foot office building has an approximate construction cost of

Greater College Park RISE Zone RISE Zone Application

\$35 million. Depending on the use, the County estimates between 650 and 1350 employees would work in a building of this size, with corresponding estimated payrolls ranging from \$50 million to \$100 million (annual salary close to \$75,000). The County alone would realize annual real estate taxes of approximately \$336,000 (before any RISE tax credits). As noted, actual development is planned for the research park, but the potential for much more exists, both on land that benefits from existing development approvals and elsewhere. Approval of the proposed RISE zone is expected to support future development of the office market, both inside the research park and in other commercial areas of Greater College Park. If the federal government selects Greenbelt for the FBI consolidation, the opportunity for collaboration with the resources of UMD and additional economic impact in the RISE Zone increases significantly.

We anticipate that designation of this zone, along with the judicious selection of eligible businesses by the County and the municipalities, will significantly influence business investment in the zone, create desired new jobs, and increase the tax base, with significant returns to the State, County and municipalities.

Industry sectors that will be certified for RISE Zone incentives:

The broad statutory purpose of the proposed RISE zone is to use the resources and expertise of UMD to spur economic development and community revitalization as well as to create a significant new number of jobs within this proposed RISE zone. Key target industries include engineering, data analytics, earth sciences, virtual reality, cybersecurity, quantum computing, linguistics, additive manufacturing, e-commerce, robotics, aerospace, biotechnology and similar industries.

The County anticipates providing greater incentives (up to a 75% real property tax credit) to high priority tech companies that choose to locate at UMD's Research Park or its Innovation District.

The County, municipalities and UMD anticipate that designated businesses must first demonstrate a strong and realistic expectation of significant capital investment coupled with a business plan that realistically projects the creation of jobs in fields such as technology, computer science, business and finance, education or some other key desired field, all as to be determined on a case by case basis.

Requirements for existing businesses located in a RISE Zone prior to the RISE Zone designation to be certified for RISE Zone incentives:

Existing businesses located in the RISE Zone may be eligible for incentives, but only to the extent the County or municipalities determine the business is one that, if new, would be provided an incentive and if this existing business, as part of its application process, commits to a new investment, expansion or job creation program that warrants a corresponding commitment by the County or municipalities to support the new proposed investment,

Greater College Park RISE Zone RISE Zone Application

expansion or hiring. Both the County and the municipalities will retain the discretion to make such decisions on a case-by-case basis, based upon the strength of any existing businesses' application.

Workforce training programs that may be available in the proposed RISE Zone area:

The Prince George's County Economic Development Corporation's Workforce Services Division (WSD) is responsible for policy development and workforce activities related to administering services and programs funded by the Workforce Investment Act (WIA) of 1998. WSD is the link between local job seekers looking to begin or change careers, and businesses looking for skilled workers to maintain competitiveness in a changing labor market.

Utilizing a funding stream comprised of WIA, state and county workforce investment funds, the One-Stop Career Center system serves over 30,000 local job seekers and employers each year.

WSD provides workforce intelligence and solutions for the job seeker and business customer. The WSD mission is to contribute to the economic vitality of Prince George's County by providing a demand driven system that delivers qualified workers to businesses while providing job seekers with opportunities for careers in high demand/high growth industries. Its programs would be made available to any business locating in the RISE zone, as well as to any job seeker seeking a connection with a business in the zone.

Sponsored by Prince George's Community College, the County's Youth@Work/Summer Youth Enrichment Program provides career development, life-skills training and job training to young people ages 15-19. Second year students have the opportunity to gain competencies through the newly implemented career pathways program.

Of course, UMD is, itself, a workforce trainer.

Point of contact for the RISE Zone and entity responsible for certifying to the Department if the business is eligible for RISE Zone incentives and for submitting an annual report to the Department:

David Iannucci (contact information provided on page 1) will be the point of contact, and the Office of the County Executive will be the entity responsible for certifying to the Department if the business is eligible for RISE Zone incentives and for submitting an annual report to the Department.

Local process for certifying businesses as eligible for the RISE Zone incentives:

The County will manage the business certification process. Under procedures likely to be similar to existing County economic development programs (with respect to process and qualifications of applicants), the Prince George's County Economic Development Corporation and the County's Treasury office will review applications and certify qualified businesses, subject to oversight by the County Executive's Office.

**Greater College Park RISE Zone
RISE Zone Application**

Evidence and certification that each applicant political subdivision, before submission, held a public hearing on the application with adequate notice and publicity:

[WILL INSERT DOCUMENTATION HERE OR AS EXHIBIT]

Resolutions from the political subdivisions approving the real property tax credit, specifying the credit percentage each year for the five year period:

[WILL INSERT DOCUMENTATION HERE OR AS EXHIBIT]

**Greater College Park RISE Zone
RISE Zone Application**

LIST OF EXHIBITS

Exhibit A: Proposed Greater College Park RISE Zone

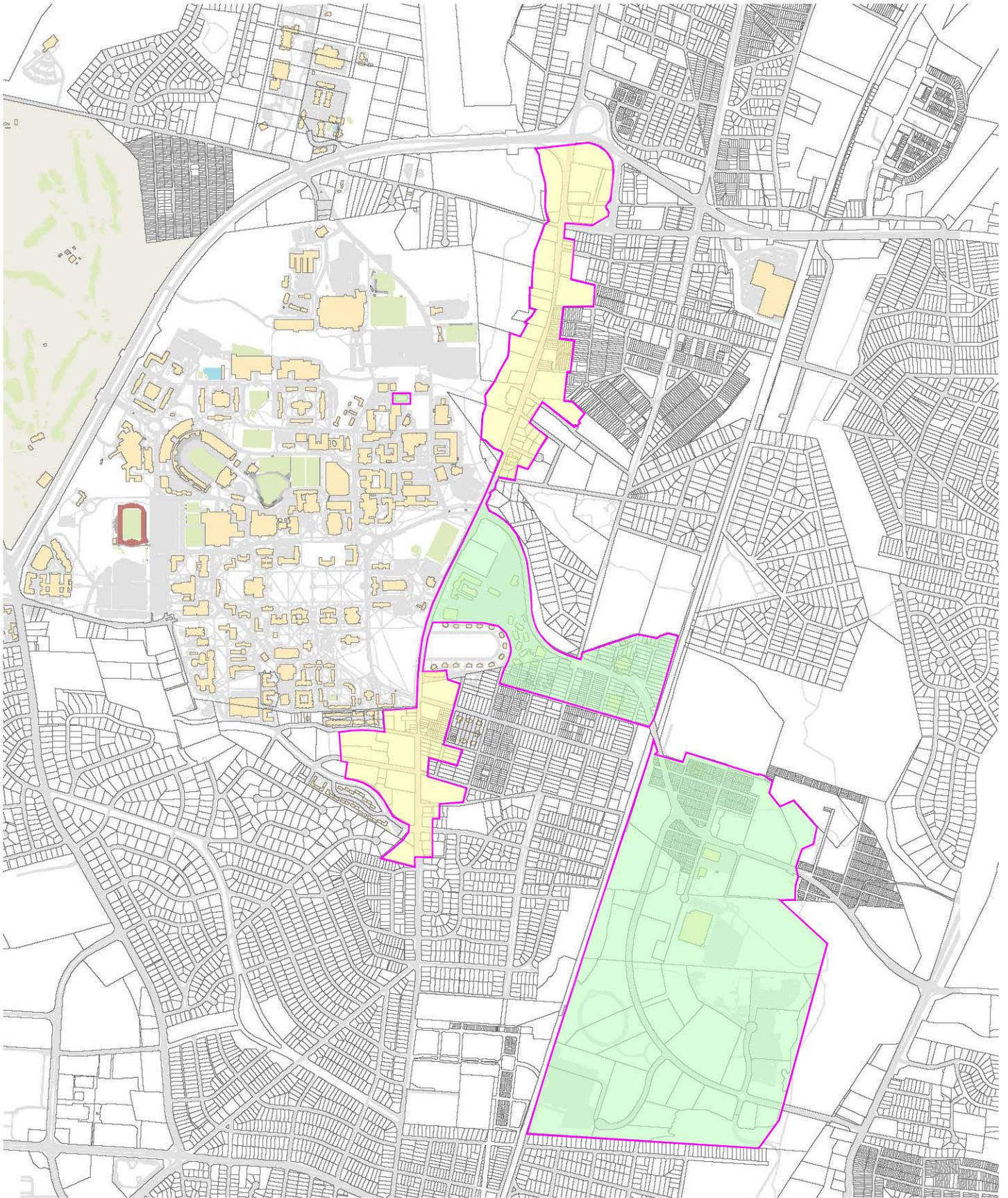
[WILL ADD ANY OTHER EXHIBITS]

