



**TUESDAY, APRIL 21, 2020**  
**CITY OF COLLEGE PARK**

**\*VIRTUAL MEETING\***

**Please check meeting notice and City calendar for participant information**

**WORKSESSION AGENDA**  
**7:30 P.M.**

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**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.

| <b>Time</b>             |   | <b>Item</b>  | <b>Staff/Council</b>  |
|-------------------------|---|--|---|
| 7:30                    |   | Call To Order  |   |
|                         |   | City Manager's Report  |   |
|                         |   | Amendments To And Approval Of The Agenda   |   |
| <b>Discussion Items</b> |   |  |   |
| 7:35                    | 1 | Detailed Site Plan for Wawa-College Park (DSP-19061 located at 10050 Baltimore Avenue) (30)  | Terry Schum,<br>Director of Planning                                |
| 8:05                    | 2 | Discussion of the Joint Development Agreement, the Parking Agreement, and Condominium Documents with the University of Maryland for the City Hall Project (45) | Scott Somers,<br>City Manager                                       |
| 8:50                    | 3 | Discussion of establishing a Bee City USA Committee (20)   | Robert Marsili,<br>Director of Public Works                         |
| 9:10                    | 4 | Discussion of establishing a Youth Advisory Committee (20)   | Kiaisha Barber,<br>Director of Youth,<br>Family and Senior Services |
| 9:30                    | 5 | Comments on the M-NCPPC Budget (20)  | Bill Gardiner,<br>Assistant City Manager                            |

|       |   |  |                               |
|-------|---|--|-------------------------------|
| 9:50  | 6 | Requests for/Status of Future Agenda Items | Mayor and Council             |
| 9:55  | 7 | Mayor and Councilmember Comments           | Mayor and Council             |
| 10:00 | 8 | City Manager's Comments                    | Scott Somers,<br>City Manager |
|       | 9 | ADJOURN                                    |                               |

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

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# Detailed Site Plan Wawa-College Park



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

**Prepared By:** Miriam Bader, Senior Planner

**Meeting Date:** April 21, 2020

**Presented By:** Miriam Bader

**Proposed Consent:** No

**Originating Department:** Planning, Community and Economic Development

**Issue Before Council:** DSP-19061 for WaWa-College Park

**Strategic Plan Goal:** Goal # 3 – High Quality Development and Reinvestment

**Background/Justification:**

The Applicant (WaWa) is requesting Detailed Site Plan (DSP) review for construction of a 4,736-square foot food and beverage store with a 10-pump gas station on an existing parking lot. The 1.47- acre site is located at 10050 Baltimore Avenue, just north of Holiday Inn and northeast of Ikea, approximately 140 feet west of the intersection of Ikea Centre Boulevard and Baltimore Avenue (US Route 1). It is subject to Conceptual Site Plan 9-6049-02 and Preliminary Plan of Subdivision 4-97121 previously approved for this property and is a permitted use in the Mixed-Use-Transportation (M-X-T) zone.

The Planning Board is scheduled to hear the DSP on April 30<sup>th</sup> and the M-NCPPC Technical Staff Report is available at the link in Attachment 3 below. The City staff report is attached.

**Fiscal Impact:**

The project provides more intensive development of the site which will generate an increase in City property taxes.

**Council Options:**

1. Recommend approval of DSP-19061 with conditions per City Staff Report.
2. Recommend approval with different conditions.
3. Recommend disapproval.

**Staff Recommendation:**

#1

**Recommended Motion:**

*I move that the City Council recommend approval of Detailed Site Plan-19061 with conditions as contained in the City Staff Report.*

**Attachments:**

1. City Staff Report with Conditions
2. Detailed Site Plan Submittal  
Link: <https://www.dropbox.com/sh/tbvwo8v65brq8gr/AACKg7AofDwd5eKc9SGNSZIIa?dl=0>
3. M-NCPPC Technical Staff Report Link may be available April 17th:  
[www.pgplanning.org/Planning Board/Agendas.htm](http://www.pgplanning.org/Planning_Board/Agendas.htm)

**City Staff Review and Recommendation**

Detailed Site Plan 19061  
WaWa – College Park  
10050 Baltimore Avenue

**Project Description**

This request is for Detailed Site Plan (DSP) approval for property located at 10050 Baltimore Avenue, Lot 9 in the IKEA Centre subdivision. The Applicant, 10050 Baltimore Avenue, LLC (WaWa), proposes to develop an existing parking lot by constructing a 4,736 square foot food and beverage store with a gas station.

The 1.47- acre site is located at the southeastern quadrant of the intersection of Ikea Way and Ikea Centre Boulevard, approximately 140 feet west of the intersection of Ikea Centre Boulevard and Baltimore Avenue (US Route 1). The site is zoned M-X-T and abuts M-X-T zoned property on all four sides. To the south is a Holiday Inn; to the west, across Ikea Way, is a surface parking lot and the Ikea store; to the north, across Ikea Centre Boulevard, are retail uses, the Camden apartments and a surface parking lot; and to the east is a surface parking lot.

**Summary of Zoning History**

The original Conceptual Site Plan, CSP-96049, was approved by the Prince George's County District Council on February 10, 1997. The CSP was then known as Gateway Park and consisted of a hotel/historic inn, offices and retail uses to be developed in two stages. On February 19, 1998, the Prince George's County Planning Board approved a Preliminary Plan of Subdivision (PPS) 4-97121 (PGCPB Resolution No. 98-26), for the subject property, consisting of four lots and one outlot.

On January 31, 2002, the Planning Board approved an amendment to CSP-96049-01 (PGCPB Resolutions No. 02-28) and an amendment to DSP-01047-01 for a proposed 380,000 square-foot IKEA store, 410,000 square feet of office uses, and 22,000 square feet of restaurant uses. With the approval of this amendment, IKEA was required to obtain and record an easement agreement with the owners of the Holiday Inn Property (adjacent to the subject property) to create a secondary access point to the IKEA. However, instead of pursuing the easement agreement, the owners of IKEA and Holiday Inn agreed to a land swap, with IKEA conveying a portion of its parking lot to the Holiday Inn, in exchange for Holiday Inn conveying a portion of its property to IKEA, giving IKEA its desired southern access to US 1. IKEA created Lot 9 through a minor subdivision process, with the final plat recorded in May 2002.

On July 24, 2002, IKEA received a staff-level approval of DSP-02035 for the area of Lot 9 only. Then in September 2002, Lot 9 was conveyed to Collmar, LLC, the owner of the Holiday Inn property, at the time. In exchange, IKEA received Parcel H from Collmar, LLC., for the southern access to US1, and a reciprocal easement and operating agreement was recorded, allowing the various entities cross-access on IKEA Way and IKEA Center Boulevard.

On June 17, 2004, the Planning Board approved the reconsideration of conditions for PPS 4-97121 (PGCPB Resolution No.; 98-26 (A)), and a second amendment to CSP-96049-02 (PGCPB Resolutions No. 04-141) for Summit at North College Park (IKEA Center), to allow increases to the total permitted retail, office, and residential quantities.

Roadside Development LLC., who owns the 56,712 square foot shopping center just north of the site, owns Lot 9 and is proposing to lease it to WaWa.

### **Traffic Study**

A traffic study conducted by The Traffic Group in late 2019 shows that the weekday Trip Cap established by the Planning Board via PGCPB 02-28 (824 morning peak hour and 1487 evening peak hour) will not be exceeded. The proposed use is estimated to generate net new trips of 76 AM and 68 PM trips.

### **Site Design and Architecture**

This is essentially a pad site carved out of a larger surface parking lot. The food and beverage store is located near the southwestern side of the site and contains 4,736 square feet. The main entrance is on the eastern side of the building with a secondary entrance on the western side of the building. At the southwestern corner of the site, there will be a dumpster and shed screened from view with brick and PVC. Behind this enclosure, there will be an electrical transformer on a concrete pad surrounded by bollards. Northeast of the store there will be 5 pump islands for a total of 10 gasoline pumps covered by a metal canopy. At the northeast corner, there will be an air pump station. There will be two retaining walls, one on the western side of the site for 109 feet and on the eastern side for a length of 20-feet.

The building façade represents corporate architecture that consists of a combination of stone, exterior insulation and finish systems (EIFS), glass and metal. The predominant colors are red and beige.

*Comment:* Since Policy 2 of the Sector Plan promotes high quality development and discourages the use of EIFS, Staff recommends reducing the amount of EIFS material and replacing it with hardiplank, stone or brick.

### **Access, Circulation, Parking and Loading**

#### **Vehicular Access**

There are two points of vehicular ingress/egress for the site, one at the northeastern portion of the

site via Ikea Centre Boulevard, and the other at the southern portion of the site via Ikea Way. A more indirect point of ingress and egress exists via a previously existing private access easement from Route 1 through the Holiday Inn property.

### **Pedestrian Access**

There will be an 8-foot wide sidewalk including a 3-foot wide strip of bollards along the eastern side of the building to provide access to the main entrance and a 4-foot wide sidewalk along the western/rear side of the building. A 3-foot wide bollard strip will be located along the northern side of the building. The southern side of the building has a sidewalk that leads from the delivery and exit door to the enclosed dumpster area. There will also be a 4-foot wide sidewalk just outside of the parking lot along the eastern side. There is an existing bus stop with a shelter just off the western side of the convenience store.

*Comment:* Since the Sector Plan's Walkable Node Policy 1 emphasizes improving pedestrian connections and access, Staff recommends improving pedestrian access from the bus stop to the western entrance of the store ~~a sidewalk including steps and an ADA ramp be installed from the bus stop to the western entrance of the store~~ and widening the bollard strip area along the northern side of the building.

### **Vehicular and Bicycle Parking**

The Applicant is proposing 37 parking spaces including 2 handicapped accessible spaces and 1 loading space along the perimeter of the site and in front of the convenience store. In addition, the Applicant shows 10 parking spaces and an e-scooter parking area. Bicycle parking spaces are indicated along the eastern perimeter but it is unclear how many spaces will be provided. A Shared Parking Analysis between the hotel and the convenience store was required. This has been submitted, reviewed and approved by M-NCPPC staff indicating that the provided parking is sufficient.

*Comment:* The number of bicycle parking spaces needs to be indicated on the site plan and a revised parking table submitted.

### **Landscaping**

The Applicant is required to meet the Tree Canopy Coverage requirements, parking lot requirements, interior parking lot requirements, and the sustainable landscaping requirements. These are shown to be met on Sheet C400 by providing 3 evergreen trees, 27 deciduous trees, and 60 shrubs. There will be a proposed river rock mulch area along the northern boundary of the underground storage tanks.

### **Signage**

The Site Plan shows two free-standing pylon signs, one located near the northern entrance and one located near the southern entrance. They will be 20-feet in height, set in a 3.5-foot tall stone foundation and contain two LED illuminated price sign panels (regular and diesel) below the

name and logo of the convenience store/gas station. The convenience store will have two building mounted signs, directly over the front and rear entrances. Three additional signs are proposed for the gas station: one along the gas canopy frieze and two above the pump islands.

*Comment:* The signage plan is acceptable to Staff.

## **RECOMMENDATION**

Approval of DSP-19061 subject to the following conditions:

1. Prior to certification of the Detailed Site Plan, the Applicant shall revise the Site Plan to:
  - a. Provide a sidewalk connection from Ikea Way to the rear entrance near the Bus Stop and to the front entrance from the north side of the building.
  - b. Provide a 5-foot sidewalk along the property frontage of the internal driveway.
  - c. Indicate the number of bicycle parking spaces to be provided and revise the parking space table to clearly show required and provided parking.
  - d. Determine the final location of the parking for bike/scooter share.
  - e. Revise the E-Scooter parking detail to be consistent with the striping detail provided by the City.
2. Prior to certification of the Detailed Site Plan, the Applicant shall revise the Architectural Plans to:
  - a. Consider using hardi-plank or panel instead of EIFS, adding manufactured stone veneer pilasters to the façade to match the entrance feature and using a color on the façade that more closely matches the colors used for the gasoline pumps and canopy (white instead of beige).

# 2

## City Hall Project: Joint Development Agreement, Parking Agreement, and Condominium Documents

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



**Prepared By:** Scott Somers  
City Manager

**Meeting Date:** April 21, 2020

**Presented By:** Scott Somers  
City Manager

**Proposed Consent Agenda:** NA

**Originating Department:** City Manager's Office

**Issue Before Council:** Review and discuss approval of the Joint Development Agreement, Parking Agreement, and the Condominium Documents between the City of College Park and the University of Maryland concerning the City Hall Project

**Strategic Plan Goal:** Goal 3: High Quality Development and Reinvestment and Goal 4: Quality et Infrastructure

**Background/Justification:**

The purpose of this Worksession agenda item is to review and recap the Project's goals and priorities, summarize draft agreements and legal components, and ultimately provide direction to staff on how to move forward.

The City of College Park and University of Maryland City Hall Project teams have jointly developed the necessary agreements and working documents associated with the City Hall Project. The Joint Development Agreement and Parking Agreement contain the terms necessary for pre-development requirements and construction. The Condominium Documents include the Declaration of Condominium, Condominium Plat and the By-Laws, and set out how the property will be owned and maintained. Specifically, we will review: contributions made by the parties and how the "Initial University Contribution" ("true up") and parking payment from the University was determined; the ownership structure once the project is complete; building and plaza costs and each party's proportional share; and use of the municipal parking garage.

The Condominium Declaration is the preliminary version of the agreement, because the "as built" information is required to finalize. The Mayor and Council can authorize the approval of the revised and restated Declaration as part of its approvals now, subject to review and approval of the City Attorney, because no substantive changes will be made.

**Fiscal Impact:**

City cost of this project is approximately \$19.6M. Recall the City issued bonds in the fall of 2019 to provide funding of \$12.5M. The City has received approximately \$850,000 in State grants, utilized General Fund savings, and will receive funds from the University of Maryland for the land contribution "true up" and use of the municipal parking garage. Approval of the Joint Development Agreement and Parking Easement provides the legal path for the University of Maryland to pay the City the costs associated with the land "true up" and for its use of the municipal parking garage, totaling approximately \$3M.

**Council Options:**

1. Direct staff to finalize the agreements and documents and bring back to Council for final consideration.
2. Direct staff to finalize the agreements and documents with amendments and bring back to Council for final consideration.
3. Provide alternative direction to staff.

**Staff Recommendation:**

Option #1.

**Recommended Motion:**

NA

**Attachments:**

PowerPoint summarizing goals, priorities, and legal agreements

Joint Development Agreement and Exhibits

Condominium Documents

Parking Agreement



# CITY HALL REDEVELOPMENT

CITY OF COLLEGE PARK, MD

APRIL 21, 2020 UPDATE TO CITY COUNCIL

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| Summary of Agreement and Legal Components | 5  |
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| ▪ September 2019 presentation to Council  | 21 |

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# City Goals and Project Priorities

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A partnership with UMD to deliver a  
new City Hall and catalytic downtown project  
that provides a public plaza and community meeting space  
minimizing costs to the City wherever possible

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# City Goals and Project Priorities

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## A true joint development partnership between the City and UMD

- A new home for
  - City Hall
  - UMD offices
  - Three new UMD-controlled retail spaces
- Use of the City-owned Knox Road parking garage to accommodate all required project parking



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# Project Structure

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## Property Contribution

Each party contributes its property, plus UMD pays additional amount to equalize contributions and reflect actual percentage of use of the redeveloped site (Initial University Contribution – Cash).

## Ownership Structure

A condominium regime entitled “One College Park”, with separate components for City/UMD building, retail, and land. The City will retain ownership of the underlying land (referred to as the “Ground Unit”).

## Building Costs

Cost of each party’s exclusive unit plus common area costs split based on overall use of the building for construction and maintenance of the building.

## Plaza

50/50 split of costs to build the plaza and for future capital expenditures, with routine maintenance provided by the City.

## Parking

All accommodated in City’s Knox Road garage, with a lease to UMD for office parking spaces required.

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# Key Legal Documents

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**There are three key legal documents for this project**



**Joint Development Agreement**



**Parking Agreement (City Garage)**

*Appendix to the JDA*



**Condominium Declaration and Bylaws,  
Condominium Plat**

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# Key Legal Documents

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## There are three key legal documents for this project



### Joint Development Agreement

#### Construction/development of the project

- The “JDA”; provides for pre-construction, construction, maintenance and other project costs, and details overall project structure and operation.



### Parking Agreement (City Garage)

*Appendix to the JDA*

#### Agreement for UMD parking at City Hall

- To provide required parking spaces to the University at an agreed rate per space, a 5 year pre-payment, and provisions for winding down agreement.



### Condominium Declaration, Bylaws and Condominium Plat

#### Project ownership & management

- Identifying common elements, details ongoing ownership and decision-making structure, mechanics and process for operating the building (maintenance and repair), and building use restrictions. Non-construction provisions of JDA will eventually be folded into Condominium Declaration

College Park City Hall Redevelopment | 7

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# Key Legal Documents - JDA

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## Joint Development Agreement

## Construction/development of the project

The Joint Development Agreement (JDA) primarily guides construction and development of the project but also lays out the detail guiding overall project structure, which is reflected in the Condominium Declaration. The JDA document itself and a set of appendix exhibits lay out key components of the project's structure. Additional detail on each of these exhibits is included later in this presentation.

|           |  |                           |
|-----------|--|---------------------------|
| Exhibit A | Description of the Property                      | No additional detail here |
| Exhibit B | Design and Construction Documents                | No additional detail here |
| Exhibit C | Predevelopment Expenses                          |                           |
| Exhibit D | Shared Project Costs                             |                           |
| Exhibit E | Proportionate Share of Ownership Interest        |                           |
| Exhibit F | Initial University Contribution (Cash) Worksheet |                           |
| Exhibit G | Approved and Prohibited Uses of Retail Unit      |                           |
| Exhibit H | Condominium Common Expenses                      |                           |
| Exhibit I | Offer to Purchase Illustrative Example           |                           |
| Exhibit J | Project Schedule                                 | No additional detail here |

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# Key Legal Documents - Parking Agreement

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## **Parking Agreement**

*Appendix to the JDA*

## **Agreement for UMD parking at City Hall**

Parking for the office portion of the City Hall project will be accommodated in the City's Knox Road parking garage. The Parking Agreement reflects the City's agreement with the University for UMD parking in the City's garage. The Parking Agreement is an exhibit to the JDA but highlighted as a key standalone document for Council review. The agreement includes:

- Cost per space from University to City today, and price escalation overtime;
- Number of spaces and approach to UMD increasing or decreasing the number of spaces leased;
- Rights regarding the University's access to those spaces;
- Calculation of a one-time up-front payment from University to the City for use of spaces in the garage in the first five years. This was introduced in effort to help offset the City's upfront costs in the project;
- Time period for the agreement;
- Approach to ongoing operations and maintenance;
- Provisions for reduction of spaces, termination of agreeemnt
- Other protections to the City and University

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# Key Legal Documents - Condominium Declaration

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## Condominium Declaration, Bylaws and Condominium Plat

## Project ownership & management

The Condominium Declaration, Bylaws and Condominium Plat describe the units and their ownership and management structure for the project after construction is complete and reflects the detail that is outlined in the JDA. Key components include or will include when final:

- Approach to ownership (as outlined in the JDA), and voting structure for major decisions;
- Approach to and share of operating costs and capital expenditures (as outlined in the JDA);
- A set of exhibits that are also reflected in the JDA, including restrictions for prohibited real estate uses, approach to a future sale by either party if ever pursued, and others detailed

The current Condominium Declaration is not final, and is meant to be read together with the JDA. Once the building is constructed, the portions of the JDA that deal with ongoing issues, such as ownership, management, operations costs and future sale or unwind of the project, will be merged into the Declaration.

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# JDA Exhibits - Detail

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## JDA Exhibits

The JDA includes several exhibits which provide additional detail about the project’s structure. The City team is happy to answer questions about any of the JDA exhibits, but to preempt potential questions, a short summary of the more complicated exhibits is provided on the following pages.

|                           |  |                           |
|---------------------------|--|---------------------------|
| <a href="#">Exhibit A</a> | Description of the Property                      | No additional detail here |
| <a href="#">Exhibit B</a> | Design and Construction Documents                | No additional detail here |
| <a href="#">Exhibit C</a> | Form of Parking Agreement                        |                           |
| <a href="#">Exhibit D</a> | Predevelopment Expenses                          |                           |
| <a href="#">Exhibit E</a> | Share Project Costs                              |                           |
| <a href="#">Exhibit F</a> | Proportionate Share of Ownership Interest        |                           |
| <a href="#">Exhibit G</a> | Initial University Contribution (Cash) Worksheet |                           |
| <a href="#">Exhibit H</a> | Approved and Prohibited Uses of Retail Unit      |                           |
| <a href="#">Exhibit I</a> | Condominium Common Expenses                      |                           |
| <a href="#">Exhibit J</a> | Offer to Purchase Illustrative Example           |                           |
| <a href="#">Exhibit K</a> | Project Schedule                                 | No additional detail here |

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# JDA Exhibits - Exhibit D Pre-Development Expenses

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*See JDA exhibits for detail*

In the preliminary 2018 General Agreement of Terms for Joint Development, the City and University agreed to pay all predevelopment expenses based on a 50/50 share, subject to further negotiation. Through the JDA negotiation process the parties agreed to revise that payment to be based on each party's share of use of the building (see Exhibit D for more detail). Exhibit C addresses the reimbursement from the University to the City for costs already paid by the City to reflect the revised payment percentage.

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# JDA Exhibits - Exhibit E Shared Project Costs

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*See JDA exhibits for detail*

Exhibit D summarizes how shared project costs will be allocated between the parties. The City and University have divided Project Costs into three categories known as Base Building Work, Plaza Costs, and Unit Costs, more particularly described as follows:

- **Costs for Base Building Work:** The City and University will pay for construction and development of the project based on each party's use of the building, based on square feet. See exhibit for more detail. These costs include ALL Base Building Work costs EXCEPT those described in the "Plaza Costs" and "Unit Costs" categories described below.
- **Plaza Costs:** City and University will share these costs 50/50. "Plaza Costs" means costs to build those exterior surface-level improvements.
- **Unit Costs:** Each party will pay 100% of the cost to build out its individual Unit.

The exhibits includes a detailed line item by item "Allocation Guidance" for how the parties agree to allocate Project Costs.

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# JDA Exhibits - Exhibit F Proportionate Share of Ownership Interest

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*See JDA exhibits for detail*

The Proportionate Share of Ownership Interest is a calculation based on each party's use or occupancy inside the Building footprint, based on percentage of total gross square feet (GSF) of the Building.

- This share addresses the split between the City and University (office and retail space).

This applies in four contexts within the JDA:

- A component of calculating Shared Project Costs in Exhibit D;
- A component of calculating the Initial University Contribution in Exhibit F;
- A method of calculating certain condominium expenses as more particularly described in Section 5.02(e)(iv); and
- A method of calculating distribution of casualty and condominium proceeds as more particularly described in Article XIII.

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# JDA Exhibits - Exhibit G Initial University Contribution (Cash) Worksheet

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## **EXHIBIT F** **Initial University Contribution (Cash) Worksheet**

*See JDA exhibits for detail*

Since the University's use of the Building (once completed) is greater than the University's relative land contribution into the project, the Parties have agreed to an equitable adjustment in the form of an up-front payment from the University to the City which constitutes the cash component of the Initial University Contribution. This was negotiated by the City to help offset the City's upfront project costs.

In addition to contributing .251 acres of land, the University will pay the City the Initial University Contribution in the amount of \$2,330,971 to ensure that the University's initial real property investment, measured by land contribution plus up-front payment, is proportionally equal to the percentage of its usage inside the Building, based on gross square feet (GSF), and a 50% share of space outside the building.

The process for how this Initial University Contribution was calculated was discussed in more detail during staff's presentation to City Council in September of 2019. That presentation can be found in the appendix of this document.

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# JDA Exhibits - Exhibit H Approved and Prohibited Uses of Retail Unit

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*See JDA exhibits for detail*

The University will control three retail spaces in the City Hall project. Given the nature of this joint project, the City worked with the University to prohibit certain uses in the retail spaces and implement a process by which the City will review retail tenants. Exhibit G includes details on the process and specific uses permitted and prohibited in the project.

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# JDA Exhibits - Exhibit I Condominium Common Expenses

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*See JDA exhibits for detail*

Since the City, University will jointly use and maintain parts of the building a detailed understanding of payment for these costs is required. Exhibit H illustrates how the parties have agreed that costs should be allocated to major elements. In summary:

- If cost is solely the responsibility of one Unit owner, that cost shall be allocated 100% to that owner.
- If the City, University, and Retail are jointly responsible, the Proportionate Share of Ownership interest applies (detailed in Exhibit E):
  - City: 36.4%
  - University: 55.7%
  - Retail: 7.9%
- If only the City and University are responsible, the split shall be allocated based on the City and UMD's share of space in the building (GSF), excluding Retail:
  - City (29,338 GSF): 40.2%
  - University (43,681 GSF): 59.8%

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# JDA Exhibits - Exhibit J Offer to Purchase – Illustrative Examples

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*See JDA exhibits for detail*

If the City exercises its option to purchase the University Unit or the University Unit and the Retail Unit, the City will pay the University for two components: 1) reimbursement of the Initial University Contribution (refer back to Exhibit F) multiplied by a CPI Factor, and 2) the value of the University Unit (or the University Unit and Retail Unit) based on an appraisal.

Exhibit I includes an illustrative calculation of the City exercising its offer to purchase for the University Unit only.

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# Questions

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# Appendix

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**HR&A**  
Analyze. Advise. Act.

# CITY HALL REDEVELOPMENT

CITY OF COLLEGE PARK, MD

SEPTEMBER 10, 2019 UPDATE TO CITY COUNCIL

Note: presentation has been updated to reflect figures that have been finalized in the negotiation process.

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# Agenda for Tonight

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City Goals and Project Requirements

Update on Agreement and Key Terms

Approach to Value in the Project

Next steps

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## The City identified key goals and project requirements.

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A partnership with UMD to deliver a new City Hall and catalytic downtown project that provides a public plaza and community meeting space minimizing costs to the City wherever possible

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Based on project costs and City bond capacity,  
there was a deficit.

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|                |           |
|----------------|-----------|
| City Hall Cost | (\$19.6M) |
|----------------|-----------|

|                    |         |
|--------------------|---------|
| City Bond Capacity | \$12.5M |
|--------------------|---------|

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|         |          |
|---------|----------|
| Deficit | (\$7.1M) |
|---------|----------|

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To meet City goals, the City pursued three approaches to reduce the deficit.

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1. Property contribution adjustment  
(“Initial University Contribution”)



1. Parking value adjustment



2. Use of City reserves



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# Key Components

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## Property Contribution

(“Initial University Contribution”)

**UMD purchase of City property** to reduce City bonding and reflect use of redeveloped site.

## Ownership Structure

**A condominium regime** with separate components for City/UMD structure and land.

## Building Costs

Cost of exclusive space plus **common area costs split** based on overall use of the building.

## Plaza

**50/50 split** of costs, with maintenance provided by the City.

## Parking

All accommodated in **City garage**.

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# Property Contribution

(Initial University Contribution)

# Property Contribution | Today the City owns a majority of property at the site.

## College Park

## UMD

### Property Value

\$6.69M

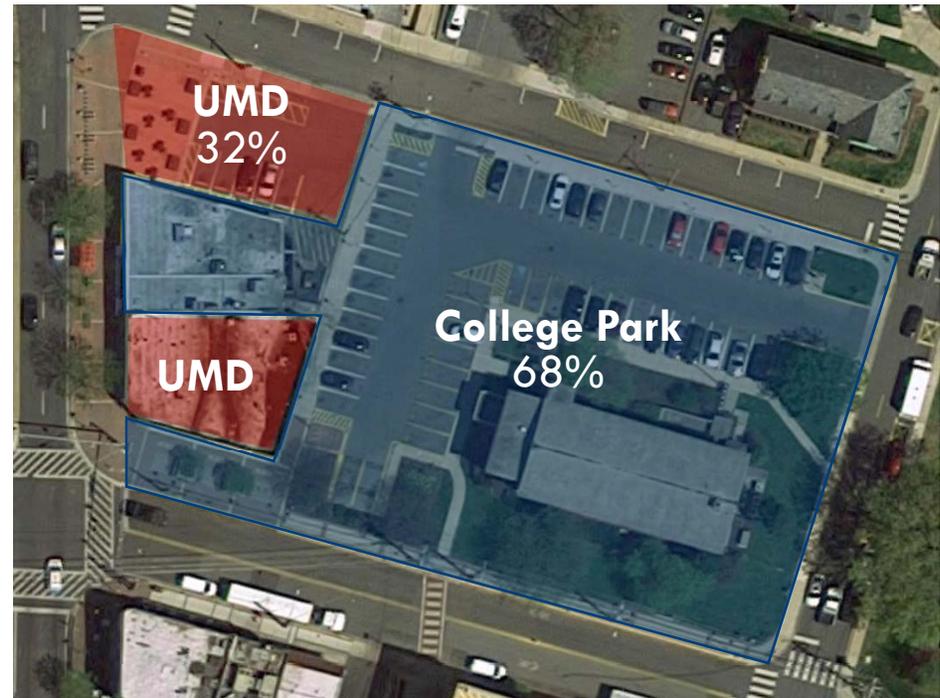
**68%**

of total site value

\$3.10M

**32%**

of total site value



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# Property Contribution | When completed, the City will occupy less than half of the new building.

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## College Park

## UMD

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### Building Use

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34k SF

61k SF

**36%**

**64%**



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# Property Contribution | The City and UMD will share equally in use and benefit of the plaza.

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## College Park

## UMD

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### Building Use

---

34k SF

61k SF

36%

64%

---

### Plaza and Site Use

---

50%

50%



# Property Contribution | The City's total use of the site will be less than half.

**College Park**

**UMD**

**Building Use**

34k SF

61k SF

**36%**

**64%**

**Plaza and Site Use**

**50%**

**50%**

**Total Usage**

**45%**

**55%**



# Property Contribution | To address the mismatch, UMD will purchase property from the City.

College Park

UMD

Total Use

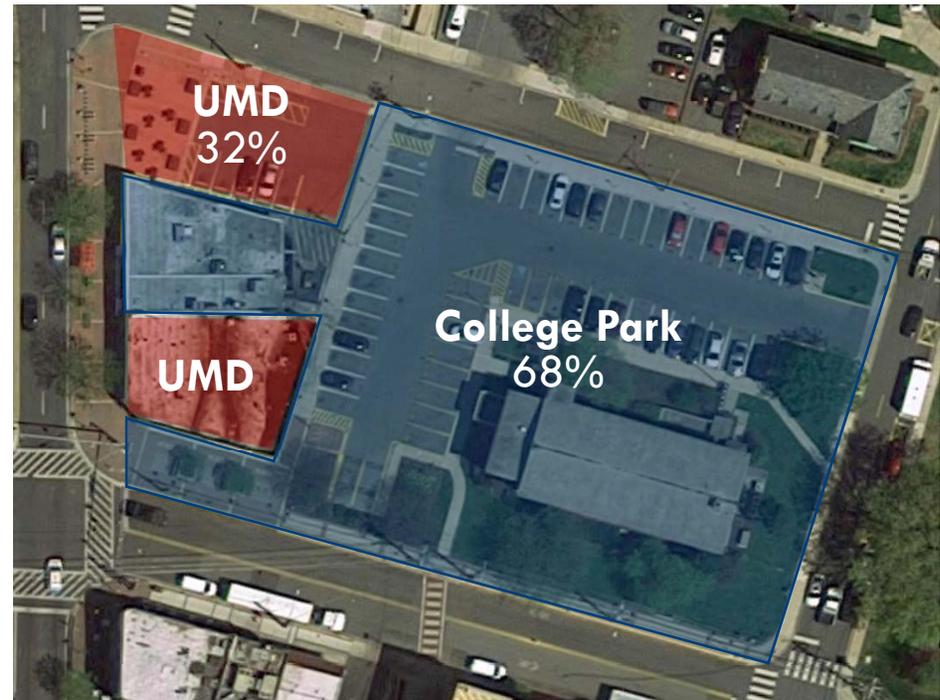
45%

55%



UMD Credit

+\$2.33M (\$2.33M)



---

# Property Contribution | To address the mismatch, UMD will purchase property from the City.

---

**College Park**                      **UMD**

Total Use

45%

55%



UMD Credit

+\$2.33M

(\$2.33M)



- UMD will credit the City. Title to the land will remain with the City.
- In the future, if the City wishes to expand on-site, it can pay back UMD for this credit.

---

# Parking

---

Parking | Project parking will be accommodated in the City's garage.

---



---

## Parking | UMD will lease spaces from the City for its office tenants.

---

- Parking for UMD office tenants will be reserved 8am to 5pm.
- City will have flexibility to lease those same spaces to monthly residents in the evening.
- UMD's retail tenants will pay hourly in the garage.
- UMD's lease will be long-term, consistent with the building condominium, with periodic resets and an upfront payment to the City.



---

**Parking | A portion of this lease payment will be made up front.**

---

**College Park**

**UMD**

**Parking**

---

124 UMD spaces (estimate)

\$90/space/month (price floor)

---

# Parking | A portion of this lease payment will be made up front.

---

**College Park**

**UMD**

**Parking**

---

124 UMD spaces (estimate)

\$90/space/month (price floor)

---

**+\$0.63M (\$0.63M)**



UMD will pay up front for 5 years of the lease.

---

# Summary

---

## Summary

---

|  |                  |
|--|------------------|
| <b>Total City Costs</b>  | <b>(\$19.6M)</b> |
| <b>Property Contribution</b><br><small>“Initial University Contribution”</small> | <b>+\$2.33M</b>  |
| <b>Parking Value</b><br><small>Upfront Payment from University</small>           | <b>+\$0.63M</b>  |
| <b>Predevelopment Cost Adjustment</b>  | <b>+\$0.20M</b>  |
| <b>State Grants</b>  | <b>+\$0.90M</b>  |
| <b>City Reserves</b>   | <b>+\$3.10M</b>  |
| <b>Total Net</b>   | <b>(\$12.5M)</b> |
| <b>City Bond</b>   | <b>\$12.5M</b>   |

---

# SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS AIR SPACE PLAT FOR COLLEGE PARK CITY HALL CONDOMINIUM, CONSISTING OF SIX (6) SHEETS, IS CORRECT; THAT THE CONDOMINIUM IS ESTABLISHED WITHIN ALL OF THE REAL PROPERTY KNOWN AS PARCEL 1 ON A PLAT ENTITLED "COLLEGE PARK CITY HALL".

THAT IT IS IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF TITLE 11 OF THE REAL PROPERTY ARTICLE, SECTION 11-105 ET. SEQ. OF THE ANNOTATED CODE OF MARYLAND.

I FURTHER CERTIFY THAT THIS AIR SPACE PLAT, TOGETHER WITH THE APPLICABLE WORDING OF THE CONDOMINIUM DECLARATION IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND IDENTIFICATION AND LOCATION OF THE UNITS AND COMMON ELEMENTS OF THE CONDOMINIUM CAN BE DETERMINED FROM THEM.

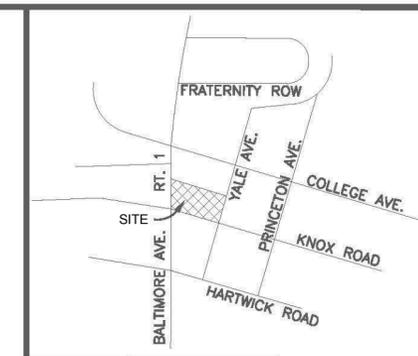
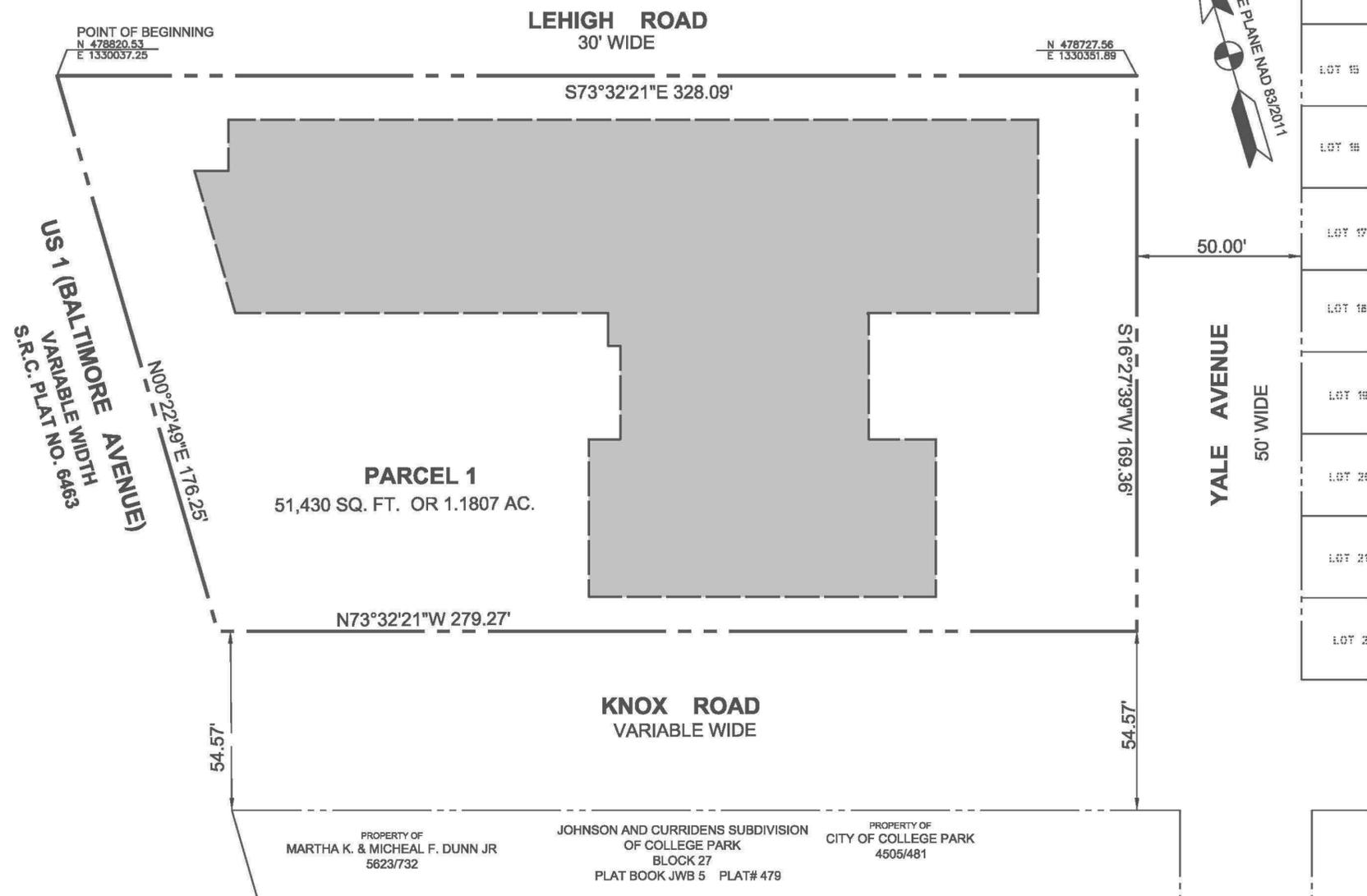
DAVID B. SHANK \_\_\_\_\_ DATE \_\_\_\_\_  
 REGISTERED PROPERTY  
 LINE SURVEYOR  
 REGISTRATION NO. 315  
 EXPIRES 9/10/2020

HANNAH L. KELLY'S SUBDIVISION  
 PLAT DRAWER "A" PLAT# 49

PROPERTY OF  
 COLLEGE PARK CENTER, LLC  
 HANNAH L. KELLY'S SUBDIVISION  
 PLAT BOOK 236 PLAT# 73  
 LOT 30 BLOCK 2

PROPERTY OF  
 ALPHA OMICRON  
 PROPERTIES, INC  
 34732/105

PROPERTY OF  
 AUBINOE ASSOCIATES, LLC  
 31951/319



VICINITY MAP  
 1"=1000'

## LEGEND

- R-1 & R-2 (RETAIL SPACE)
- GCE (GENERAL COMMON ELEMENTS)
- O-1 (OFFICE UNITS)
- O-2 (OFFICE UNITS)

## NOTES

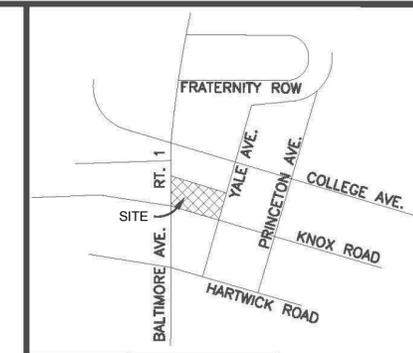
1. COORDIANES, COURSES AND DISTANCES SHOWN HEREON ARE BASED ON NAD83/2011, MARYLAND STATE COORDINATE SYSTEM.
2. ELEVATIONS ARE SHOWN IN NGVD 29 DATUM.
3. L.E. DESIGNATES LOWER ELEVATION LIMITS.
4. U.E. DESIGNATES UPPER ELEVATION LIMITS.
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6. SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAY AND COVENANTS OF RECORD.

**AIR SPACE  
 CONDOMINIUM PLAT  
 COLLEGE PARK CITY HALL  
 CONDOMINIUM**  
 21st ELECTION DISTRICT  
 PRINCE GEORGE'S COUNTY, MARYLAND  
 APRIL 2020 SCALE: 1"=30'  
 1 OF 6

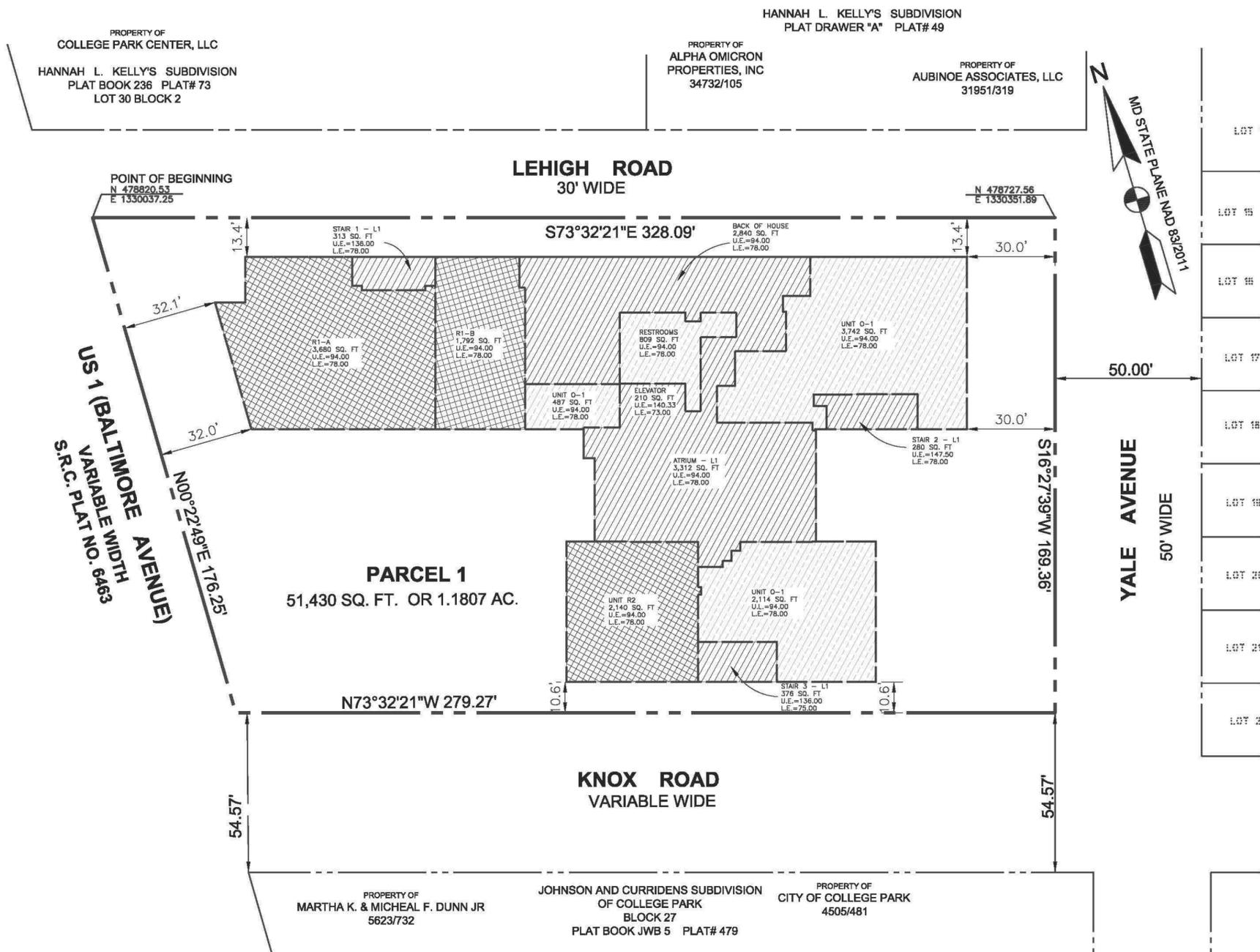
RECORDED: \_\_\_\_\_  
 PLAT BOOK: \_\_\_\_\_  
 PLAT NO: \_\_\_\_\_

**LEGEND**

-  R-1 & R-2 (RETAIL SPACE)
-  GCE (GENERAL COMMON ELEMENTS)
-  O-1 (OFFICE UNITS)
-  O-2 (OFFICE UNITS)



**VICINITY MAP**  
1"=1000'



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**UNIT AREA**

|                        |               |                    |
|------------------------|---------------|--------------------|
| O-1.....               | 7,477         | SQUARE FEET        |
| R1 & R2.....           | 7,612         | SQUARE FEET        |
| GCE.....               | 7,598         | SQUARE FEET        |
| <b>TOTAL AREA.....</b> | <b>22,687</b> | <b>SQUARE FEET</b> |

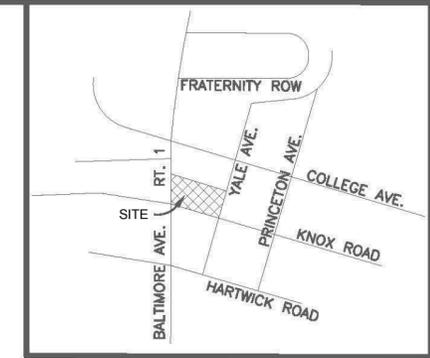
RECORDED: \_\_\_\_\_  
 PLAT BOOK: \_\_\_\_\_  
 PLAT NO: \_\_\_\_\_

**AIR SPACE  
 CONDOMINIUM PLAT**  
  
**LEVEL 1**  
**COLLEGE PARK CITY HALL  
 CONDOMINIUM**  
 21st ELECTION DISTRICT  
 PRINCE GEORGE'S COUNTY, MARYLAND  
 APRIL 2020 SCALE: 1"=30'  
 2 OF 6

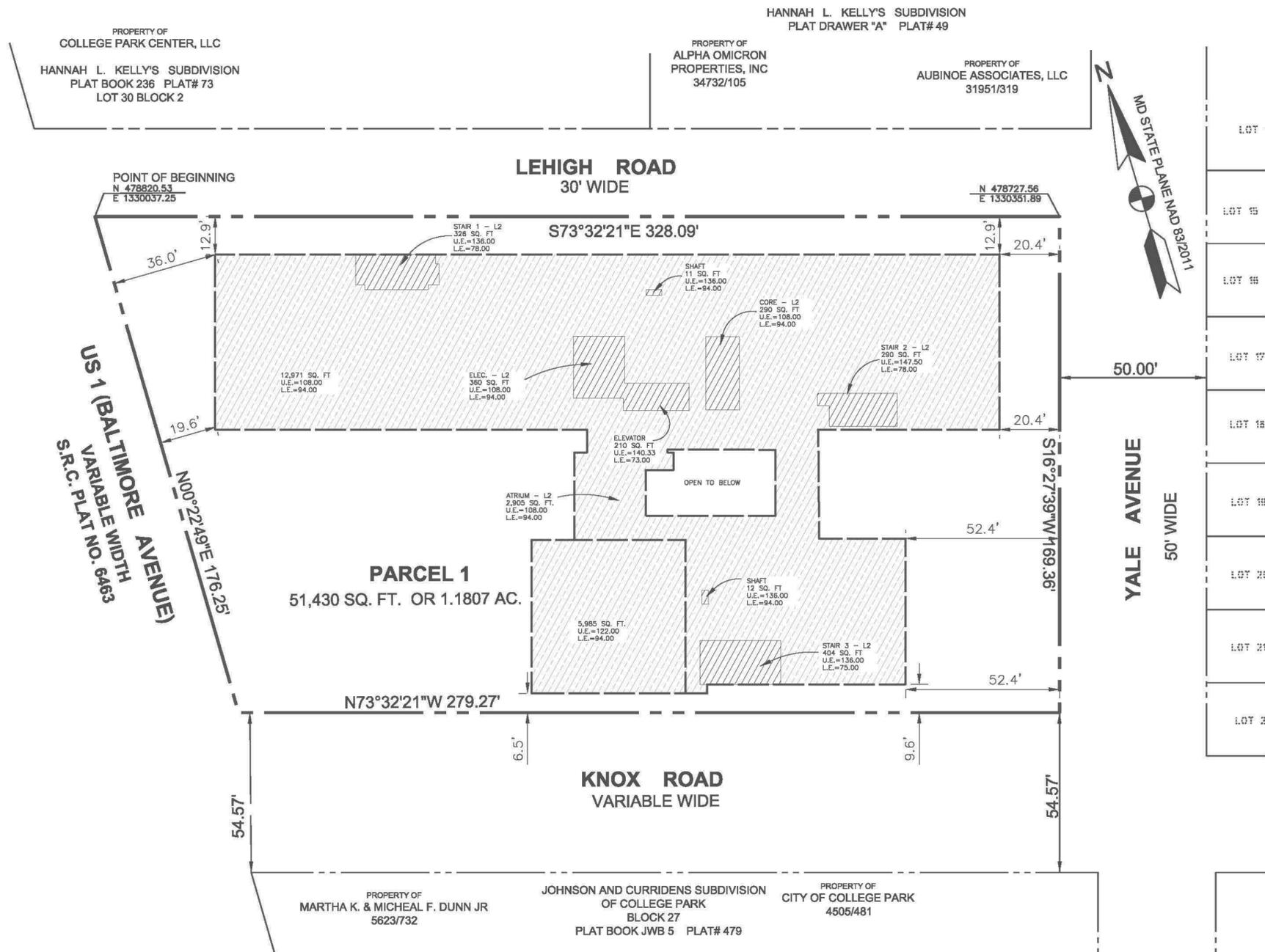
A. MORTON THOMAS AND ASSOCIATES, INC.  
 ENGINEERS · PLANNERS · SURVEYORS · LANDSCAPE ARCHITECTS  
 800 KING FARM BOULEVARD, 4TH FLOOR | ROCKVILLE, MARYLAND 20850 | (301)881-2545 | FAX:(301)881-0814

**LEGEND**

-  R-1 & R-2 (RETAIL SPACE)
-  GCE (GENERAL COMMON ELEMENTS)
-  O-1 (OFFICE UNITS)
-  O-2 (OFFICE UNITS)



**VICINITY MAP**  
1"=1000'



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PROPERTY OF MARYLAND  
 STATE OF MARYLAND  
 JOHNSON AND CURRIDENS SUBDIVISION  
 OF COLLEGE PARK  
 PLAT BOOK JWB 5 PLAT# 479

**AIR SPACE  
CONDOMINIUM PLAT**

**LEVEL 2  
COLLEGE PARK CITY HALL  
CONDOMINIUM**

21st ELECTION DISTRICT  
 PRINCE GEORGE'S COUNTY, MARYLAND  
 APRIL 2020 SCALE: 1"=30'  
 3 OF 6

**UNIT AREA**

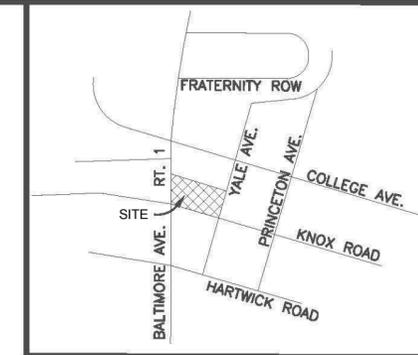
|                 |                    |
|-----------------|--------------------|
| O-1.....        | 21,861 SQUARE FEET |
| GCE.....        | 1,903 SQUARE FEET  |
| TOTAL AREA..... | 23,764 SQUARE FEET |

|            |       |
|------------|-------|
| RECORDED:  | _____ |
| PLAT BOOK: | _____ |
| PLAT NO:   | _____ |

A. MORTON THOMAS AND ASSOCIATES, INC.  
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**LEGEND**

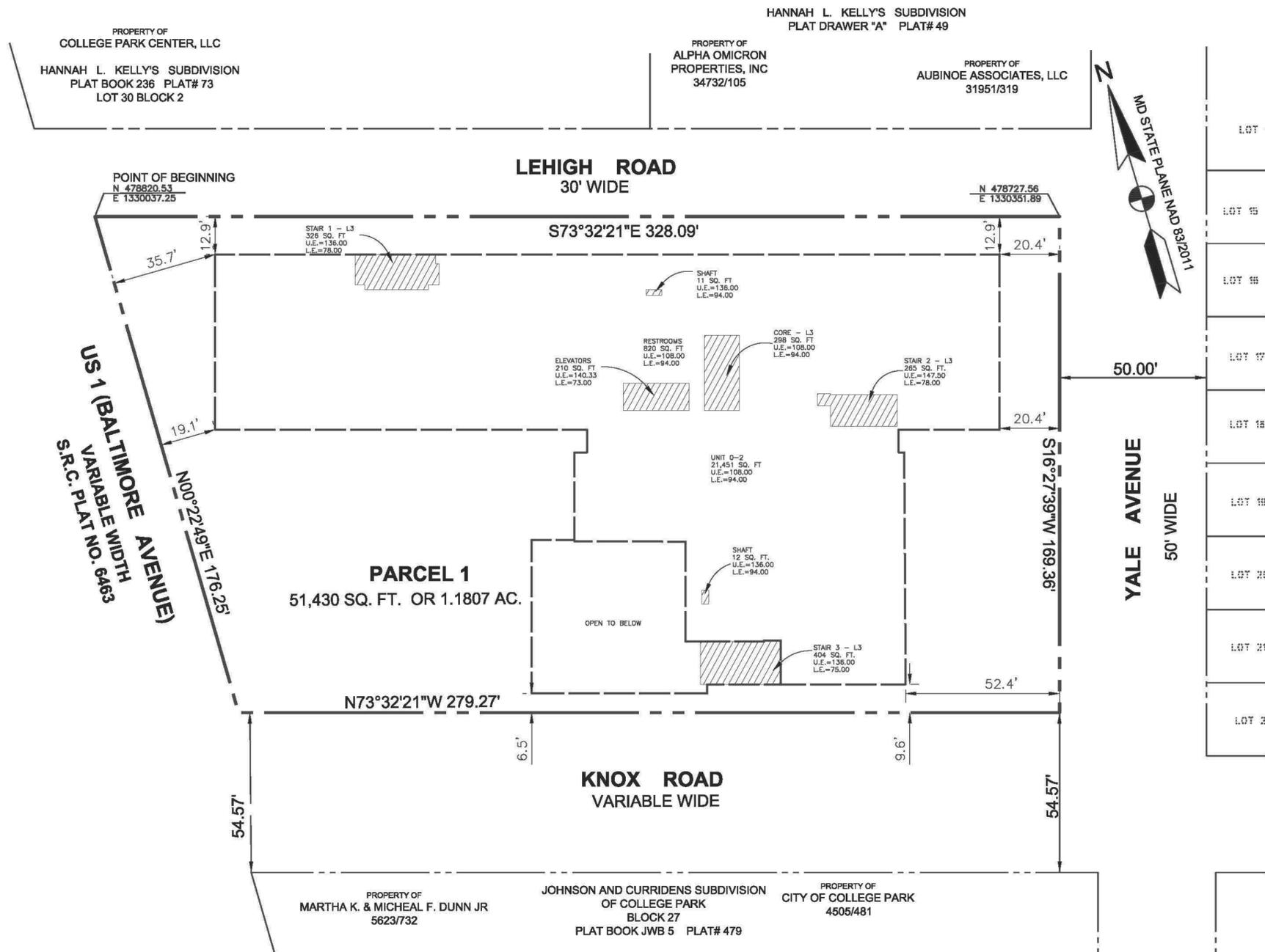
-  R-1 & R-2 (RETAIL SPACE)
-  GCE (GENERAL COMMON ELEMENTS)
-  O-1 (OFFICE UNITS)
-  O-2 (OFFICE UNITS)



**VICINITY MAP**  
1"=1000'

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OF COLLEGE PARK  
PLAT BOOK JWB 5 PLAT# 479

- LOT 1
- LOT 2
- LOT 3
- LOT 4
- LOT 5
- LOT 6
- LOT 7
- LOT 8
- LOT 9
- LOT 10
- LOT 11
- LOT 12
- LOT 13
- LOT 14
- LOT 15
- LOT 16
- LOT 17
- LOT 18
- LOT 19
- LOT 20
- LOT 21
- LOT 22

**AIR SPACE  
CONDOMINIUM PLAT**

**LEVEL 3**  
**COLLEGE PARK CITY HALL  
CONDOMINIUM**  
21st ELECTION DISTRICT  
PRINCE GEORGE'S COUNTY, MARYLAND  
APRIL 2020 SCALE: 1"=30'  
4 OF 6

**UNIT AREA**

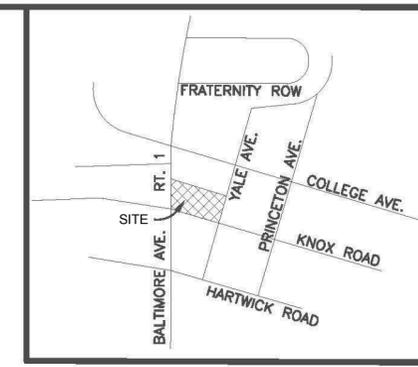
|                 |                    |
|-----------------|--------------------|
| O-2.....        | 21,451 SQUARE FEET |
| GCE.....        | 1,526 SQUARE FEET  |
| TOTAL AREA..... | 22,977 SQUARE FEET |

RECORDED: \_\_\_\_\_  
PLAT BOOK: \_\_\_\_\_  
PLAT NO: \_\_\_\_\_

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**LEGEND**

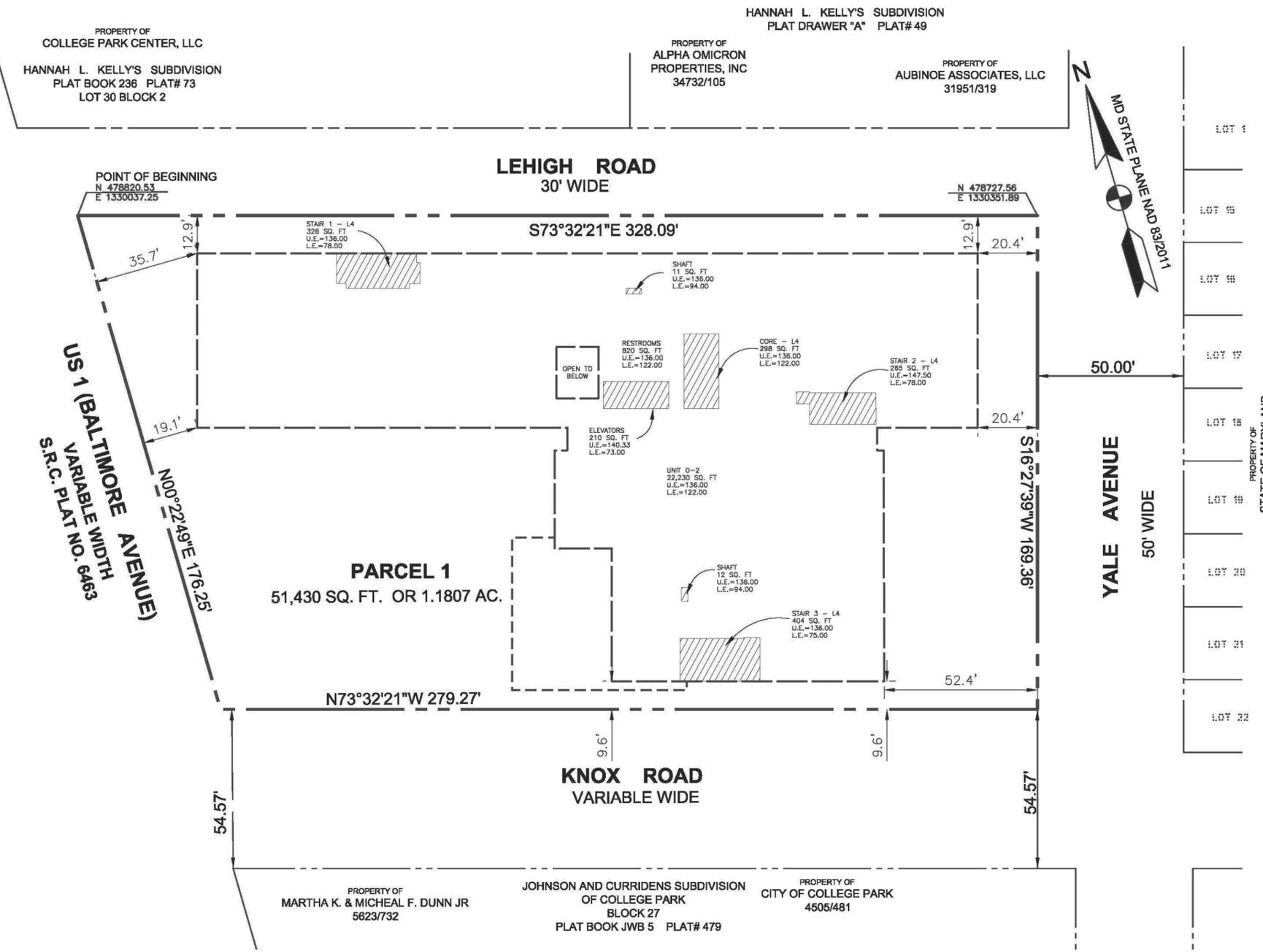
-  R-1 & R-2 (RETAIL SPACE)
-  GCE (GENERAL COMMON ELEMENTS)
-  O-1 (OFFICE UNITS)
-  O-2 (OFFICE UNITS)



**VICINITY MAP**  
1"=1000'

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STATE OF MARYLAND  
JOHNSON AND CURRIDENS SUBDIVISION  
OF COLLEGE PARK  
PLAT BOOK JWB 5 PLAT# 479

- LOT 1
- LOT 2
- LOT 3
- LOT 4
- LOT 5
- LOT 6
- LOT 7
- LOT 8
- LOT 9
- LOT 10
- LOT 11
- LOT 12
- LOT 13
- LOT 14
- LOT 15
- LOT 16
- LOT 17
- LOT 18
- LOT 19
- LOT 20
- LOT 21
- LOT 22

**AIR SPACE  
CONDOMINIUM PLAT  
LEVEL 4  
COLLEGE PARK CITY HALL  
CONDOMINIUM**  
21st ELECTION DISTRICT  
PRINCE GEORGE'S COUNTY, MARYLAND  
APRIL 2020 SCALE: 1"=30'  
5 OF 6

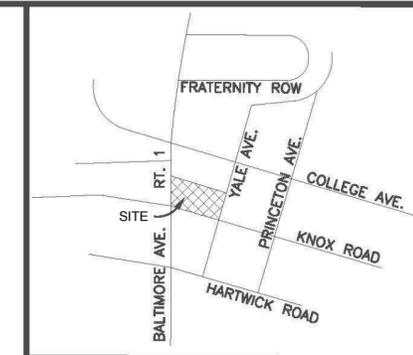
**UNIT AREA**

|                 |        |             |
|-----------------|--------|-------------|
| O-2.....        | 22,230 | SQUARE FEET |
| GCE.....        | 1,526  | SQUARE FEET |
| TOTAL AREA..... | 23,765 | SQUARE FEET |

RECORDED: \_\_\_\_\_  
PLAT BOOK: \_\_\_\_\_  
PLAT NO: \_\_\_\_\_

**LEGEND**

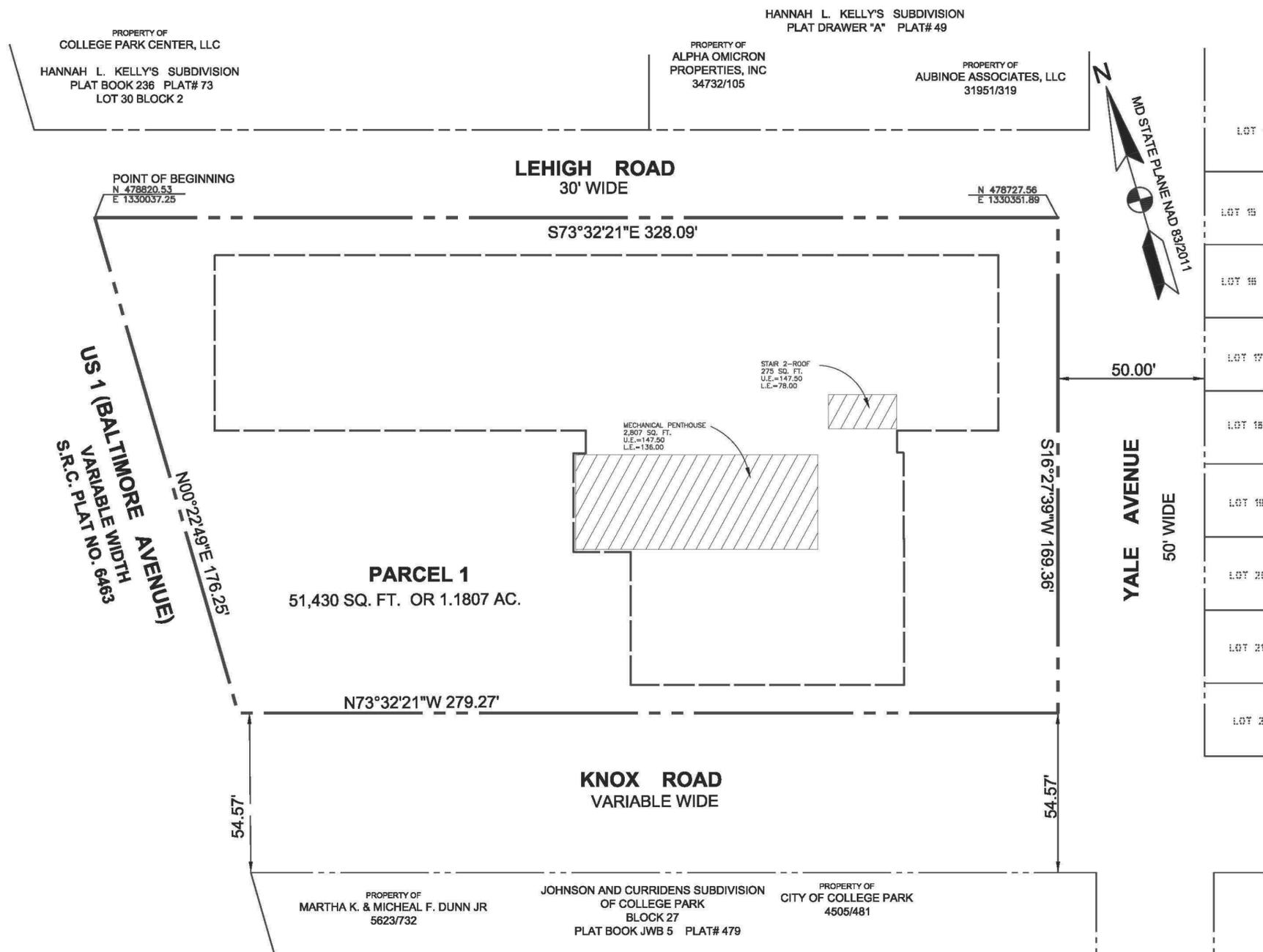
-  R-1 & R-2 (RETAIL SPACE)
-  GCE (GENERAL COMMON ELEMENTS)
-  O-1 (OFFICE UNITS)
-  O-2 (OFFICE UNITS)



**VICINITY MAP**  
1"=1000'

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STATE OF MARYLAND  
JOHNSON AND CURRIDENS SUBDIVISION  
OF COLLEGE PARK  
PLAT BOOK JWB 5 PLAT# 479

- LOT 1
- LOT 2
- LOT 3
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- LOT 8
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- LOT 10
- LOT 11
- LOT 12
- LOT 13
- LOT 14
- LOT 15
- LOT 16
- LOT 17
- LOT 18
- LOT 19
- LOT 20
- LOT 21
- LOT 22

**UNIT AREA**

GCE.....3,082 SQUARE FEET

RECORDED: \_\_\_\_\_  
 PLAT BOOK: \_\_\_\_\_  
 PLAT NO: \_\_\_\_\_

**AIR SPACE  
 CONDOMINIUM PLAT**  
  
**ROOF**  
**COLLEGE PARK CITY HALL  
 CONDOMINIUM**  
 21st ELECTION DISTRICT  
 PRINCE GEORGE'S COUNTY, MARYLAND  
 APRIL 2020 SCALE: 1"=30'  
 6 OF 6

**JOINT DEVELOPMENT AGREEMENT**

by and between the

**CITY OF COLLEGE PARK,  
a body corporate and politic and a political subdivision of the State of Maryland**

and

**the State of Maryland for the use of the University System of Maryland on behalf of its  
constituent institution,  
THE UNIVERSITY OF MARYLAND, COLLEGE PARK,**

Dated: \_\_\_\_\_, 2020

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## **EXHIBITS**

|           |  |
|-----------|--|
| Exhibit A | Description of the Property                      |
| Exhibit B | Design and Construction Documents                |
| Exhibit C | Form of Parking Agreement                        |
| Exhibit D | Pre-Development Expenses                         |
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| Exhibit F | Proportionate Share of Ownership Interest        |
| Exhibit G | Initial University Contribution (Cash) Worksheet |
| Exhibit H | Prohibited Uses of Retail Unit                   |
| Exhibit I | Condominium Common Expenses                      |
| Exhibit J | Offer to Purchase Illustrative Examples          |
| Exhibit K | Project Schedule                                 |

## JOINT DEVELOPMENT AGREEMENT

**THIS JOINT DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between the CITY OF COLLEGE PARK, a body corporate and politic and a political subdivision of the State of Maryland (the “**City**”), and the State of Maryland for the use of the University System of Maryland on behalf of its constituent institution, THE UNIVERSITY OF MARYLAND, COLLEGE PARK (the “**University**”). The University and City are sometimes hereinafter individually referred to as a “**Party**” or collectively as the “**Parties**”.

### **RECITALS:**

A. The City is a body corporate and politic and a political subdivision of the State of Maryland.

B. The University, a public corporation and instrumentality of the State of Maryland, operates a public higher education institution at its campus located in College Park, Maryland.

C. The City and the University own or control parcels of land in College Park bounded by Baltimore Avenue, Lehigh Road, Yale Avenue and Knox Road and consisting of (1) 4500 Knox Road (owned by the City); (2) Lot 7, Yale Avenue (Tax I.D. No. 21-2308849), (3) 7401, 7411 and 7409 Baltimore Avenue (owned by the City), and (4) 7403, 7405 and 7413 Baltimore Avenue (owned by UMCPF Property IV-A, LLC, a Maryland limited liability company (for purposes herein “TDC”)), which parcels contain in the aggregate a total of approximately 1.37 acres, as more particularly described on Error! Reference source not found. (collectively the “**Property**”).

D. The Parties desire to coordinate the development and construction of a mixed-use building on the Property, which will consist of one building with four floors comprising in the aggregate just over approximately 96,266 gross square feet of floor area and an outdoor plaza, which consists of the Base Building Work, the City Improvements, the Retail Improvements and the University Improvements (each as hereinafter defined in Section 1.01) (collectively the “**Project**”). The Parties had previously prepared a project description and plan as part of their joint submission to the Prince George’s County Planning Board (the “**Planning Board**”). The Planning Board, at its October 3, 2019 hearing, voted to support the Project. The submission to the Planning Board, as generally described in that board’s staff report and power point presentation is referred to, herein, as the “**Development Plan.**” The Development Plan may be reviewed at <https://tinyurl.com/r77type>.

E. Consistent with the Development Plan, (i) portions of the Building’s first and second floors will be used for a public lobby and other common areas; (ii) portions of the Building’s first and second floors will be used by the City for its new City Hall including City offices and a new “City Council Chambers” (collectively the “**City Unit**”); (iii) portions of the Building’s first floor will be used for retail purposes (the “**Retail Unit**”) and (iv) the Building’s third and fourth floors will be used as office areas by the University (the “**University Unit**”). The Ground Unit (as defined herein) shall be a separate condominium unit.