**Greater College Park RISE Zone
RISE Zone Application**

**Exhibit A
Proposed Greater College Park RISE Zone**

[MAP TO BE INSERTED HERE]

Greater College Park RISE Zone



Greater College Park RISE Zone



Baltimore Avenue Subzone

Hypothetical RISE Zone Tax Credit and New City Revenue
Assumes 300,000 sf of new, eligible development over five years

Year	New Development square footage	Assessed Value (\$180 per square foot)	City Real Property Tax	Minimum RISE Credit	New City Revenue with the Minimum RISE Credit	50% RISE Credit	New City Revenue with 50% RISE Credit
1	300,000	\$54,000,000	\$180,900	\$90,450	\$90,450	\$90,450	\$90,450
2	0		\$180,900	\$18,090	\$162,810	\$90,450	\$90,450
3	0		\$180,900	\$18,090	\$162,810	\$90,450	\$90,450
4	0		\$180,900	\$18,090	\$162,810	\$90,450	\$90,450
5	0		\$180,900	\$18,090	\$162,810	\$90,450	\$90,450
		5-year Total:	\$904,500	\$162,810	\$741,690	\$452,250	\$452,250

Note: If the County supports a five-year RISE Zone credit at 75% for each year, the value of its incentive would be more than four times the value of the City incentive at 50%, because the County tax is much higher than the City tax.

4

Prince George's County Zoning Rewrite



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

Prepared By: Terry Schum, Planning Director

Meeting Date: February 16, 2016

Presented By: Terry Schum, Planning Director

Proposed Consent Agenda: No

Originating Department: Department of Planning, Community and Economic Development

Issue Before Council: Comments on Draft Module 1 of the Prince George's County Zoning Ordinance Rewrite dealing with Zones and Zone Regulations and Use Regulations.

Strategic Plan Goal: Goal 3: High Quality Development and Reinvestment (This is a Prince George's County initiative, but improvements to the zoning process should create more clarity and certainty in the development process and facilitate better development).

Background/Justification:

The Maryland-National Capital Park and Planning Commission (M-NCPPC) has undertaken a process for comprehensively rewriting the County's Zoning Ordinance and Subdivision Regulations. The process is organized into four phases which began in early 2014 and is expected to be completed in fall 2017. The current phase is focused on drafting the new ordinance and regulations which are being released in three modules. Public comments on Module 1 are being solicited prior to March 1, 2016 but will be accepted throughout the process. Module 2, addressing Development Standards and Subdivision Regulations, is expected to be released in spring 2016 and Module 3, addressing Administration and Procedures, is expected to be available in summer 2016. Attachment 1 is a copy of the PowerPoint presentation made by Chad Williams, M-NCPPC Planner, at the 4 Cities Meeting on January 27, 2016. Additional information and materials related to the rewrite may be obtained from the project website: <http://zoningpgc.pgplanning.com>.

Zones and Zone Regulations

The draft ordinance proposes to align the zoning code with policy recommendations in Plan Prince George's 2035 and to make it more understandable and user-friendly. It establishes three zone types (base zones, planned development zones and overlay zones) and reduces the number of zones from 73 to 42. Attachment 2 is a table showing the current zones and how they would be changed in the new ordinance. The actual mapping of these changes to specific properties will not occur until after the new ordinance is adopted, and the county does not intend to make significant rezoning decisions during this process. Staff offers the following comments based on a review of these proposed changes.

1. The Reserved Open Space (R-O-S) zone will become the Public Land (PL) zone and the Open Space (O-S) zone will become the Agricultural-Large Lot (AL) zone. For communities inside the beltway, using an AL zone that provides for agriculture and forestry as well as single-family lots greater than 5 acres to replace existing O-S zoning, doesn't really make sense. College Park has both O-S and R-O-S-zoned property but the distinctions between them on the ground aren't really clear. Staff suggests that two different PL zones might better serve us: a PL-P zone with the primary purpose of preserving and protecting environmental features and a PL-R zone for parks and recreational facilities.
2. The Rural-Residential (R-R) zone is retained and provides for low-density, single-family detached housing. The University of Maryland campus is zoned R-R but obviously does not fit this description. While UMD is exempt from zoning and permit requirements, there should be another zoning category applied to campus to more accurately reflect its high-density use. For example, an Urban Campus (UC) zone that recognizes a mixed-use campus environment that is intensely developed would better describe the land use conditions.

3. The One-Family Detached (R-55) zone is the most prevalent residential zone for existing property in the city. This zone will become Single-Family Residential-6.7 (SFR -6.7) reflecting that it will allow 6.7 dwelling units/acre which is the current standard under R-55. In fact, no College Park neighborhood is actually developed at this average density, yet the development regulations are such that many variances are required in order to accommodate such things as driveways and small additions. Also, many older properties were built with less than the minimum lot size required today. Grandfather provisions will not be footnoted in the zone regulations as they are today. Instead, they are proposed to be addressed in “Transitional Provisions” which have not yet been drafted. It will be important for us to review and comment on these provisions. A few minor changes to the dimensional standards are proposed including elimination of the requirement for side-yard setbacks to be a total 17 feet (the minimum requirement for each yard will be 8 feet) and increasing the maximum height of a building from 35 to 40 feet. Staff recommends changing the maximum lot coverage requirement from 30% to 35% based on the frequency of variance requests for this relief.
4. The Multiple-Family, Medium- Density Residential (R-18) zone is also found in College Park, particularly in Old Town. It is proposed to transition to Multifamily Residential-20 (MFR-20) which retains the same density of up to 20 dwelling units per acre but also allows mixed use and limited retail sales and services serving residents of the zone. Most R-18-zoned property in College Park is non-conforming as lot sizes accommodate much fewer dwelling units/acre and have parking and lot coverage issues. Staff recommends consideration of the Multifamily Residential-12 (MFR-12) instead in order to address the overcrowding issues in Old Town.
5. Nonresidential zones are being consolidated so that there will be one General Commercial and Office (GCO) zone, a Service Commercial zone, an Industrial/Employment (IE) zone and a Heavy Industrial (HI) zone. A new Neighborhood Commercial (NC) zone is being created to provide a lower-intensity version of the GCO zone geared to small-scale neighborhood-serving uses. This is similar to the Commercial Ancillary (C-A) zone in the Berwyn Commercial District but more flexible. It is a good replacement zone for this area. The Hollywood Commercial District is still zoned Commercial Shopping Center (C-S-C) and is also part of the Route 1 Development District Overlay Zone (DDOZ) which will be eliminated (see below). The new GCO zone allows for mixed-use development including a vertical or horizontal mix of residential uses and would replace the C-S-C zoning in Hollywood.
6. One of the key changes proposed is to replace the comprehensive design and mixed-use zones with base zones that would allow for by-right development without having a discretionary review or Detailed Site Plan process. Base zones are created for regional transit districts, local transit centers, neighborhood centers and town centers and will replace the Mixed-Use-Infill (MUI), Mixed-Use-Transportation (MXT) and Mixed-Use-Town Center (MUTC) zones among others. This has major implications for College Park since the MUI and MXT zones are the primary zones used within the US 1 Corridor Sector Plan and the College Park/Riverdale Park Transit District Development Plan. In addition to these base zones, corresponding Planned Development (PD) zones are proposed to offer a discretionary development option where more design flexibility and increased density could be obtained in exchange for higher quality and community benefits. Development in PD zones would have to meet general standards and be subject to submission of a Basic Plan (the contents of which are still under development) and Conditions of Approval. How these PD zones will be designated and mapped is still under discussion.
7. Staff is concerned that the extensive planning work done for the Route 1 DDOZ and Metro Area TDOZ will be lost in the shuffle (DDO's and TDO's are also being eliminated). It will be difficult to translate the character and urban design standards developed specifically for these plans to more generic base zones and to retain the flexibility that has been key to attracting new development. In the General Plan, Route 1 is designated as an Employment Area and there is not a corresponding base zone or zones that reflect both the intent of the General Plan and the vision of the Route 1 plan. The College Park Metro Area is a designated Regional Transit Center in the General Plan, however, the core/edge definitions in the proposed RTO zone are too restrictive (the core is defined as within a ¼ mile of a transit station) and don't reflect the actual landscape. It would be a mistake to create a situation where

the new base zones appear to be a downzoning and are not helpful to redevelopment. This is even more of a concern if the PD zones are not part of the initial map amendment. Staff recommends a possible compromise that retains these plans intact until such time as a new Master Plan for the area is developed (our plan has not been updated since 1989). The base zone could be called Mixed-Use-Development (MUD) in order to correspond with the MU-PD zone and the by-right standards would be those contained in the respective plans.