F. The Parties intend to cause (i) the legal lots currently comprising the Property to be consolidated into unitary ownership (the “**Lot Consolidation**”) as, when and howsoever required to obtain the requisite Approvals (hereafter defined); and (ii) the Property to be subjected to a condominium regime by recording in the Land Records (hereinafter defined) a condominium plat, condominium declaration, condominium bylaws, and such other related documents as may be necessary to create condominium units and legal condominium unit tax lots within the Property (the “**Condominium Documents**”). In this way, the City will own the City Unit and the Ground Unit. The University will own the University Unit and the Retail Unit.

G. Given the interrelated nature of the Project’s improvements, the Parties intend, in accordance with this Agreement, to finance, develop and construct the Project including their respective Improvements, all in accordance with the Development Plan and all Legal Requirements.

NOW, THEREFORE, in consideration of the Parties’ covenants and agreements, as hereinafter set forth, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I  
**DEFINITIONS**

Section 1.01. Specific Terms.

As used herein, the following terms shall have the following meanings:

“**A/E Agreement**” means that “City of College Park Contract” for architectural services between the Architect and the City, for itself and the benefit of the University, dated August 1, 2018.

“**Agents**” means a Party’s agents, contractors, subcontractors, employees or licensees as well as any affiliate of a Party to the extent that affiliate provides services in connection with the Property’s development.

“**Agreement**” means this Joint Development Agreement.

“**Approvals**” means (a) all permits and approvals from governmental or quasi-governmental authorities, including but not limited to, site plan, site plan enforcement agreements, variances, special exceptions, special use permits, platting or replatting, approvals, rezoning approvals, subdivision approvals, engineering permits, building permits, occupancy permits, storm water management, sediment control, utility abandonment, relocation, connections and approvals, alley closings, and all other governmental or quasi-governmental approvals and permits necessary to commence and duly and diligently develop, construct to completion, reconstruct, operate, repair and maintain the Project (including any demolition permits, building permits and any approvals to move any above-ground utilities underground for construction purposes) in conformity with the Development Plan, and (b) the securing of any bonds, easements, any tieback, crane swing, monitoring, right of entry and adjoining property owner agreements, and any other agreements

from any governmental or quasi-governmental parties, and/or any third parties that are necessary for the regulatory approval process, and the development, construction, operation and completion of the Project.

“**Architect**” means Design Collective, Inc., a Maryland corporation, or any replacement thereof with the approval of the Parties.

“**Base Building Work**” means the development, design and construction of the Project components necessary to create the City Unit, the University Unit and the Retail Unit and the related structural and other necessary building components (i.e., mechanical, electrical, HVAC, plumbing, access (such as stairs and elevators), loading docks, lobby, exterior sidewalks and landscaping, etc.) and other Condominium common elements; excluding however any interior finishes or Work needed or desired by each Party for its particular Unit (i.e. the City Improvements, the University Improvements and Retail Improvements) and excluding also limited common elements (such as an outdoor seating area for the Retail Unit) designed primarily for the benefit of any one Unit.

“**Budget**” means the development and construction budget for the Project to include the soft costs and hard costs for the development and construction of the Project.

“**Building**” means the structure created by the Base Building Work and all other Improvements.

“**Business Days**” means Monday through Friday, inclusive, other than holidays listed on either the City’s list of observed holidays or the “Observed Day” holiday schedule published by the University.

“**Change Order**” means, individually or collectively, a Change Order (Budget) and a Change Order (Plans).

“**Change Order (Budget)**” means a change in a Budget line (whether due to cost savings or cost increases), the proposed use of any contingency and any approved Change Order (Plans) that increases or decreases the Budget.

“**Change Order (Plans)**” means any change or substitution in Construction or Materials which constitutes a material deviation from the Design and Construction Documents, including any Value Engineering as described in **Section 7.01**.

“**City Bonds**” mean the general obligation bonds previously issued by the City on October 3, 2019, for the financing of all or a portion of the City’s Proportionate Share of Project Cost.

“**City Council**” means the governing body of the City of College Park pursuant to its Charter.

“**City Improvements**” means all labor and materials necessary to construct the City Unit

(other than the Base Building Work).

“**City Unit**” means the condominium unit to be used by the City described in Recital E.

“**Condominium**” means the condominium regime created by the Condominium Documents.

“**Condominium Documents**” shall have the meaning set forth in Recital F.

“**Construct**”, “**construct**”, “**Construction**” or “**construction**” means to develop, improve, install, construct, demolish, renew, restore and perform any work of similar nature in connection with locating, placing and maintaining the Improvements on the Property.

“**Construction Contract**” means the CM Agreement and any and all contracts entered into by the Parties, including the City, for itself and for the benefit of the University, with the CM or any other contractor in connection with (a) the performance of any Work; (b) the Construction of the Improvements; or (c) the provision of Materials or labor for the Improvements.

“**CM**” means for purposes of this Agreement James G. Davis Construction Corporation, or any replacement thereof with the approval of the Parties.

“**CM Agreement**” means that certain “Construction Management Agreement” with the CM dated March 6, 2019, as amended, and may be further amended, by change orders approved by the Parties.

“**Construction Inspector(s)**” means third party inspectors selected by either Party for the purposes set forth in Section 3.04.

“**CPI Factor**” means a fraction whose numerator is the Adjustment Index and whose denominator is the Beginning Index, as those terms are defined below. The Adjustment Index is the Revised Consumer Price Index for All Urban Consumers, [1982-84 =100], All Items, [Washington-Arlington-Alexandria, D.C.--VA-MD-WV Metropolitan Area (CPI-U)] that, at the time the adjustment is calculated, is the most recent index number published by the Bureau of Labor Statistics of the United States Department of Labor (herein referred to as the “Index”) for a bimonthly period that precedes the date of adjustment. (The “Beginning Index” is 266.433 (the Index published in the January, 2020 bimonthly period.) If (A) a significant change is made in the number or nature (or both) of items used in determining the Index, or (B) the Index shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the Index, together with information which will make possible the conversion to the new index in computing the adjustments required hereunder. If for any reason the Bureau of Labor Statistics does not furnish such an index, the City and the University shall instead accept and use such other index or comparable statistics on the cost of living in the Washington, D.C.-Md.-Va. metropolitan area, that is computed and published by an agency of the United States or a responsible financial periodical of recognized authority.

“**Day**” shall mean calendar days, unless otherwise specified.

“**Default**” or “default,” with respect to any Party, has the meaning set forth in Article X.

“**Default Rate**” means the Prime Rate, plus three hundred (300) basis points.

“**Design**” means any and all design, planning, architectural or engineering activity required in connection with and for the Construction of any Improvements.

“**Design and Construction Documents**” means the complete set of design documents and working drawings and specifications for the Work as identified on **EXHIBIT B**. The Design and Construction Documents shall also include the site plan as well as all Project architectural, structural, civil, electrical, mechanical, sheeting and shoring, excavation and utility drawings. The Design and Construction Documents include plans for the Project, as a whole.

“**Development Consultant**” means Redgate Real Estate Advisors, LLC or any replacement thereof with the approval of the Parties.

“**Development Plan**” has the meaning set forth in Recital D.

“**Development Responsibilities**” means and includes any and all requirements, endeavors, objectives, conditions required or reasonably contemplated under this Agreement (and steps relating to any of the foregoing), including, without limitation, filing applications; making appearances; providing information, documents, studies and other materials; satisfying all government requirements and tendering those exactions that would reasonably be satisfied by a diligent and experienced real estate developer and construction manager in the context of a similar development and construction project; procuring and maintaining competent professional support, oversight and management, and timely making all payments and otherwise causing the Construction of the Improvements to be completed in accordance with the Design and Construction Documents and as detailed in any Construction Contract.

“**Effective Date**” means the date on which this Agreement becomes effective, which shall occur upon the last date of execution hereof by a Party and shall be memorialized by handwritten insertion in the first sentence of this Agreement.

“**Final Completion**” means, with respect to the respective components of the Improvements, the proper and full completion thereof. Final Completion as it pertains to such components of the Improvements shall include, but not be limited to, satisfactory operation of all equipment and systems, completion or correction of all “Punch List” (defined below) items, and issuance of all required Approvals.

“**Force Majeure**” means any of the following occurrences that do not, in whole or in part, arise out of a Default of the Party claiming the Force Majeure event and could not reasonably have been anticipated or mitigated and are not related to financial incapacity or related delays of such Party: a strike, civil riot, war, invasion, fire or other casualty, unavailability of labor or materials, adverse weather conditions, governmental moratoria which occurrences delay or prevent performance by a Party of an obligation hereunder, and such events were not caused by the acts or omission of the Party claiming Force Majeure as a defense to a delay.

**“General Common Element”** or **“General Common Elements”** means portions of the Building defined in Section 5.02.

**“Ground Unit”** means the condominium unit containing the Property to be conveyed to, and owned by, the City. Ground Unit is further defined in Section 5.02(a)(i).

**“Ground Unit Owner”** means the owner of the Ground Unit.

**“Improvements”** means any and all buildings, structures, plaza, common elements, or other improvements now or hereafter located or constructed on the Property, and all Materials intended for the construction, reconstruction, repair, alteration, addition or improvement of or to such buildings, structures and improvements, all of which Materials shall be deemed to be Improvements immediately upon delivery thereof on the Property; all fixtures and equipment of every kind and description hereafter located on the Property or attached to the Improvements which by the nature of their attachment to the Improvements become real property under applicable Legal Requirements, including all additions thereto, and all renewals or replacements thereof or articles in substitution therefore, it being agreed that, to the fullest extent permitted by applicable Legal Requirements, the equipment shall be deemed to be fixtures and a part of the Improvements. The Improvements shall include the Base Building Work, the City Improvements, the University Improvements and the Retail Improvements.

**“Initial University Contribution”** means the contribution by the University of .251 acres of land (with a stipulated value of \$3,097,000.00) to become part of the Lot Consolidation and thereby the Ground Unit and, in addition, a cash payment by the University of \$2,330,971.00 to the City as compensation to the City for the City’s contribution of its land, which is part of the Property, which amount will be used by the City together with the City’s Bonds for the City’s Proportionate Share of Project Cost. The **“Aggregate Value of the Initial University Contribution”** is \$5,427,971.00

**“Land Records”** means the land records of Prince George’s County, Maryland.

**“Legal Requirements”** means any federal, state or local constitutions, statutes, codes, ordinances, regulations, judicial or administrative requirements, rules, orders, judgments, decrees, injunctions, decisions or other rules of law.

**“Lot Consolidation”** has the meaning set forth in Recital F.

**“Limited Common Element”** means that portion of the Building defined in Section 5.02.

**“Major Decisions”** for the purposes related to Base Building Work means (a) approval of all Design and Construction Documents, (b) decisions to implement any Change Order (Plans) with respect to the Building’s exterior design; the lobby’s design; the Base Building’s design; the design of any interior shared space; or any proposed alterations of the Building’s mechanical system, floor plan, or structural support serving any Unit, (c) decisions affecting the Building’s ownership structure and all documents establishing that structure (d) any proposed material modification of the Parking Agreement, (e) changes to, or replacement of, the Architect, CM or

party to any Construction Contract, (f) subdivision or consolidation of the Property, (g) change to, or replacement of, the Development Consultant, and (h) any Change Order (Budget) with respect to the Base Building Work that exceeds more than 5% of any line item or 5% of the aggregate Budget (taking into account all other Change Orders).

“**Materials**” means any and all manufactured products and processed and unprocessed natural substances required for, or used on, the Project, including, without limitation, any equipment.

“**Maximum Project Cost**” means \$47,934,336.00, subject to adjustments as agreed to by the Parties.

“**Notice**” or “**notice**” means any written notice, demand, consent, approval, request, or other communication or document required to be provided or provided to a Party, or any other Person, pursuant to any provision of this Agreement.

“**Parking Agreement**” means that certain “Parking Facilities Limited Easement Agreement” to be entered into between the City and the University as more particularly described in Section 8.09, the form of which is attached as **EXHIBIT C** to this Agreement.

“**Payment and Performance Bonds**” means the completion, payment and performance bonds to be provided by the CM or any other contractor for the benefit of either Party in connection with development of and construction of the Project. Each Party, as applicable, shall cause the CM to cause its surety to name the other Party as an additional obligee with respect to all Payment and Performance Bonds.

“**Person**” or “**person**” means a natural person, a trustee, a corporation, a partnership, a limited liability company and any other legal entity.

“**Pre-Development Expenses**” shall mean such expenses incurred in connection with the joint development of the Project during the Pre-Development Period including but not limited to the costs incurred in connection with site exploration, permitting, traffic-studies, creation of the condominium regime, and as otherwise set forth on **EXHIBIT D** to this Agreement.

“**Pre-Development Period**” shall have the meaning given to it in Section 2.03 of this Agreement.

“**Prime Rate**” means the prime rate as established from time to time in the “Money Rates” section of The Wall Street Journal; provided, however, if the “prime rate” or The Wall Street Journal is no longer published, the prime rate shall be established using an interest rate or a publication or service which is regarded, at the time in question in the real estate financing field, as an acceptable rate or publication for establishing the substantial equivalent of what is currently known as the “prime rate”.

“**Project**” shall have the meaning set forth in Recital D.

**“Project Costs”** means the hard and soft costs to design, develop and construct the Project, including Pre-Development Expenses, in accordance with the Budget.

**“Project Financing”** shall have the meaning set forth in Section 6.01.

**“Project Funds”** means the University’s Initial Contribution of cash, if applicable, the University Bonds, the City Bonds and any additional funds for Project Costs in accordance with the Budget.

**“Project Schedule”** shall have the meaning set forth in Section 7.02.

**“Property”** has the meaning set forth in Recital C.

**“Proportionate Share of Project Cost”** is hereby established to determine: (i) the allocation of Project Costs among the Parties, which shall be equal to each Party’s share of the gross square footage of the Building, and an equal share of the costs of the plaza, exterior hardscapes and landscape improvements; and (ii) the allocation to each Party of the cost of the City Improvements, University Improvements, and Retail Improvements, as applicable, wherein based on the foregoing the City’s proportionate share shall be 40.8% and the University’s proportionate share shall be 59.2%. The determination of the Proportionate Share of Project Costs is set forth in **EXHIBIT E**, which shows a blended allocation of the costs of the Improvements to be disbursed by the Parties in accordance with each Requisition, and shall be subject to adjustment upon Final Completion in accordance with Section 3.03(b) below.

**“Proportionate Share of Ownership Interest”** is hereby established and is based upon each Party’s ownership share of the gross square footage of the Building: the University Unit’s proportionate share shall be 55.7% and the City Unit’s proportionate share shall be 36.4% and the Retail Unit’s proportionate share shall be 7.9%. With respect to certain operating, maintenance and capital costs being allocated to and shared by the City Unit and the University Unit solely as shall be further described in the Condominium Documents, the University’s proportionate share shall be 59.8% and the City Unit’s proportionate share shall be 40.2%. The determination of the Proportionate Share of Ownership Interest is set forth in **EXHIBIT F**.

**“Punch List”** is defined in the definition of “Substantial Completion” below.

**“Redgate Agreement”** shall have the meaning set forth in Section 2.05.

**“Requisition”** shall have the meaning set forth in Section 3.03(b).

**“Retail Unit”** means the condominium unit described in Recital E.

**“Retail Improvements”** means all labor and materials necessary to construct the Retail Unit (other than the Base Building Work) including any Improvements to create a limited outdoor seating area to be used primarily by the Retail Unit Owner.

**“Retail Unit Owner”** means the owner of the Retail Unit.

“**State Parties**” or “**State Party**” means one or more of the State, the System and the University.

“**Substantial Completion**” means with respect to any component of the Work that such component has been completed in all material aspects, subject to the completion of a mutually agreed upon punch list of items to be completed (the “**Punch List**”), in accordance with the Design and Construction Documents applicable thereto, and that (a) all access, safety, security, structural, mechanical, communications, and electrical systems are functional and ready and fit for their intended purpose, and (b) all Approvals necessary for the use of the Improvements have been obtained other than a final certificate of occupancy.

“**System**” means the University System of Maryland.

“**Trustee**” means, as the case may be, (a) the trustee expected to be appointed in connection with the issuance of the University Bonds and the disbursement of the proceeds of the University Bonds for the University’s Proportionate Share of the Project Cost, or (b) a banking entity chosen by the City to act as escrow agent, acting with the respect to the disbursement of the City funds for the City’s Proportionate Share of Project Cost, or (c) the third party escrow agent, agreed upon by the Parties, to act with respect to the disbursements of UMD and the City’s Proportionate Share of Project Cost for each Requisition presented, all of which disbursements to be made in accordance with Section 3.04.

“**Unit**” means a condominium unit created in accordance with the requirements of Article V.

“**University Bonds**” means revenue bonds to be issued by the Maryland Economic Development Corporation (MEDCO) to finance a portion of the University’s Proportionate Share of Project Cost (but expressly excluding the cost of the Retail Improvements).

“**University Improvements**” means all labor and materials necessary to construct the University Unit other than the Base Building Work.

“**University Unit**” means the condominium unit described in Recital E.

“**Value Engineering**” means a systematic method to improve the ratio of function to cost of goods or products and services by using an examination of function.

“**Work**” means the Construction of the Improvements and the furnishing of all labor and materials.

Section 1.02. Other Definitions.

Any other term defined in another section of this Agreement shall have such meaning; provided, however, that in the event of any conflict or ambiguity with regard to terms defined in multiple sections in this Agreement, the definition contained in Section 1.01 hereof shall prevail.

Section 1.03. Rules of Construction.

(a) Except as specifically provided in this Agreement, the exercise of discretion contemplated in this Agreement shall mean discretion reasonably exercised.

(b) Except as specifically otherwise provided in this Agreement, all approvals, consents, permission or authorization contemplated in this Agreement by the Parties shall require unanimous consent.

(c) The Recitals are made part of this Agreement.

(d) A defined term which includes one or more items, when used, shall mean all or one or more of those items, as applicable in the context.

(e) A defined term which means or refers to any agreement, writing or statute shall mean and refer to that agreement, writing or statute as duly amended, modified, substituted for or replaced from time to time.

(f) A defined term which means or refers to real or tangible personal property shall mean and refer to renewals or replacements, or substitutions therefor, but only as permitted under and in accordance with this Agreement, if applicable, provided however, that if at any time any portion of that property becomes no longer subject to this Agreement, the defined term shall mean and refer to so much of the property in question as remains subject to this Agreement.

(g) The word “including” means “including but not limited to” unless specifically provided.

Section 1.04. Project Representatives. Each Party hereby designates its Project representative (respectively, the “**City Project Representative**” and the “**University Project Representative**” and collectively, the “**Project Representatives**”), for purposes of coordinating the exchange of information and the processing of requests relevant to this Agreement. As of the Effective Date, (a) City Project Representative shall be the City Manager, and (b) the University Project Representative shall be William Campbell. Thereafter, each Party shall deliver to the other Notice of any change in the identity of its respective Project Representative. Nothing contained in this Section shall be deemed to modify any obligation of the Parties with respect to the delivery of Notices.

ARTICLE II  
**DEVELOPMENT OF THE PROJECT**

Section 2.01. Fundamental Agreement.

The Parties agree to perform or cause to be performed their respective Development Responsibilities to develop and construct the Project in accordance with the Project Schedule, the Design and Construction Documents and this Agreement. The Parties’ joint Development Responsibilities are required for joint construction of the Base Building Work and the construction

of each Party's respective Improvements. The City shall be solely responsible for the cost of construction of the City Improvements. The University shall be solely responsible for the cost of construction of the University Improvements and the Retail Improvements.

Section 2.02. Project.

The Parties will cause to be constructed the Base Building Work, together with such other Improvements comprising the aggregate of the Work required for the Project in accordance with their respective Development Responsibilities, in the configuration shown and as generally described in the Development Plan, in accordance with all applicable Legal Requirements, and as specified in the Design and Construction Documents. In addition, the City has entered into the CM Agreement for itself and for the benefit of the University for construction of the Project. No Improvements will be constructed on the Property other than the Project unless approved in advance in writing by the Parties or otherwise permitted by this Agreement.

Section 2.03. Pre-Development Period.

The "**Pre-Development Period**" commenced on November 1, 2017, and shall continue until the Parties' receipt of the Approvals, including, without limitation, all required building permits. During the Pre-Development Period, the Parties shall coordinate their efforts to complete the Design and Construction Documents, obtain the Approvals, provide for Project Financing, engage one or more contractors to perform the Work, and generally coordinate efforts to develop the Project and commence construction.

Section 2.04. Material Inducements.

The Parties enter into this Agreement based upon the following material agreements and inducements:

(a) Each Party covenants to the other that it has and shall maintain, a team of employees and contractors who, specifically and in the aggregate, clearly have the skills, experience, knowledge, and reputation requisite to perform and accomplish the intended objectives of this Agreement (each such team a "**Qualified Development Team**"). In order to achieve and maintain the status of a Qualified Development Team, such Qualified Development Team shall have, without limitation, extensive skills, experience and knowledge and a generally recognized reputation specifically relating to development of the type, scope and complexity contemplated by this Agreement. The Development Consultant is deemed a part of the Qualified Development Team for each Party.

(i) For the benefit of both Parties, the City contracted with the Development Consultant, Architect, CM, and other firms (collectively, the "**Project Contracts**") whose goods and services are needed for the Design, development and Construction of the Project.

(1) The Parties have agreed, pursuant to the CM Agreement, to engage the CM to serve as the construction manager for the "Phase I Pre-Construction" phase of construction of the constituent components of the Improvements.

(2) One or more amendments to the CM Agreement are anticipated to provide for the engagement of the CM to serve as the construction manager also for the “Phase II Construction” phase.

(ii) In all existing (or amended or replacement) Project Contracts, the City agrees to act only with the University’s mutual approval and consent. The approval process and timeframe provided for in any Project Contract shall govern for purposes of approvals to be given by the Parties; however, if a term of any Project Contract conflicts with this Agreement, this Agreement shall govern as between the City and the University.

(b) Each Party represents and covenants to the other that it has, and shall maintain, the capacity and experience to satisfy, and shall satisfy, the timelines in the Project Schedule applicable to the Development Responsibilities for which it is responsible.

(c) With the exception of the cost-sharing arrangements set forth in Article III below, each Party shall be responsible for and shall arrange for and secure full funding for the construction of all Improvements, and performance of all Development Responsibilities, for which it is responsible.

Section 2.05. Development Consultant Responsibilities. The City, for itself and for the benefit of the University, has retained the Development Consultant, pursuant to that agreement dated November 1, 2017 (the “**Redgate Agreement**”). The City will cause the Development Consultant to perform its coordination functions in a manner consistent with this Agreement. In furtherance thereof, each Party agrees to direct the Development Consultant to take any and all acts necessary or appropriate to be undertaken, employing the highest professional standards, for (a) the Design and Construction of the Improvements in accordance with this Agreement, (b) the Substantial Completion and Final Completion of the Construction of the Improvements in strict accordance with the requirements of the Budget, Project Contracts and the Design and Construction Documents, and (c) the payment and performance of all of the other obligations of Development Consultant as set forth in the Redgate Agreement, for the purpose of executing the Project pursuant to the Parties’ intent as set forth in this Agreement. The Redgate Agreement shall not be amended, modified or terminated without the prior written approval of the City and the University.

ARTICLE III  
**SHARED PRE-DEVELOPMENT EXPENSES**

Section 3.01. Pre-Development Expenses. The Parties have agreed pursuant to the General Agreement of Terms for Joint Development, dated of May 22, 2018, to share in the Pre-Development Expenses as follows: Architectural, design, civil engineering, building consultant expenses and all other Pre-Development Expenses shall be shared 50% by the City and 50% by the University until such time as the Parties can determine their respective proportionate share of such costs. **EXHIBIT D** sets forth known Pre-development Expenses incurred as of the Effective Date (the “**Initial Cost Reconciliation Date**”). As of the Initial Cost Reconciliation Date, the University owes the City \$197,121.68 for the reimbursement of those Pre-Development Expenses itemized in **EXHIBIT D**. The University will pay the City this amount within thirty (30) days after the closing

date for the University Bonds or one hundred twenty (120) days after the Effective Date, whichever is the earlier to occur.

Section 3.02. Subsequent Pre-Development Period Expense Payment Adjustments. Pre-Development Period expenses shall continue to be adjusted between the Parties for the period between the Initial Cost Reconciliation Date and such date (to occur as soon after the Effective Date as practical) as the parties begin to share (and be directly billed for) Project Costs pursuant to the allocation and billing requisition process set forth in Section 3.03. Within ninety (90) days after the Effective Date, the City shall send an invoice to the University for the amount of the first interim adjustment and such interim adjustment (and any others required thereafter) shall be paid to the City by the University within forty-five (45) days after the University's receipt of the invoice with such adjustment amount(s) and reasonable supporting documentation.

Section 3.03. Project Costs; Payment of Initial University Contribution; Adjustment after Completion.

(a) The Parties have agreed to allocate Project Costs pursuant to their categorization as "Costs for Base Building Work", "Plaza Costs" or "Unit Costs" as more particularly described in in EXHIBIT E. Subject to this cost allocation formula, the University and the City are each responsible for payment of their Proportionate Share of the Project Cost. The City has set aside sufficient funds for purposes of funding the Base Building Work and City Improvements. The University has set aside sufficient funds for purposes of funding the Base Building Work, the University Improvements and Retail Improvements. Each Party agrees, and stipulated to, the allocation of Project Costs, as set forth on EXHIBIT E and further agree that all Requisitions shall be paid using the "**Blended Requisition Rate**" defined in EXHIBIT E, subject to reconciliation pursuant to Section 3.03(c).

(b) In addition, also within 45 days after the Effective Date, the University shall pay the City \$2,330,971.00, representing the stipulated cash component of the Initial University Contribution as calculated pursuant to the Initial University Contribution (Cash) Worksheet attached hereto as EXHIBIT G, which amount will be utilized by the City for a portion of the City's Proportionate Share of Project Cost. The Work under the Construction Contract may be billed as frequently as monthly based on a percentage of Work completed under the Construction Contract for the month in which the expenses are incurred, pursuant to and in accordance with the terms of the Construction Contract, which request for payment shall be made in the form required under the CM Agreement and by any lender for the financing of the Project (each, a "**Requisition**").

(c) Both the Pre-Development Expenses identified in Exhibit C and on-going Requisitions are to be paid using the Blended Requisition Rate, based upon the Parties' current projection of Project Costs and their appropriate share allocation. Upon Final Completion, the Parties shall review and assign the work described in all Requisitions to one of the three categories set forth in Exhibit D (i.e., "Base Building Costs (Excluding Plaza), Plaza Costs or Unit Costs) as described in EXHIBIT E. Final Project Costs shall be weighted as provided in the definition for each category in EXHIBIT E. That is, Unit Costs shall be allocated 100% to the owner of each Unit; Plaza Costs shall be shared equally; and Base Building Costs (Excluding Plaza) shall be borne

63.6% by the University and 36.4% by the City. Within ninety (90) days after the Final Completion, the Development Consultant shall send a report reflecting any adjustment required based on the Proportionate Share of Project Cost, and the City or the University shall pay the other party as and whether applicable within forty-five (45) days after the receipt of the Development Consultant's report with such adjustment amount(s) and reasonable supporting documentation.

Section 3.04. Payment and Reimbursement. All requests for payment shall be in the form of a Requisition prepared by the Development Consultant, with the minimum requirements being (a) a certificate from the CM and the Architect certifying to the Parties that the Work for which such payment is sought has been completed, or that the Materials for which such payment is sought have been delivered to the Property and have either been installed or been safely and securely stored and insured, and (b) delivery of partial (or if applicable, final) releases or waivers of liens by the CM and subcontractors in an amount not less than the amount sought to be disbursed, provided such releases or waivers of lien may be, by their terms, conditioned upon the amount requisitioned being disbursed to the CM or by the CM to its subcontractors, as long as such conditional lien release is also accompanied by unconditional releases or waivers of liens with respect to all payments received by such contractor for the performance of any Work which was the subject of prior Requisitions.

Each Party shall have the right to inspect Base Building Work from time to time. Upon the reasonable request of a Party, the other Party shall schedule a joint inspection. Either Party may engage one or more Construction Inspectors. The selection of any Construction Inspectors by a Party shall be subject to the prior approval of the other Party. Construction Inspector may inspect the Project for compliance with the model codes established by the Building Officials and Code Administrators, Inc. (or such other successor nationally recognized building code) and the Design and Construction Documents. Any Construction Inspector shall report and certify its findings to and for the benefit of both Parties and, if applicable, the Trustee. Each Party shall pay its own Construction Inspector. In the event that a Party's lender requires a Construction Inspector, then such Party shall be responsible for the cost of that Construction Inspector.

Upon approval by the Parties of a Requisition, the Parties shall direct the Trustee to make disbursements pursuant to such Requisition. To the extent any portion of Requisition relates to the University Improvements or the Retail Improvements, such portion of the Requisition must be approved by the University and the payment therefor shall be made solely from the University Bonds or other proceeds made available by the University for such purpose. To the extent any Requisition relates to the City Improvements, such portion of the Requisition must be approved by the City and the payment therefor shall be made solely from the City Bonds or other proceeds made available by the City for such purpose. The City shall not be required to approve any Requisition for University Improvements or Retail Improvements and the University shall not be required to approve any Requisition for City Improvements. Unless otherwise agreed by the Parties, each payment shall be made only upon satisfaction of the conditions precedent set forth in this Section 3.04, in accordance with the following procedures:

(a) Payments by Trustee. The Parties shall establish a process by which payments of Project Costs shall be made by a Trustee from the Project Funds on deposit with the

Trustee upon presentation of a Requisition approved by the Parties in accordance with Section 3.04. To the extent not on deposit with the Trustee, costs of the City Improvements, Retail Improvements and University Improvements, will be paid from funds that shall be made available by each Party for the City Improvements, the Retail Improvements and the University Improvements, as applicable.

(b) No Liability to Third Parties. The disbursement of the funds shall in no way be construed as obligating the City, the University or the State Parties to any Person for the payment of any expense incurred with respect to the Project, and no Person contracting with Development Consultant or the CM in connection with the Project shall be entitled to be reimbursed by the City, the University or the State Parties under any circumstances whatsoever. All acts, including any failure to act, relating to the Project by any Agent, representative or designee of the University or the City are performed solely for the benefit of the University or the City, as the case may be, and are not for the benefit of any other Person.

#### ARTICLE IV **RIGHT OF ENTRY**

Section 4.01. Right of Entry. Each Party and their respective lenders, contractors and subcontractors, including the Development Consultant, shall have the right to enter upon the Property, the Building, and its Unit for purposes of performing the Work and otherwise fulfilling its obligations under this Agreement. The performing Person shall repair any damage it causes to, or shall otherwise restore, the Property (excluding any such property to be demolished), resulting from the exercise of this right of entry. The right of entry shall automatically terminate once all of the Work has been completed in accordance with the provisions of this Agreement and the Design and Construction Documents, subject to each Party's right (and obligation to the extent required herein) to enter the Property to perform any required maintenance or warranty work, pursuant to the Condominium Documents.

#### ARTICLE V **CONDOMINIUM DOCUMENTS**

Section 5.01. Condominium Documents. The Parties shall cause the Condominium Documents to be prepared to the mutual satisfaction of the Parties and when approved, to be recorded among the Land Records, which recording is anticipated to be prior to, or contemporaneous with, the closing for the University Bonds, which is estimated to occur in April or May 2020.

Section 5.02. Condominium Declaration and Bylaws. Following the Lot Consolidation and as and when necessary to obtain any financing, the City will subject the Property to a "Condominium Declaration" and "Bylaws" mutually acceptable to the Parties which will provide, among other things, as follows:

(a) Declaration. The Condominium Declaration will create a condominium regime consisting of four condominium units, together with the General Common Elements and

the Limited Common Elements. Any amendment of the Declaration shall require the unanimous consent of the City and the University, subject to the terms and conditions of this Section 5.02.

(i) The Ground Unit will be the Property. The Ground Unit will consist of the surface of the Lot Consolidation underlying all Improvements and all areas under the surface of the Lot Consolidation, except for any footings and utility conduits. The Ground Unit will not include any surfaces such as paving, exterior stairs, landscaping or walkways.

(ii) The City Unit will be those portions of the Improvements to be occupied initially by the City for its City Hall, City Council Chambers and City offices. The Condominium Documents will provide that the City Unit shall be used exclusively for office and administrative uses, including but not limited to the City Council's chamber, offices and meeting space, unless the University consents in writing otherwise.

(iii) The University Unit will be those portions of the Improvements to be occupied initially by the University for offices. The Condominium Documents will provide that the University Unit shall be used exclusively for office and administrative uses, including but not limited to faculty or staff office space and general academic uses, unless the City consents in writing otherwise.

(iv) The Retail Unit will be the separate portions of the Improvements to be conveyed to the University's assignee to lease to retail users. The Condominium Documents will provide that the Retail Unit shall be subject to the use restrictions more particularly described in **EXHIBIT H** unless the City and the University consent in writing otherwise.

None of the Units will include any structural portions of the Improvements or the roof of any portion of the Improvements. Units will be comprised of the air space within the Improvements.

(b) Conveyance of Units. Following recordation of the Condominium Documents, ownership of the Ground Unit and ownership of the City Unit will be retained by the City. The City will convey the University Unit to the University. Upon Substantial Completion of the Retail Unit, and within thirty (30) days after notice from the University, the City will convey the Retail Unit to the University's assignee. All of the Units will be subject to certain restrictions on transfers to be more particularly described in this Agreement and the Condominium Documents.

(c) Retail Unit Uses. The Retail Unit will be restricted to retail and other lawful uses typically found in a retail or shopping center development, including convenience uses, food uses and quasi-retail uses such as a branch office for banks or other consumer offices. That notwithstanding, **EXHIBIT H** attached hereto lists "prohibited uses" never allowed in the Retail Unit, and approved uses that do not require consent by either the City or the University.

(d) Fee Simple. Each Unit shall be owned "in fee simple", together with the non-exclusive rights under the Condominium Declaration to use the General Common Elements, and, to the extent stated therein, exclusive rights to the use of any Limited Common Elements. As

a result, annual real estate taxes, if any, assessed against the Units will be the separate responsibility of each owner of such Unit.

(e) Amended and Restated Condominium Declaration. Upon Final Completion, the Condominium Documents will be amended and restated (the “**A&R Condominium Documents**”). The A&R Condominium Documents will include the as-built drawings of the building. The A&R Condominium Documents also will incorporate the following concepts in further detail:

(i) Common Elements. The plaza areas, exterior stairs and walkways, parking spaces, loading docks, interior stairs, elevators, elevator shafts and common utilities, including chases, ducts, mechanical equipment, etc., will be General Common Elements, unless expressly identified as a Limited Common Element on the condominium plat for the exclusive use by one or more Units. For example, the outdoor seating area, if any, adjacent to the Retail Unit is intended to be classified as Limited Common Element.

(ii) Votes. The voting interest of each Unit shall be determined as follows. The Ground Unit Owner will have one vote. The Retail Unit Owner will have one vote. The owner of the University Unit will have two votes and the owner of the City Unit will have two votes. However, any “Major Decisions” (as defined in the Condominium Declaration) shall require the affirmative vote of each of the owners of the City Unit and the University Unit. Major Decisions will include, among other things, amendments to the Condominium Declaration, amendments to the Bylaws, amendments to the condominium plats, approval of annual operating budgets, approval of capital improvements/expenditures in the General Common Elements, restoration of the Building as a result of a casualty, alterations or improvements to the General Common Elements or Limited Common Elements, major repairs, selection of contractors for the management, maintenance and operation of the Condominium, adoption of rules and regulations, and decisions to commence any litigation.

(iii) Board/Council. The Condominium will have a Board of Managers or Council of Unit Owners which will bear responsibility for obtaining the insurance on the structure and all Improvements (other than the interiors of the Units, tenant Improvements, the furniture, fixtures and equipment and personal property), including building and casualty insurance and liability insurance. The Condominium Board of Managers or Council of Unit Owners will also be responsible for (i) the repair, maintenance and replacement of all real property Improvements on the Ground Unit, including the structure, the roof, storm water management, landscaping, and all common use mechanical, electrical and plumbing systems, but excluding the interior of the Units, the furniture, fixtures and equipment and personal property, and (ii) the enforcement of the Condominium Declaration and the Bylaws.

(iv) Expenses. The “**Common Expense**” or “**Assessment**” factor for each Unit will be based on a formula, with each Unit being responsible for a pro rata share of Common Expenses equal to the total annual expenses multiplied by a fraction, the numerator of which is the number of square feet of gross floor area within each Unit (other than the Ground

Unit) and the denominator of which is the number of square feet of all Units (other than the Ground Unit), unless otherwise agreed by the Parties. The Ground Unit will not have any gross floor area, and thus no assessments. The Parties have agreed that the A&R Condominium Documents will include a breakdown of Common Expenses in accordance with **Exhibit I**.

The Retail Unit will have its own HVAC systems. The City Unit and the University Unit will share a HVAC system. A single central water heater will serve all of the Units. A single central gas meter and water meter will serve all Units and each Unit will have a submeter to track gas and water consumption. The City Unit and the University Unit will both be served from a main house meter for electricity and back-up generators and similar items. The University Unit will have a submeter separate from the City to track its electricity consumption. The Retail Unit will have a separate meter for electricity consumption. The Condominium Documents will govern the maintenance and assessments related to any shared systems. The City agrees to provide for exterior repair and maintenance as well as trash removal for the University Unit at the City's expense (and not as a Common Expense). By separate agreement, the City may provide certain maintenance services for the common areas of the Condominium, which maintenance services shall be of a first-class and commercially reasonable manner. If the City provides such services, the City will be reimbursed for the reasonable costs it incurs to provide the services, taking into account substantially similar commercial projects in the surrounding areas, based on an invoice itemizing the costs delivered to the Council of Unit Owners, which invoice can be no more than what would be payable to an independent third party and which invoice will be allocated in accordance with the Proportionate Share of Ownership Interest.

(v) **Duration**. The duration of the Condominium regime shall be perpetual, provided, however, that the City, if it is the owner of the City Unit, will have the right to purchase the University Unit or the right to purchase both the University and the Retail Unit on the fortieth (40<sup>th</sup>) anniversary of the commencement of the Condominium, and on each tenth (10<sup>th</sup>) year anniversary thereafter as follows:

(1) In order to exercise such purchase option, the City will have to give the University and the Retail Unit Owner three years' prior written notice that the City desires to purchase either the University Unit or the University Unit and the Retail Unit (the "**Offer to Purchase**").

(2) The purchase price to be paid by the City for the University Unit shall include an amount equal to the Aggregate Value of Initial University Contribution multiplied by CPI Factor, PLUS (2) the fair market value (to be determined pursuant to a three appraiser method) of the University Unit, as of the date of such sale. The purchase price to be paid by the City for the Retail Unit shall include an amount equal to the fair market value (to be determined pursuant to a three appraiser method, which appraisals of fair market value shall take into account the unamortized value of any tenant improvements allowances and leasing commissions) of the Retail Unit, as of the date of such sale. The Offer to Purchase will include the proposed purchase price and be accompanied by a supporting MAI appraisal. See **EXHIBIT J** for illustrative example.

(3) The University and the Retail Unit Owner (if applicable) must give written notice of its election to accept or reject the offer within sixty (60) days after receiving the Offer to Purchase (the “**Acceptance Period**”). If the University or the Retail Unit Owner (if applicable) rejects the City’s determination of the purchase price for the University Unit or the Retail Unit, the University or the Retail Unit Owner (if applicable) may obtain an appraisal of its respective Unit within ninety (90) days of the expiration of the Acceptance Period. If the University’s appraisal of the University Unit or the Retail Unit Owner’s appraisal of the Retail Unit and City’s appraisal of the University Unit and Retail Unit are within a 10% range, then the purchase price of the University Unit or University and Retail Unit shall be the average of the two appraisals. If the two (2) initial appraisals are not within 10% of each other, then the appraisers shall jointly select a third appraiser. The purchase price will then be the average of the third appraisal and the City appraisal, University appraisal or Retail Unit Owner appraisal closer to the third appraisal (e.g., if the City appraisal is \$20,000,000.00 and the University appraisal is \$50,000,000.00 and the third appraisal is \$30,000,000.00, then the price is \$25,000,000.00).

(4) The purchase of the Retail Unit will be subject to all leases encumbering the Retail Unit at the time of the closing of the purchase.

(vi) Right of First Offer. If an owner of a Unit desires to sell all or any part of either the University Unit or the City Unit, other than to an affiliate, such a sale will be subject to a right of first offer providing either the City or the University, as the case may be, the right to acquire such Unit or Units prior to its offer to a third party. The Retail Unit shall be excluded from such right of first offer. The City and the University shall each have a right of first offer to purchase the University Unit or the City Unit, respectively, (the “**Right of First Offer**”) subject to the following terms and conditions:

(1) If, at any time during the duration of the Condominium regime, either Party elects to sell its Unit to any third-party purchaser (“**Seller**”), Seller shall provide written notice to non-selling party of the terms and conditions upon which selling party would be willing to sell its Unit (the “**Sale Notice**”). The Sale Notice shall set forth the material economic terms and conditions (including, without limitation, a statement regarding whether the Unit (or such portion) will be sold free and clear of all deeds of trust, mortgages, or other similar instruments affecting the Unit) under which Seller is willing to sell the Unit (or such portion) to non-selling party (the “**Material Terms**”), but shall not constitute an agreement between the parties or an offer to sell such Unit. Seller agrees to bargain in good faith on any terms not stated in Sale Notice.

(2) The non-selling party shall have thirty (30) days after receipt of Sale Notice (the “**Response Period**”) to notify Seller in writing whether or not the non-selling party desires to purchase the Unit on the terms stated in Sale Notice (the “**Response Notice**”). If the non-selling party notifies Seller of its desire to purchase the Property within the Response Period, the Parties shall promptly enter into a purchase and sale agreement for the Unit on the Material Terms stated in the Sale Notice.

(3) In the event that (A) the non-selling party either (1) elects not to purchase the Unit on the terms and conditions stated in the Sale Notice, or (2) fails to deliver the Response Notice to Seller within the Response Period, or (B) if the non-selling party delivers the Response Notice, but Seller and the non-selling party fail to agree on and execute a purchase and sale agreement within ninety (90) days after the date of Seller's receipt of the Response Notice, then the non-selling party shall be deemed to have waived its right of first offer to purchase the Unit, and Seller shall have the right thereafter, without any further notice to the non-selling party, to offer the Unit for sale, and to sell the Unit (or such portion), to any party upon all of the Material Terms and for a purchase price not less than 90% of the purchase price stated in the Sale Notice, free and clear of the non-selling party's right of first offer set forth in this Section, provided that any such transfer shall be subject to the Condominium Documents. If, however, within ninety (90) days after the date the non-selling party waived (or is deemed to have waived) its right to purchase the Unit (or such portion), Seller offers the Unit (or such portion) to a third party upon Material Terms that are more favorable to the purchaser than the Material Terms contained in the Sale Notice, or for a purchase price that is less than 90% of the purchase price that was offered to the non-selling party in the Sale Notice, Seller shall re-offer the Unit (or such portion) to the non-selling party on the terms offered to such third party (the "**Revised Sale Notice**") and the same procedures shall apply with respect to Revised Sale Notice as are set forth above with respect to the Sale Notice.

(vii) The University shall be deemed to have delivered an enforceable purchase and sale agreement when it delivers the final version of that document with the signature of the President of the University and the Chancellor of the System.

## **ARTICLE VI** **FINANCING**

### Section 6.01. Evidence of Financing.

Each Party shall obtain the funds required for the performance of the Development Responsibilities for which it is responsible, including but not limited to its Proportionate Share of Project Cost, which together will total the full cost of the Project (the "**Project Financing**"). Each Party shall furnish to the other, upon request, evidence of commitments or funds available for its share of the Project Financing in a form and manner reasonably acceptable to the requesting Party.

Section 6.02. Requisition and Transfer of Project Funds. The Project Funds shall be remitted by each Party within three (3) business days after the date of the approved Requisition and the Parties shall instruct the Trustee(s) to hold such funds in escrow and in a separate account or accounts to be available for disbursement to fund the Project Costs in accordance with such Requisition. The agreement governing the Trustee shall provide that disbursements for Project Costs shall be made by the Trustee upon presentation of a Requisition prepared by the Development Consultant and approved by the Parties pursuant to Sections 3.03 and 3.04 above. The City may elect either to deposit funds for the City Improvements with the University's Trustee for disbursement, or may separately disburse its funds for the City Improvements upon presentation of

a Requisition for such costs. By mutual agreement by the Parties, the Parties may instead elect to fund Requisitions on an ongoing basis without the deposit of any funds with the Trustee.

Section 6.03. Subordinate Matters. Each mortgage, deed of trust, lien and other security agreement, assignment of collateral and similar instrument encumbering the Improvements shall be subject and subordinate to the Condominium Documents and to any other covenants, conditions and restrictions of record; provided, however, that any use restriction of the University Unit and the City Unit shall not continue to apply after any foreclosure of any mortgage financing for such Unit, and the restrictions on such Units shall be limited to general office use. However, any use restriction applicable to the Retail Unit shall continue to apply after any foreclosure of any mortgage financing for the Retail Unit.

Section 6.04. Financing Cooperation. The Parties agree to cooperate with each other with respect to any Project Financing, including, but not limited to, entering into an reasonable modifications of this Agreement or entering into an intercreditor agreement in such form as may be reasonably required by any Party's lender; provided, however, such cooperation shall not require a Party to incur costs or to extend the time for performance under this Agreement; subject, however, to any right of such lender to cure a default under the applicable financing documents, not to exceed thirty (30) days.

## ARTICLE VII APPROVALS

Section 7.01. Approvals.

(a) Written Consent Required. Except as otherwise specifically provided, whenever this Agreement requires a Party's consent, approval or determination, such consent, approval or determination will be effective only if in writing given in advance, will apply only to the specific act or transaction so consented to, approved, or determined, and will not relieve any Party of the obligation to obtain written consent, approval or determination with respect to any future similar act or transaction. A written approval may be given by e-mail from, or evidenced by the written minutes of the meetings of, the Project Representatives.

(b) Approval of System or BPW. Other than in connection with the initial approval, execution and delivery of this Agreement by the University, and System if required, if approval by Maryland Board of Public Works ("BPW") or the System is required pursuant to applicable law, rule, regulation, policy or procedure for the University's approval of any matter under this Agreement, the time within which the University must either approve or object to such matter or request shall be extended for up to a total of ninety (90) days in order that the contemplated approval may be obtained.

(c) Approval of City Council. Other than in connection with the initial approval, execution and delivery of this Agreement by the City Council, if approval by the City Council is required pursuant to applicable law, rule, regulation, policy or procedure for the City's approval of any matter under this Agreement, the time within which the City must either approve

or object to such matter or request shall be extended for up to a total of ninety (90) days in order that the contemplated approval may be obtained.

(d) State Parties' and City Council's Discretion. Except as otherwise specifically provided in this Agreement, any consents and approvals required to be obtained from one or more of the State Parties or from the City Council in this Agreement shall be given in such State Party's or the City Council's sole and absolute discretion and shall be subject to any conditions contained in the consent or approval given or the agreement made (e.g., such consent or approval shall not be effective unless and until such conditions are fully satisfied).

(e) Persons Authorized to Give Consent. All consents and approvals to be given by the University under this Agreement shall be effective if given in writing by the Vice President for Administration and Finance, or by such other designee as may be appointed in writing by the University from time to time. All consents and approvals to be given by the City under this Agreement shall be effective if given in writing by the City Manager, or by such other designee as may be appointed in writing by the City from time to time. Written evidence of such appointments by the University or the City shall be provided upon request.

(f) No Warranty or Representation. The approval of the Design and Construction Documents and any Project inspections or approvals by either Party shall not constitute a warranty or representation to anyone by the approving Party as to the sufficiency, adequacy or safety of any part of the Project, including subsoil conditions or any other physical condition or feature pertaining to the Project. Payments for any Work and any disbursements of Project Funds shall not constitute a representation or warranty by the either Party that the Project has been constructed in substantial accordance with the Design and Construction Documents or as to the adequacy or quality of workmanship or in accordance with Legal Requirements. All inspections, approvals and acts, including any failure to act, relating to the Project by the either Party or any of their Agents (including the Development Consultant), representatives, or designees are performed solely for that Party's benefit and not for the benefit of any other parties or Persons, including, without limitation, the CM and the Development Consultant. The State Parties accept no responsibility for any inspections conducted by, or on behalf of, the University.

(g) Design and Construction Documents Review. The University and the City have reviewed and approved the Design and Construction Documents. With respect to any changes or additions to such documents or drawings, the City shall direct the Development Consultant to instruct the Architect to deliver to the University and the City for review and approval, promptly, together with a notation of all changes made to the prior version. The University and the City shall approve or reject changes or additions to the Design and Construction Documents within fifteen (15) Business Days after receipt from Development Consultant, provided that any such rejection shall be limited to the items listed in (i), (ii) or (iii) below, and any rejection shall state in reasonable detail the reasons therefor. If the University or the City timely rejects the submission, in whole or in part, and the rejecting Party notifies Development Consultant of changes required to obtain approval, the City shall require the Development Consultant to cause the Architect to incorporate into the Design and Construction Documents any changes that are requested by the University or the City to correct (i) inconsistencies between the Design and Construction Documents and this

Agreement, (ii) inconsistencies within the Design and Construction Documents, or (iii) any failure to comply with good professional practices. The Parties shall cooperate reasonably to avoid delay to the Project Schedule while coordinating approval of Design and Construction Documents modifications, if any.

(h) Change Orders. From and after the approval by the University and the City of the Design and Construction Documents, neither Party shall order, authorize, initiate or perform any Change Order (Plans), or perform any Work that would require a Change Order (Plans), either in addition to or in subtraction from the Base Building Work, without the approval of the other Party. Any such approved Change Order (Plans) shall be issued on behalf of the University by the University Project Representative or the Vice President for Administration and Finance and shall be issued on behalf of the City by the City Manager, or (if different from the City Manager) the City Project Representative.

(i) Pursuant to the Redgate Agreement, Development Consultant is required to give reasonable prior Notice to the University and the City of all Change Order (Plans) in reasonable detail. If approved by the Parties if and to the extent required under this Agreement, Development Consultant is obligated under the Redgate Agreement to coordinate the amendment of the Project Contracts and cause amendment to the Design and Construction Documents to reflect any Change Order (Plans), which amendment may include the resulting change to the Project Schedule, and shall submit with each requested Change Order (Plans) sufficient information to allow the University and the City to respond based on adequate information.

(ii) Any Change Order (Plans) in the Design and Construction Documents relating to the exterior of the Building, any changes to the interior of the Building which are either the lobby or within the first four (4) feet from the front entrances and windows for each such premises and which are visible from outside of the Building, exterior signage, plaza, structural changes or changes to Building systems shall require both University and City approval.

(iii) Any Change Order (Budget) that exceed 5% of any line item in the Budget or 5% of the Budget in the aggregate with respect to the Base Building Work shall require both University and City approval.

(iv) Any Change Order (Plans) to the Design and Construction Documents that are requested by the City or the University that solely impact the City's Unit, the University's Unit, or the Retail Unit respectively, shall not require approval by the other Party, and shall be paid solely at the cost and expense of the requesting Party.

(i) Deadlock.

(i) Major Decisions. Prior to commencement of Construction, if the Parties cannot resolve any dispute over a Major Decision, the parties agree that, before declaring a default hereunder, the City Project Representative and the University Project Representative shall meet and use good faith efforts to attempt an informal resolution of the dispute. If the Parties are unable to reach a resolution of the dispute within ten (10) Business Days following the date on

which one Party gives notice to the other of the dispute, then the parties will engage in non-binding mediation and use good faith efforts to resolve the dispute within an additional ten (10) Business Days. Thereafter, if the dispute over a Major Decision cannot be resolved, then either party may exercise all rights and remedies provided to it at law or in equity, including injunctive relief, a declaratory action, specific performance, or by the terms hereof termination of this Agreement. After commencement of Construction, there shall be no termination rights by either Party.

(ii) **Non-Major Decisions.** If the Parties cannot resolve a dispute over non-Major Decisions, the Parties agree that Development Consultant and the Project Representatives for the City and the University shall meet and use good faith efforts to attempt an informal resolution of the dispute. Development Consultant shall be included by the Parties, and the Development Consultant shall determine which of the Parties' approaches to use in line with the Development Responsibilities described in this Agreement. The Development Consultant is bound by the Budget and may not compel either party to appropriate additional budget funds to resolve a dispute.

Section 7.02. Project Schedule.

Attached to this Agreement as **ERROR! REFERENCE SOURCE NOT FOUND.K** is the schedule for development and construction of the Project (the "**Project Schedule**"), which contains a list of milestones, specific Project deliverables and a projected timeline in order to track Project progress. As used herein, the "Project Schedule" shall include any modifications thereto by Change Order, or otherwise by mutual agreement in writing by the Parties. Subject only to Force Majeure, the Parties shall cause their respective Project components and their Work to be performed in accordance with the Project Schedule such that Work to be performed by the other Party is not delayed, hindered or otherwise impacted.

Section 7.03. Approved Development Plan.

(a) Development Plan. The Development Plan describes (i) the proposed locations and configurations of all of the Improvements; (ii) the approximate number of square feet for each such Improvement; and (iii) descriptions and drawings of key components of the Project, which have been approved by the Parties (including the joint approval of the Base Building Work). The Parties submitted the Development Plan to the Prince George's County Planning Board for Project Approvals under the mandatory referral review process. The Development Plan was approved by the Prince George's County Planning Board at its meeting on October 3, 3019. .

(b) Changes to Development Plan. No changes to the Development Plan, the A/E Agreement or the Construction Contract, or any Change Orders shall be made without the written consent of both Parties given in accordance with Article VII; provided, however, changes that do not affect any structural components of the Base Building, the exterior appearance of the Building or shared components of the Improvements, and do not constitute a potential Change Order (Cost) of greater 5% of any line item or the in the aggregate Budget each with respect to the

Base Building Work, taking into account all other prior Change Orders (Costs), may be made without the consent of the other Party.

The Parties will endeavor to respond to request for approval within five (5) Business Days. Whenever the consent or approval of a Party is required under this Article, approval shall be deemed to have been granted twenty (20) days after the request for approval unless notice to the contrary is provided within such twenty (20) day period, provided the Party requesting the approval provides a written reminder to the other Party containing the following message in bold capital letters 24 point font on the envelope and notice letter, **“A RESPONSE IS REQUIRED WITHIN TEN (10) DAYS AFTER RECEIPT OF THIS NOTICE, OR THE REQUEST IS DEEMED APPROVED”**. The “deemed approved” notice must be sent ten (10) days prior to the expiration of the aforesaid twenty (20) day period that the approval will be deemed to have been given upon the expiration of said twenty (20) day period. Each Party shall provide prompt written notice to the other Party of any material changes to the Development Plan or any other material change relating to the Project, being required by governmental authorities, and shall consult with the other Party in advance before it agrees to any such changes.

Section 7.04. Submission of Proposed Applications for Approvals and Infrastructure Development.

(a) Submissions. A **“Submission”** includes any applications for Approvals and any submission that concerns infrastructure of other improvement proposed to be built on the Property. Each Party shall have a right to review and approve any Submission. The Development Consultant shall coordinate such approvals.

(b) Compliance of Submissions with Development Plan. Unless expressly approved by the Parties in writing, each Submission:

(i) Shall comply with this Agreement and be consistent with the Development Plan in all respects; and

(ii) Shall not contain, propose or constitute an acceptance of any restrictions or imposition of requirements that would or could require a change in the Development Plan that has not been approved by each Party, in accordance with this Agreement.

ARTICLE VIII  
**DEVELOPMENT RIGHTS AND OBLIGATIONS**

Section 8.01. Architect. The City entered into the A/E Agreement with the Architect for itself and for the benefit of the University for the preparation of the Design and Construction Documents. The Parties intend and have expressed in the A/E Agreement that the Architect is performing its services for the benefit of the City and the University. To that end the City will coordinate with the Development Consultant to cause the Architect to (i) seal the Design and Construction Documents to both Parties, and (ii) provide both Parties a copy of the current certificate of insurance evidencing the errors and omissions insurance in the amounts required under the A/E Agreement.



Section 8.02. Design and Construction Documents Preparation.

The Parties shall cause the Architect to prepare Design and Construction Documents and to assist in securing the building permits or other Approvals required to construct the Work. The Design and Construction Documents shall meet all requirements of the Approvals and shall be consistent in all material respects with the Development Plan and any Legal Requirements.

Section 8.03. Compliance with Legal Requirements.

The Parties, in performing their respective Development Responsibilities, shall comply with, and give all notices required by, all Legal Requirements.

Section 8.04. Submission and Approval of Design and Construction Documents.

(a) Pre-Submission Review. Prior to the formal submission of any Design and Construction Documents to any Governmental Authority for Approvals, the submitting Party shall submit a copy of the same to the other Party for its review and approval to confirm the conformance of the same to the Development Plan.

(b) Completion of Project. In addition, the City shall exercise commercially reasonable efforts to cause the Architect and the CM to enter into an agreement with the University to complete the Project in the event the City defaults under the applicable contract, which agreement shall be in form and substance reasonably acceptable to the Architect, the CM, the University and the Parties' lenders. Each A/E Agreement with the Architect and all Construction Contracts shall provide that the University is a third-party beneficiary. In addition, all Construction Contracts shall each be subject to the University's reasonable review and approval with respect to any shared components, structural components, and conformity of schedules, rights and remedies, and any other similar provision which is reasonably likely to have an effect on the Project as a whole. The Parties will endeavor to respond to request for approval within five (5) Business Days. Whenever the consent or approval of a Party is required under this Section, it shall be deemed to have been granted twenty (20) days after the request for approval unless notice to the contrary is provided within such twenty (20) day period, provided the Party requesting the approval provides a written reminder to the other Party containing the following message in bold capital letters 24 point font on the envelope and notice letter, "**A RESPONSE IS REQUIRED WITHIN TEN (10) DAYS AFTER RECEIPT OF THIS NOTICE, OR THE REQUEST IS DEEMED APPROVED**". The "deemed approved" notice must be sent at least ten (10) days prior to the expiration of the aforesaid twenty (20) day period that the approval will be deemed to have been given upon the expiration of said twenty (20) day period.

Section 8.05. Value Engineering. If, prior to commencement of Construction, either Party, in consultation with the Parties and the Development Consultant makes a reasonable determination that Project Costs will exceed the Maximum Project Cost, then that Party shall send Notice to the other Party and the Parties shall use reasonable efforts to undertake and mutually agree to value analysis and Value Engineering as often as reasonably necessary or appropriate to reduce the Project Costs.

Section 8.06. Construction of the Improvements.

Subject to this Agreement and the Redgate Agreement, the City and the University, together, shall coordinate with the Development Consultant to cause the CM (a) to commence Construction of the Improvements for which the CM is responsible, in accordance with Legal Requirements, the Approvals, the Budget, the Project Schedule, and the Construction Contract, and (b) diligently pursue and achieve Substantial Completion and Final Completion of Construction of the Improvements in accordance with the Project Schedule.

Section 8.07. Performance Bond and Payment Bond. Prior to commencement of Construction, each Party shall cause the Development Consultant to cause the CM to furnish payment and performance bonds required under any Construction Contract, which bonds shall be issued by a surety authorized to transact business in the State of Maryland. Such bond(s) shall contain a multiple obligee rider naming each Party and Party's lender, if any, as an obligee thereof. Copies of the required bonds shall be delivered to the Parties promptly upon the issuance thereof.

Section 8.08. Insurance. During construction and until Final Completion, each Party shall maintain and shall require all contractors and subcontractors employed to perform the obligations described herein to maintain builder's risk, commercial general liability and workers compensation coverage as required by each Party's lender (if applicable) and as required by the applicable Project Contracts, but in any event not less than commercially reasonable limits for similar projects. Each of such liability policies and worker's compensation policies, as may be applicable, shall name the other Party as an additional insured, and, subject to any lender rights, loss payee with respect to property insurance, and shall contain the agreement of the insurer, if commercially available, to give not less than thirty (30) days' notice to all insured parties prior to cancellation of such policies or material change in the coverage thereof, and ten (10) days for non-payment of premiums, unless other time periods are provided in the Project Contracts. Each Party shall provide to the other certificates representing the required insurance coverage prior to commencing any construction on the Property and thereafter upon the other Party's reasonable request.

Section 8.09. Parking. Parking for the Project will be limited to on-street parking and that parking provided by the City in a City owned garage located at 7388 Yale Avenue, College Park, Maryland. The University's use of the City's garage is governed by the Parking Agreement.

ARTICLE IX  
**ASSIGNMENT OF AGREEMENT**

Section 9.01. Assignment. This Agreement shall not be assignable by any Party, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, the University shall be permitted to collaterally assign its interests, rights and obligations under this Agreement as part of the security for the University Bonds without the prior consent of the City. The City shall cooperate with the University in the execution and delivery of any such assignment.

ARTICLE X  
**DEFAULT AND REMEDIES**

Section 10.01. Default. The following shall constitute a “**Default**” by a Party under this Agreement:

(a) The failure to comply with or adhere to any payment obligations in this Agreement and such failure is not cured within thirty (30) days after receipt of Notice from the non-defaulting Party;

(b) The failure to comply with or adhere to any performance obligations in this Agreement in accordance with any deadlines set forth therein, or, as to any obligation for which no deadline, in either case within thirty (30) days after receipt of Notice from the non-defaulting Party, unless another time period for response expressly is provided;

(c) The failure to make payments to the Trustee as and when may be required by the particular terms and conditions of the Financing Documents or other escrow agreement;

(d) If a Party files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future applicable federal or state law, or seeks or consents to, or acquiesces, in the appointment of any trustee, receiver or liquidator, of all or any substantial part of its or their assets, or of the ownership interests of the defaulting Party;

(e) If there occurs the filing of a petition by or against a Party (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of such Party’s assets; or (iv) for the reorganization of such Party or for modification of its capital structure and such Party fails to have the proceedings initiated by such petition stayed or dismissed within sixty (60) days after the filing thereof;

(f) If a Party shall breach any other covenant of such Party contained in this Agreement, or fail to perform any other obligation, and such failure is not cured within thirty (30) days after receipt of Notice, or other specific period of time set forth in this Agreement, provided that if a breach is not reasonably susceptible of being cured within such thirty (30) day period (other than due to Force Majeure), such cure period shall be extended for such additional time (not to exceed thirty (30) additional days) as is reasonably necessary to cure such breach in the exercise of diligent efforts as long as the defaulting Party commences such cure promptly after its receipt of such written notice and diligently prosecutes such cure to completion thereafter. The provision for additional time to cure does not preclude the non-defaulting party from moving forward with the remedies provided in Section 10.02 below, after a reasonable time as passed and notice has been given that the non-defaulting party will move forward to seek appropriate remedies, and the costs incurred by the non-defaulting party in connection with such remedies shall be reimbursed by the defaulting party.

Section 10.02. Remedies.

If a Party shall be in Default under this Agreement, and, if the other Party is not otherwise in Default hereunder, the non-defaulting Party, following the expiration of any applicable cure period hereunder and attempting to resolve a dispute pursuant to Section 7.01(i), shall be entitled to all rights and remedies available to it at law or in equity (including, without limitation, the right to require specific performance). Notwithstanding anything contained herein to the contrary, in no event shall either Party be liable for any consequential, incidental, special or punitive damages in connection with this Agreement. All remedies of a Party under this Agreement and under applicable laws shall be cumulative and not exclusive, unless otherwise expressly provided to the contrary in this Agreement.

ARTICLE XI  
NOTICES

Section 11.01. Notices.

Any Notice (a) shall be in writing; (b) shall be sent (i) by certified or registered mail in the United States mail, postage prepaid, return receipt requested, or (ii) by Federal Express or another national courier service, or (iii) (if such Party's receipt thereof is acknowledged by a signed delivery receipt) upon having been given by hand or other actual delivery to such Party; or (iv) by electronic delivery; (c) in each case to the address of such Party set forth hereinbelow or to such other address in the United States of America as such Party may designate from time to time to each other Party hereto. Any Notice sent by the method described in (b)(i) above shall be effective three (3) Business Days after mailing. Any Notice sent by the method described in (b)(ii) above shall be effective on the next Business Day after having been sent; and any Notice sent by the method described in (b)(iii) above shall be effective upon delivery.

If to the City, to:

Scott Somers  
City Manager  
City of College Park  
4500 Knox Road  
College Park, MD 20740

Until further notice is given by the City, hand deliveries and overnight deliveries should be addressed to:

8400 Baltimore Avenue, Suite 375  
College Park, Maryland 20472

with a copy to, which shall not constitute notice:

Suellen M. Ferguson, Esq.  
Council Baradel  
125 West Street  
4th Floor  
Annapolis, MD 21404

If to the University, to:

Vice President for Administration and Finance  
University of Maryland, College Park  
2119 Main Administration Building  
7901 Regents Drive  
College Park, MD 20740  
Attn: Real Estate Office

with a copy to, which shall not constitute notice:

Office of General Counsel  
University of Maryland, College Park  
2117 Seneca Building  
4716 Pontiac Street  
College Park, MD 20740  
Attn: Real Estate Counsel

If to the Development Consultant, to:

Redgate Real Estate Advisors, LLC  
509 S. Exeter Street  
Suite 306  
Baltimore, MD 21202  
Attn: Katie Hearn

## ARTICLE XII MECHANICS LIENS

No work performed by or on behalf of either Party pursuant to this Agreement or any of the Project Contracts shall be deemed to be for the immediate use and benefit of either Party so that no mechanic's or other lien shall be allowed against the Property by reason of any consent given by either Party to Development Consultant. The City or the University may require contractual provisions in all Project Contracts assuring the City and the University that no mechanic's liens will be asserted against the Property. In the event any mechanic's or other lien shall at any time be entered, or any petition or proceeding therefor filed against the Property by reason of work, labor, services or Materials performed or furnished or alleged to have been

performed or furnished to or on behalf of the City or the University, the responsible Party shall forthwith cause the same to be discharged of record or bonded to the satisfaction of the City or the University, as applicable. If the responsible Party shall fail to cause such lien to be discharged or bonded within fifteen (15) days after being notified of the filing of the lien, then, in addition to any other right or remedy of the City or the University, the City or the University, as the case may be, may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by the City or the University, including reasonable attorneys' and consultants' fees incurred by the City or the University either in defending against such lien or in procuring the bonding or discharge of such lien, shall be reimbursed by the Party against whom the lien or claim of lien was filed.

### ARTICLE XIII

#### **CASUALTY AND CONDEMNATION**

Prior to Final Completion, in the event that damage, destruction or casualty damages the Base Building Work and the Base Building Work is at least 75% complete, then the parties in good faith will determine whether the continued development of the Project is feasible and desirable. If the continued development of the Project is feasible and desirable, or if at the time of such damage the Base Building Work was less than 75% complete, then the Base Building Work will be restored to the extent of available insurance proceeds, with either party having the sole discretion whether, but not the obligation, to contribute any additional funding that may be needed for restoration. If the parties decide that the development of the Project is not feasible or desirable, then either the City or the University may terminate this Agreement, and any balance of Project Funds not subject to the terms and conditions of any financing related to the construction of the Project shall be (i) used first to clear and secure the Property so that it will be vacated and surrendered in a safe condition, and (ii) second, allocated between the parties in accordance with the same Proportionate Share of Ownership Interest. Upon termination of this Agreement, all right, title and interest in the Property shall revert to the City and the University, respectively, as it was owned by each Party prior to the Lot Consolidation.

### ARTICLE XIV

#### **GENERAL**

Section 14.01. Effectiveness. This Agreement shall be effective only upon its execution and delivery by both Parties.

Section 14.02. Complete Understanding. This Agreement represents the complete understanding between the Parties hereto as to its subject matter, and supersedes all prior negotiations, representations, guaranties, warranties, promises, statements or agreements, either written or oral, between the Parties as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. Neither Party has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Agreement that is not set forth herein.

Section 14.03. Amendment. This Agreement may be amended by and only by a written instrument executed and delivered by both Parties.

Section 14.04. Waiver. No Party hereto shall have waived the exercise of any right that it holds hereunder unless such waiver is express and in writing (and, without limiting the generality of the foregoing, no delay or omission by any Party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right. Each Party hereby acknowledges that, in the interest of maintaining good relations between the Parties, there may be instances in which either Party may choose not immediately to exercise some or all of its rights on the occurrence of a Default.

Section 14.05. No Third-Party Beneficiaries. This Agreement and all rights under this Agreement are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person, except as, and then only to the extent, expressly provided elsewhere in this Agreement.

Section 14.06. Applicable Law. This Agreement shall be given effect and construed by application of the laws of the State of Maryland without regard to principles of conflicts of laws.

Section 14.07. Force Majeure; Time of the Essence. In the event of a Force Majeure, the Party or any contractor affected thereby shall be entitled to an increase in the time for performance equal to the number of days, or portions thereof, that completion of the activity beyond the dates established in this Agreement is actually delayed by such Force Majeure. Except in the event of Force Majeure, time shall be of the essence in the performance of this Agreement. In any event, delays caused by a Force Majeure shall not extend the time for performance of any obligations stated herein by more than sixty (60) days and the Party claiming the right to an extension due to Force Majeure shall provide the other Party with notice of the events giving rise to the extension within not more than ten (10) days after the occurrence thereof.

Section 14.08. Headings. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference and shall not be considered in construing their contents.

Section 14.09. Construction. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (c) to any sections, subsections, paragraphs or subparagraphs shall be deemed, unless otherwise expressly indicated, to have been made to such sections, subsections, paragraphs or subparagraphs of this Agreement. In the event of any conflict between the responsibilities of the City and the University under this Agreement and under any Project Contract, as between the City and the University, this Agreement shall govern and control.

Section 14.10. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or schedule or otherwise designated herein as an exhibit or schedule hereto is hereby made a part hereof, except as otherwise provided.

Section 14.11. Severability. No determination by any court, governmental or administration body or agency or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall remain valid and enforceable to the fullest extent allowed by law and shall be construed wherever possible as being consistent with applicable law.

Section 14.12. Disclaimer of Partnership Status. Nothing in this Agreement shall be deemed in any way to create between the Parties hereto any relationship of partnership, joint venture or association, and the Parties hereto hereby disclaim the existence of any such relationship.

Section 14.13. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any Party to any counterpart shall be deemed a signature to and may be appended to any other counterpart. The execution and delivery of signatures by electronic transmission shall have the same force and effect as the execution and delivery of a signed hard copy.

Section 14.14. Effect of Termination. The effect of the expiration or earlier termination of this Agreement shall be to discharge both the Parties from future performance of this Agreement, but not from their rights and obligations existing on the expiration or earlier termination of this Agreement and obligations that, by the terms of this Agreement, survive such termination.

Section 14.15. Default Rate. Any sum due or payable under this Agreement which is not paid by the Party obligated to make such payment within thirty (30) days after the date when due shall accrue interest at the Default Rate.

Section 14.16. Costs of Litigation. If there is a dispute between the Parties, to the extent that litigation is initiated regarding any matter relating to this Agreement, the losing party shall pay, subject to appropriations, the costs of litigation, including the reasonable attorney's fees and out-of-pocket expenses of the prevailing party at both the trial and appellate level.

Section 14.17. Audit Rights. The City and the University shall each use commercially reasonable efforts to require any other Person under any Project Contract, including the Development Consultant, related to the Property to, keep and maintain, in accordance with generally accepted accounting principles, at all times, a single set of true and complete fiscal records of all matters undertaken by such Person with respect to the Project and the Property for at least five (5) years after the earlier of (a) the termination of this Agreement, or (b) Final Completion, and shall make them available for inspection and audit by authorized representatives of the State, System, the City and the University, at all reasonable times.

Section 14.18. No Merger. It is the intention of the Parties that, notwithstanding the fact

that upon the conveyance of the Property the fee simple interests in the Property will be owned by the City for a period of time and after the recording of the Condominium Documents the Units will be owned by the Parties as set forth herein, the rights and obligations created by this Agreement shall neither merge into the deed to the City for the Property nor into the Condominium Documents and related deeds, but instead shall survive such conveyances and this Agreement shall continue in full force and effect until the A&R Condominium Documents are fully signed and recorded in the Land Records.

## ARTICLE XV

### **APPLICABLE STATE LAWS/REQUIREMENTS**

Section 15.01. Discrimination. The Parties agree: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in item (a), in any subcontract except a subcontract for standard commercial supplies or raw material; and (c) to post and to cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of this clause.

Section 15.02. No Liability of State; Limited Liability of the City and the University. Neither the State nor any other unit or constituent institution of the State of Maryland shall be in any way liable for or subject to any mortgage or other indebtedness or contractual obligation of the City and the City shall not be in any way liable for or subject to any mortgage or other indebtedness or contractual obligation of the State of Maryland. The liability of the University and the City to each other under this Agreement, if any, shall be limited to the City's and the University's respective interest in the Property. In addition, no officer, Agent, official, representative, employee or any other Person acting on behalf of the State, the System or the University or the City shall have any personal liability under this Agreement.