8. A new Campus Activity Center Planned Development (CAC-PD) zone is proposed to provide an option to encourage and support moderate density, transit-supportive, mixed-use development close to university settings including the University of Maryland when the Purple Line is built. Local campus centers are designated in the General Plan, however, this zone is almost identical to the Local Transit-Oriented (LTO) zone so is probably unnecessary.

Use Regulations

The current use tables are complex and contain too many specific uses and footnotes. In the rewrite, use tables have been consolidated, uses are defined more broadly and the number of special exception uses is reduced. Uses are categorized as principal, accessory and temporary. Staff comments on the rewrite of the use regulations are as follows:

Principal Uses:

1. Boarding or Rooming House - This use is carried forward from the current ordinance and the definition is unchanged. The use is antiquated and is not currently being used as intended as owner occupants typically don't have up to 9 paying guests living in their home. Staff recommends that this be eliminated but if it cannot, the definition should be changed to state that the boarding or rooming house shall be owner-occupied or "operated by a responsible individual" [taken from definition of Group Residential Facility]. The dwelling shall also contain not more than four (4) guest bedrooms with no more than two (2) occupants per bedroom. It might be appropriate to require a special exception be obtained in order that the impact to the character of the neighborhood can be addressed prior to approval.
2. Agriculture/Forestry is currently permitted in all zones if no animal raising is involved but the rewrite is more restrictive. Urban agriculture is not specifically defined or expressed but probably should be as it is a growing trend. Food production should be encouraged as an accessory use on rooftops and permitted in all yards in single-family zones (see Accessory Uses below for related discussion).
3. Eating or Drinking Establishment - The definition for this use as been expanded to include brewpubs and microbreweries. The definition of fast food restaurant includes a facility with a walk-up or drive-through window and one where food items are paid for prior to consumption and served on disposable ware. With the proliferation of "fast casual" restaurants the lines between fast food restaurants and sit-down restaurants have become blurred. It is recommended that the fast food category be deleted and a new category of drive-through restaurant be created. All eating and drinking establishments are listed as permitted in the MFR-20 and MFR-48 zones. These are primarily multifamily zones that will permit supportive, walkable retail. Staff recommends that "restaurants with drive-through" not be permitted in these zones.
4. Add Medical Cannabis as a new use and define and add Use-Specific Standards. The State of Maryland has defined and developed regulations for Medical Cannabis uses and it should be provided for under local zoning regulations. This general use is divided into three specific uses: growing, processing, and dispensing and will be subject to local regulations if they exist. Currently there are none. The dispensary use is commonly considered a retail activity but might also be placed in the Health Care Uses category.
5. Add University Group Home as a new use and define and add Use-specific Standards. Various types of group living arrangements are defined and permitted in the code such as convent or monastery, assisted living facility, group residential facilities for populations with special needs, fraternity and

sorority house, etc. Staff suggests there may be an opportunity to define a new use for students who lease single-family homes in neighborhoods near a college or university and further regulate those uses in terms of occupancy, parking and other standards.

Accessory Uses:

1. Accessory dwelling unit or guest house, is proposed to be permitted in all zones except MFR-20 (R-18) and MFR-48 (R-10). This would allow a secondary living unit to a single-family detached use that has a separate kitchen, bathroom and sleeping area either within the same structure or on the same lot. Staff supports this change as long as the primary dwelling unit is owner occupied. It is a responsible way to provide student housing in a neighborhood as well as an aging-in-place option.
2. Add “Bike Share Station” as a new use, define and add Use-Specific Standards. This should be added as a permitted use under Transportation Uses and b permitted as an accessory use or temporary use in all zones.
3. Add “Dog Park” as a new use, define and add Use-Specific Standards to allow this use as an accessory use to Parks and Greenways under the Open Space Use category.
4. Home Garden – This is a new use that permits fruits and vegetables to be grown on single-family sites for consumption by the occupants only. It restricts gardens to the backyard or behind the front façade of the home. Staff believes this is too restrictive and recommends that gardens be allowed in the front yard as well. Regulations for garden fences should also be developed. Home-based Agriculture is also a defined use very similar to Home Garden except that the definition also includes the growing of flowers and the maintenance of an aviary. Staff recommends these uses be combined.
5. Home Housing for Poultry - This new use is proposed to be permitted in the SFR-4.6 (R-80), SFR-6.7 (R-55), SFR-A (R-35 and R-20) zones, but prohibited in the AL (O-S), AR (R-A), RE (RE), and RR (RR). It would allow up to six chickens to be kept on a minimum lot size of one-half acre. Staff does not understand why this use would be prohibited for large-lot single-family zones especially in the Agriculture-Residential zone. If this use is supported, it could be permitted on smaller lots with the approval of a special exception.
6. Add “Library, Personal” as a use and define and add use-specific standards - This new use is sometimes known as a “Little Free Library” and is a “take-a-book, return-a-book” exchange use. Typically, a home owner decides to construct a mailbox-type structure to house books to offer to the community. It is becoming increasingly common in neighborhoods (College Park already has a number of these, including one on the Trolley Trail) and should be addressed by Use-Specific Standards as an accessory use permitted in all zones. Also, it should be considered similar to a freestanding mailbox in terms of being an allowable encroachment into required yards (Table 27-8.203). More information on little free libraries can be obtained by visiting: <http://littlefreelibrary.org/>.

Temporary Uses and Structures:

1. Add a Hookah bar use, definition and create Use-Specific standards. This use has appeared in College Park and has some unique characteristics that should be addressed such as ensuring compliance with fire code and acceptable carbon monoxide levels.
2. Add Electronic-cigarette store use, definition and create Use-Specific standards. This use has appeared in College Park. In Maryland, it is prohibited to sell electronic cigarettes to minors. This use should be regulated similarly to other age-restrictive product sales, i.e. liquor stores, and should be specified as needing to comply with State of Maryland restrictions.

Fiscal Impact: N/A

Council Options:

1. Submit comments on Module 1 based on City Council discussion.
2. Continue discussion on Module 1 and submit comments at a later date.
3. Withhold comments on Module 1 until the entire draft ordinance is available.
4. Don't comment on Module 1.

Staff Recommendation:

#1

Recommended Motion: *I move that a letter reflecting the City's comments on Module 1 of the Prince George's Zoning Rewrite be forwarded to the Maryland-National Capital Park and Planning Commission.*

Attachments:

1. Zoning Rewrite PowerPoint Presentation, January 27, 2016
2. Table of Current and Proposed Zones

Project Background



- What are we doing?
- Why are we rewriting?
- What do we hope to accomplish?
- Who is involved?

Prince George's
Zoning Rewrite
Creating a 21st Century Zoning Ordinance

Prince George's County
Zoning Ordinance and Subdivision Regulations Rewrite

Four Cities Coalition

January 27, 2016



The Maryland - National Capital Park & Planning Commission



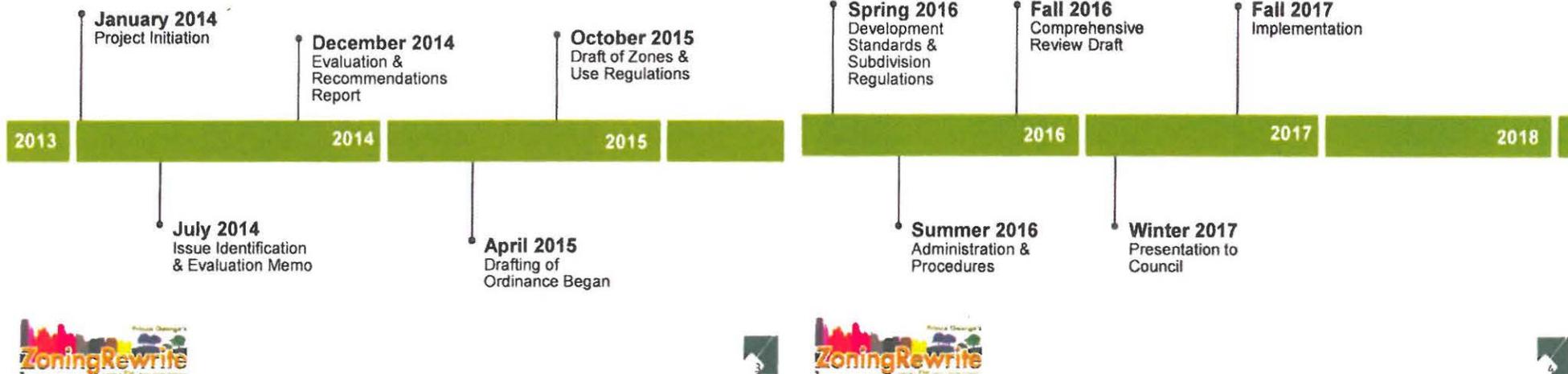
Project Timeline

Where have we been?



Project Timeline

Where have we been?



Project Timeline

What's in Module 1?



- Zones and Zone Regulations
 - Division 27-3
- Use Regulations
 - Division 27-4
- Interpretations and Definitions
 - Division 27-8

The Clarion Team Recommendations



MODULE 1

Zones and Use Regulations



User-Friendly Format



Division 27.1 Zoning and Zone Regulations
 Section 27.1-210 Base Zones
 27.1-210 Residential Base Zones
 27.1-210 Single-Family Residential - Attached (SFR-A) Zone

G. Single-Family Residential - Attached (SFR-A) Zone

1. Purpose

The purpose of the Single-Family Residential - Attached (SFR-A) Zone is to provide land for primarily two-family, three-family, and townhouse dwellings at medium-density, attached-unit residential development, as well as other types of development, in a form that supports residential living and suburbia, and to:

- Pedestrian-oriented and well connected to surrounding lands,
- Respectful of the natural features of the land, and
- Compatible with surrounding lands.

Development allowed in the SFR-A Zone includes two-family, three-family and townhouse dwellings; small-to single-family detached dwellings; business units; recreation/entertainment; personal services; and retail sales and services uses that support residential living and walkability; mixed-use development; and supporting public facilities.



Representative drawing of physical character

2. Use Standards

See use tables and use-specific standards in Division 27.4, Use Regulations, and any modified use standards for applicable overlay zones.



Photographs of typical building forms

Zoning Ordinance
 27-3-36

Prince George's County, Maryland
 Public Review Draft | October 2015



User-Friendly Format



Division 27.1 Zoning and Zone Regulations
 Section 27.1-210 Base Zones
 27.1-210 Residential Base Zones
 27.1-210 Single-Family Residential - Attached (SFR-A) Zone

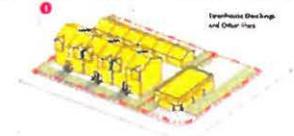
3. Intensity and Dimensional Standards

Standard	Single-Family Detached Dwelling	Two- or Three-Family Dwelling	Townhouse Dwelling	Other Uses	NOTES
Maximum lot area (sq. ft.)	10,000	10,000	10,000	10,000	NOTE: A lot area of 10,000 sq. ft. is the minimum lot area for all residential uses in this zone. Any smaller lot area is subject to the minimum lot area for the applicable use in the applicable use table.
Minimum lot width (ft.)	30	30	30	30	
Minimum lot depth (ft.)	30	30	30	30	
Maximum height (ft.)	35	35	35	35	
Maximum number of units per lot	1	3	3	3	
Maximum number of stories	2	3	3	3	
Maximum number of parking spaces per lot	1	3	3	3	
Maximum number of off-street parking spaces per unit	1	1	1	1	
Maximum number of off-street parking spaces per 1,000 sq. ft. of floor area	1	1	1	1	
Maximum number of off-street parking spaces per 1,000 sq. ft. of floor area (for uses with more than 10,000 sq. ft. of floor area)	1	1	1	1	

Table of intensity and dimensional standards

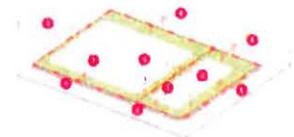
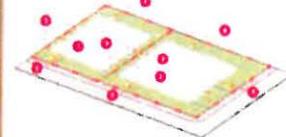


Single-Family Detached and Two- or Three-Family Dwellings



Townhouse Dwellings and Other Uses

Three-dimensional illustrations of intensity and dimensional standards



Prince George's County, Maryland
 Public Review Draft | October 2015

Zoning Ordinance
 27-3-37



New Zone Structure and Organization



The Clarion Team Recommendations



Table 27.3.107: Establishment of Zones	
Base Zones	
Agricultural and Open Space Base Zones	
PL: Public Land Zone	
AL: Agricultural – Large Lot Zone	
AR: Agricultural-Residential Zone	
Residential Zones	
RE: Residential Estate Zone	
RR: Rural Residential Zone	
SFR-4.6: Single-Family Residential-4.6 Zone	
SFR-6.7: Single-Family Residential-6.7 Zone	
SFR-A: Single-Family Residential – Attached Zone	
MFR-12: Multifamily Residential-12 Zone	
MFR-20: Multifamily Residential-20 Zone	
MFR-48: Multifamily Residential-48 Zone	
Transit Oriented/Activity Center Base Zones	
NAC: Neighborhood Activity Center Zone	
TAC: Town Activity Center Zone	
LTO: Local Transit-Oriented Zone	
RTO-L: Regional Transit-Oriented – Low Intensity Zone	
RTO-H: Regional Transit-Oriented – High Intensity Zone	
Nonresidential Base Zones	
NC: Neighborhood Commercial Zone	
GCO: General Commercial and Office Zone	
SC: Service Commercial Zone	
IE: Industrial/Employment Zone	
HI: Heavy Industrial Zone	
Planned Development Zones	
Residential Planned Development Zones	
RPD-L: Residential Planned Development – Low Intensity Zone	
RPD: Residential Planned Development Zone	
MHPD: Mobile Home Planned Development Zone	
Transit/Activity Center Planned Development Zones	
NAC-PD: Neighborhood Activity Center Planned Development Zone	
CAC-PD: Campus Activity Center Planned Development Zone	
TAC-PD: Town Activity Center Planned Development Zone	
LTO-PD: Local Transit-Oriented Planned Development Zone	
RTO-PD: Regional Transit-Oriented Planned Development Zone	
Other Planned Development Zones	
MU-PD: Mixed-Use Planned Development Zone	
IE-PD: Industrial/Employment Planned Development Zone	
Overlay Zones	
Chesapeake Bay Critical Area Overlay Zones	
RCD: Resource Conservation Overlay Zone	
LDO: Limited Development Overlay Zone	
IDO: Intense Development Overlay Zone	
Aviation Policy Area Overlay Zones	
APA-1: Runway Protection Zone	
APA-2: Inner Safety Zone	
APA-3S: Small Airport Inner Turning Area Zone	
APA-3M: Medium Airport Inner Turning Area Zone	
APA-4: Outer Safety Zone	
APA-5: Sideline Safety Zone	
APA-6: Traffic Pattern Area Zone	
Other Overlay Zones	
NCO: Neighborhood Conservation Overlay Zone	

BASE ZONES



Rural and Agricultural Zones



- 5 Rural and Agricultural zones reduced to 3
- **R-O-S carried forward as PL**
Purpose: Support and maintain land for the preservation and protection of the environment and farming
- **O-S carried forward as AL**
Purpose: Preserve and protect agriculture, forestry, and natural resource; and allow for low-density single-family detached dwellings (lots > 5 acre)
- **R-A carried forward as AR**
Purpose: Accommodate and maintain agricultural uses and low-density residential development



Residential Zones



- 14 Residential zones reduced to 8
- **R-E moved from Agriculture**
Purpose: Low-density single-family detached dwellings on lots greater than 40,000 square feet
- **R-R carried forward as RR**
Purpose: Low-density single-family detached dwellings on lots greater than 20,000 square feet



Residential Zones



- **R-80 carried forward as SFR-4.6**
Purpose: Single-family detached dwellings on lots at least 9,500 square feet
- **R-55 carried forward as SFR-6.7**
Purpose: Single-family detached dwellings on lots at least 6,500 square feet in area.
- **R-35 and R-20 consolidated as SFR-A**
Purpose: Two-family, three-family, and townhouse dwellings as medium-density, attached-unit residential development.