Section 15.03. Non-Hiring of Employees. No employee of the State of Maryland, or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties contracting with the State of Maryland, or any unit thereof.

Section 15.04. No Waiver of Sovereign or Governmental Immunity. Nothing contained in this Agreement shall be deemed to constitute a waiver of any immunity which the State, the System, the University or the City may be entitled to under the laws of the State of Maryland. Sovereign or governmental immunity is waived only by virtue of and to the extent set forth in Title 12 of the State Government Article of the Annotated Code of Maryland or in Title 5, Subtitle 3 of Courts and Judicial Proceedings Article as to the City.

Section 15.05. Termination for Convenience.. If either Party does not obtain its financing and if the Construction has not commenced (to the extent of installation of pilings or foundations),

with respect to the performance of Work under this Agreement, then this Agreement may be terminated by the University or the City in accordance with this clause in whole, or from time to time in part, whenever the University or the City shall determine that such termination is in the best interest of the University or the City, as applicable. The terminating party will pay all reasonable costs associated with this Agreement that the other Party has incurred up to the date of termination and all reasonable costs associated with termination of this Agreement. Upon termination of this Agreement, all right, title and interest in the Property shall revert to the City and the University, respectively, as such Property was owned by each Party prior to the Lot Consolidation.

Section 15.06. Environmental. Neither Party shall (either with or without negligence) (a) cause or permit the escape, disposal, discharge or release of any biologically or chemically active or other hazardous substances or materials, or (b) allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, or (iii) allow any such materials or substances to be brought onto the Property. For purposes of this Agreement, “hazardous substances and materials” shall include, without limitation, those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Sections 6901 et seq.), any similar and applicable federal, state or local laws relating to environmental requirements and the regulations adopted under these acts. Each Party shall hold the other harmless against and from any liability, claim of liability or expense arising out of any release of hazardous materials on its respective portion of the Property owned by it occurring prior to the Lot Consolidation, subject to applicable law and appropriations. The foregoing shall survive the termination of this Agreement.

[Signatures begin on next page.]

IN WITNESS WHEREOF, each Party hereto has executed this Agreement or caused it to be executed on its behalf by its duly authorized representatives.

WITNESS:

**CITY OF COLLEGE PARK**

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

By:\_\_\_\_\_  
Scott Somers, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:\_\_\_\_\_  
Suellen M. Ferguson, City Attorney

[Signatures continue on next page.]

[SIGNATURE PAGE TO JOINT DEVELOPMENT AGREEMENT]

**UNIVERSITY SYSTEM OF MARYLAND**

By: \_\_\_\_\_  
Jay A. Perman, MD, Chancellor

Date: \_\_\_\_\_

**UNIVERSITY OF MARYLAND,  
COLLEGE PARK**

By: \_\_\_\_\_  
Wallace D. Loh, President

Date: \_\_\_\_\_

Approved as to form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Assistant Attorney General

(Signatures continue on the next page.)

[SIGNATURE PAGE TO JOINT DEVELOPMENT AGREEMENT]

**EXHIBIT A**  
**Description of the Property**

**EXHIBIT B**  
**Design and Construction Documents**

Attached hereto are (1) the Permit/Bid Drawing List, dated 12/02/2019, certified by the Architect, and (2) the Permit/Bid Specifications Index, dated 12/02/2019, provided by the Architect.

**EXHIBIT C**  
**Form of Parking Agreement**

[ATTACHED]

## PARKING FACILITIES LIMITED EASEMENT AGREEMENT

This Parking Facilities Limited Easement Agreement (this “**Agreement**”) is dated as of \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between the **City of College Park**, a municipal corporation of the State of Maryland (the “**City**”) and the **University of Maryland, College Park** (the “**University**”), an instrumentality of the State of Maryland and public corporation.

### INTRODUCTORY STATEMENT:

A. The City subjected that certain assemblage of lots of land, formerly known as 4500 Knox Road, 7411 and 7409 Baltimore Avenue, and 7401, 7403, 7405 and 7413 Baltimore Avenue, College Park, Maryland, and all improvements thereon (collectively, the “**Property**”) to a condominium regime (the “**Condominium**”) by recording in the Land Records of Prince George’s County, Maryland (the “**Land Records**”), a condominium plat, condominium declaration, and condominium bylaws (the “**Condominium Documents**”). The Condominium Documents reflect that the Property is divided into four (4) condominium units: the “**City Unit**”, the “**University Unit**”, the “**Ground Unit**” and the “**Retail Unit**” as such terms are defined in the Condominium Documents. The City owns the City Unit and the Ground Unit. By virtue of a Deed of even date herewith and recorded or intended to be recorded in the Land Records prior hereto, the University has acquired the University Unit and the Retail Unit.

B. The University and the City desire that the City grant a certain limited easement to the University for the purpose of making certain parking facilities and spaces accessible and available to University for the University Unit for the duration of the Condominium, unless terminated as provided herein, (the “**Parking Easement**”) within the parking garage known as “**Yale Avenue Parking Garage**” located at 7338 Yale Ave, College Park, MD 20740 (the “**Parking Facility**”), said Parking Easement being an appurtenant limited easement benefitting the University Unit in order to accommodate the users of the University Unit; and

C. The parties hereto desire to set forth the terms and conditions pursuant to which the City will provide the Parking Easement to the University and maintain the same, along with the terms and conditions upon which the University will compensate the City therefor.

NOW, THEREFORE, in consideration of the Parking Easement and the mutual promises and obligations of the parties hereto, the receipt and sufficiency of which the parties acknowledge, and intending to be legally bound hereby, the City does hereby grant, covenant and agree with the University as follows:

1. Introductory Statement. The Introductory Statement is incorporated by reference into this Agreement and is deemed to be a material part hereof and not merely explanatory or prefatory hereto.
2. Parking Easement. Subject to the terms and conditions hereof, commencing on the Effective Date, the City hereby grants to the University its successors and assigns, including trustees and beneficiaries under currently existing deeds of trust and mortgages applicable to the University Unit, and their tenants, occupiers, licensees, and invitees, the Parking Easement for

access to and use of the Parking Facility twenty-four hours a day, seven days a week for the use of a total of one hundred twenty-four (124) parking spaces at the Parking Facility (collectively, the “**Parking Spaces**”), for the purpose of parking, and ingress and egress for pedestrian and vehicular traffic. The Parking Spaces are provided as part of the Parking Easement on a non-assigned, non-exclusive permit basis. Availability of the Parking Spaces to employees and invitees of the University shall be guaranteed between the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, each week. In connection therewith, the City shall not enter into a number of monthly parking contracts for the Parking Facility that exceeds the number of total spaces in the Parking Facility as reduced by the number of Parking Spaces granted for use hereunder (initially 124) plus the 25 public metered retail parking spaces described in the next paragraph.

In addition to the Parking Spaces, the City will ensure that there are at least 25 metered spaces available for the Retail Unit available to serve the Retail Unit on a non-assigned, non-exclusive basis.

3. Easement Fee. For the Parking Easement granted herein, the University agrees to pay an annual installment of the amounts as set forth herein as the annual “**Easement Fee**”, such annual installments commencing upon the date of occupancy of the University Unit (the “Occupancy Date”). Except as otherwise provided herein, the University shall be obligated to pay the Easement Fee for the Parking Spaces, whether or not such spaces are occupied. The University shall pay the Easement Fee to the City, in advance, for each Parking Space in the aggregate amount of \$90.00 per space per month, with an escalation of the Easement Fee commencing on the first anniversary date of the Occupancy Date at a rate of 2.5% per space per annum through the fifth (5<sup>th</sup>) year anniversary of the Occupancy Date, as shown in the fee schedule below. Thereafter, on each fifth (5<sup>th</sup>) year anniversary of the Occupancy Date, after the first fifth (5<sup>th</sup>) year anniversary, the parties shall recalculate the Easement Fee to equal the fair market rent for the Parking Spaces. The fair market value of the spaces shall be determined by agreement, or if no agreement is reached, by the three appraisal method described below, but in any event shall be equal to a fee not less than 2.5% per annum escalation to the original Easement Fee. Notwithstanding anything to the contrary contained herein, as an accommodation to the City, the University shall pay to the City the first five years of the annual Easement Fees, in the aggregate, within thirty (30) days following the Occupancy Date, discounted to a net present value using a discount rate of 3.5% per annum, resulting in full payment for the first five (5) years of an amount equal to \$634,575.

| Year | Easement Fee |
|------|--------------|
| 1    | \$133,920.00 |
| 2    | \$137,268.00 |
| 3    | \$140,699.70 |
| 4    | \$144,217.19 |
| 5    | \$147,822.62 |

If the parties cannot agree on the fair market value of the spaces for the purposes of the escalation of the Easement Fee as described above, the University and the City each will obtain an appraisal or other comparable parking rate market study (each, an “**Appraisal**”) and submit it to the other at least one hundred twenty (120) days prior to each fifth (5<sup>th</sup>) year anniversary of the

Occupancy Date, beginning on the second fifth (5<sup>th</sup>) year anniversary. If the University's Appraisal and the City's Appraisal are within a 10% range, then the fair market rent for the Parking Spaces shall be the average of the two Appraisals. If, however, the two (2) initial Appraisals are not within 10% of each other, then the appraisers shall jointly select a third appraiser. The fair market rent of the Parking Spaces then will be the average of the third Appraisal and either the City Appraisal or University Appraisal, whichever Appraisal is closest to the third Appraisal. For example, if the City Appraisal is \$130.00 per space, the University Appraisal is \$105.00 per space, and the third Appraisal is \$115.00, then the fair market rent is the average of \$105.00 plus \$115.00, or \$110.00 per space).

4. Term. The term of this Agreement, including the easement and the payment obligations, shall commence on the Occupancy Date and shall terminate and expire on the termination of the Condominium (the "**Term**"), unless terminated earlier pursuant to the terms of this Agreement. The City shall insure that the Parking Spaces are available for the use of the University for the full Term. By written notice to the City at least ninety (90) days prior to each fifth (5<sup>th</sup>) anniversary of the Occupancy Date, the University shall have the right, in its sole discretion, to decrease the number of Parking Spaces granted under this Agreement, not to exceed 25 parking spaces in any given five-year period. With any reduction in the number of Parking Spaces, the annual Easement Fee shall be proportionately reduced for each year thereafter.

5. First Offer. During the Term, if the City determines there are additional parking spaces available for University use in the Yale Avenue Parking Garage, after reviewing all potential City needs, the City may grant to the University a right of first offer to obtain easement rights with respect to any additional parking spaces in the Parking Facility (the "**Right of First Offer**") upon the following terms and conditions. On each fifth (5<sup>th</sup>) anniversary of the Occupancy Date, the City shall notify the University in writing of such availability and the University shall, within 30 days after receipt of such notice, have the right to add such spaces to the Parking Easement (the initial spaces together with the added spaces being referenced together as the Parking Spaces for all purposes hereunder) and the annual Easement Fee shall be proportionally increased in an amount equal to the per space fee multiplied by the additional number of Parking Spaces for the then current year.

6. Maintenance and Repairs; Security. The City shall repair, maintain and replace the Parking Facility, including without limitation all structural components and operational components and systems, in good working order and condition, in a safe, clean, and neat condition and in accordance with all applicable laws on a continuous basis for the Term of this Agreement. The City shall make all repairs and replacements, ordinary and capital, to the Parking Facility with materials of equal or better quality. The City shall use commercially reasonable efforts to provide for the security and safety of all patrons of the Parking Facility, including without limitation the ingress and egress to and from the Parking Facility. The City shall appropriately staff the enforcement and security personnel at the Parking Facility, at appropriate times, in accordance with similar parking facilities in similar urban locations. Nothing in the foregoing shall inure to the benefit of any third party.

7. University's Right to Terminate. Notwithstanding any other provision of this Agreement to the contrary, the University shall have the right to terminate and relinquish all of its rights and

continuing payment obligations for all of the Parking Spaces under this Agreement, beginning on the tenth (10<sup>th</sup>) anniversary of the Occupancy Date and then on each tenth (10<sup>th</sup>) anniversary thereafter. This right of termination can be exercised by giving written notice to the City of the University's election to terminate this Agreement at least one hundred eighty (180) days prior to the applicable anniversary of the Occupancy Date of the termination. Thus, to exercise the right of termination on the first tenth (10<sup>th</sup>) anniversary of the Occupancy Date, the written notice will have to be given one hundred eighty (180) days prior to the first tenth (10<sup>th</sup>) anniversary.

8. City's Right to Terminate. In the event of a continuing University failure to pay any installment of the Easement Fee due and payable under this Agreement with respect to the Parking Facility, which failure remains uncured for more than sixty (60) days following written notice of thereof from the City to the University specifying the nature of such breach, then upon an additional thirty (30) days' prior written notice, if such failure is not cured, the City may terminate this Agreement by written notice to the University. The termination shall be effective thirty (30) days following the receipt of the final written notice of such termination by the University from City.

9. Defaults and Remedies

A. Right to Cure. If either party fails to perform or observe any of the respective terms, covenants or conditions imposed upon it pursuant to this Agreement, and such failure shall continue for a period of thirty (30) days for such obligations, or other specified time period provided for in this Agreement, after written notice thereof from the non-defaulting party to the defaulting party, or if such defaulting party fails to commence its curative efforts promptly after the service of such notice or thereafter to proceed with all due diligence to cure the same which cannot with due diligence be cured within a period of thirty (30) days or other specified cure period provided for in this Agreement, it being intended that in connection with a default not susceptible of being cured with due diligence within thirty (30) days, the time for such defaulting party to cure the same shall be extended for such period as may be necessary to complete the same with due diligence, provided that cure of such default is promptly commenced and diligently pursued, or in the case of an emergency or hazardous condition, if such defaulting party fails to proceed promptly to cure the same after service of such notice as is reasonable under the circumstances, then in any of such events, in addition to any other remedies that a non-defaulting party may have at law or in equity or as otherwise provided in this Agreement, the non-defaulting party may enter the Parking Facility and cure or commence the curing of such default, and the reasonable expense of any such cure or partial cure shall be paid by the defaulting party to the non-defaulting party immediately upon written demand therefor. The University, if the non-defaulting party, shall be entitled to offset the expenses of such cure against the payment of all sums payable hereunder. In the event either party, after notice and opportunity to cure as described above, fails to cure a default that could be deemed to be a material and substantial default, e.g. UMD not being able to use all of the Parking Spaces which it is paying for due to the City's breach of the provisions of Section 6 above, then, as an alternative to the self-help remedy described above, the non-defaulting party may send a notice of intent to terminate this Agreement. The effective date of termination shall be sixty (60) days after the date of the notice (the "Termination Date"), except in the event of unsafe conditions not being repaired, then the termination may be deemed effective within ten (10) from the date of the notice of termination. If the default has not been cured prior to the Termination Date, then the

defaulting party shall have no further cure rights and the termination shall be effective on the Termination Date, with the non-defaulting party retaining the right to recover damages accruing up to the Termination Date or to recover pre-paid Parking Fees for a period of the Term extending beyond the Termination Date, as the case may be. If, however, the default is cured prior to the Termination Date, then the non-defaulting party shall not be allowed to terminate, but shall retain all other remedies permitted in this Agreement.

B. Damages. If a party fails to keep or perform any of its obligations or violates any of the provisions contained in or under this Agreement beyond the applicable cure period (as specified in Section 9(A) above or other provision of this Agreement), the non-defaulting party, at its option, may pursue an action for damages and recover its actual damages pertaining to such default. Notwithstanding anything to the contrary in this Agreement, in no event shall either party be entitled to claim or collect consequential, incidental, speculative, or punitive damages.

C. Injunctive Relief. If either party defaults with regard to any of its obligations contained in or under this Agreement beyond the applicable cure period (as specified in section 9(A) above), then the non-defaulting party, at its option, may commence an action for specific performance of the terms of this Agreement pertaining to such default and/or immediately institute appropriate proceedings to enjoin such conduct or actions including, without limitation, ex-parte applications for temporary restraining orders, preliminary injunctions, and permanent injunctions enjoining any such violation or attempted violation or default. It is understood and agreed that damages would be an inadequate remedy for the breach of this Agreement by either party, and that accordingly, in addition to actual damages, the non-defaulting party shall have the right to specific performance of this Agreement and to injunctive relief to cure the defaulting party's breach or continued breach (without any requirement to post any bond and/or to prove that the non-defaulting party has no adequate remedy at law).

D. Attorneys' Fees and Costs. If a party institutes any action or proceeding against the other party relating to the provisions of this Agreement or of any default hereunder, or to collect any amounts owing hereunder, then the prevailing party shall be reimbursed by the non-prevailing party for costs and expenses incurred by the prevailing party in connection with such actual proceeding and any appeals therefrom, including reasonable attorneys' fees and court costs, subject to appropriations designated for such claim.

10. Rights and Remedies are Cumulative. Except as otherwise expressly stated herein, all rights and remedies that a party may have under this Agreement or by operation of law, either at law or in equity, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies provided for herein or at law or in equity for the same default or any other default; provided, however, that the City shall not have the right to terminate this Agreement except as provided in Section 8 above.

11. Rules and Regulations. The City shall have the right to institute reasonable rules and regulations with respect to vehicular and pedestrian access and movement within the Parking Facility, ingress and egress to the Parking Facility, parking of unwanted vehicles, i.e. abandoned

vehicles on the Parking Facility, and the conduct of the patrons. The University agrees that, upon the then current rules and regulations, it will abide by all reasonable rules and regulations imposed with respect to the Parking Facility; provided, however, that such rules and regulations are enforced in a consistent, uniform and non-discriminatory manner.

12. Assignment. The University may assign this Agreement, in whole or in part, or may lease any or all of the Parking Spaces to any tenant or occupant of the University Unit.

13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. It is expressly agreed and understood that the easements and covenants herein granted are appurtenant to and shall run with and bind on the Parking Facility for the benefit of the University Unit and the Retail Unit, and for all owners and tenants thereof. The covenants and easements herein contained shall not be merged or extinguished now or in the future because of any common ownership between the Condominium Units and the Parking Facility.

14. Governing Law and Venue. This Agreement shall be subject to and construed under the laws of the State of Maryland, without regard to its conflict of laws provisions. All claims brought under this Agreement shall be brought in the Courts of Prince George's County, Maryland.

15. No Waivers. No restrictions, conditions, obligations, or provisions of this Agreement shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce them.

16. Lender Rights. In the event that any holder of a Note secured by a Mortgage or Deed of Trust on any of the Condominium Units or the Parking Facility requires that this Agreement be modified or amended, the parties, acting in good faith, will endeavor to negotiate and execute reasonable documentation required to effect such modification or amendments provided that such change retains the material terms of this Agreement and a non-disturbance agreement is entered into by the holder, the University and the City, if required. With respect to the current financing of the Parking Facility, the City will use commercially reasonable efforts to have the issuer and bank of the bond financing enter into a recognition agreement of the University's rights under this Agreement in the event of a default of the City under the bond documents.

17. Entire Agreement; Modification. This writing is the entire agreement between the parties. There are no grants between the parties regarding the subject matter hereof except as set forth herein. This Agreement shall not be modified or amended except by a written agreement mutually executed by the parties.

18. Severability. If any provision hereof, or part thereof, shall be determined to be invalid or unenforceable, the remaining provisions hereof shall continue with the same force and effect as if such invalid or enforceable provision or part thereof had not been included herein.

19. Notices. Any notice or other communication required hereunder shall not be valid unless in writing and sent by overnight courier or by certified mail, return receipt requested with first class postage prepaid, duly addressed to the parties as follows:

If to the City, to:

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

with a copy to, which shall not constitute notice:

Suellen M. Ferguson, Esq.  
Council Baradel  
125 West Street  
4th Floor  
Annapolis, MD 21404

If to the University, to:

Vice President for Administration and Finance  
University of Maryland, College Park  
2119 Main Administration Building  
7901 Regents Drive  
College Park, MD 20740  
Attn: Real Estate Office

with a copy to, which shall not constitute notice:

Office of General Counsel  
University of Maryland, College Park  
2117 Seneca Building  
4716 Pontiac Street  
College Park, MD 20740  
Attn: Real Estate Counsel

Either party may change its address for the purpose of providing notice by so advising the other party in accordance with this Section 19.

**[Signatures Continue on Next Page]**

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby caused this Agreement to be executed, attested and sealed, as applicable, by their respective duly authorized officers.

**WITNESS:**

**CITY OF COLLEGE PARK**

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

By: \_\_\_\_\_  
**Scott Somers, City Manager**

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

By: \_\_\_\_\_  
**Suellen M. Ferguson, City Attorney**

**STATE OF MARYLAND, COUNTY OF \_\_\_\_\_:**

I HEREBY CERTIFY that on \_\_\_\_\_, 20\_\_, before me, a Notary Public of the State of Maryland, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, who made acknowledgement to be the City Manager of the City of College Park, a Maryland municipal corporation, which entity is a party to the foregoing instrument, and that he, being duly authorized so to do, executed said instrument on behalf of said municipality as the City Manager for the purposes therein contained.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**[Signatures Continue on Next Page]**

**UNIVERSITY OF MARYLAND,  
COLLEGE PARK**

By: \_\_\_\_\_  
Wallace D. Loh, President

Date: \_\_\_\_\_

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

(Notaries and signatures continue on the next pages.)

STATE OF MARYLAND  
CITY/COUNTY OF \_\_\_\_\_, TO WIT:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned officer, personally appeared Wallace D. Loh, known to me or satisfactorily proven to me to be the person set forth herein, who acknowledged himself to be the President of the University of Maryland, College Park, and that in said capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT D**  
**Pre-Development Expenses**

The invoices identified below have been received and approved for payment by the University to the City of College Park. The recited payment or approved prior invoice amounts represent 50.0% of a total Pre-Development Expenses of \$2,142,626.96 (billed by the City as of the Effective Date). The parties now agree to apply the Blended Requisition Rate described in Exhibit E to better allocate these costs. Accordingly, the University owes the City an adjustment of \$197,121.68, subject to final reconciliation.

|  |                     |
|--|---------------------|
| Redgate  | \$224,882.93        |
| Design Collective  | \$370,253.43        |
| James G. Davis   | \$249,285.08        |
| Sabra, Wang & Associates                                 | \$ 11,750.00        |
| Arc Environmental  | \$ 41,451.40        |
| Permits/Utilities  | \$ 76,878.25        |
| A. <u>Morton Thomas</u>                                  | <u>\$ 86,762.68</u> |
| <br>   |                     |
| Previously-approved Amount at<br>50% Share               | \$1,071,313.48      |
| <br>   |                     |
| Actual Total Share Amount due<br>(\$2,142,626.96 x .592) | \$1,268,435.16      |
| <br>   |                     |
| <u>Adjustment due</u>                                    | <u>\$197,121.68</u> |

**EXHIBIT E**  
**Shared Project Costs**

The City and University will share Project Costs. The Parties have divided Project Costs into three categories known as Base Building Work, Plaza Costs, and Unit Costs, more particularly described as follows:

- Costs for Base Building Work: These costs include ALL Base Building Work costs EXCEPT those described in the “Plaza Costs” category described below. For these costs and this category, the University will pay 63.6% of costs and the City will pay 36.4% of costs. The Parties calculated this cost share by a straightforward fractional allocation of the total square footage of the Building, as follows:

| Cost Allocation              |                       |              |
|------------------------------|-----------------------|--------------|
| City                         | 35,027<br>GSF         | 36.4%        |
| University                   | 61,239<br>GSF         | 63.6%        |
| <i>University<br/>Office</i> | <i>53,627<br/>GSF</i> | <i>55.7%</i> |
| <i>Retail</i>                | <i>7,612<br/>GSF</i>  | <i>7.9%</i>  |
| Total                        | 96,266<br>GSF         | 100.0%       |

- Plaza Costs. “Plaza Costs” means costs to build those exterior surface-level improvements that are component parts of the exterior public plaza, including exterior hardscapes, landscape improvements, furnishings, seating walls, etc. The parties have agreed to equally share Plaza Costs.
- Unit Costs: Each party will pay 100% of the cost to build out its individual Unit. That is, the City will pay all costs, to complete construction of, and to equip and furnish, the City Unit. Likewise, the University will pay all costs, to complete construction of, and to equip and furnish, the University Unit and the Retail Unit.
- Blended Requisition Rate: The Parties recognize that as construction of the Building proceeds it will be impractical, on a Requisition-by-Requisition basis, to allocate costs in the manner described above. To that end, the Parties have prepared a projected (but estimated) allocation of Project Costs to each of the three cost categories described above, based upon their review of the College Park City Hall Redevelopment GMP Project Budget dated March 30, 2020. Based upon the Parties’ projected Project Cost allocations, they have, and hereby, agree that all Requisitions shall be paid as follows: 59.2% University; 40.8% City. Pursuant to Section 3.03, upon Final Completion, the Project Costs shall be audited by the Development Consultant to allocate both hard and soft costs to one or more of the categories in the first three bullet points of this Exhibit E, so as to reasonable and fairly categorize (and assign share of payment responsibility for) all Project Costs. After such audit and scrutinized line-item post-completion allocation, the parties shall make adjustments for the difference between actual Project Costs allocated appropriately and those Project Costs paid during construction using the Blended Requisition Rate.
- The following page sets forth a GMP Project Budget, which provides line item by item “Allocation Guidance” for how the parties agree to allocate Project Costs.

The following page sets forth a GMP Project Budget which provides line item by item “Allocation Guidance” for how the parties agree to allocate project costs.

[SEE ATTACHED]

**COLLEGE PARK CITY HALL REDEVELOPMENT PROJECT**  
**GMP PROJECT BUDGET**  
**4500 KNOX ROAD**  
**UPDATED: 3/30/2020**

| Building GSF Area Allocation |              |            |
|------------------------------|--------------|------------|
| Total                        | College Park | UMD        |
| 96,266 GSF                   | 35,027 GSF   | 61,239 GSF |
| 100%                         | 36.4%        | 63.6%      |

| GMP Cost Share Analysis                                 |                  |                        |               |   |
|---|------------------|------------------------|---------------|---|
| DESCRIPTION   | TOTAL GMP BUDGET | GMP Share College Park | GMP Share UMD | Allocation Guidance   |
| <b>CONSTRUCTION - GMP FOR HARD COSTS</b>                |                  |                        |               |   |
| Plaza Finishes  | \$ 2,505,326     | \$ 1,252,663           | \$ 1,252,663  | 50/50   |
| UMD Retail Outdoor Seating Area                         | \$ 119,426       | \$ -                   | \$ 119,426    | 100% UMD (4.55% of site area)                                       |
| Retail (Cold Dark Shell)                                | \$ 1,754,783     | \$ -                   | \$ 1,754,783  | 100% UMD  |
| Office (Core and Shell)                                 | \$ 21,988,822    | \$ 8,000,745           | \$ 13,988,077 | Per SF allocation   |
| College Park Interiors                                  | \$ 6,822,408     | \$ 6,822,408           | \$ -          | 100% College Park   |
| UMD Interiors   | \$ 5,483,076     | \$ -                   | \$ 5,483,076  | 100% UMD  |
| <b>Total GMP for Hard Costs</b>                         | \$ 38,673,841    | \$ 16,075,816          | \$ 22,598,025 |   |
|   |                  | 41.6%                  | 58.4%         |   |
| <b>CONSTRUCTION - OTHER</b>                             |                  |                        |               |   |
| Commissioning   | \$ -             | \$ -                   | \$ -          | Cost is budgeted in Design Contract                                 |
| Testing and Inspections                                 | \$ 180,000       | \$ 65,494              | \$ 114,506    | Per SF allocation   |
| Permit Expediting                                       | \$ 25,000        | \$ 9,096               | \$ 15,904     | Per SF allocation   |
| Building Permit Cost Allowance                          | \$ 562,933       | \$ 204,826             | \$ 358,107    | Per SF allocation   |
| Other Permits and Fee Allowances                        | \$ 500,000       | \$ 181,928             | \$ 318,072    | Per SF allocation   |
| <b>Total Construction - Other</b>                       | \$ 1,267,933     | \$ 461,344             | \$ 806,589    |   |
| <b>FURNITURE, FIXTURES &amp; EQUIPMENT</b>              |                  |                        |               |   |
| FFE Allowance - College Park                            | \$ 875,672       | \$ 875,672             | \$ -          | \$25/SF of office; 100% College Park                                |
| FFE Allowance - UMD                                     | \$ 1,530,978     | \$ -                   | \$ 1,530,978  | \$25/SF of office; 100% UMD   |
| Other   | \$ -             | \$ -                   | \$ -          |   |
| <b>Total FFE</b>  | \$ 2,406,650     | \$ 875,672             | \$ 1,530,978  |   |
| <b>A&amp;E</b>  |                  |                        |               |   |
| Design Contract   | \$ 1,289,960     | \$ 483,695             | \$ 806,265    | Allocation varies by scope of work (plaza costs split 50/50)        |
| Design Reimbursables                                    | \$ 38,700        | \$ 14,513              | \$ 24,188     | Allocation varies by scope of work (plaza costs split 50/50)        |
| Design Change Order - ASA #001 Building Changes         | \$ 42,000        | \$ 42,000              | \$ -          | 100% College Park   |
| Design Change Order - ASA #002 North Bar Retail         | \$ 12,000        | \$ -                   | \$ 12,000     | 100% UMD  |
| Design Change Order - ASA #003 3rd and 4th Fl. Interior | \$ 69,700        | \$ -                   | \$ 69,700     | 100% UMD  |
| Design Change Order - ASA #004 Structural Modifications | \$ 1,500         | \$ -                   | \$ 1,500      |   |
| Civil Engineer  | \$ 195,200       | \$ 72,732              | \$ 122,468    | Allocation varies by scope of work (plaza costs split 50/50)        |
| Civil Reimbursables                                     | \$ 3,000         | \$ 1,118               | \$ 1,882      | Allocation varies by scope of work (plaza costs split 50/50)        |
| Environmental   | \$ 39,000        | \$ 14,190              | \$ 24,810     | Per SF allocation   |
| Environmental Reimbursables                             | \$ 3,000         | \$ 1,092               | \$ 1,908      | Per SF allocation   |
| Environmental Change Order - Phase II                   | \$ 18,350        | \$ 6,677               | \$ 11,673     | Per SF allocation   |
| Environmental Change Order - SSDS                       | \$ 43,205        | \$ 15,720              | \$ 27,485     | Per SF allocation   |
| Environmental Change Order - IH Svcs                    | \$ 2,895         | \$ 1,053               | \$ 1,842      | Per SF allocation   |
| Environmental Change Order - Soil Testing               | \$ 100,000       | \$ 36,386              | \$ 63,614     | Per SF allocation   |
| Traffic Engineer  | \$ 23,500        | \$ 8,551               | \$ 14,949     | Per SF allocation   |
| Traffic Reimbursables                                   | \$ -             | \$ -                   | \$ -          |   |
| <b>Total A&amp;E</b>                                    | \$ 1,882,010     | \$ 697,725             | \$ 1,184,285  |   |
| <b>ORGANIZATIONAL AND PROFESSIONAL</b>                  |                  |                        |               |   |
| Legal - Project, Permits                                | \$ 50,000        | \$ 18,193              | \$ 31,807     | Per SF allocation   |
| Miscellaneous   | \$ -             | \$ -                   | \$ -          |   |
| <b>Total Organizational and Professional</b>            | \$ 50,000        | \$ 18,193              | \$ 31,807     |   |
| <b>DEVELOPMENT PROJECT MANAGEMENT FEE</b>               |                  |                        |               |   |
| Redgate Fee   | \$ 1,075,904     | \$ 400,882             | \$ 675,022    | Allocation varies by scope of work (plaza costs split 50/50)        |
| Redgate Reimbursables                                   | \$ 30,000        | \$ 11,178              | \$ 18,822     | Allocation varies by scope of work (plaza costs split 50/50)        |
| <b>Total Development Management Fee Costs</b>           | \$ 1,105,904     | \$ 412,060             | \$ 693,844    |   |
| <b>OWNER'S PROJECT CONTINGENCY</b>                      |                  |                        |               |   |
| Hard Cost Contingency                                   | \$ 1,933,692     | \$ 803,791             | \$ 1,129,901  | Reduced from 7.5% to 5% of Hard Costs (excl. Yale Ave. Parking Lot) |
| Soft Cost Contingency                                   | \$ 614,306       | \$ 223,518             | \$ 390,787    | 20% of Soft Costs   |
| <b>Total Contingency Costs</b>                          | \$ 2,547,998     | \$ 1,027,309           | \$ 1,520,689  |   |
| <b>TOTAL PROJECT COSTS</b>                              | \$ 47,934,336    | \$ 19,568,118          | \$ 28,366,217 |   |
|   | Check            | 40.8%                  | 59.2%         |   |

**EXHIBIT F**  
**Proportionate Share of Ownership Interest**

The Proportionate Share of Ownership Interest is based on each party's use or occupancy in the Building, determined as use inside the Building footprint, based on percentage of total gross square feet (GSF) of the Building:

|  | <b>City</b>  | <b>University</b> | <b>Retail</b> | <b>Total</b>  | <b>Source</b>            |
|--|--------------|-------------------|---------------|---------------|--------------------------|
| Total Building Use (by GSF)                      | 35,027 GSF   | 53,627 GSF        | 7,612 GSF     | 96,266 GSF    | <i>Design Collective</i> |
| <b>Proportionate Share of Ownership Interest</b> | <b>36.4%</b> | <b>55.7%</b>      | <b>7.9%</b>   | <b>100.0%</b> | <i>Calculated</i>        |

This applies in four contexts:

- A component of calculating Shared Project Costs in Exhibit E;
- A component of calculating the Initial University Contribution in Exhibit G;
- A method of calculating certain condominium expenses as more particularly described in Section 5.02(e)(iv); and
- A method of calculating distribution of casualty and condominium proceeds as more particularly described in Article XIII.

The City will maintain ownership of the Ground Unit and is responsible for routine maintenance of the plaza and exterior space; however, the City and University will share equally (50.0% each) in capital improvement costs of that exterior space.

**EXHIBIT G**  
**Initial University Contribution (Cash) Worksheet**

Since the University's use of the Building is greater than the University's relative land contribution into the project, the Parties have agreed to an equitable adjustment in the form of an up-front payment from the University to the City which constitutes the cash component of the Initial University Contribution. In addition to contributing .251 acres of land, the University will pay the City the Initial University Contribution in the amount of \$2,330,971 to ensure that the University's initial real property investment, measured by land contribution plus up-front payment, is proportionally equal to the percentage of its usage inside the Building, based on gross square feet (GSF), and a 50% share of space outside the building. As outlined above this is derived through a blended share of use assuming:

- *Inside the Building Footprint:* proportion of use in the building based on gross square feet (GSF), and;
- *Outside the Building Footprint:* a 50%/50% split use of the plaza and exterior hardscapes.

*See detailed calculation below*

|   | City          | University         | Total       | Source                   |
|---|---------------|--------------------|-------------|--------------------------|
| Initial Site Value - Contributed (2019)                       | \$6,690,000   | \$3,097,000        | \$9,787,000 | <i>Appraisal</i>         |
| Site Square Feet  | 48,760        | 10,928             | 59,688 SF   | <i>Design Collective</i> |
| <b>Area Inside Building Footprint (Base Building)</b>         |               |                    |             |                          |
| Building Footprint (Ground floor, with retail)                | --            | --                 | 23,942 SF   | <i>Design Collective</i> |
| % of Total Site   | --            | --                 | 40.1%       | <i>Design Collective</i> |
| Building Use (GSF)  | 35,027 GSF    | 61,239 GSF         | 96,266 GSF  | <i>Design Collective</i> |
| Building Use (%)  | 36.4%         | 63.6%              | 100%        | <i>Design Collective</i> |
| <b>Area Outside Building Footprint (Plaza and Hardscapes)</b> |               |                    |             |                          |
| Outside Building Footprint (Acreage)                          | --            | --                 | 0.82 acres  | <i>Design Collective</i> |
| Outside Building Footprint (SF)                               | --            | --                 | 35,746 SF   | <i>Design Collective</i> |
| % of Total Site   | --            | --                 | 59.9%       | <i>Design Collective</i> |
| Site Use (%)  | 50.0%         | 50.0%              | 100%        | <i>Design Collective</i> |
| <b>Overall Proportionate Share</b>                            |               |                    |             |                          |
| % Use of Total Site (Weighted Share)                          | 44.5%         | 55.5%              | 100%        | <i>Calculated</i>        |
| Implied Value Based on Use of Site                            | \$4,359,029   | \$5,427,971        | \$9,787,000 | <i>Calculated</i>        |
| Difference from Current Land Contribution                     | (\$2,330,971) | \$2,330,971        | --          | <i>Calculated</i>        |
| <b>Initial University Contribution (Cash)</b>                 | --            | <b>\$2,330,971</b> | --          |                          |

**EXHIBIT H**  
**Approved and Prohibited Uses of Retail Unit**

**I. General.** The City and the University have agreed that covenants relating to retail uses permitted and prohibited in the Retail Unit and the review of related leases will be incorporated into the Condominium Declaration as the “Retail Unit Permitted and Prohibited Uses”. The following outlines the items to be incorporated in

A. Review of Letters of Intent for Leases and Review of Leases: All letters of intent for retail leases and all retail leases will be subject to City review and comment as it relates to the retail use. The following City review process is proposed for all letters of intent and leases for all proposed uses:

1. The “Retail Unit Owner” will maintain regular communication with the City as retail tenants are solicited to occupy the Retail Unit. The City Manager will maintain communication with the Retail Unit Owner to ensure expeditious review of each letter of intent and each lease.
2. Information provided to the City Manager should include the tenant’s business name, name of the business owner/parent company, a proposed menu if any form of restaurant use, and opportunity to review a copy of the letter of intent and the proposed lease in person.
3. The City Manager will have **5 calendar days** to review the proposed tenant and use and related documents and provide comments to the Retail Unit Owner. During such period, the City Manager may express a preference to tenants that are locally owned and operated.