Residential Zones



- **R-T, R-30, and R-30C consolidated as MFR-12**
Purpose: Medium-density residential development (up to 12 dwelling units per acre)
- **R-18 and R-18C consolidated into MFR-20**
Purpose: Medium- to moderately-high-density residential development (up to 20 dwelling units per acre).
- **R-10, R-10A, and R-H consolidated into MFR-48**
Purpose: High-density multifamily development (up to 48 dwelling units per acre)





Nonresidential Zones Commercial



Questions to think about:

1. Ag-related uses in the AR zone – how much is too much?
2. Can townhouses and apartments co-exist in the same zone?
3. Commercial uses in the multifamily zones – how much is too much?

- 11 commercial zones reduced to 3

- C-R-C deleted

- NC is new

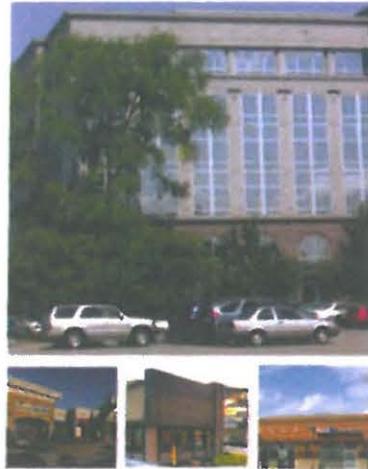
Purpose: Small-scale neighborhood retail primarily serving the daily needs of nearby residents; also well-suited for traditional "main streets."



Nonresidential Zones Commercial



- **C-O, C-A, C-S-C, C-1, C-2, C-G, C-C, and C-W consolidated into GCO**
Purpose: Business, civic, and mixed-use development, typically at major intersections.
- **C-M and C-H consolidated into SC**
Purpose: Retail sales and services (including auto-oriented commercial uses), office, and eating or drinking establishments.

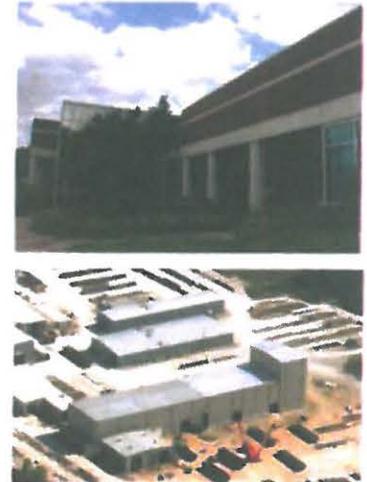


17

Nonresidential Zones Industrial



- **5 industrial and employment zones reduced to 2**
- **I-1, I-3, I-4, and U-L-I consolidated into IE**
Purpose: Mix of employment, research and development, and light industrial development
- **I-2 carried forward as HI**
Purpose: Intense industrial development that generally requires large sites, as well as industrial uses that are important for the County's economic growth but may impact adjoining lands.



18



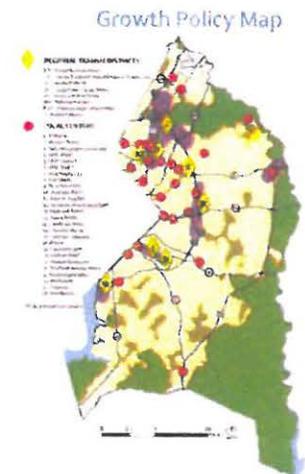
Transit-Oriented/ Activity Center Base Zones



Question to think about:

The NC Zone creates community-centric retail and traditional Main Streets. Is there desire for small-scale commercial near residential properties?

- Replaces current structure for mixed use/transit-oriented development zones
- Zones conform with General Plan policy direction
- New framework: combination of transit-oriented/activity center base zones and Planned Development (PD) zones



Transit-Oriented/ Activity Center Base Zones



- Development standards applicable to Transit Oriented/Activity Center zones
- Focus on establishing template for walkable urbanism
 - Street front/sidewalks/trees
 - Parking/Parking Structures and location
 - Access and circulation
 - Building form



Transit-Oriented/ Activity Center Base Zones



5 transit-oriented/activity center base zones:

- NAC
- TAC
- LTO
- RTO- L
- RTO-H



Table 27-3.203: Transit-Oriented/Activity Center Base Zones

NAC: Neighborhood Activity Center Zone
TAC: Town Activity Center Zone
LTO: Local Transit-Oriented Zone
RTO-L: Regional Transit-Oriented - Low Intensity Zone
RTO-H: Regional Transit-Oriented - High Intensity Zone



Neighborhood Activity Center Base Zone



- **Purpose:** Low and moderate density, small-scale mixed use.
- Intended locations are areas identified as **Neighborhood Centers** in Plan 2035



Town Activity Center Base Zone



- **Purpose:** Auto-accessible, suburban centers with walkable core
- Intended locations are areas identified as **Town Centers** in Plan 2035



Local Transit-Oriented Base Zone



- **Purpose:** Moderate-intensity, mixed-use center connected by regional mass transit.
- Intended locations are areas identified as Local Transit Centers in Plan 2035



Regional Transit Oriented Low Intensity Base Zone



- **Purpose:** High-intensity, mixed-use, region-serving center for workers/residents
- Intended locations are areas identified as Regional Transit Centers in Plan 2035



Regional Transit Oriented High Intensity Base Zone



- **Purpose:** High-intensity, mixed-use, region-serving center for workers/residents
- Intended locations are areas identified as **Downtowns** in Plan 2035
 - Largo Town Center
 - Prince George's Plaza
 - New Carrollton



Questions to think about:

1. High quality urban design standards: Where is the sweet spot?
2. Density and height minimum: Where is the sweet spot?
3. Developer certainty vs. community certainty: What is the correct balance?

The Clarion Team Recommendations



Planned Development Zones



PLANNED DEVELOPMENT ZONES

- Replaces mixed-use and comprehensive design zones
- Alternative to base zones
- Increased flexibility in return for high quality and innovative design



Planned Development Zones



- Community benefits required
- Requires approval of PD Basic Plan in conjunction with rezoning that includes:
 - Concept plan and uses
 - Development standards
 - Conditions of approval



Photo Courtesy of Community Commons

Planned Development Zones



Residential PD Zones

- R-PD-L and R-PD zones build on the current R-L zone
- MH-PD zone carries forward the current R-M-H zone



Planned Development Zones



Center PD zones

- NAC-PD
- CAC-PD
- TAC-PD
- LTO-PD
- RTO-PD



Planned Development Zones



- MU-PD replaces L-A-C, M-A-C, M-X-T, M-U-TC, M-U-I, and UC zones
 - Envisioned primarily outside centers.
- IE-PD zone builds on the E-I-A zone



The Clarion Team Recommendations



Overlay Zones



OVERLAY ZONES

- 14 overlay zones reduced to 12
- R-O-D, T-D-O, and D-D-O eliminated
- CBCA zones carried forward
- APA zones carried forward
- MIOZ will be incorporated

Overlay Zones
Chesapeake Bay Critical Area Overlay Zones
RCD: Resource Conservation Overlay Zone
LDO: Limited Development Overlay Zone
IDO: Intense Development Overlay Zone
Aviation Policy Area Overlay Zones
APA-1: Runway Protection Zone
APA-2: Inner Safety Zone
APA-3S: Small Airport Inner Turning Area Zone
APA-3M: Medium Airport Inner Turning Area Zone
APA-4: Outer Safety Zone
APA-5: Sideline Safety Zone
APA-6: Traffic Pattern Area Zone
Other Overlay Zones
NCD: Neighborhood Conservation Overlay Zone



Overlay Zones



- ACO changed to NCO
- Revised plan approval process and administrative review of development
- Intended to protect and preserve unique features and character of designated established neighborhoods.