B. Retail Categories. “Retail Uses” fall in two categories:

1. **Approved:** Retail Uses supported and approved by the City Manager. Representative tenants are listed below in Section II.A. Retail Uses listed below in Section II.A. are automatically approved, but remain subject to review under Section IA. The Approved list set forth in Section II.A and the Prohibited Uses set forth in Section II.B represent the parties’ assessment of all categories of retail uses existing in the marketplace as of 2020. The parties also recognize that, with the passage of time, that new categories of retail tenants may be introduced to the marketplace. To that end, each party agrees, at the request of the other (not more frequently than twice per calendar year) to meet and confer on such new categories of retail to discuss and mutually agree on whether such unanticipated novel categories are mutually desired by both parties.
2. **Prohibited:** Retail Uses and representative tenants prohibited under any circumstance are listed below in Section II.B.

**II. Retail Uses:**

A. **Approved:** The following Retail Uses (and retail uses substantially similar to those listed below) are approved by the City regardless of specific retail tenant. Names of representative tenants are for illustrative purposes only and are not intended to limit actual tenants.

1. Full-Service Food and Beverage (F&B) If a liquor license, more than 50% of gross receipts should come from food sales. Examples include:
  - Busboys and Poets
  - Ledo Restaurant
  - Mulligan’s Grill and Pub
  - Pho Thom
  - The Board and Brew
  - Nando’s

2. Full-Service Coffee Shop, including sales of food and beverages hot and cold. Examples include:
  - Starbucks
  - Vigilante Coffee
  - Blue Bottle Coffee
  - Compass Coffee
3. Limited-Service, “Fast-casual” Food & Beverage (F&B). Examples include:
  - Bagel Place of College Park
  - Cava
  - Roti
  - District Taco
  - Starbucks
  - Sweetgreen
  - NuVegan Café
  - Panera
  - Pret a Manger
  - Northwest Chinese Restaurant
  - Taqueria Habanero
4. Newstand/Sundries/Gifts. Examples include:
  - BookHolders
  - University Book Center
  - Papyrus
  - WHSmith
5. Full-price Beauty/Services/Health. Examples include:
  - Aesop
  - Art of Shaving
  - Aveda
  - CVS
  - DryBar
  - L’Occitane
  - MAC Cosmetics
  - One Medical Group
  - Rite Aid
  - Ulta Beauty
  - Walgreens
  - Warby Parker
  - Spa/Yoga Studio
  - Shoe repair
6. Services. Examples include:
  - UPS, FedEx, or similar
7. Other Public Services. Examples include:
  - Doctor’s offices (physician, dentist, etc.)
  - Daycare
  - Employment agency or social services center
8. Soft Good Retailers, selling full-price clothing, apparel, shoes, etc. Examples include:
  - Under Armour
  - South Moon Under
  - Lululemon

9. Technology Retailers. Examples include:

- Apple
- Samsung
- Sprint
- Verizon

B. **Prohibited:** Retail Uses prohibited by the City and example representative tenants.

1. Fast food, such as Burger King, McDonald's, Taco Bell, Wendy's, Sbarro Pizza, or similar;
2. Establishments that exclusively offer take-out or delivery food;
3. Any 24-hour establishment, other than FedEx, UPS or similar business services provider;
4. Establishments operating primarily as bars;
5. Establishments primarily selling liquor or other alcohol;
6. Establishments selling tobacco, vaping, or similar;
7. Bargain convenience stores including 7-Eleven, Circle K, WaWa, or similar;
8. Bargain hair care, nail care, or other low-quality personal care or similar;
9. Any use by a Prohibited Person;
10. Any pornographic use, which shall include, without limitation: (x) a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational or similar to those sold in first-class national bookstores; (y) a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto or (z) a massage parlor;
11. Any use which emits or results in unreasonably offensive odors, fumes, dust or vapors, is a public nuisance, emits noise or sounds which are reasonably objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse;
12. Any so-called "head shop", or other establishment selling or exhibiting drug-related paraphernalia, for medicinal or recreational purposes, including medicinal marijuana;
13. Any "second hand" store, "surplus" store, "99 cent" store, or low-end discount store or thrift store, such as Five Below or similar;
14. Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
15. Any central laundry, laundromat or on-site dry cleaning;
16. Any pet store, veterinary hospital or animal raising or boarding facilities;
17. Any amusement or video arcade or other business deriving income from coin operated games, pool, billiard hall or ping pong parlor unless these uses are ancillary to an approved use;
18. Any gambling facility or operation, including but not limited to off-track or sports betting parlor; table games such as blackjack or poker; slot machines; video poker/blackjack/keno machines or similar devices or bingo hall;
19. Any church, temple, or mosque or other place for religious worship or spiritualist services;
20. Any mortuary or funeral home or chapel, sale or manufacture of tombstones or monuments;
21. Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lithe oil change service, tire center or gasoline or service station or facility;
22. Any check cashing service store, except as an incidental use to a full-service bank as permitted above;
23. Auction house or for the conduct of a public auction of any kind;
24. Dating or escort service;
25. Fund raising or solicitation for other purposes by means of telephone "bank" calls to the public from the premises;
26. Messenger service;
27. Any pawn shop, gun shop, or tattoo parlor;

28. Headquarters, center or other facility devoted or opposed to the promotion, advancement, representation, purpose or benefit of: (a) any political party, political movement or political candidate, (b) any religion, religious group or religious denomination, (c) any foreign governmental; and
29. Fortune teller or palm reader or card reader.

**EXHIBIT I**  
**Condominium Common Expenses**

**Pro Forma Table of Allocated Costs and Percentages<sup>1</sup>**

The following table illustrates how the parties have agreed that costs should be allocated to major elements. Each Allocated Cost should correspond to one of the following % splits:

- If cost is solely the responsibility of one Unit owner, that cost shall be allocated 100% to that owner.
- If the City, University, and Retail (TDC) are jointly responsible, the Proportionate Share of Ownership interest applies (detailed in Exhibit F):
  - City: 36.4%
  - University: 55.7%
  - Retail (TDC): 7.9%
- If only the City and University are responsible, the split shall be allocated based on the City and UMD's share of space in the building (GSF), excluding Retail (TDC):
  - City (29,338 GSF): 40.2%
  - University (43,681 GSF): 59.8%

| Allocated Costs  | City Unit  | University Unit | Retail Unit (TDC)   |
|--|--|-----------------|---|
| <b>1. Maintenance of Structural Improvements (not otherwise covered hereunder)</b> | 36.4%  | 55.7%           | 7.9%  |
| <b>2. Maintenance of other Common Elements (not otherwise covered hereunder)</b>   | 36.4%  | 55.7%           | 7.9%<br>• Note: Retail (TDC) is 100% responsible for the Retail Limited Common Elements |
| <b>3. Retail Outside Seating</b>   |  | ---             | Independent<br>100% to Retail (TDC)   |
| <b>4. Maintenance of HVAC</b>  | Shared between office units:<br>City: 40.2%<br>University: 59.8% |                 | Independent<br>100% to Retail (TDC)   |
| <b>5. Common Service Equipment (not otherwise covered hereunder)</b>               | 36.4%  | 55.7%           | 7.9%  |
| <b>6. Common Electrical Switchgear</b>   | 36.4%  | 55.7%           | 7.9%  |
| <b>7. Backup Generator</b>   | 36.4%  | 55.7%           | 7.9%  |
| <b>8. Plaza</b>  |  |                 |   |
| 8.1. Maintenance and Repair of Plaza Floor   | 100%   | ---             | ---   |

<sup>1</sup> This is a pro forma of allocated costs to be finalized by the parties cooperatively and in good faith as an exhibit to the Amended and Restated Declaration of Condominium for One College Park Condominium.

|  |   |  |      |
|--|---|--|------|
| General Common Element, in the ordinary course, not including expenditures for Capital Costs for Maintenance and Repair of physical structures |   |  |      |
| 8.2. Maintenance and Repair of physical Structure of Plaza Floor General Common Element which constitute Capital Costs                         | 36.4%   | 55.7%  | 7.9% |
| 8.3. Snow Removal (Plaza LCE and other sidewalks or exposed areas)   | 100%  | ---  | ---  |
| 8.4. Plaza landscaping and maintenance costs   | 100%  | ---  | ---  |
| 8.5. All other Base Costs (including Insurance)  | 36.4%   | 55.7%  | 7.9% |
| <b>9. Utility Costs.</b>   |   |  |      |
| 9.1. Electric  | Utility costs will be shared between City and University Units: <ul style="list-style-type: none"> <li>• City: 40.2%</li> <li>• UMD: 59.8%</li> </ul> | Individually metered<br>100% to Retail (TDC) |      |
| 9.2. Water   | Utility costs will be shared between City and University Units: <ul style="list-style-type: none"> <li>• City: 40.2%</li> <li>• UMD: 59.8%</li> </ul> | Sub-metered<br>100% to Retail (TDC)          |      |
| 9.3. Gas   | Utility costs will be shared between City and University Units: <ul style="list-style-type: none"> <li>• City: 40.2%</li> <li>• UMD: 59.8%</li> </ul> | Sub-metered<br>100% to Retail (TDC)          |      |
| <b>10. Loading Dock</b>  |   |  |      |
| 10.1. Operating Costs  | 36.4%   | 55.7%  | 7.9% |

|  |   |       |                                |
|--|---|-------|--------------------------------|
| 10.2. Capital Costs                                  | 36.4%   | 55.7% | 7.9%                           |
| <b>11. Elevators</b>                                 |   |       |                                |
| 11.1. Passenger Elevators                            | 40.2%   | 59.8% | ---                            |
| <b>12. General Common Elements Across All Floors</b> |   |       |                                |
| 12.1. Operating Costs                                | 40.2%   | 59.8% | Not applicable to Retail (TDC) |
| 12.2. Capital Costs                                  | 40.2%   | 59.8% | Not applicable to Retail (TDC) |
| <b>13. Trash Storage and Collection</b>              |   |       |                                |
| 13.1. Trash  | Collection:   |       | Collection & Hauling           |
|  | <ul style="list-style-type: none"> <li>• Common Areas: 100% City</li> <li>• Individual Units: Independent within each unit</li> </ul> |       |                                |
| 13.2. Recycling                                      | Hauling:  |       | Collection & Hauling           |
|  | <ul style="list-style-type: none"> <li>• 100% City</li> </ul>   |       |                                |

**EXHIBIT J**  
**Offer to Purchase Illustrative Examples**

If the City exercises its option to purchase the University Unit or the University Unit and the Retail Unit, the City will pay the University for two components: 1) reimbursement of the Initial University Contribution multiplied by the CPI Factor, and 2) the value of the University Unit (or the University Unit and Retail Unit) based on the appraisal. Below is an illustrative calculation of the City exercising its offer to purchase for the University Unit only.

|  | City  | University                                | Notes  |
|--|---|---|--|
| <b>City buys University Land: Initial University Contribution</b>  |   |   |  |
| <i>Land: total value based on CPI Factor escalation of Initial University Contribution</i>                                     |   |   |  |
| <i>City pays University</i>  | (\$7,852,328)                               | \$7,852,328                               | <b>Illustrative estimate</b><br>- Land only<br>- 20-year CPI Factor escalation* of Initial University Contribution (\$5,427,971) |
| <b>City buys University Unit</b>   |   |   |  |
| <i>Value based on appraisal of the University Unit, inclusive of the portion of Base Building Work attributed to that Unit</i> |   |   |  |
| <i>City pays University</i>  | (\$25,000,000)<br><i>Based on appraisal</i> | \$25,000,000<br><i>Based on appraisal</i> | <b>Illustrative estimate</b><br>- Illustrative, to be based on appraisal   |
| <b>Total Purchase</b>  | (\$32,852,328)                              | \$32,852,328                              |  |

\* Illustrative calculation assuming a baseline January 2020 price index value of 266.433 for the Bureau of Labor Statistics (BLS) CPI Factor index table for the Washington-Arlington-Alexandria, DC-MD-VA-WV metropolitan area, and an illustrative 20-year increase to 385.433.

**EXHIBIT K**  
**Project Schedule**

[SEE ATTACHED]

| ID | Task Mo | Task Name   | Duration | Start        | Finish       | Predecessors | Successors | % Complete | 2018 Qtr 1, 2018 Dec | 2018 Qtr 2, 2018 Jan | 2018 Qtr 3, 2018 Feb | 2018 Qtr 4, 2018 Mar | 2019 Qtr 1, 2019 Apr | 2019 Qtr 2, 2019 May | 2019 Qtr 3, 2019 Jun | 2019 Qtr 4, 2019 Jul | 2020 Qtr 1, 2020 Aug | 2020 Qtr 2, 2020 Sep | 2020 Qtr 3, 2020 Oct | 2020 Qtr 4, 2020 Nov | 2021 Qtr 1, 2021 Dec | 2021 Qtr 2, 2021 Jan | 2021 Qtr 3, 2021 Feb | 2021 Qtr 4, 2021 Mar | 2022 Qtr 1, 2022 Apr | 2022 Qtr 2, 2022 May | 2022 Qtr 3, 2022 Jun | 2022 Qtr 4, 2022 Jul | 2023 Qtr 1, 2023 Aug | 2023 Qtr 2, 2023 Sep | 2023 Qtr 3, 2023 Oct | 2023 Qtr 4, 2023 Nov | 2024 Qtr 1, 2024 Dec |  |  |  |
|----|---------|---|----------|--------------|--------------|--------------|------------|------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|--|--|--|
| 1  | ✓       | <b>Preliminary Design and Budgeting</b>                                 | 186 days | Mon 11/12/18 | Wed 7/31/19  |              |            | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 14 | ✓       | <b>Utility Approvals</b>  | 301 days | Mon 1/7/19   | Thu 3/12/20  |              |            | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 15 | ✓       | Pepco Load Letter Submission  | 1 wk     | Mon 1/7/19   | Fri 1/11/19  | 3            | 16         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 16 | ✓       | Pepco Load Letter Preliminary Review                                    | 2 mons   | Mon 1/14/19  | Fri 3/8/19   | 15           | 18         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 17 | ✓       | Washington Gas Load Letter Submission                                   | 3 wks    | Fri 9/27/19  | Thu 10/17/19 | 65           | 19         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 18 | ✓       | Prepare and Submit Pepco SFD  | 6 wks    | Fri 9/27/19  | Thu 11/7/19  | 65,16        | 118,20     | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 19 | ✓       | Washington Gas Application Review and Approval                          | 20 wks   | Fri 10/18/19 | Thu 3/12/20  | 17           | 118        | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 20 | ✓       | Pepco SFD Review Duration   | 11.4 wks | Fri 11/8/19  | Mon 2/3/20   | 18           | 114        | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 21 | ✓       | WSSC Service Connection Approval Date                                   | 0 days   | Tue 2/25/20  | Tue 2/25/20  | 37           | 118        | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 22 | ✓       | <b>Approvals and Permits</b>  | 296 days | Mon 3/4/19   | Thu 4/30/20  |              |            | 82%        | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 23 | ✓       | WCO Review and Approval of Exemption                                    | 10 days  | Mon 3/4/19   | Fri 3/15/19  | 4            | 34         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 24 | ✓       | Prepare DPIE SWM Concept Submission                                     | 36 days  | Mon 5/20/19  | Wed 7/10/19  | 12           | 31         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 25 | ✓       | Prepare SCD Concept Submission  | 29 days  | Mon 5/20/19  | Fri 6/28/19  | 12           | 29         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 26 | ✓       | Prepare MR Submission   | 6.4 wks  | Mon 5/20/19  | Wed 7/3/19   | 12           | 30         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 27 | ✓       | Schedule MR Staff Pre-Application Meeting                               | 2 days   | Mon 5/20/19  | Tue 5/21/19  | 12           | 28         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 28 | ✓       | MR Staff Pre-Application Meeting Window                                 | 5 days   | Mon 6/17/19  | Fri 6/21/19  | 27           | 30         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 29 | ✓       | SCD Concept Review and Approval   | 17 wks   | Mon 7/1/19   | Tue 10/29/19 | 25           | 36         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 30 | ✓       | Submit MR Documents, MR Review Duration                                 | 12.5 wks | Fri 7/5/19   | Wed 10/2/19  | 26,28        | 33FS+1 day | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 31 | ✓       | DPIE Concept Review and Approval  | 15.2 wks | Thu 7/11/19  | Mon 10/28/19 | 24           | 36         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 32 | ✓       | Submit Raze Permit Package (SCD, WSSC) for City Hall and Retail         | 1 wk     | Fri 9/27/19  | Thu 10/3/19  | 66           | 41,42      | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 33 | ✓       | Planning Board Meeting and Approval                                     | 0 days   | Thu 10/3/19  | Thu 10/3/19  | 30FS+1 day   | 34         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 34 | ✓       | MNCPPC Approval   | 0 days   | Thu 10/3/19  | Thu 10/3/19  | 33,23        | 35         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 35 | ✓       | Prepare Record Plat Submission, College Park and UMD Review Record Plat | 8 wks    | Thu 10/3/19  | Mon 12/2/19  | 34           | 38         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 36 | ✓       | Site Permit (SCD, SHA, DPIE, WSSC) Preparation and Submission           | 10 days  | Wed 10/30/19 | Tue 11/12/19 | 65,31,29     | 37         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 37 | ✓       | Site Permit (SCD, SHA, DPIE, WSSC) Review and Approval                  | 14 wks   | Wed 11/13/19 | Tue 2/25/20  | 36           | 21,43      | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 38 | ✓       | Prince George's County Record Plat Review and Approval                  | 20 wks   | Mon 12/2/19  | Thu 4/23/20  | 35           |            | 0%         | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 39 | ✓       | Prepare and Submit Building Permit Application                          | 2 wks    | Tue 12/3/19  | Mon 12/16/19 | 68           | 40         | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 40 | ✓       | Building Permit Expected Review Duration                                | 18 wks   | Tue 12/17/19 | Thu 4/23/20  | 39           | 43         | 75%        | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 41 | ✓       | Secure Raze Permits (City Hall Only)                                    | 4 wks    | Thu 12/26/19 | Thu 1/23/20  | 109,32       | 114        | 100%       | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |
| 42 | ✓       | Secure Raze Permits (Retail)  | 10 wks   | Wed 2/12/20  | Tue 4/21/20  | 32,112       | 116        | 95%        | [Gantt bar]          |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |  |  |  |

Project: College Park City Hall Redevelopment - Master Project Schedule  
Date: Wed 4/15/20

|           |  |                    |  |                       |  |                    |  |                |  |                 |
|-----------|--|--------------------|--|-----------------------|--|--------------------|--|----------------|--|-----------------|
| Task      |  | Project Summary    |  | Manual Task           |  | Start-only         |  | Deadline       |  | Manual Progress |
| Split     |  | Inactive Task      |  | Duration-only         |  | Finish-only        |  | Critical       |  | Slack           |
| Milestone |  | Inactive Milestone |  | Manual Summary Rollup |  | External Tasks     |  | Critical Split |  |                 |
| Summary   |  | Inactive Summary   |  | Manual Summary        |  | External Milestone |  | Progress       |  |                 |







**DECLARATION OF CONDOMINIUM  
FOR  
ONE COLLEGE PARK CONDOMINIUM**

[\_\_\_\_\_, 2020]

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**DECLARATION OF CONDOMINIUM  
FOR  
ONE COLLEGE PARK CONDOMINIUM**

**THIS DECLARATION OF CONDOMINIUM FOR ONE COLLEGE PARK CONDOMINIUM** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by the **CITY OF COLLEGE PARK**, a body corporate and politic and a political subdivision of the State of Maryland ("**Declarant**").

**Explanatory Statement**

- A. Declarant is the owner of all of that land in the City particularly described in **Exhibit A** attached hereto (the "**Property**").
- B. Declarant desires to divide the Property and the air rights and improvements located or to be located thereon into Units and Common Elements, as a "condominium," pursuant to the Condominium Act (hereinafter defined) and to convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth, each of which is for the benefit of such property and the subsequent Owners thereof.
- C. Contemporaneously with the recordation of this instrument the Declarant has caused that condominium plat entitled "**ONE COLLEGE PARK CONDOMINIUM**", to be recorded among the Condominium Plat Records of Prince George's County, Maryland as described in **Exhibit B** attached hereto.

**Declaration**

**NOW, THEREFORE**, the Declarant declares that all of the Property, together with all air rights and improvements now or hereafter constructed thereon and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "**covenants and restrictions**") set forth in this Declaration, including the provisions of the By-Laws of the Council of the Condominium, attached hereto as **Exhibit CC** and by this reference incorporated herein, all of which are declared and agreed to be in aid of a plan for improvement of the Property, and its division into Units and Common Elements, and shall be deemed to run with and bind on the Property, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any Person acquiring or owning an interest in

the Property and improvements, including, without limitation, any Person who holds such interest solely as security for the performance of an obligation.

**SUBJECT TO** the operation and effect of any and all instruments recorded among the Land Records before the recordation of this Declaration, and any and all other instruments and matters of record or in fact on the date hereof which, as a matter of law, have priority over the operation and effect of this Declaration.

## **1. DEFINITIONS; EXHIBITS.**

1.1. **Certain Definitions.** As used in this Declaration, the following terms have the following meanings.

**Access Easement:** the Access Easement as defined and established pursuant to Section 4.1.

**Access Facilities:** Easement Facilities consisting of driveways, covered hallways or walkways, sidewalks, bicycle paths and other related facilities constructed and maintained in the Easement Areas for the purpose of the Access Easement, together with general site lighting and security illumination for the Access Easement Area.

**Assessment:** an amount assessed by the Council against a Unit Owner with respect to a Unit, pursuant to Section 8.

**Assignee:** A successor of Declarant, as defined in Section 11.

**Board of Directors:** the board of directors of the Council.

**Building:** the mixed-use building being jointly developed on the Property pursuant to the terms of the Development Agreement.

**By-Laws:** those by-laws, the initial form of which is referred to in Section 6.2, and attached hereto as **Exhibit CC**, as from time to time amended.

**City:** the City of College Park.

**City Unit:** portions of the Building to be owned and used by the City for its new City Hall including a part of the first floor of the Building for an area for City offices and the second floor of the Building for additional offices and a new “City Council Chambers”, together to be identified on the Condominium Plat as Unit O-1.

**Code:** the Annotated Code of Maryland (in each instance of reference, whichever edition contains the most recent codification of the statute referred to), as from time to time amended.

**Common Elements:** as provided in Section 3.5.

**Common Expenses:** the aggregate of (i) any and all expenses incurred by the Council in the exercise of the rights and powers, and in the discharge of the duties, vested in, exercisable by or imposed upon the Council under the Condominium Act, this Declaration or the By-Laws, or incurred by the Council in connection with ownership and operation of the Condominium, and (ii) any and all amounts which the Council resolves to deposit in a reserve fund pursuant to the By-Laws. The Common Expenses shall be allocated among the Units in accordance with **Exhibit D** hereto.

**Common Profits:** for the period in question, the amount, if any, by which the Council Receipts for such period exceed the Common Expenses for such period.

**Condominium:** ONE COLLEGE PARK CONDOMINIUM.

**Condominium Act:** the statute entitled "Maryland Condominium Act" and codified as Title 11, §11-101 et seq., of the Real Property Article of the Code.

**Condominium Plat:** that plat as so designated on **Exhibit B** hereto, together with any amendatory plat thereto which at any time hereafter has become effective pursuant to the Condominium Act, this Declaration and the By-Laws.

**Condominium Regime:** the condominium regime to which, pursuant to §11-102 of the Condominium Act, all of the Property, improvements thereon and appurtenances thereto which from time to time collectively constitute the Condominium are subjected by the recordation among the Land Records of this Declaration, the By-Laws and the Condominium Plat, as from time to time amended.

**Contract Purchaser:** any Person who enters into a contract (other than a land installment contract, as that term is defined in Title 10, §10-101(b) of the Real Property Article of the Code, which has been recorded among the Land Records) which, at the time in question, entitles such Person to purchase a Unit from Declarant or any other Unit Owner, but who does not hold the legal title of record to such Unit.

**Contract Lien Act:** the statute entitled "Maryland Contract Lien Act" and codified as Title 14 of the Real Property Article of the Code.

**Council Receipts:** any and all monies beneficially received or derived by the Council in any manner whatsoever.

**Council or Council of Unit Owners:** the entity referred to as such in Section 6.1.

**County:** Prince George's County, Maryland.

**Declaration:** this instrument, as from time to time amended.

**Declarant:** the CITY OF COLLEGE PARK, a body corporate and politic and a political subdivision of the State of Maryland, as the Person originally so named above; such Person's successors; each Person to whom such named Person or any other Person who is the Declarant expressly assigns its rights as the Declarant hereunder in the manner set forth in Section 11, and each such assignee's heirs, personal representatives and successors; provided, that no Unit Owner, Mortgagee, Lessee or Contract Purchaser shall, merely by virtue of its status as such, be deemed to be Declarant.

**Development Agreement:** The Joint Development Agreement made by and between the Declarant and the State of Maryland for the use of the University System of Maryland on behalf of its constituent institution, The University of Maryland, College Park (the "University"), on \_\_\_\_\_, 2020, for the purposes of jointly designing, developing and constructing the Building and establishing the Condominium Regime.

**Development Plan:** means the submission made to the County Planning Board, as generally described in that board's staff report and power point presentation which included a project description and plan that may be reviewed at <https://tinyurl.com/r77type>, which was approved on October 3, 2019.

**Easement(s):** any one or more of the easements established pursuant to this Declaration, including, but not limited to, the Access Easement and the Utility Easement.

**Easement Area(s):** the areas or portions of the Units in which any Easement Facilities are located from time to time.

**Easement Facilities:** all or any of the improvements constructed or maintained in the Easement Areas for the purpose of any Easement created by this Declaration and including the Access Facilities and the Utility Facilities and other improvements constructed and maintained for any such purpose.

**Effective Date:** the latest date on which this Declaration, the By-Laws and the Condominium Plat are all recorded among the Land Records.

**Eligible Mortgage Holder:** a holder of a first Mortgage on a Unit who has requested notice from the Council of Unit Owners of amendments to the Condominium documents or other significant matters which would affect the interests of the Mortgagee.

**Ground Unit:** will be owned by the City and consist of the surface of the Property underlying any improvements to be constructed thereon and all areas under the surface of the Property, except for any footings and utility conduits and identified on the Condominium Plat as Unit G.

**Land Records:** the Land Records of the County.

**Lessee:** any lessee or sublessee of all or any part of a Unit from Declarant or another Unit Owner or Person.

**Major Decision:** shall mean certain decisions that require the affirmative vote of each of the owners of the City Unit and the University Unit including: (a) amendments to the Condominium Declaration, (b) amendments to the By-laws, (c) amendments to the Condominium Plat, (d) approval of annual operating budgets, (e) approval of capital improvements/expenditures in the General Common Elements, (f) restoration of the Building as a result of a casualty, (g) alterations or improvements to the General Common Elements or Limited Common Elements, (h) major repairs, (i) selection of contractors for the management, maintenance and operation of the Condominium, (j) adoption of rules and regulations, and (k) decisions to commence any litigation.

**Membership:** collectively, all of the Unit Owners in their capacities as members of the Council.

**Mortgage:** any mortgage or deed of trust encumbering any Unit, and any other security interest therein existing by virtue of any other form of security instrument or arrangement used from time to time in the locality of the Condominium (including but not limited to any such other form of security arrangement which arises under any deed of trust, sale-and-Leaseback documents, lease-and-leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

**Mortgagee:** the Person secured by a Mortgage.

**Mortgagee-in-Possession:** any Person who is either (i) a Mortgagee which has possession of a Unit as a result of a default under a Mortgage held by such Person, or (ii) the Unit Owner of a Unit as the result of the conveyance to such Person of the Mortgagor's equity of redemption therein either through a foreclosure proceeding under a Mortgage securing such Person and covering such Unit, or in lieu of such foreclosure proceeding.

**Mortgagor:** the Unit Owner of a Unit, the title to which is encumbered by a Mortgage.

**Occupant:** any Lessee or any other Person, other than a Unit Owner, in possession, occupancy and use of all or part of any Unit, and includes a party in

possession, use and occupancy of all or part of any Unit by virtue of a lease, license or other similar agreement with a Unit Owner.

**Percentage Interest in the Common Expenses and Common Profits:** that fraction of the Common Expenses and Common Profits which is appurtenant to a Unit and which the Unit Owner thereof shall have, all under §11-107(b) of the Condominium Act and Section 7.2.

**Permitted Users:** the visitors or invitees of an occupant,

**Person:** any natural person, trustee, corporation, partnership or other legal entity.

**Property:** the parcel described in **Exhibit A** attached hereto.

**Retail Unit:** those portions of the first floor of the Building intended to be owned and used for retail purposes, together identified on the Condominium Plat as Unit R-1 and Unit R-2.

**Rules and Regulations:** the rules and regulations adopted by the Council pursuant to the By-Laws, as from time to time in effect.

**State:** the State of Maryland.

**Structure:** any thing or device which constitutes a structure for purposes of the Zoning Ordinance, including, in addition thereto, any thing or device, the placement of which on any Unit might affect its physical appearance (including but not limited to any television or radio antenna, sign or signboard).

**Undivided Percentage Interest in the Common Elements:** that undivided interest in the Common Elements which is appurtenant to a Unit and is owned by the Unit Owner thereof, all under §11-107(a) of the Condominium Act and Section 7.2 of the Declaration.

**Unit:** as defined in Section 3.1.

**Unit Owner:** any Person or combination of Persons (including but not limited to Declarant) who holds the legal title to a Unit under a deed or other instrument, or (b) is the purchaser of a Unit under a land installment contract (as that term is defined in Title 10, §10-101(b) of the Real Property Article of the Code), if and only if such deed, other instrument or land installment contract is recorded among the Land Records at the time in question; provided, that: (i) no Lessee or Contract Purchaser shall, merely by virtue of such Person's status as such, be deemed to be a Unit Owner; and (ii) no Mortgagee shall be deemed to be the Unit Owner of a Unit unless and until such Mortgagee acquires of record the Mortgagor's equity of redemption therein.

**University Unit:** the areas comprising the third and fourth floor of the Building to be owned and used as office areas by the University and identified on the Condominium Plat as Unit O-2.

**Utility, Utilities:** electric, gas, water, sanitary sewer, storm-water, telephone, cable or other telecommunications utilities or services.

**Utility Facilities:** facilities installed within the Easement Areas providing Utility service to the Units, or otherwise with respect to the Condominium, including, collectively: storm-water drains, water pipes and other underground municipally-maintained or privately owned and maintained utilities and services, including related surface and above-ground appurtenant facilities; underground electric, gas, water, sanitary sewer, telephone, cable or other telecommunications utilities and services, including related surface and above-ground appurtenant facilities, as well as all necessary conduits, manholes, cables, wires, vaults, mains, pipes, valves, meters, fire hydrants, fixtures and related appurtenances, including related surface and above-ground appurtenant facilities, whether provided by the City or by a regulated public utility company, or by any other Person franchised or contracted by the City or City to provide such utilities or services for public use and benefit; and any other similar municipal, public or quasi-public utilities, facilities, services or functions now or hereafter furnished to the Condominium and the Units by governmental authority or public utility or service company or similar entity.

**Utility Easement:** the Utility Easement created and established pursuant to Section 4.1(b).

**Votes:** the votes which, under §11-109(c) of the Condominium Act and Section 7.3 hereof, the Unit Owners are entitled to cast in their capacities as such at meetings of the Membership.

**Zoning Ordinance:** the zoning regulations of the County, and the corresponding provision of the City Code, Part II: General Legislation, Chp. 190, "Zoning", as in force and effect as of the Effective Date and as the same may be amended from time to time hereafter.

1.2. **Other Definitions.** Any other term to which meaning is specifically given by this Declaration shall for purposes of this Declaration and the By-Laws be deemed to have such meaning.

1.3. **Rules of Construction.** Any term to which meaning is specifically given by this Declaration and/or the By-Laws, and which is used in the Condominium Act, shall wherever possible be construed in a manner which is consistent with any construction of such term as so

used in the Condominium Act. Where such consistency of construction is not possible, the definitions set forth hereinabove shall govern to the extent allowed by law.

1.4. **Exhibits.** The following Exhibits are attached hereto and incorporated herein by reference:

- (a) **Exhibit A** Property
- (b) **Exhibit B** Condominium Plat
- (c) **0** By-Laws
- (d) **Exhibit C** Allocation of Common Expenses
- (e) **Exhibit E** Percentage Interests
- (f) **Exhibit F** Retail Unit Use Restrictions

## 2. **CONDOMINIUM NAME.**

The name of the Condominium shall be "ONE COLLEGE PARK CONDOMINIUM."

## 3. **UNITS AND COMMON ELEMENTS.**

3.1. **Generally.** The Condominium shall be comprised of the Units and the Common Elements. Consistent with the Development Plan, the Property is intended to be developed with the Building with (i) portions of the first floor and second floor of the Building will be used for a public lobby and other common areas; (ii) portions of the Building will be used by the City for its new City Hall including a part of the first floor of the Building for an area for City offices, and part of the second floor of the Building for additional offices and a new "City Council Chambers" (collectively the "**City Unit**"); (iii) additional areas on the first floor of the Building are intended to be used for retail purposes (the "**Retail Unit**") and (iv) the areas comprising the third and fourth floor of the Building are designed to be used as office areas by the University (the "**University Unit**"), all within the units areas described in the Condominium Plat. The Ground Unit will be the Lot Consolidation of the land comprised of the Property underlying the Improvements to be constructed thereon. The "**Ground Unit**" will consist of the surface of the Property underlying any improvements to be constructed thereon and all areas under the surface of the Property, except for any footings and utility conduits. The Ground Unit will not include any surfaces such as paving, exterior stairs, landscaping or walkways. The City Unit, Retail Unit, University Unit and Ground Unit may herein also be referenced as a "Unit" or "Units".

3.2. **Units.**

(a) The general description and designation of each Unit in the Condominium, including its perimeters, approximate dimensions, area, identifying number or letter, location and such other data as may be legally sufficient to locate and identify it with reasonable certainty, is set forth in this Declaration and on the Condominium Plat.

(b) Every deed, lease, Mortgage or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Condominium Plat, and every such description shall be deemed good and sufficient for all purposes as provided in the Act. Each Unit shall have and be known by a number corresponding to the number shown with respect to it on the Condominium Plat.

(c) The location of each Unit within the Condominium, and the dimensions, of each Unit, are shown on the Condominium Plat and are more particularly defined by the following provisions of this Section 3.

(d) The Condominium Plat and this Declaration shall be given equal integrity and shall be construed together in aid of the establishment of the Condominium; but Declarant intends that the depiction of the Units as shown on the Condominium Plat shall govern where this Declaration is silent or in conflict with matters shown on the Condominium Plat.

3.3. **Description of Units.** For purposes of clarification and as a supplement to the description of the Units as set forth in the Condominium Plat, the Units shall generally consist of all of a three-dimensional space, and bounded and contained within the lateral and lower and upper boundaries, as follows: (a) The lateral perimetrical boundaries of each Unit are vertical planes erected at right angles coincidental with the surface boundary lines of the Unit as described on the Condominium Plat; and (b) The lower and upper boundaries of each Unit are horizontal planes extended to intersect the lateral perimetrical boundaries of the Unit. The elevations of such planes are shown on the Condominium Plat and if not so noted shall extend to the heavens.

3.4. **Incidents of Real Property.** Each Unit shall have all of the incidents of real property under applicable law. Nothing in this Declaration shall be deemed to confer upon (a) any Unit Owner, by virtue of its status as such, or (b) any other Person having any other interest in such Unit, by virtue of such interest, any interest in any other Unit.