Houses, 34th and Date St., Mt. Rainier, Courtesy of Library of Congress



Use Regulations



- All uses are consolidated in one chapter
- Separate sections for principal, accessory, and temporary uses
- All uses defined in *Chapter 27-8: Interpretation and Definitions*

Division 27-4 Use Regulations

27-4.100 General Provisions

27-4.200 Principal Uses

- 27-4.201 General
- 27-4.202 Principal Use Tables
- 27-4.203 Standards Specific to Principal Uses

27-4.300 Accessory Uses and Structures

- 27-4.301 General
- 27-4.302 Accessory Use/Structures Tables
- 27-4.303 Standards Specific to Accessory Uses and Structures

27-4.400 Temporary Uses and Structures

- 27-4.401 General
- 27-4.402 Temporary Use/Structures Tables
- 27-4.403 General Standards for All Temporary Uses and Structures



Use Regulations



How many Ps are there?



- Establishes three-tier classification system
 - Classification (Residential)
 - Category (Household Living)
 - Use Type (Single-family detached, townhouse, multifamily)
- Uses are Broadly Categorized
- Use-specific standards

		Zones														
Uses		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
		P	X	X	X	X	X	X	X	X	X	X	X	X	X	X
		X	X	X	X	X	X	X	X	X	X	X	P	X	X	X
		X	X	X	X	X	P	X	X	X	X	X	X	X	X	X
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
		X	X	X	X	X	X	X	X	X	P	X	X	X	X	X
		X	X	P	X	X	X	X	X	X	X	X	X	X	X	X

		Zones														
Uses																
												P				
												P				



Next Steps Project Schedule



- Continue to encourage community involvement and education
- **OpenComment** - <https://pgplanning.opencomment.us>
- Release of Module 2 ~ Spring, 2016



Next Steps Zoning Rewrite Draft Schedule



Module	Public Review Draft
Zones and Uses	Fall 2015
Development Standards and Subdivision Regulations	Spring 2016
Processes and Administration	Summer 2016
Comprehensive Review Draft	Fall 2016
Final Approval	March 2017



Contact Information



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chad.williams@ppd.mncppc.org

Anika Jackson, M-NCPPC, Public Affairs
anika.jackson@mncppc.org

Core Team Email
ZoningPGC@ppd.mncppc.org

Project Website
zoningpgc.pgplanning.com

OpenComment
<https://pgplanning.opencomment.us>



Current and Proposed Zones		
Current Zones	Proposed	
Base Zones		
Agricultural and Open Space Base Zones		
R-O-S: Reserved Open Space	PL: Public Land	
O-S: Open Space	AL: Agriculture – Large Lot	
R-A: Residential-Agricultural	AR: Agriculture Residential	
R-E: Residential Estate	<i>(moved to Residential)</i>	
Residential Base Zones		
<i>(moved from Agricultural and Open Space)</i>	RE: Residential Estate	
R-R: Rural Residential	RR: Rural Residential	
R-80: One-Family Detached Residential	SFR-4.6: Single-Family Residential-4.6	
R-55: One-Family Detached Residential	SFR-6.7: Single-Family Residential-6.7	
R-35: One-Family Semidetached & Two-Family Detached	SFR-A: Single-Family Residential – Attached Zone [CONSOLIDATED]	
R-20: One-Family Triple-Attached Residential		
R-T: Townhouse		
R-30: Multifamily Low Density Residential	MFR-12: Multifamily Residential-12 [CONSOLIDATED]	
R-30C: Multifamily Low Density Residential – Condominium		
R-18: Multifamily Medium Density Residential	MFR-20: Multifamily Residential-20 [CONSOLIDATED]	
R-18C: Multifamily Medium Density Residential - Condominium		
R-10: Multifamily High Density Residential		
R-10A: Multifamily High Density Residential - Efficiency	MFR-48: Multifamily Residential-48 [CONSOLIDATED]	
R-H: Multifamily High-Rise Residential		
Transit-Oriented/Activity Center Base Zones		
	NAC: Neighborhood Activity Center [NEW]	
	TAC: Town Activity Center [NEW]	Core
		Edge
	LTO: Local Transit-Oriented [NEW]	Core
		Edge
	RTO-L: Regional Transit-Oriented -- Low-Intensity [NEW]	Core
		Edge
	RTO-H: Regional Transit-Oriented-- High Intensity [NEW]	Core
		Edge
Nonresidential Base Zones		
	NC: Neighborhood Commercial [NEW]	
C-O: Commercial Office		
C-A: Commercial Ancillary		
C-S-C: Commercial Shopping Center		
C-1: Existing Local Commercial		
C-2: Existing General Commercial	GCO: General Commercial and Office [CONSOLIDATED]	
C-G: Existing General Commercial		
C-C: Existing Community Commercial		
C-W: Commercial Waterfront		
C-M: Commercial Miscellaneous	SC: Service Commercial [CONSOLIDATED]	
C-H: Existing Highway Commercial		
C-R-C: Commercial Regional Center	[DELETED]	
I-1: Light Industrial		
I-3: Planned Industrial/ Employment		
I-4: Limited Intensity Industrial	IE: Industrial/Employment [CONSOLIDATED]	
U-L-I: Urban Light Industrial		
I-2: Heavy Industrial	HI: Heavy Industrial	
Planned Development Zones		
Planned Residential Zones		
R-L: Residential Low Development	0.5	R-PD-L: Residential Planned Development – Low Intensity
	1	
		R-PD: Residential Planned Development [NEW]
R-M-H: Planned Mobile Home Community		MH-PD: Mobile Home Planned Development
R-S: Residential Suburban Development	1.6	[DELETED]

Current and Proposed Zones		
	2.7	[DELETED]
R-M: Residential Medium Development	3.6	[DELETED]
	5.8	[DELETED]
R-U: Residential Urban Development	8	[DELETED]
	12	[DELETED]
Transit-Oriented/Activity Center Planned Development Zones		
		NAC-PD: Neighborhood Activity Center Planned Development [NEW]
		CAC-PD: Campus Activity Center Planned Development [NEW]
		TAC-PD: Town Activity Center Planned Development [NEW]
		LTO-PD: Local Transit-Oriented Planned Development [NEW]
		RTO-PD: Regional Transit-Oriented Planned Development [NEW]
V-L Village-Low		[DELETED]
V-M: Village-Medium		[DELETED]
L-A-C (N): Local Activity Center (Neighborhood)		[DELETED]
L-A-C (V): Local Activity Center (Village)		[DELETED]
L-A-C (C): Local Activity Center (Community)		[DELETED]
M-A-C (NC): Major Activity Center (New Town or Corridor City)		[DELETED]
M-A-C (NC): Major Activity Center (Major Metro Center)		[DELETED]
R-P-C: Planned Community		[DELETED]
M-X-T: Mixed Use – Transportation Oriented		[DELETED]
M-X-C: Mixed Use Community		[DELETED]
M-U-T-C: Mixed-Use Town Center		[DELETED]
M-U-I: Mixed-Use Infill		[DELETED]
UC-4: Corridor Node		[DELETED]
UC-3: Community Urban Center		[DELETED]
UC-2: Regional Urban Center		[DELETED]
UC-1: Metropolitan Urban Center		[DELETED]
Other Planned Development Zones		
		MU-PD: Mixed-Use Planned Development [NEW]
E-I-A: Employment & Institutional Area		IE-PD: Industrial/Employment Planned Development
Overlay Zones		
Chesapeake Bay Critical Area Overlay Zones		
R-C-O: Resource Conservation		RCO: Resource Conservation Overlay
L-D-O: Limited Development Overlay		LDO: Limited Development Overlay
I-D-O: Intense Development Overlay		IDO: Intense Development Overlay
Aviation Policy Area Overlay Zones		
APA-1: Runway Protection		APA-1: Runway Protection Zone
APA-2: Inner Safety		APA-2: Inner Safety Zone
APA-3S: Small Airport Inner Turning Area		APA-3S: Small Airport Inner Turning Area
APA- 3M: Medium Airport Inner Turning Area		APA- 3M: Medium Airport Inner Turning Area
APA-4: Outer Safety		APA-4: Outer Safety Zone
APA-5: Sideline Safety		APA-5: Sideline Safety Zone
APA-6: Traffic Pattern Area		APA-6: Traffic Pattern Area
Other Overlay Zones		
R-O-D: Revitalization Overlay District		[DELETED]
A-C-O Architectural Conservation Overlay		NCO: Neighborhood Conservation Overlay
T-D-O: Transit District Overlay		[DELETED]
D-D-O: Development District Overlay		[DELETED]

5

SunTrust Master Lease

#3



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

Prepared By: Stephen Groh, Director of Finance **Meeting Date:** February 16, 2016

Presented By: Stephen Groh, Director of Finance **Proposed Consent Agenda:** No

Originating Department: Finance

Issue Before Council: SunTrust Bank Master Lease #3 for vehicle and equipment purchases

Strategic Plan Goal: Not applicable

Background/Justification: For the past 18+ years, the City has utilized master leases for purchases of vehicles and equipment (1 computer lease and 2 vehicle leases). Borrowing a lump sum in advance on a 5-year lease (equivalent to a loan) provides greater flexibility in making vehicle purchases as we primarily purchase vehicles on state or county contracts and the timing of these purchases does not always coincide with the timing of our budget process. Having funding in place in advance, and just budgeting for debt service each year, smoothes out the budgeted expenditures for large purchases such as \$275,000 refuse trucks.