3.5. **Common Elements.** The Common Elements consist of:

- (a) All of the Property, except the Units; and
- (b) Such other portions of the Property as may be now or hereafter shown and designated as Common Elements on the Condominium Plat.

Condominium Plat may designate general common elements or limited common elements, which are common elements that will be used for the particular Unit designated.

#### 4. **EASEMENTS WITH RESPECT TO UNITS AND COMMON ELEMENTS.**

##### 4.1. **Creation of Easements.**

Declarant creates and establishes the following perpetual, non-exclusive easements in, on, over, under and across each of the Units and the Common Elements, for the use in common of each Unit Owner and its Occupants, and the Council, and for the benefit of and as an appurtenance to each Unit:

(a) **Access Easement.** An Access Easement (the "**Access Easement**") for pedestrian passage on, over and across all sidewalks, hallways, covered halls or walkways, stairwells, elevator shafts, and the like which are developed within any Unit or the Common Elements pursuant to site plans and development plans approved by Declarant and applicable governmental authorities; provided, however, that:

(i) The Council and each Unit Owner whose Unit is burdened by such easement shall have the right to establish from time to time reasonable rules regulating access to and passage through the portions of such Unit burdened by the Access Easement for the purpose of promoting the safe and secure use of the same, and of the Units and the Unit Owners and Occupants thereof generally; and

(ii) Each Owner reserves the right any time and from time to time to exclude and restrain any Person who is not an Occupant of any Unit or its Permitted Users within the Condominium from the use and/or occupancy of the Access Easement Area on or within its Unit.

(b) **Creation of Utility Easement.** A Utility Easement (the "**Utility Easement**") for the installation, operation, flow, passage, use, maintenance, connection, repair, reconstruction, replacement, relocation and removal of Utility Facilities for the purpose of providing Utility service to each Unit and improvements thereon from all Utility services now or hereafter installed and

available in the Public Rights of Way adjoining the Property; provided, however, that:

(i) All Utility Facilities shall be constructed or installed in accordance with a site plan and development plan for each Unit approved by Declarant and any applicable governmental authorities, and shall not materially and adversely interfere with the planned or actual use or operation of the burdened Unit or any Building or other Structure located thereon; and

(ii) Except with respect to ground-mounted electrical transformers, or as may be necessary during of periods of installation, construction, maintenance, repair, replacement or temporary service, all Utility Facilities installed by a Unit Owner shall be located underground except for surface inlets, manholes and related surface appurtenances or except as otherwise required by governmental authority or Utility service provider; and,

(iii) No Structure, landscaping or other materials shall be placed or permitted which may damage or interfere with the use, construction, maintenance, operation and replacement of any Utility Facilities from time to time constructed or installed pursuant to the Utility Easement, provided, however, that the foregoing shall not be deemed to prevent the installation, construction, maintenance, replacement or reconstruction of other Easement Facilities or Structures within any Unit.

#### 4.2. **Easements for Encroachments.**

(a) If any portion of a Building or other Structure, constructed on any Unit pursuant to site plans or development plans approved by Declarant, encroaches upon any other Unit, then a valid mutual easement shall exist in favor of the respective Unit Owners involved to the extent of the encroachment.

(b) If any portion of the Condominium is partially or totally damaged or destroyed by fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed as authorized in the By-Laws of the Council and the Condominium Act, the encroachment of any portion of the Unit due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and the maintenance of the same shall exist so long as the building stands.

4.3. **Easements for the Benefit of the Council.** The Council of Unit Owners shall have an irrevocable right and an easement to enter the Units to make repairs to the Easement

Facilities when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. Except in cases involving manifest danger to public safety or property, the Council of Unit Owners shall give reasonable prior notice to the Owner of any Unit to be entered for the purpose of such repairs. No entry by the Council of Unit Owners for any of the purposes specified in this Section may be considered a trespass and the Council of Unit Owners is held harmless for any action it may take, in good faith, in reliance upon the provisions of this Section, except as may be provided to the contrary in §11-125(e) of the Condominium Act. Notwithstanding the foregoing, the Council shall promptly repair any damages inflicted on a Unit in the course of such entry.

4.4. **Appurtenant Easements.** All easements and rights described herein are easements appurtenant to and running with the Property, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, the Council of Unit Owners, and any Unit Owner, Mortgagee and other Person having an interest in the Condominium, or any part or portion thereof.

4.5. **Identification of Easements by Reference.** Recording of this Declaration among the Land Records, and reference in the respective deeds of conveyance or in any Mortgage to the easements and rights described in this Declaration shall be sufficient to create and reserve all easements and rights described in this Declaration in favor of the Unit Owners and their respective grantees and Mortgagees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in any Mortgage.

4.6. **No Implied Dedication.** Nothing contained in this Declaration shall be construed or deemed to constitute a dedication, express or implied, of any part of the Condominium to or for any public use or purpose whatsoever.

## 5. **REGULATION OF USE OF UNITS.**

No Unit shall be devoted to any Use other than as permitted under the applicable Zoning Ordinance to the extent applicable and as in effect from time to time, but in any event the Units shall not be used in a manner that would cause the Condominium to be characterized as “residential” for purposes of the Act. No noxious or offensive activity shall be carried on within any Unit, no noxious or offensive odor shall be permitted to emanate therefrom, and nothing shall be done thereon in any other manner, so as to render any Unit or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to the Council or any Unit Owner or other Occupant. The City Unit shall be used exclusively for office and administrative uses, including but not limited to the City Council’s chamber, offices and meeting space, unless the University consents in writing otherwise. The University Unit shall be used exclusively for office and administrative uses, including but not limited to faculty or staff office space and general academic uses, unless the City consents in writing otherwise. The Retail Unit shall be subject to the use restrictions more particularly described in **Exhibit F** unless the Unit Owners

unanimously consent in writing otherwise. However, any use restriction of the University Unit and the City Unit shall not continue to apply after any foreclosure of any mortgage financing for such Unit, and the restrictions on such Units shall be limited to general office use. However, any use restriction applicable to the Retail Unit shall continue to apply after any foreclosure of any mortgage financing for the Retail Unit.

## **6. COUNCIL OF UNIT OWNERS.**

### **6.1. Council of Unit Owners.**

(a) The Condominium's affairs shall be governed by the Council of Unit Owners, which is both a council of unit owners organized and existing under the Condominium Act and an unincorporated association in accordance with the Code, subject to adjustment or amendment in accordance with Section 2.1 of the By-Laws and Section 7.1 of the Declaration, as applicable.

(b) Membership in the Council of Unit Owners shall be comprised of and limited to all of the Unit Owners.

(c) The Council of Unit Owners shall have the rights, powers and duties which are vested in, exercisable by or imposed upon it by this Declaration, the By-Laws, or applicable law.

**6.2. By-Laws.** The Condominium's affairs shall be governed in accordance with the By-Laws, initially in the form of **Exhibit CC**, and as the same may be amended from time to time in accordance with its provisions, the Condominium Act and this Declaration.

**6.3. Council Property.** Except for its ownership of a Percentage Interest in the Common Expenses and Common Profits pursuant to the provisions of this Declaration, no Unit Owner shall, by virtue of its status as such or as a member of the Council, have either (a) any right, title or interest in or to any of the Council's property or other assets, or (b) any right to possess, use or enjoy any such property or other assets, other than as is expressly conferred upon it in this Declaration, the By-Laws, the Condominium Act or other applicable law, or by grant of right from the Council.

## **7. INCIDENTS OF UNIT OWNERSHIP; PERCENTAGE INTERESTS; VOTES.**

**7.1. The Units.** Each Unit in the Condominium shall have all of the incidents of real property. The Declarant shall, upon the Effective Date, own a fee simple interest in each Unit and is thereafter bound by the terms of the Development Agreement regarding disposition of each Unit.

## 7.2. **Undivided Percentage Interests.**

(a) Each Unit Owner shall own (i) an Undivided Percentage Interest in the Common Elements of the Condominium, and (ii) a Percentage Interest in the Common Expenses and Common Profits of the Condominium, equal to that set forth on **0E**, as the same may from time to time be amended or supplemented, except to the extent that the Common Expenses are allocated in accordance with **Exhibit D**.

(b) The Undivided Percentage Interest of each Unit in the Common Elements of the Condominium as well as each Unit Owner's Percentage Interest in the Common Expenses (except as otherwise expressly provided) and Common Profits of the Condominium, shall be determined by dividing the gross square footage of the Unit as shown on the Condominium Plat by the total gross square footage for all Units in the Condominium.

(c) The schedule set forth on **0E** shall have a permanent character and, except as specifically provided for in the Condominium Act and elsewhere in this Declaration, may not be changed without the written consent of all of the Unit Owners and all Mortgagees (except where such change is made pursuant to §11-107(d) of the Condominium Act).

(d) The Undivided Percentage Interests in the Common Elements, as well as the Percentage Interest in the Common Expenses and Common Profits of the Condominium, set forth on **0E**, as amended from time to time, and as otherwise provided in **Exhibit D**, may not be separated from the Units to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a Unit also shall affect, in like manner, the Undivided Percentage Interest in the Common Elements as well as the Percentage Interest in the Common Expenses and Common Profits of the Condominium appertaining to such Unit, whether or not such percentage interest is expressly described or mentioned.

## 7.3. **Votes.**

Each Unit Owner will have the number of votes as described herein (each, a “**Vote**”). The Ground Unit Owner will have one Vote. The Retail Unit Owner will have one Vote. The owner of the University Unit will have two Votes and the owner of the City Unit will have two Votes. However, any of the following Major Decisions (as defined herein) shall require the affirmative vote of each of the owners of the City Unit and the University Unit: (a) amendments to the Condominium Declaration, (b) amendments to the By-Laws, (c) amendments to the Condominium Plats, (d) approval of annual operating budgets, (e) approval of capital improvements/expenditures in the General Common Elements, (f) restoration of the Building as

a result of a casualty, (g) alterations or improvements to the General Common Elements or Limited Common Elements, (h) major repairs, (i) selection of contractors for the management, maintenance and operation of the Condominium, (j) adoption of rules and regulations, and (k) decisions to commence any litigation (each, a “**Major Decision**”). In the event that the Unit Owners are unable to agree on an annual operating budget as a Major Decision, the annual operating budget then in effect for the immediately preceding year plus a pro-rata increase of two percent (2%) for each budget line item shall serve as the annual budget for the current fiscal year until such time as an annual operating budget is agreed.

The Vote which a Unit Owner is entitled to cast shall be appurtenant to, and may not be separated from, its Unit. Nothing in this Section shall be deemed to prohibit any Unit Owner from giving a proxy to cast such Vote to any Person in accordance with this Declaration and the By-Laws, or to alter or impair the operation and effect of any provision of this Declaration, the By-Laws or applicable law pursuant to which either (i) a Unit Owner's right to cast such Vote may be suspended, or (ii) its exercise of such right may be conditioned upon its having furnished to the Council any information which it is required to furnish under any such provision.

If the Unit Owners cannot resolve any dispute over a Major Decision, the Unit Owners shall meet and use good faith efforts to attempt an informal resolution of the dispute. If the Unit Owners are unable to reach a resolution of the dispute within ten (10) Business Days following the date on which one Unit Owner gives notice to the other of the dispute, then the parties will engage in non-binding mediation and use good faith efforts to resolve the dispute within an additional ten (10) Business Days. Thereafter, if the dispute over a Major Decision cannot be resolved, then either Unit Owner may exercise all rights and remedies provided to it at law or in equity, including injunctive relief, a declaratory action, or specific performance.

## **8. ASSESSMENTS.**

### **8.1. Covenant for Maintenance Assessments.**

(a) Each Unit Owner within the Condominium, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Condominium those Assessments established and levied pursuant to the Condominium's By-Laws and §11-110 of the Condominium Act.

(b) Payment of any Assessment levied with respect to a Unit pursuant to this Declaration or the By-Laws, and any installment thereof, together with interest and late charges, the costs of collection, and reasonable attorney's fees,

may be enforced by the imposition of a lien on the Unit in accordance with the provisions of the Contract Lien Act, to the extent permitted by law.

(c) Any lien imposed pursuant to the provisions of the Contract Lien Act shall bind the Unit to which the lien attaches in the hands of the Unit Owner, its successors and assigns, to the extent permitted by law. The personal obligation of the Unit Owner to pay the Assessment shall, however, remain its personal obligation for the statutory period and a suit to recover money for nonpayment of any Assessment levied pursuant to this Declaration or the By-Laws, and any installment thereof, may be maintained without foreclosing or waiving any lien imposed to secure the payment of such Assessment and without waiving the right of the Council of Unit Owners to petition to establish such a lien.

(d) Subject to the limitations of the Contract Lien Act, any lien established pursuant to the Contract Lien Act may be enforced and foreclosed in the same manner, and subject to the same requirements, now or hereafter provided for the foreclosure of Mortgages on property in the State containing a power of sale or an assent to a decree, to the extent permitted by law. Suit for any deficiency following foreclosure may be maintained in the same proceeding.

## **9. MAINTENANCE RESPONSIBILITIES.**

9.1. **Unit Owners' Duty to Maintain Units - Generally.** Upon completion of the Units, the Unit Owner shall, at its own expense, maintain such Unit and its portion of any Building or other Structure situated thereon (including portions of such Building which encroach upon any other Unit pursuant to development plans and specifications approved by Declarant as provided elsewhere in this Declaration) and all equipment, appliances or fixtures situated therein, and including all mechanical equipment and appurtenances located outside such Unit which are designed, designated or installed to serve only that Unit, and including any improvements installed within any portion of any of the Units in exercise of any right of way or easement granted to such Unit Owner under this Declaration, or by the Council pursuant hereto, in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of its Unit.

### **9.2. Access at Reasonable Times for Failure to Maintain.**

(a) The Council of Unit Owners, or its designee, including any management agent, shall have an irrevocable right and an easement to enter Units, upon prior written notice, for the purpose of making repairs to the Easement Areas and the Easement Facilities in accordance with Section 4.3 above.

(b) All costs related to such correction, repair or restoration shall become a lien upon such Unit, and such lien may be enforced in the same manner as an Assessment levied in accordance with Section 8. Any such lien shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Unit shall not affect such lien. However, the sale or transfer of any Unit pursuant to foreclosure of any first Mortgage or any proceeding or act in lieu thereof, shall extinguish any such lien as to payments which become due prior to such sale or transfer.

(c) No sale or transfer of the Unit shall relieve such Unit from liability for any Assessments thereafter becoming due or from any lien imposed pursuant to this Section.

(d) No amendment to this Section shall affect the rights of the holder of any first Mortgage on any Unit (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

9.3. **Manner of Repair and Replacement.** All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first class quality.

9.4. **Damage Originating from Unit.** Each Unit Owner shall be responsible, and, promptly after demand, shall reimburse the Council of Unit Owners, for the insurance deductible payable in connection with maintaining, repairing or replacing any damage to the Common Elements, Easement Facilities or any portion of a Unit which damage originates from such Owner's Unit. Such reimbursement shall be collected by the Council of Unit Owners from the Unit Owner obligated therefor, in the same manner as set forth in the By-Laws for the collection of Assessments. In the event that the Condominium Act at any time, or from time to time, allows the Council of Unit Owners to assess the cost of repairs upon a Unit Owner whose negligence or willful action causes the need for such repairs, the Council of Unit Owners shall have the right and power to collect such costs from the Unit Owner found to be responsible.

9.5. **Control of Common Elements, Easement Facilities.** Anything in this Section 9 to the contrary notwithstanding, the Council may:

(a) borrow money to improve the Common Elements, Easement Areas and Easement Facilities in accordance with the provisions of this Declaration; and

(b) adopt reasonable Rules and Regulations governing the use of the Common Elements and Easement Areas and Easement Facilities by Unit Owners, their Occupants, and their respective agents, employees, officers and invitees, or any other Person in accordance with the procedures and requirements set forth in

§11-111 of the Condominium Act, which Rules and Regulations shall contain a certification that they have been adopted in accordance therewith.

9.6. **Management of Condominium.** The Council may enter into an agreement with any Person for such Person to provide management services to the Council or the Unit Owners for the Condominium, on such terms as are satisfactory to the Council. Such managing agent may be the Declarant or an affiliate of the Declarant. The managing agent shall be entitled to receive a fee (which shall constitute a Common Expense), as determined by the Declarant or the Council, as applicable, to cover such managing agent's administration costs. Until such manager is retained on behalf of the Council, the Declarant shall have the right to provide management of the Condominium on behalf of the Council and the Owners.

## 10. **RIGHTS OF MORTGAGEES.**

### 10.1. **Generally.**

(a) Regardless of whether a Mortgagee-in-Possession of a Unit is the Unit Owner thereof, (i) it shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under this Declaration, the Condominium Plat, the By-Laws and applicable law which would otherwise be held by such Unit Owner, and (ii) the Council and any other Unit Owner or Person shall be entitled, in any matter arising under this Declaration and involving the exercise of such rights, to deal with such Mortgagee-in-Possession as if it were the Unit Owner thereof.

(b) Any Mortgagee-in-Possession of a Unit shall (subject to the operation and effect of this Declaration, the By-Laws or applicable law) bear all of the obligations under the provisions thereof which are borne by the Unit Owner thereof; provided, that nothing in this Section shall be deemed in any way to relieve any Unit Owner of any such obligation, or of any liability to such Mortgagee-in-Possession on account of any failure by such Unit Owner to satisfy any of the same.

10.2. **Priority over Assessment.** The interest in a Unit held by a Mortgagee thereof under its Mortgage shall be (a) free of any claim or lien for any Assessment levied against such Unit before such Mortgage is recorded among the Land Records, unless before such recordation a "statement of lien" (as that term is defined in §14-203 of the Contract Lien Act, and sufficient for the purposes thereof) covering such Assessment is recorded among the Land Records, other than any claim for a pro rata share of the amount represented by such Assessment which results from any pro rata reallocation of such Assessment among all of the Units, including such Unit; and (b) free of any such claim or lien arising after such Mortgage is recorded, and before such Mortgagee is a Mortgagee-in-Possession of such Unit, except for any priority of any lien pursuant to §11-110(f) of the Condominium Act.

10.3. **Actions Conditioned on Mortgagee's Approval.** Unless each Eligible Mortgage Holder of each Unit which would be affected thereby has given its written approval thereof, neither the Council nor any Unit Owner shall by act or omission:

- (a) partition or subdivide, or seek to partition or subdivide, any such Unit;
- (b) except as is otherwise permitted by this Declaration, seek to abandon, partition, subdivide, encumber, sell or transfer any of the Common Elements; or
- (c) use any proceeds derived from hazard insurance and paid to the Council on account of any damage to or destruction of any of the improvements within any Unit or the Common Elements, for other than the repair, replacement or reconstruction of such improvements, except to the extent and in the manner provided by the Condominium Act in the case of substantial loss to the Units or the Common Elements.

10.4. **Inspection; Statement and Notice.** A Mortgagee shall, upon express, written request to the Council, and provided that it has furnished the Council with the information which it is required by the By-Laws to so furnish the Council, in the manner set forth therein, be entitled to:

- (a) Inspect the Council's books and records during normal business hours;
- (b) Require the Council to prepare at such Mortgagee's expense, and furnish to such Mortgagee, an annual financial statement of the Council certified by the Council's independent accountant within one hundred twenty (120) days after the end of any fiscal year of the Council;
- (c) Be given by the Council timely written notice of all meetings of the Membership, and designate a representative to attend all such meetings; and
- (d) Be given by the Council written notice of any of the following to the extent affecting a Unit in which Mortgagee maintains an interest, at least ten (10) days before the Council takes any action to give effect thereto:
  - (i) any proposed amendment of this Declaration, the By-Laws or the Condominium Plat which would change
    - A. the boundaries of any Unit,

B. the Undivided Percentage Interest in the Common Elements or the Percentage Interest in the Common Expenses and Common Profits which is appurtenant to any Unit,

C. the number of Votes held by the Unit Owner of any Unit, or

D. the purposes to which any Unit or the Common Elements are restricted in this Declaration, the By-Laws or the Condominium Plat;

(ii) any proposed termination of the Condominium Regime;

(iii) any condemnation or eminent domain proceeding affecting either (A) such Mortgagee's Unit or (B) all or any material portion of the Common Elements;

(iv) the occurrence of any significant damage to or destruction of the Common Elements;

(v) any default by the Unit Owner of such Mortgagee's Unit in performing such Unit Owner's obligations under this Declaration or the By-Laws which is not cured within sixty (60) days after such default commences; and

(vi) any lapse, cancellation or material modification of any insurance policy held by the Council, or of any surety or other bond under which the Council is a beneficiary.

**10.5. Rights on Damage or Destruction.** If any or all of a Unit is damaged substantially, destroyed or made the subject of any condemnation or eminent domain proceeding, or the acquisition thereof is otherwise sought by any condemning authority, each Unit Owner and each Mortgagee shall have such rights in connection therewith as are set forth in the Condominium Act, this Declaration and the By-Laws (including but not limited to those provisions which govern the disposition or distribution of the proceeds thereof, any resulting reallocation of the respective Undivided Percentage Interests in the Common Elements, percentage interests in the Common Expenses and Common Profits and the Votes which are appurtenant to the Units, and any restoration or repair of the Condominium necessitated thereby).

## **11. SUCCESSORS OF DECLARANT.**

Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may not be assigned or transferred (exclusively or non-exclusively) by the Declarant to its successors and assigns (hereinafter referred to as an

"Assignee") by an instrument in writing, except for the deed that will convey the University Unit to the University and the deed that will convey the Retail Unit to either the University or its designee. Except as expressly set forth in the Development Agreement, (i) the Declarant does not assume and shall not be responsible for any liabilities, warranties or obligations which have or may accrue to any such Assignee under this Declaration or pursuant to law in connection with such Assignee's development of any lot or parcel of land subject, or to be subjected, to this Declaration, including, but not limited to, any liabilities, warranties or obligations concerning any Units, Common Elements or other improvements constructed, or to be constructed, by or on behalf of any such Assignee, and (ii) such Assignee does not assume and shall not be responsible for any liabilities, warranties or obligations which have or may accrue to the Declarant under this Declaration or pursuant to law in connection with the development of any lot or parcel of land subject, or to be subjected, to this Declaration, including, but not limited to, any liabilities, warranties or obligations concerning any Units, Common Elements or other improvements constructed, or to be constructed, by or on behalf of the Declarant. Any such written assignment or transfer shall specify that the Assignee has the obligation to meet the registration and disclosure requirements of the Condominium Act regarding any Units, Common Elements or other improvements constructed, or to be constructed, by or on behalf of such Assignee.

## **12. AMENDMENT, TERMINATION AND WAIVER.**

### **12.1. Amendment.**

(a) Except as otherwise provided in the Condominium Act or the By-Laws, this Declaration may be amended only with the written consent of each of the owners of the City Unit and the University Unit. No amendment shall be effective until it is recorded in the same manner as this Declaration.

(b) The Declarant and the University intend that this Declaration, the By-Laws and the Condominium Plat be amended and restated (the "Amended and Restated Condominium Documents") upon substantial completion of the Building to conform with the Building as-built and to incorporate into the Amended and Restated Condominium Documents all applicable terms of the Development Agreement as agreed to by the parties.

### **12.2. Consent for Construction, Development and Expansion; Grant of Power of Attorney.**

Except as otherwise provided in this Declaration or the By-Laws, each Unit Owner hereby agrees to cooperate fully with each and every other Unit Owner and the Declarant in the development of the Property. Without limiting the generality of the foregoing, to the extent that any Unit Owner or the Declarant requires site plans, permits, consents, approvals, utility easements or other rights or information from other Unit Owners in order to fulfill any requirements imposed by any state or local governmental or quasi-governmental agencies (in

connection with the use or development of such Unit Owner's Unit and its related facilities or any property being developed by the Declarant) such other Unit Owners hereby agree to provide such consents, approvals, rights or information, provided however that (i) all costs reasonably related to providing such rights or information shall be borne by the requesting Unit Owner or the Declarant (if the Declarant is the requesting party) and (ii) providing such rights or information shall not materially interfere with the use or operation of the providing Unit Owner's Unit nor violate this Declaration.

12.3. **Termination and Waiver.** Subject to any applicable zoning and planning requirements and restrictions, the Condominium regime established by the recordation of this Declaration and the Condominium Plat may be terminated by a Deed of Termination executed by Unit Owners representing not less than one hundred per cent (100%) of the Votes and otherwise in a manner designed to indicate their consent to such termination, and by all Persons holding Mortgages with respect to any Units in the Condominium, all in the manner provided in §11-123 of the Condominium Act. Any such termination shall be effective only upon the recordation of a Deed of Termination among the Land Records.

### 13. MISCELLANEOUS.

#### 13.1. Construction and Enforcement.

(a) The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of a condominium project. Enforcement of this Declaration and of the By-Laws shall be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Unit to enforce any lien created hereby, or by any proceeding permitted by the By-Laws; and the failure or forbearance by the Council of Unit Owners, or the Owner of any Unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any award for relief shall include reimbursement for costs and reasonable attorney's fees.

(b) There shall be and is hereby created and declared to be a conclusive presumption that any violation or breach, or any attempted violation or breach, of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages.

13.2. **Captions.** The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

13.3. **Conflict.** If any conflict arises between any provision of this Declaration and any provision of the law of the State of Maryland, when permitted by the Condominium Act, the provisions of this Declaration shall control.

13.4. **Effectiveness.** This Declaration shall become effective on and only on its having been executed and acknowledged by Declarant and recorded among the Land Records.

13.5. **Applicable Law.** This Declaration shall be given effect and construed by application of the law of the State, and any action or proceeding arising hereunder shall be brought in the State courts located in the County.

13.6. **Severability.** No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the By-Laws, the Condominium Plat or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) such provision in any instance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with, applicable law.

13.7. **Contract Purchasers and Lessees.** Nothing in this Declaration or the By-Laws shall be deemed in any way to condition the effectiveness of any action upon the consent thereto or joinder therein of any Contract Purchaser or Lessee of a Unit, notwithstanding that such effectiveness may be conditioned upon the consent thereto or joinder therein of the Unit Owner of such Unit.

13.8. **Exhibits.** Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

13.9. **General Plan of Development.**

(a) This Declaration, the By-Laws, the Condominium Plat and the Development Agreement shall conclusively be deemed to be part of a general plan or scheme of development and use for the Condominium. Further, as such, the Declaration, the By-Laws and the Condominium Plat shall be deemed to be covenants running with, binding upon, benefiting and burdening the respective titles to each Unit and the Common Elements; provided, that the same shall not be deemed covenants running with, binding upon, benefiting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to) any land not contained within the Condominium.

(b) If any Unit Owner or other Person fails to comply with this Declaration, the By-Laws or the Condominium Plat, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief or both, (a) in any

or all of the Council and each Unit Owner (including Declarant if it is a Unit Owner), and their respective successors and assigns, and (b) in Declarant (even if Declarant is not a Unit Owner) if such failure affects any right or power granted or reserved to Declarant by or pursuant to this Declaration, the By-Laws or the Condominium Plat.

(c) Both Declarant, by delivering to any Person a deed conveying to such Person the title to a Unit, and such Person, by accepting such delivery, shall be deemed thereby to have agreed with each other, the Council and each other Unit Owner, to be bound in this Declaration, the By-Laws and the Condominium Plat.

(d) Any lease or licensing agreement entered into by a Unit Owner or another Person and covering any or all of a Unit, or by the Council and covering any of the Common Elements, shall be in writing and shall expressly provide that (a) the terms of the lease or license thereby created are in all respects subject to the operation and effect of this Declaration, the By-Laws and the Condominium Plat, and (b) any failure by the Lessee or licensee thereunder to comply therewith shall be a default under such agreement. To the extent that any such agreement does not expressly so provide, it shall be deemed to do so.

(e) Each Person who, together with any other Person, is a Unit Owner or a Lessee shall be jointly and severally liable for adhering to the terms and satisfying the conditions hereof.

#### 13.10. **Notices.**

(a) Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to any Person shall be

(i) in writing; and

(ii) deemed to have been provided-

A. (1) forty-eight (48) hours after having been deposited as first-class mail (or, if required in this Declaration, as certified or registered mail, return receipt requested) in the United States mails, postage prepaid, or (2) on the next business day after having been deposited (in time for delivery by such service on such business day) with Federal Express or another national courier service, or (3) (if such party's receipt is acknowledged in writing) upon having been sent by telefax or another means of

immediate electronic communication, and (4) in each case addressed:

(iii) if the addressee is Declarant, such address in the United States of America as Declarant may designate from time to time by notice to the Council;

(iv) if the addressee is the Council, to the address of the Council's President, or to such other address in the United States of America as the Council may designate from time to time by notice to the Unit Owners;

(v) if the addressee is a Unit Owner (other than Declarant) or a Mortgagee who (in accordance with the By-Laws) has notified the Council of its status as such and furnished the Council with its address in the United States of America, to such Person's said address (herein referred to as such Person's "Notice Address"); and

(vi) if the addressee either (1) has not so notified the Council and furnished it with its address, as aforesaid, or (2) is any other Person, to such address in the United States of America as is used by the United States Postal Service for the delivery of mail to such Person or its Unit; or on actual hand or other delivery to such Person.

(b) Anything in this Declaration to the contrary notwithstanding, unless a Unit Owner or a Mortgagee has notified the Council of its status as such and furnished the Council with its address in accordance with the By-Laws, such Person shall have no right under the provisions thereof or of this Declaration (a) to be given any notice, demand, consent, approval, request or other communication or document by the Council, (b) to participate in the consideration of or cast any Vote on any question voted upon by the Membership, or (c) otherwise to be recognized as such by the Council or any Unit Owner.

13.11. **Waiver of Reversionary Right.** The provisions of this Declaration shall not be construed as conditions subsequent, or as creating a possibility of reverter, and no provision hereof shall be deemed to vest in Declarant or any other Person any reversionary right with respect to any Unit or the Common Elements. Any such reversionary right is hereby expressly waived.

13.12. **No Merger.** It is the intention of the Declarant that, notwithstanding the fact that the Property and subsequently all Units will be owned by the Declarant for a period of time prior to and after the recording of this Declaration, the By-Laws and the Condominium Plat, the rights

and obligations created by this Declaration shall not void the Development Agreement, which agreement shall neither merge into any deed conveyed to the Declarant for the Property nor into the Condominium Documents, described herein and related deeds, but instead the Development Agreement shall survive such conveyances and ownership and shall continue in full force and effect until the Amended and Restated Condominium Documents are fully signed and recorded in the Land Records. In the event that there is a conflict of terms between the Declaration, including the By-Laws, and the Development Agreement, then the document with the more specific terms relating to the circumstances shall control. For example, the provisions relating to “Major Decisions” or damage and destruction during the period of construction found in the Development Agreement would govern over the provisions addressing “Major Decisions” in this Declaration.

[Signature follows on next page]

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Condominium to be executed in its name by its duly authorized officer.

WITNESS:

**CITY OF COLLEGE PARK**

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

By:\_\_\_\_\_  
Scott Somers, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:\_\_\_\_\_  
Suellen M. Ferguson, City Attorney

**Acknowledgement**

STATE OF MARYLAND, CITY OF \_\_\_\_\_:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public of said state personally appeared Scott Somers, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized City Manager of the City of College Park, and that such person, as such duly authorized officer, executed the foregoing instrument for the purposes therein contained by signing the same in my presence.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

The undersigned hereby certifies that the above instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
Kimberly J. Min, Esq.

**Exhibit A**  
**Property**

**Exhibit B**

**Condominium Plat**

That condominium plat entitled "One College Park Condominium", which is recorded or intended to be recorded among the Condominium Plat Records of Prince George's County, Maryland contemporaneously with this Declaration.

**Exhibit C**

**By-Laws**

**ONE COLLEGE PARK CONDOMINIUM  
CONDOMINIUM BY-LAWS**

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## 1. DEFINITIONS: APPLICABILITY.

1.1. **Certain Definitions.** In addition to the terms defined in Section 1 of the Declaration of Condominium, the following terms have the following meanings:

(a) "**Annual Membership Meeting**" means an annual meeting of the Membership, held pursuant to Section 3.2.

(b) "**Board Meeting**" means a meeting of the Board of Directors held pursuant to Section 4.2.

(c) "**Council Property**" means any and all real or personal property or other assets beneficially owned by the Council at any time.

(d) "**Declaration**" means the Declaration recorded among the Land Records immediately before the recordation of the initial form of the By-Laws, and by which the property constituting the Condominium was subjected to the Condominium Regime, as from time to time amended.

(e) "**Director**" means a member of the Board of Directors.

(f) "**Majority**" means more than fifty percent (50%).

(g) "**Manager**" means a Person whom the Council employs, or with whom it contracts, to manage the Condominium or the Council's affairs pursuant to Section 4.4.

(h) "**Membership Meeting**" means an Annual Membership Meeting or a special Membership Meeting.

(i) "**Officers**" means, collectively, the President, the Vice-President, the Secretary, the Treasurer, each Assistant Secretary, each Assistant Treasurer, and the holder of each other office which the Board of Directors creates pursuant to Section 4.4.

(j) "**SDAT**" means the Maryland State Department of Assessments and Taxation.

1.2. **Definitions.** Any other term to which meaning is specifically given by the By-Laws shall for purposes of the Declaration and the By-Laws be deemed to have such meaning.

1.3. **Construction of Terms.** Any term to which meaning is specifically given in the Declaration or the By-Laws, and which is used in the Condominium Act, shall, wherever possible, be construed in a manner which is consistent with any construction of such term as so

used in the Condominium Act. Where such consistency of construction is not possible, the meaning given by the Declaration or the By-Laws shall govern to the extent allowed by law.

## **2. COUNCIL OF UNIT OWNERS.**

2.1. **Function.** Pursuant to Section 6 of the Declaration, and in accordance with §11-109 of the Condominium Act, the Condominium's affairs shall be governed and administered by the Council of Unit Owners, which shall be an unincorporated association pursuant to §11-109 of the Code. Notwithstanding the foregoing, the Council of Unit Owners, acting in accordance with the Section 7.3 of the Declaration, may elect in the future to incorporate the association.

2.2. **Powers and Duties.** The Council shall have all of the rights, powers and duties which are vested or imposed (a) in a council of unit owners by the Condominium Act (to and only to the extent that the vesting of such powers is consistent with the Declaration and the By-Laws); (b) a nonstock corporation by the Corporations and Associations Article of the Code (to and only to the extent that the vesting of such powers is consistent with the Condominium Act, the Declaration and the By-Laws); or (c) in the Council by the Declaration or the By-Laws. The Council shall (a) govern and administer the Condominium's affairs; (b) establish the methods of and the procedures for collecting from the Unit Owners their respective Assessments and for paying to the Unit Owners their respective shares of the Common Profits; (c) manage or arrange for the management of the Condominium and all Council Property; and (d) have such other duties as are specifically imposed upon the Board of Directors or any Officer by the By-Laws.

## **3. MEMBERSHIP.**

3.1. **Membership: Generally.** The membership of the Council shall consist of and be limited to all of the Unit Owners.

3.2. **Annual Membership Meetings.** Provided that notice thereof is given in accordance with the By-Laws, the first Annual Membership Meeting shall be held on a date which is not later than sixty (60) days after the date on which the Declaration is recorded among the Land Records, and is not a Saturday, a Sunday or a legal holiday, and at a place in the City, all as chosen by the Declarant in the exercise of its absolute discretion. At the first Annual Membership Meeting, the Unit Owners (i) shall each appoint the number of Directors corresponding to their number of votes and (ii) may transact any other business which properly comes before it. Provided that notice thereof is given in accordance with the By-Laws, after such first Annual Membership Meeting an Annual Membership Meeting shall be held on the first Monday of October of each year after the year during which such first Annual Membership Meeting is held, as aforesaid, and at a place in the City, all as chosen by the Board of Directors. Anything in this Section to the contrary notwithstanding, a Membership Meeting shall be held (on a date which is not a Saturday, a Sunday or a legal holiday, and at a place in the City, all as chosen by the Declarant in the exercise of its absolute discretion), within sixty (60) days after the first date on which the title to Units is transferred to the Unit Owners who hold in the aggregate

at least fifty percent (50%) of the Undivided Percentage Interests in the Common Elements, have been conveyed by the Declarant to the initial purchasers of such Units, for the purpose of electing all of the Directors.