SunTrust Bank is the primary tax-exempt leasing entity for smaller municipalities in the area. We have used them for all of our previous leases. In the FY2016 Capital Improvement Program (C.I.P.) project for Vehicle Replacement, we budgeted for a new \$2,000,000 master lease to be obtained in FY2016. We have obtained an interest rate quote of 2.22% for 5 years. As the lease is secured by a State Department of Assessments & Taxation (SDAT) financing statement, the lease is NOT general obligation debt of the City. The SunTrust leasing division will be providing a sample lease agreement for review by the City Attorney and bond counsel Lindsey Rader of Funk & Bolton. Following the review, Lindsey Rader would begin preparing the tax opinion for the lease and Council resolution, which should take a month or so. Lindsey's estimated billing should not exceed \$8,500.

Fiscal Impact: Beginning in FY2017, we will budget \$423,000 per year for the debt service on the 5-year lease in the Vehicle Replacement C.I.P. project.

Council Options:

1. Approve the SunTrust Bank Master Lease #3 for vehicle and equipment purchases.
2. Direct staff to proceed in a different direction.
3. Table any decision until a later meeting.

Staff Recommendation:

Option #1

Recommended Motion: No formal action needed at this time. Once the resolution is prepared, Council will act at that time.

Attachments: None as we have not yet received a sample lease agreement.

6

Consideration of DOD
Request:
“Commemorative
Partner for the
50th Anniversary of the
Vietnam War”



OFFICE OF THE DEPUTY CHIEF MANAGEMENT OFFICER
9010 DEFENSE PENTAGON
WASHINGTON, DC 20301-9010

RECEIVED

DEC 23 2015

City of College Park
Administration Office

19 DEC 2015

Mayor

ADMINISTRATION

The Honorable Andrew Fellows
Mayor of College Park
4500 Knox Road
College Park, MD 20740-3330

Dear Mayor Fellows:

I write to invite you and the City of College Park to join the more than 8,000 states, communities, businesses, and organizations who have become a Commemorative Partner for the 50th Anniversary of the Vietnam War. The Commemorative Partner Program assists in thanking our Vietnam Veterans and their families in their hometowns. We owe these Veterans a special debt of gratitude for their service during a turbulent time in our Nation's history, and our goal is to honor every Veteran, consistent with the primary objectives established by Congress for this Commemoration in Public Law 110-181. Just as we honored Veterans who served in World War I, World War II, and the Korean War, we are determined to thank and honor our Vietnam Veterans for their service, valor, and sacrifice more than 50 years ago.

We would greatly appreciate your City joining us in this effort. The only requirement for a Commemorative Partner is to conduct at least two events per year through 2018, during which you take the opportunity to distinctly thank and honor our Vietnam Veterans and their families. The events can be as simple or as grand as you desire, and in conjunction with other events you've already planned. If your City participates in this program, the information on your events can be included on the Commemoration website (<http://www.vietnamwar50th.com/>).

The point of contact for the Commemorative Partner Program is Ms. Yvonne Schilz who can be reached at (703) 697-4919 or yvonne.e.schilz.civ@mail.mil. Alternatively, you may also contact our Commemoration Director, Major General (Retired) James Jackson at (703) 697-4902, or james.t.jackson54.civ@mail.mil.

I appreciate your consideration in becoming a Commemorative Partner. Enclosed is information regarding the Commemoration. We look forward to the chance to work in close partnership with the City of College Park to recognize the service, valor, and sacrifice of our Vietnam Veterans and their families.

Thank you.

Sincerely,

Michael L. Rhodes
Director

Enclosure:
As stated



Fact Sheet

The United States of America Vietnam War Commemoration

The United States of America Vietnam War Commemoration

In accordance with Public Law 110-181 SEC.598, Congress authorized the Secretary of Defense to conduct a program to commemorate the 50th anniversary of the Vietnam War and "in conducting the commemorative program, the Secretary shall coordinate, support, and facilitate other programs and activities of the Federal Government, State and local governments, and other persons and organizations in commemoration of the Vietnam War."

To that end, The United States of America Vietnam War Commemoration was formed. The congressionally-mandated objectives for the Commemoration are:

1. To thank and honor veterans of the Vietnam War, including personnel who were held as prisoners of war, or listed as missing in action, for their service and sacrifice on behalf of the United States and to thank and honor the families of these veterans.
2. To highlight the service of the Armed Forces during the Vietnam War and the contributions of federal agencies and governmental and nongovernmental organizations that served with, or in support of, the Armed Forces.
3. To pay tribute to the contributions made on the home front by the people of the United States during the Vietnam War.
4. To highlight the advances in technology, science, and medicine related to military research conducted during the Vietnam War.
5. To recognize the contributions and sacrifices made by the allies of the United States during the Vietnam War.

One of the major ways the Commemoration plans to accomplish these objectives is by recruiting Commemorative Partners throughout America. The Commemorative Partner Program is designed for federal, state and local communities, veterans' groups, and other nongovernmental organizations to assist a grateful nation in thanking and honoring our Vietnam Veterans and their families.

It costs nothing to become a Commemorative Partner. Commemorative Partners participate by planning and conducting events and activities that will recognize and honor the service, valor, and sacrifice made by Vietnam Veterans and their families. America has a strong tradition of honoring veterans and their families on key dates, such as Memorial Day, National POW/MIA Day, and Veterans Day. Commemorative Partners may consider using those days to specifically highlight the men and women who served during the Vietnam era and their families, former Vietnam prisoners of war, the families of unaccounted for personnel, and the brave men and women who made the ultimate sacrifice.

Currently, there are more than 5,200 Commemorative Partners throughout America. Join the nation, get involved and become a Commemorative Partner today! Visit the Commemoration website for more information, stories about other partners, and application forms at www.VietnamWar50th.com.

Current as of February 2014

www.VietnamWar50th.com



Fact Sheet

The United States of America
Vietnam War Commemoration

The United States of America Vietnam War Commemoration Commemorative Partner Program

The Commemorative Partner Program is designed for federal, state and local communities, veterans' organizations and other nongovernmental organizations to assist a grateful nation in thanking and honoring our Vietnam Veterans and their families. Commemorative Partners participate in the Commemoration by planning and conducting events and activities that recognize Vietnam Veterans and their families' service, valor, and sacrifice. Commemorative Partners must commit to conduct two events each year from 2015-2017.

Commemorative events and activities should be dignified, memorable occasions that show a sensitivity and appreciation for the solemnity of war and the losses suffered by many. Events or activities should meet one or more of the congressionally-mandated objectives of the program, and as a minimum, with an emphasis on objective one:

1. To thank and honor veterans of the Vietnam War, including personnel who were held as prisoners of war or listed as missing in action, for their service and sacrifice on behalf of the United States and to thank and honor the families of these veterans.
2. To highlight the service of the Armed Forces during the Vietnam War and the contributions of Federal agencies and governmental and nongovernmental organizations that served with, or in support of, the Armed Forces.
3. To pay tribute to the contributions made on the home front by the people of the United States during the Vietnam War.
4. To highlight the advances in technology, science, and medicine related to military research conducted during the Vietnam War.
5. To recognize the contributions and sacrifices made by the allies of the United States during the Vietnam War.

It costs nothing to become a Commemorative Partner. To become an official Commemorative Partner, organizations must submit an application and a signed Statement of Understanding. To obtain an application go to www.VietnamWar50th.com and then to the Commemorative Partner Program webpage for further information on how to apply. Once an application is submitted, the approval process should take no longer than 30 days. Partners are kept informed of an application's status through electronic notifications. Once approved, the Commemoration will provide the Commemorative Partner with a starter kit composed of materials for developing and implementing their programs. Commemorative Partners receive a commemorative flag, Commemorative Partner certificate and other materials, and authorization to use The United States of America Vietnam War Commemoration Commemorative Partner seal for approved purposes.

- For questions regarding the program application process: WHS.VNWar50th_CPP@mail.mil
- For online application forms:
http://www.VietnamWar50th.com/commemorative_partners/online_application_forms
- To download printer-friendly application forms:
http://www.VietnamWar50th.com/commemorative_partners/application_forms



Fact Sheet

The United States of America
Vietnam War Commemoration

Vietnam Veteran Lapel Pin *... a lasting memento of the nation's thanks!*

- **Purpose:** To recognize, thank and honor United States military veterans who served during the Vietnam War period.
- **Eligibility:** Living United States veterans who served on active duty in the U.S. Armed Forces from November 1, 1955 to May 15, 1975, regardless of location, are eligible to receive one lapel pin.
- **Presentation:** These lapel pins will be presented in a dignified manner to each Vietnam veteran during public events held in their communities by Commemorative Partners. Accompanying remarks should reflect the nation's thanks for their service and sacrifice. In the rare instance when an honoree cannot attend a public event, the pin may be presented during a private ceremony.
- **Symbolism:**
 - **Eagle** - The eagle represents courage, honor and dedicated service to our nation. As one of the most recognizable and notable American symbols, it is emblazoned with distinction on numerous military insignia.
 - **Blue Circle** - The color blue matches the canton of the American flag and signifies vigilance, perseverance and justice. The circle shape and blue color also match the official seal of the Commemoration.
 - **Laurel Wreath** - A time-honored symbol representing victory, integrity and strength.
 - **Stripes** - The stripes behind the eagle represent the American flag.
 - **Stars** - The six stars represent the six allies who served, sacrificed and fought alongside one another: Australia, New Zealand, the Philippines, the Republic of Korea, Thailand, and the United States.
 - **Message** - "A Grateful Nation Thanks and Honors You" is embossed on the back, closest to the heart of the wearer, along with the Commemoration's name.



7

Legislation

From: [Leonard L. Lucchi](#)
To: [Bill Gardiner](#); [Janeen S Miller](#)
Subject: Legislative Report
Date: Friday, February 12, 2016 11:35:49 AM

TO: Bill Gardiner, Assistant City Manager

FR: Len Lucchi, City Lobbyist

RE: Legislative Report

Today is the deadline for the filing of House Bills. Hearing dates will now be assigned for each bill. The following is the status of pertinent bills:

1. Fiscal bills –
 - a. HB 723 – Transportation – Highway User Revenues – Distribution to Municipalities – This is the MML bill to gradually restore HUR revenues to municipalities. It has a hearing on February 25th before the Environment and Transportation Committee.
 - b. HB 1455 – Transportation – Highway User Revenue – Distribution – The bill restores HUR revenues to both cities and counties. It has not yet been assigned a hearing date.
 - c. SB 585 – Transportation – Highway User Revenues – Distribution to Municipalities – This is the Senate version of the MML bill. It has a hearing on March 2nd before the Budget and Taxation Committee.
2. College Park bills –
 - a. HB 1138 – Prince George’s County – School Facilities Surcharge – Student Housing Exemptions – This bill had a hearing before the House Delegation on February 8th and has been assigned to the County Affairs Committee
 - b. SB 780 – Prince George’s County – School Facilities Surcharge – Student Housing Exemptions – This bill has been assigned to the Prince George’s Senate Delegation, chaired by Senator Rosapepe
 - c. SB 782 – Creation of a State Debt – Prince George’s County – Hollywood Streetscape – This bill requests \$200,000 from the State’s capital budget.
3. Municipal bills
 - a. House Bill 277 – Municipalities – Authority to Serve Citations for Violations of County Laws – This bill had a hearing on February 9th before the Environment and Transportation Committee. There does not seem to be much of an appetite for municipalities to take on a county responsibility.
 - b. House Bill 852 – Local Government – Municipal Elections – Tie Votes – This bill requires municipalities to establish procedures for tie votes. It has a February 26th hearing before the Ways and Means Committee.
 - c. Senate Bill 248 – Municipalities - Vacant or Blighted Buildings – Registration and Remediation – This bill also had a hearing on February 9th before the Education, Health, and Environmental Affairs Committee. This bill was introduced and failed last year. It was submitted mainly for Annapolis. There did not seem to be an interest among other municipalities to put a spotlight on these properties.
 - d. Senate Bill 326 – Municipal Elections – Certificates of Candidacy – Proof of Filing – This bill was submitted because of a problem in a single municipality. The hearing is

th

scheduled for February 25 before the Education, Health and Environmental Affairs Committee.

- e. Senate Bill 760 – Municipalities – Municipal Elections – Regulations Concerning Write-In Votes – This bill requires municipalities to establish procedures to allow write-in votes. It has a February 25th hearing before the Education, Health and Environment Committee.

LEONARD L. LUCCHI, Esquire

O'MALLEY, MILES, NYLEN & GILMORE, P.A.

164 Conduit Street

Annapolis, Maryland 21401

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8

Future Agenda items



TO: Mayor, City Council, City Manager and Department Directors
FROM: Janeen S. Miller, City Clerk
DATE: February 10, 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, MARCH 1, 2016

02-01-16: DSP-12030, Pregnancy Aid Center – Terry Schum, Director of Planning

02-08-16: Application for the transfer of a Class D, Beer and Wine License for the use of Akaras, Inc., t/a District 3 Social House, Antoni Akaras, President/Secretary/Treasurer, for 7131 Baltimore Avenue, College Park, 20740, transfer of location from Akaras, Inc., t/a Plato's Diner – Bob Ryan, Director of Public Services

02-10-16: 2016-2018 Fireworks contract – Bob Ryan, Director of Public Services

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

Discussion of Farmers Markets: End-of-season review and survey results – Randall Toussaint, Economic Development Coordinator, and Julie Beavers, Market Master

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

Review of written comment on permit parking in the 5100 and 5200 blocks of Mineola Road for possible Council action at next week's meeting

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

Closed Session at the conclusion of the Worksession: Follow-up to January 19 discussion about non-binding referendum for Charter Amendments – Suellen Ferguson, City Attorney

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
- 12-14-15: Award of contract for stormwater management projects along Rhode Island Avenue and Narragansett Parkway – Terry Schum, Director of Planning
- 02-02-16: Discussion of a second Community Garden (follow-up from February 2 Worksession) – 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
- 12-16-15: Proposed Complete Streets Policy – Terry Schum, Director of Planning and Steve Beavers, Community Development Coordinator
- 02-02-16: Proposed amendments to Chapter 157 of the City Code to eliminate conflicting guidelines for snow removal - Suellen Ferguson, City Attorney

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. (This will be discussed as part of the County Zoning Rewrite)

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

09-09-15: 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

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 (this item will be discussed in conjunction with the Aging-In-Pace Task Force Report)

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

02-03-16: Discussion of creation of a Charter Revision Committee – Scott Somers, City Manager

02-10-16: Request by the University of Maryland to rename Paint Branch Parkway to Campus Drive

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

9

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
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.			

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	
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.			

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, for three-year terms. 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
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.			

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
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.			

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
<p>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.</p>			

Recreation Board			
Appointee	Lives In	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 1	M&C	02/17
Adele Ellis 9/13/88	District 3	M&C	02/17
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	District 1	M&C	02/17
VACANT		M&C	
VACANT		M&C	
VACANT		M&C	
<p>City Code Chapter 15 Article II: Effective 2/2/16: 10 members appointed by the Mayor and Council for three-year terms with a goal of representation from each district. The Chairperson will be chosen from among and by the district appointees. Not a compensated committee. Additional participants include the University of Maryland liaison and the M-NCPPC liaison. Liaison: Public Services.</p>			

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 residents appointed by M&C, 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.			