3.3. **Special Membership Meetings.** The President or the Board of Directors may at any time call a special Membership Meeting upon his/ her or its own initiative, and shall in such event subject to the provisions of Section 3.3 determine the date, time and place thereof in the exercise of his/her or its absolute discretion. The President shall call a special Membership Meeting upon the Council's receipt, at any time after the first Annual Membership Meeting, of a petition (1) requesting that such Special Membership Meeting be called, (2) stating each intended purpose thereof, and (3) signed by Unit Owners or a Person holding a proxy for such Unit having at least twenty-five percent (25%) of the total number of Votes entitled to be cast at the meeting. Whenever any such Special Membership Meeting is requested by any such petition, the President shall set a date therefor which is not later than forty-five (45) days after the Council's receipt of such petition.

3.4. **Quorum.** The presence, on the date and at the time and place for which a Membership Meeting is called, of one or more Members whose respective Votes constitute, in the aggregate, eighty-three percent (83%) of the total number of Votes (which shall require the attendance of the Owners of each of the Ground Unit, the City Unit and the University Unit), including proxy Votes, then outstanding shall be required for and shall constitute a quorum for such Membership Meeting.

3.5. **Informal Action.** Whenever the Membership is required or permitted by the Declaration or the By-Laws to give or withhold its approval or consent or to take any other action, or whenever the taking of any action by the Council, or its effectiveness, is conditioned thereby on the Membership's having approved it, consented thereto or taken any other action, such approval or consent may be given or withheld, and such action may be taken, by the Membership without a Membership Meeting having been held for such purpose, provided that that number of Members whose Votes would have been sufficient to cause such approval or consent to be given or withheld or such action to be taken, at a Membership Meeting duly called for such purpose at which all Members were present and voting on such question, have consented thereto in writing.

3.6. **Proxy.** Any Member may designate a proxy Member to exercise its Vote at a Membership Meeting. A Director may be designated to Vote on behalf of all Votes of a Member.

#### **4. BOARD OF DIRECTORS.**

4.1. **Composition; qualifications of Directors.** The Board of Directors shall consist of six (6) Directors. Each Director shall be (i) a natural Person; (ii) at least twenty-one (21) years old; and (iii) either (1) alone or with one or more other Persons, be a Unit Owner, or be in direct

or indirect control of a Unit Owner, or (2) an officer, director, employee or agent of a corporation, partnership, trust or other legal entity which either alone, or with one or more other Persons, is a Unit Owner, or directly or indirectly controls a Unit Owner (provided that the Secretary is given such proof of such natural Person's status as officer, director, employee or agent of such entity as the Secretary may reasonably require). The initial members of the Board of Directors shall be appointed at the first annual Membership meeting by the Unit Owners in accordance with their number of Votes. The initial members of the Board of Directors will serve for a term of three (3) years. At each Annual Membership Meeting after the first annual meeting of Members a successor shall be appointed for each Director whose term then expires, by the respective Unit Owners to serve for a term of three (3) years. Anything in this Section to the contrary notwithstanding, each Director shall serve as such until his/her successor has been appointed and qualified. If any directorship becomes vacant by reason of a Director's death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors shall, at a Board Meeting duly called for such purpose, appoint his/her successor, who shall serve for the remainder of his/her term; provided, that if such position remains unfilled at the next Annual Membership Meeting, such successor shall be elected thereat by the Membership for the remainder of such term. Any Director may be removed from his/her position as such, with or without cause, by the respective Unit Owner that appointed such Director, at any Annual Membership Meeting, or at any Special Membership Meeting duly called for such purpose.

4.2. **Board Meetings.** A Board Meeting shall be held immediately on adjournment of each Annual Membership Meeting and at the same place where such Annual Membership Meeting was held, provided that a quorum of Directors is present. Thereafter, a Board Meeting shall be held at least once in each calendar quarter on the first Thursday of January, April, July and October of each year, or on any other day which the Board of Directors selects, and at such time and place as it from time to time selects. A special Board Meeting may be called by the President on not less than two (2) days' notice given in writing, in Person or by telephone or wire to each Director, and must be called on the demand of two or more Directors. At each Board Meeting, the presence in Person of the Directors casting the Votes on behalf of the Owners of the Ground Unit, the City Unit and the University Unit shall constitute a quorum for the transaction of business, except as is otherwise expressly provided in the By-Laws or by applicable law. Each Director shall be entitled to cast one (1) vote upon each question which comes before the Board of Directors, and shall be entitled to cast any such vote by proxy for a Director as so designated, and except for Major Decisions, the decision of a Majority of the Directors present at a Board Meeting at which a quorum is present shall be the decision of the Board of Directors. If at any Board Meeting a quorum is not present, a Majority of the Directors who are present may adjourn the Board Meeting from time to time and, at any such adjourned Board Meeting, any business that might have been transacted at the Board Meeting as originally called may be transacted without further notice to any Director.

4.3. **Powers and Duties of Board of Directors - Generally.** All of the Council's business and affairs shall be managed, and all of its rights, powers and duties shall be exercised and performed on its behalf, by the Board of Directors and the Officers. Without limiting the generality of the foregoing, the Board of Directors shall have the specific right and power to cause the Council to take each of the following actions:

(a) To operate, manage, maintain, renew, replace, repair and protect the Common Elements and all Council Property, and to establish and maintain such reserves therefor as the Board from time to time deems appropriate, including but not limited to a working capital fund for the maintenance, renewal, replacement and repair of the Common Elements and Council Property.

(b) To prepare and adopt a budget of the estimated Common Expenses, Council Receipts, Common Profits and Assessments for the Council's next succeeding fiscal year, in accordance with the provisions of Section 9, including, where the Board deems it appropriate, budget items for the addition to or the use of any reserve funds maintained by the Council.

(c) To levy Assessments.

(d) To authorize the use and expenditure of any or all Council Receipts (except for so much thereof as the Council resolves to deposit in a reserve fund for such purposes) for the operation, management, maintenance, renewal, replacement, repair and protection of the Common Elements and Council Property.

4.4. **Limitation of Directors' Liability.**

(a) No Director in his/her capacity as such shall, except in the event of his/her own individual willful misconduct or gross negligence in the performance of his/her duties, be liable (i) for any failure by the Council to obtain or pay for any service which is to be obtained hereunder, or for any injury or damage to Persons or property caused by the elements or any Unit Owner or other Person, or resulting from the leakage or flow of electricity, gas, water, rain or dust from the outside of the Building, from any Unit, or from any pipe, drain, conduit, appliance, equipment or other place; (ii) to any Unit Owner or other Person under any agreement, deed, lease, mortgage, other instrument or transaction entered into by him on behalf of the Council or the Unit Owners in the performance of his/her duties; (iii) in tort or otherwise, directly or indirectly, to any Unit Owner or any Person by virtue of his/her good faith act or failure to act; or (iv) arising out of the use, misuse or condition of the Common Elements, or in any other way as a result or by virtue of his/her performance of his/her duties.

(b) Each Director, in his/her capacity as such, and his/her heirs and personal representatives, shall be indemnified by the Council against all liability and expense (including but not limited to that of reasonable attorneys' fees) imposed upon or incurred by him in connection with any proceeding in which he is involved by reason of his/her being or having been a Director, or in connection with any settlement thereof, and (with respect to such expense) whether or not he is a Director at the time such expense is incurred, except for any such liability imposed or expense incurred in connection with any such proceeding in which he is adjudged guilty of gross negligence or willful misconduct in the performance of his/her duties; provided, that the foregoing provisions of this Section shall not apply to any such liability or expense assumed or incurred as the result of a settlement of such proceeding unless the Board of Directors (with such Director abstaining), acting upon the advice of its legal counsel, approves such settlement and reimbursement as being in the Council's best interests. Any amount paid by the Council pursuant to this Section shall be part of the Common Expenses. Nothing in this Section shall be deemed to alter or impair any right to indemnification to which such Director and/or Officer is entitled under applicable law, by authorization of the Membership or the Board of Directors or otherwise.

(c) Every agreement, deed, lease, mortgage or other instrument executed on the Council's behalf by any Director or Officer shall provide that he shall have no personal liability thereunder by virtue of such execution, and that any claim by any other party thereto arising hereunder shall be asserted against, and any liability thereunder shall be borne by, the Council. Any damages or expenses awarded against or incurred by the Council and arising out of such liability shall be paid by the Council as part of the Common Expenses.

4.5. **Compensation of Directors.** Each Director shall serve as such without compensation.

## 5. **OFFICERS.**

The Officers shall consist of the President, the Vice-President, the Secretary, the Treasurer and, if the Board of Directors creates any office of assistant secretary or assistant treasurer, or any other office, each such Assistant Secretary, Assistant Treasurer or other Officer. Each Officer shall be (i) a natural Person; (ii) at least twenty-one (21) years old; and (iii) either (1) alone or in combination with one or more other Persons is a Unit Owner or directly or indirectly controls a Unit Owner, or (2) an officer, director, employee or agent of a corporation, partnership, trust or other legal entity (other than a natural Person) which, either alone or in combination with one or more other Persons, is a Unit Owner, or directly or indirectly controls a Unit Owner, provided that the Secretary is given such proof of such natural Person's status as officer, director, employee or agent of such entity as the Secretary reasonably requires. The

President and the Secretary shall be selected from among the Directors and the office of President shall alternate between a Director appointed by the Unit Owner of the City Unit and a Director appointed by the Unit Owner of the University Unit, in each case for a term of no more than two consecutive (2) years. Any other Officer may but need not be a Director. One Person may simultaneously be both the Secretary and the Treasurer, but no Person may simultaneously hold any other two or more offices. The officers shall have such powers and duties and term of office, as shall be specified in the Condominium Act, the Corporations and Associations Article of the Code, as may be applicable, other law of the State, or as specified by the Board of Directors. The Officers shall serve as such without compensation therefor unless such compensation is expressly authorized by the Membership. Any such compensation shall be paid by the Council as part of the Common Expenses. Each Officer shall be reimbursed by the Council for all expenses reasonably incurred by him in discharging his/her duties.

**6. INTENTIONALLY DELETED.**

**7. FISCAL YEAR.**

The Council's first fiscal year shall begin on the date of the recordation of the Declaration among the Land Records and shall end on the June 30th next succeeding such date. Each of the Council's subsequent fiscal years shall begin on July 1st and shall end on June 30th of such succeeding calendar year.

**8. PRINCIPAL OFFICE.**

The Council's principal office shall be \_\_\_\_\_, or such other place as is permitted by law and designated for such purpose from time to time by the Board of Directors.

**9. ASSESSMENTS.**

9.1. **Commencement of Liability for Assessments.** Liability for the payment of Assessments for each Unit Owner, including the Declarant, shall commence upon the initial conveyance by the Declarant of a Unit to a Unit Owner that is not the Declarant.

9.2. **Assessments.** The Board of Directors shall have the power to levy Assessments from time to time, of one or more classes, the proceeds of which shall be used by the Council to defray any Common Expenses, and, in connection therewith, the Board of Directors shall have the power: (i) subject to the allocations set forth in **Exhibit D** of the Declaration, to compute Assessments in accordance with each Unit Owner's respective Percentage Interests in the Common Expenses and Common Profits of the Units; (ii) to adopt a budget for the Council for each fiscal year or other period (an "Assessment Year"), which shall set forth for such Assessment Year (A) the aggregate amount of the Assessments to be levied, and (B) the

respective amount of the Assessment to be levied against each Unit; and (C) To establish the timing and manner of payment of Assessments.

**9.3. Owners' Liability for Assessments.** Each Unit Owner shall be personally liable for payment of each Assessment (or each installment thereof, if payable in installments) becoming due with respect to a Unit either (i) while such Person is its Unit Owner, or (ii) before such Person becomes its Unit Owner if a Statement of Lien for such Assessment is recorded among the Land Records before such Person becomes its Unit Owner, pursuant to §11-110 of the Condominium Act and §14-203 of the Contract Lien Act. A Unit Owner may not avoid such liability by (i) waiving any right to the use of the Common Elements or otherwise which it holds under the Condominium Act, the Declaration, the By-Laws or otherwise, (ii) abandoning or otherwise terminating its use of such Unit, or (iii) conveying the title to such Unit after such Assessment becomes due. Nothing in this Section 9.3 shall be deemed in any way to alter or impair any right which any Unit Owner may have against any prior Unit Owner of its Unit to recover any amount which such Unit Owner may pay on account of such liability.

## **10. INSURANCE; CASUALTIES.**

### **10.1. Insurance Maintained by Council.**

Until such time as the Declarant owns 50% or less of the Units, the Declarant shall procure and maintain insurance coverage for the Council in accordance with commercially reasonable standards. Thereafter, the Council shall procure and maintain the following types of insurance coverage:

(a) Casualty or physical damage insurance ("special form") in an amount not less than the full replacement value of all insurable improvements within the Common Elements, if any, as well as those portions, if any, of the Easement Facilities to be managed, maintained, repaired, and replaced by the Council, and all Council Property, as such value is determined annually by the Board of Directors with the assistance of the issuer of such insurance.

(b) Public liability insurance, insuring the Council, each Officer, Director, employee or agent thereof, each Unit Owner and the Manager against liability for bodily injury, death or property damage arising out of the use of the Common Elements by any Person or out of any of their activities on behalf of the Council. Such insurance shall have limits of coverage with exclusions and endorsements as determined annually by the Board of Directors on a commercially reasonable basis with the assistance of the issuer of such insurance, written on a "combined single limit basis" in respect of bodily injury or death as well as for damage to property, and may have such higher limits of coverage, and may be in such form, as is from time to time determined by the Board of Directors. Such insurance may include coverage of claims of one insured against

another insured and include a cross liability/severability of interest clause. The policies affording such coverage shall provide (i) that such policies may not be cancelled or substantially modified without reasonable prior written notice thereof having been given to each insured (including but not limited to each insured Unit Owner or occupant requesting notice), and (ii) that certificates of such insurance and all renewals thereof, together with acknowledgment of payment of premiums, shall be delivered to each Unit Owner or occupant or insured Mortgagee upon request.

(c) Worker's compensation insurance affording at least such coverage of the Council and its Directors, Officers, employees and agents as is required by applicable law.

(d) Fidelity insurance covering the Manager and those Officers, Directors, employees and agents of the Council who handle Council Receipts or Council Property, upon such terms and in such amounts as are from time to time determined by the Board of Directors.

(e) Officers' and directors' liability insurance, upon such terms and in such amounts as are from time to time determined by the Board of Directors, with a legal expense indemnity endorsement or its equivalent affording protection for the Officers and Directors for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such Officer or Director is made a party by reason of his/her services as such.

(f) Such other coverage as the Board of Directors may deem advisable, or as is required by the Condominium Act.

## **10.2. Insurance to be Maintained by Unit Owners.**

(a) Each Unit Owner shall, at its own cost and expense, carry the following insurance in respect of its Unit and the Building to be constructed thereon, unless the self-insurance of the Unit Owner is similar in coverage for the liability the Unit Owner may incur:

(i) Commercial general liability insurance written on an occurrence basis with respect to the Unit and the business operated by each Unit Owner within the Building with minimum combined single limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. Such liability insurance shall also include broad form endorsement coverage, including personal injury coverage; and,

(ii) With respect to the Building constructed and operated within the Unit, insurance against loss or damage by fire and other risks covered by fire insurance, with extended coverage endorsements, in an amount not less than one hundred percent (100%) of the full insurable replacement value of the Building (and, in addition, together with all costs of excavation, foundation, and footings below the ground floor), and in amounts sufficient to prevent the Unit Owner from becoming a co-insurer under such policies of insurance. Each such policy shall contain a waiver of subrogation by the insurer and shall provide that the insurer has no right of contribution against any casualty insurance affording coverage against such risk held pursuant to this Section 10.2 or shall be written on the same carrier as that of the insurance held by the Council.

(b) With respect to all insurance required to be maintained hereunder by each Unit Owner, except for the permitted self-insurance:

(i) Each such policy shall be from an insurance company licensed to do business in the State;

(ii) Each policy of commercial general liability insurance shall name the Council as additional insureds as their interests appear; and

(iii) Each Unit Owner shall, at the Council's request, send to the Council original policies, certificates of insurance, or receipts at the Council's request, or other evidence satisfactory to the Council showing the payments of all premiums and other charges due thereon;

(c) Each Unit Owner shall, at such Unit Owner's sole cost and expense, observe and comply with all policies of insurance in force with respect to the Owner's Unit and the Building located thereon;

(d) If any Unit Owner fails to maintain any such insurance required hereunder, the Council may, at the Council's election, after five (5) days' written notice to the Unit Owner, procure the same, and the premium cost shall be immediately due and payable, and shall be chargeable against such Unit Owner and its Unit as an Assessment Additional Rent, it being hereby expressly covenanted and agreed that payment by the Council of any such premium shall not be deemed to waive or release the obligation of such Unit Owner to make payment thereof or any of the Council's other rights hereunder.

(e) Except as is otherwise provided in the Condominium Act, the Declaration or the By-Laws, if any of the Unit improvements to be insured by a Unit Owner are damaged or destroyed, they shall be fully and promptly repaired

and restored by such Unit Owner using any proceeds of insurance which are payable to such Unit Owner on account thereof.

10.3. **Casualty.** In the event that damage, destruction or casualty damages the Building and Building is at least 75% complete, then the Council of Unit Owners in good faith will determine whether the continued development of the Condominium is feasible and desirable. If the continued development of the Condominium is feasible and desirable, or if at the time of such damage the Building was less than 75% complete, then the Building will be restored to the extent of available insurance proceeds, with either party having the sole discretion whether, but not the obligation, to contribute any additional funding that may be needed for restoration. If the Council of Unit Owners decides that the development of the Building is not feasible or desirable, then the Unit Owners may terminate the Condominium in accordance with this Declaration and By-Laws.

## 11. Miscellaneous

11.1. **Amendment.** Except as otherwise expressly provided herein, in the Declaration or in the Condominium Act, these By-Laws may be amended by the affirmative vote of each of the Owners of the City Unit and the University Unit; provided, however, that all Mortgagees shall be given thirty (30) days notice of all proposed amendments; and provided further that all such amendments shall be effective only upon recordation in accordance with the Condominium Act.

11.2. **Captions.** The captions contained in these By-Laws are for convenience only, are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

11.3. **Conflict.** If any conflict arises between any provision of these By-Laws and any provision of the law of the State, the provisions of the law of the State shall control.

11.4. **Effectiveness.** These By-Laws shall become effective on and only on its having been executed and acknowledged by Declarant and recorded among the Land Records with the Declaration.

11.5. **Applicable Law.** These By-Laws shall be given effect and construed by application of the law of the State of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of the State; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America.

## Exhibit D

### Allocation of Common Expenses

#### Pro Forma Table of Allocated Costs and Percentages<sup>1</sup>

The following table illustrates how the parties have agreed that costs should be allocated to major elements. Each Allocated Cost should correspond to one of the following % splits:

- If cost is solely the responsibility of one Unit owner, that cost shall be allocated 100% to that owner.
- If the City, University, and Retail (TDC) are jointly responsible, the split shall be allocated based on the City, University and Retail Unit's share of space in the building (GSF):
  - City: 36.4%
  - University: 55.7%
  - Retail (TDC): 7.9%
- If only the City and University are responsible, the split shall be allocated based on the City and University Unit's share of space in the building (GSF), excluding Retail (TDC):
  - City (29,338 GSF): 40.2%
  - University (43,681 GSF): 59.8%

| Allocated Costs   | City Unit  | University Unit | Retail Unit (TDC)   |
|---|--|-----------------|---|
| <b><u>1. Maintenance of Structural Improvements (not otherwise covered hereunder)</u></b> | 36.4%  | 55.7%           | 7.9%  |
| <b><u>2. Maintenance of other Common Elements (not otherwise covered hereunder)</u></b>   | 36.4%  | 55.7%           | 7.9%<br>• Note: Retail (TDC) is 100% responsible for the Retail Limited Common Elements |
| <b><u>3. Retail Outside Seating</u></b>   |  | ---             | Independent<br>100% to Retail (TDC)   |
| <b><u>4. Maintenance of HVAC</u></b>  | Shared between office units:<br>City: 40.2%<br>University: 59.8% |                 | Independent<br>100% to Retail (TDC)   |
| <b><u>5. Common Service Equipment (not otherwise covered hereunder)</u></b>               | 36.4%  | 55.7%           | 7.9%  |

<sup>1</sup> This is a pro forma of allocated costs to be finalized by the parties cooperatively and in good faith as an exhibit to the Amended and Restated Declaration of Condominium for One College Park Condominium.

|  |   |  |      |
|--|---|--|------|
| <b>6. Common Electrical Switchgear</b>   | 36.4%   | 55.7%  | 7.9% |
| <b>7. Backup Generator</b>   | 36.4%   | 55.7%  | 7.9% |
| <b>8. Plaza</b>  |   |  |      |
| 8.1.Maintenance and Repair of Plaza Floor General Common Element, in the ordinary course, not including expenditures for Capital Costs for Maintenance and Repair of physical structures | 100%  | ---  | ---  |
| 8.2.Maintenance and Repair of physical Structure of Plaza Floor General Common Element which constitute Capital Costs  | 36.4%   | 55.7%  | 7.9% |
| 8.3. Snow Removal (Plaza LCE and other sidewalks or exposed areas)   | 100%  | ---  | ---  |
| 8.4. Plaza landscaping and maintenance costs   | 100%  | ---  | ---  |
| 8.5. All other Base Costs (including Insurance)  | 36.4%   | 55.7%  | 7.9% |
| <b>9. Utility Costs.</b>   |   |  |      |
| 9.1.Electric   | Utility costs will be shared between City and University Units: <ul style="list-style-type: none"> <li>• City: 40.2%</li> <li>• UMD: 59.8%</li> </ul> | Individually metered<br>100% to Retail (TDC) |      |
| 9.2.Water  | Utility costs will be shared between City and University Units: <ul style="list-style-type: none"> <li>• City: 40.2%</li> <li>• UMD: 59.8%</li> </ul> | Sub-metered<br>100% to Retail (TDC)          |      |
| 9.3.Gas  | Utility costs will be shared between City and University Units: <ul style="list-style-type: none"> <li>• City: 40.2%</li> <li>• UMD: 59.8%</li> </ul> | Sub-metered<br>100% to Retail (TDC)          |      |

|  |   |       |  |
|--|---|-------|--|
| <b>10. Loading Dock</b>                              |   |       |  |
| 10.1. Operating Costs                                | 36.4%   | 55.7% | 7.9%   |
| 10.2. Capital Costs                                  | 36.4%   | 55.7% | 7.9%   |
| <b>11. Elevators</b>                                 |   |       |  |
| 11.1. Passenger Elevators                            | 40.2%   | 59.8% | ---  |
| <b>12. General Common Elements Across All Floors</b> |   |       |  |
| 12.1. Operating Costs                                | 40.2%   | 59.8% | Not applicable to Retail (TDC)                                   |
| 12.2. Capital Costs                                  | 40.2%   | 59.8% | Not applicable to Retail (TDC)                                   |
| <b>13. Trash Storage and Collection</b>              |   |       |  |
| 13.1. Trash  | Collection:   |       | Collection & Hauling<br>• Independent, 100% cost to Retail (TDC) |
|  | <ul style="list-style-type: none"> <li>• Common Areas: 100% City</li> <li>• Individual Units: Independent within each unit</li> </ul> |       |  |
| 13.2. Recycling                                      | Hauling:  |       | Collection & Hauling<br>• Independent, 100% cost to retail       |
|  | <ul style="list-style-type: none"> <li>• 100% City</li> </ul>   |       |  |
|  | Collection:   |       |  |
|  | <ul style="list-style-type: none"> <li>• Common Areas: 100% City</li> <li>• Individual Units: Independent within each unit</li> </ul> |       |  |
|  | Hauling:  |       |  |
|  | <ul style="list-style-type: none"> <li>• 100% City</li> </ul>   |       |  |

**Exhibit E**

**Undivided Percentage Interests Applicable to all Units**

| <b>Units</b>    | <b>% Interest in<br/>Common<br/>Expenses and<br/>Common<br/>Profits</b> | <b>Undivided % Interest<br/>in Common Elements</b> | <b>Votes</b> |
|-----------------|---|--|--------------|
| Ground Unit     | 0%  | 0%   | 1            |
| City Unit       | 36.4%   | 36.4%  | 2            |
| University Unit | 55.7%   | 55.7%  | 2            |
| Retail Unit     | 7.9%  | 7.9%   | 1            |
| <b>Totals</b>   | <b>100%</b>   | <b>100%</b>  | <b>6</b>     |

## Exhibit F

### Approved and Prohibited Uses of Retail Unit

I. General. The City and the University have agreed that covenants relating to retail uses permitted and prohibited in the Retail Unit and the review of related leases will be incorporated into the Condominium Declaration as the “Retail Unit Permitted and Prohibited Uses”. The following outlines the items to be incorporated in.

A. Review of Letters of Intent for Leases and Review of Leases: All letters of intent for retail leases and all retail leases will be subject to City review and comment as it relates to the retail use. The following City review process is proposed for all letters of intent and leases for all proposed uses:

1. The “Retail Unit Owner” will maintain regular communication with the City as retail tenants are solicited to occupy the Retail Unit. The City Manager will maintain communication with the Retail Unit Owner to ensure expeditious review of each letter of intent and each lease.

2. Information provided to the City Manager should include the tenant’s business name, name of the business owner/parent company, a proposed menu if any form of restaurant use, and opportunity to review a copy of the letter of intent and the proposed lease in person.

3. The City Manager will have 5 calendar days to review the proposed tenant and use and related documents and provide comments to the Retail Unit Owner. During such period, the City Manager may express a preference to tenants that are locally owned and operated.

B. Retail Categories. “Retail Uses” fall in two categories:

1. **Approved**: Retail Uses supported and approved by the City Manager. Representative tenants are listed below in Section II.A. Retail Uses listed below in Section II.A. are automatically approved, but remain subject to review under Section IA. The Approved list set forth in Section II.A and the Prohibited Uses set forth in Section II.B represent the parties’ assessment of all categories of retail uses existing in the marketplace as of 2020. The parties also recognize that, with the passage of time that new categories of retail tenants may be introduced to the marketplace. To that end, each party agrees, at the request of the other (not more frequently than twice per calendar year) to meet and confer on such new categories of retail to discuss and mutually agree on whether such unanticipated novel categories are mutually desired by both parties.

2. **Prohibited**: Retail Uses and representative tenants prohibited under any circumstance are listed below in Section II.B.

## II. Retail Uses:

A. **Approved:** The following Retail Uses (and retail uses substantially similar to those listed below) are approved by the City regardless of specific retail tenant. Names of representative tenants are for illustrative purposes only and are not intended to limit actual tenants.

1. Full-Service Food and Beverage (F&B) If a liquor license, more than 50% of gross receipts should come from food sales. Examples include:

- Busboys and Poets
- Ledo Restaurant
- Mulligan's Grill and Pub
- Pho Thom
- The Board and Brew
- Nando's

2. Full-Service Coffee Shop, including sales of food and beverages hot and cold. Examples include:

- Starbucks
- Vigilante Coffee
- Blue Bottle Coffee
- Compass Coffee

3. Limited-Service, "Fast-casual" Food & Beverage (F&B). Examples include:

- Bagel Place of College Park
- Cava
- Roti
- District Taco
- Starbucks
- Sweetgreen

- NuVegan Café
- Panera
- Pret a Manger
- Northwest Chinese Restaurant
- Taqueria Habanero
- 4. Newstand/Sundries/Gifts. Examples include:
  - BookHolders
  - University Book Center
  - Papyrus
  - WHSmith
- 5. Full-price Beauty/Services/Health. Examples include:
  - Aesop
  - Art of Shaving
  - Aveda
  - CVS
  - DryBar
  - L'Occitane
  - MAC Cosmetics
  - One Medical Group
  - Rite Aid
  - Ulta Beauty
  - Walgreens
  - Warby Parker
  - Spa/Yoga Studio
  - Shoe repair

6. Services. Examples include:
  - UPS, FedEx, or similar
7. Other Public Services. Examples include:
  - Doctor's offices (physician, dentist, etc.)
  - Daycare
  - Employment agency or social services center
8. Soft Good Retailers, selling full-price clothing, apparel, shoes, etc.

Examples include:

- Under Armour
  - South Moon Under
  - Lululemon
9. Technology Retailers. Examples include:
    - Apple
    - Samsung
    - Sprint
    - Verizon

**B. Prohibited:** Retail Uses prohibited by the City and example representative tenants.

1. Fast food, such as Burger King, McDonald's, Taco Bell, Wendy's, Sbarro Pizza, or similar;
2. Establishments that exclusively offer take-out or delivery food;
3. Any 24-hour establishment, other than FedEx, UPS or similar business services provider;
4. Establishments operating primarily as bars;
5. Establishments primarily selling liquor or other alcohol;
6. Establishments selling tobacco, vaping, or similar;
7. Bargain convenience stores including 7-Eleven, Circle K, WaWa, or similar;

8. Bargain hair care, nail care, or other low-quality personal care or similar;
9. Any use by a Prohibited Person;
10. Any pornographic use, which shall include, without limitation: (x) a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational or similar to those sold in first-class national bookstores; (y) a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto or (z) a massage parlor;
11. Any use which emits or results in unreasonably offensive odors, fumes, dust or vapors, is a public nuisance, emits noise or sounds which are reasonably objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse;
12. Any so-called "head shop", or other establishment selling or exhibiting drug- related paraphernalia, for medicinal or recreational purposes, including medicinal marijuana;
13. Any "second hand" store, "surplus" store, "99 cent" store, or low-end discount store or thrift store, such as Five Below or similar;
14. Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
15. Any central laundry, laundromat or on-site dry cleaning;
16. Any pet store, veterinary hospital or animal raising or boarding facilities;
17. Any amusement or video arcade or other business deriving income from coin operated games, pool, billiard hall or ping pong parlor unless these uses are ancillary to an approved use;
18. Any gambling facility or operation, including but not limited to off-track or sports betting parlor; table games such as blackjack or poker; slot machines; video poker/blackjack/keno machines or similar devices or bingo hall;
19. Any church, temple, or mosque or other place for religious worship or spiritualist services;

20. Any mortuary or funeral home or chapel, sale or manufacture of tombstones or monuments;
21. Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lithe oil change service, tire center or gasoline or service station or facility;
22. Any check cashing service store, except as an incidental use to a full-service bank as permitted above;
23. Auction house or for the conduct of a public auction of any kind;
24. Dating or escort service;
25. Fund raising or solicitation for other purposes by means of telephone "bank" calls to the public from the premises;
26. Messenger service;
27. Any pawn shop, gun shop, or tattoo parlor;
28. Headquarters, center or other facility devoted or opposed to the promotion, advancement, representation, purpose or benefit of: (a) any political party, political movement or political candidate, (b) any religion, religious group or religious denomination, (c) any foreign governmental; and
29. Fortune teller or palm reader or card reader.

# 3

## Establishing a Bee City USA Committee

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



**Prepared By:** Brenda Alexander,  
Assistant Director, DPW

**Meeting Date:** April 21, 2020

**Presented By:** Robert Marsili,  
Director DPW

**Proposed Consent:** No

**Originating Department:** Department of Public Works

**Issue Before Council:** Establish a designated Bee City USA Committee, as a requirement of the City becoming a Bee City affiliate

**Strategic Plan Goal:** Goal #2: Environmental Sustainability

**Background/Justification:**

The plight and decline of urban pollinators are documented problems worldwide. During the October 8, 2019 Worksession, the Council acknowledged the importance of pollinator conservation and subsequently approved a resolution to designate the City of College Park as a Bee City USA affiliate. The Bee City USA application approval process includes the submission of a draft resolution and an application with the designated committee list. The resolution has been submitted to Bee City USA.

The Bee City USA designation needs to be an on-going activity that will require future growth, including media relations & public information coverage to get the word out as a mechanism to improve pollinator consciousness Citywide. A designated committee that is dedicated to developing and enhancing habitats for all pollinators will be key to the success of the program and should include members that have knowledge and interest in this topic. The committee will need to work to create and formulate plans to educate and engage the community including various events to advance pollinator awareness.

Suggested pollinator habitat plans the committee can develop include:

- Recommended species list
- Local supplier list
- Identification and mapping of habitat locations
- Garden maintenance tips including Integrated Pest Management (IPM) plans

The continued work of the committee to increase pollinator awareness will need to be demonstrated in the submission of the annual renewal applications.

When the Resolution was approved by the City Council, there was discussion about the possibility of utilizing the Committee for a Better Environment (CBE) or a smaller subcommittee of the CBE as the Bee City Committee. However, it has become clear that residents outside of the CBE are interested in volunteering as Bee City Committee members.

Based on the information received from the Bee City USA Coordinator and interest from residents outside of the CBE, City staff is recommending the City Council create a new stand-alone Bee City USA Committee to bring committed participants together that will advocate for pollinator conservation.

Staff recommends advertising for Bee City USA Committee members follow the recruitment plan approved by the Mayor and Council and outlined by the Committee on Committees (COC). Applicants would be selected and appointed by the City Council.

Bee City USA recommends a functional Bee City Committee consist of the following types of members:

- Staff Liaison
- Media relations or Public information person
- Experts in a related field such as Entomology, Ecology, Botany, Agriculture or Horticulture
- Devoted grassroots leaders

The Committee should be comprised of no more than 9 members to create a constructive interactive group. A Committee Chair will need to be selected from the membership.

**Fiscal Impact:**

- An annual application fee based on the City population is \$300.
- A recording secretary to take minutes as recordkeeping is required for the submission of the annual application to maintain designation. Estimated cost \$100 per meeting.
- Educational information will need to be developed and printed as this is a key component to increasing public awareness, which includes signage at the habitat locations.

**Council Options:**

1. Direct staff to draft a Resolution to establish a new Bee City USA Committee as a requirement for the City to become a Bee City affiliate and direct staff to advertise and recruit for committee member volunteers.
2. Assign CBE or a CBE subcommittee to function as the Bee City Committee.
3. Direct staff to provide other options

**Staff Recommendation:**

Option #1.

**Recommended Motion:**

*I move to direct staff to draft a Resolution to establish a new Bee City Committee and direct staff to advertise and recruit for committee member volunteers.*

**Attachments:**

Bee City USA application

# THE XERCES SOCIETY'S BEE CITY USA INITIAL APPLICATION

**\*IMPORTANT! YOU MUST SAVE YOUR WORK EACH TIME BEFORE LEAVING THIS FORM!\***

This form has been designed for you to work on, save (i.e. "Submit"), and return to, if needed. Complete as much as you can and click through the sections to the end in order to "Submit" (i.e. "save") your work. You will then receive an email from Google Forms with a link to your form. Check your Spam folder if you don't see it. When you receive the email, you may print a PDF and/or share the entire form for others to view. After opening the link, click on "Edit Response" at the top of the first section to continue your work, saving and editing as many times as you like.

BEE CITY USA & BEE CAMPUS USA are initiatives of The Xerces Society, Inc. Bee City's mission is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species and 1 in 3 bites we eat, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides.

## ELIGIBILITY

Generally, applicants must be either an incorporated municipality, a county, or a county and all of that county's municipalities. (Louisiana refers to counties as "parishes" and Alaska refers to counties as "boroughs.") When merited, we make exceptions for communities that function much like municipalities, such as a military base.

## PREPARING TO COMPLETE THIS APPLICATION

Have you reviewed the application FAQ on the website- <https://www.beecityusa.org/faqs-and-forms.html>? If not, please close this application and review that document first as it will provide you with a list of items and information you'll need to complete this application.

## QUESTIONS?

Contact [beecityapplications@xerces.org](mailto:beecityapplications@xerces.org).

December, 2018

\* Required

**1. Email address \***

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**2. Your first name \***

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**3. Your last name \***

---

**4. Applicant city or county \***

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**5. Applicant state \****Mark only one oval.*

- Alabama - AL
- Alaska - AK
- Arizona - AZ
- Arkansas - AR
- California - CA
- Colorado - CO
- Connecticut - CT
- Delaware - DE
- Florida - FL
- Georgia - GA
- Hawaii - HI
- Idaho - ID
- Illinois - IL
- Indiana - IN
- Iowa - IA
- Kansas - KS
- Kentucky - KY
- Louisiana - LA
- Maine - ME
- Maryland - MD
- Massachusetts - MA
- Michigan - MI
- Minnesota - MN
- Mississippi - MS
- Missouri - MO
- Montana - MT
- Nebraska - NE
- Nevada - NV
- New Hampshire - NH
- New Jersey - NJ
- New Mexico - NM
- New York - NY
- North Carolina - NC
- North Dakota - ND
- Ohio - OH
- Oklahoma - OK
- Oregon - OR
- Pennsylvania - PA

- Rhode Island - RI
- South Carolina - SC
- South Dakota - SD
- Tennessee - TN
- Texas - TX
- Utah - UT
- Vermont - VT
- Virginia - VA
- Washington - WA
- West Virginia - WV
- Wisconsin - WI
- Wyoming - WY
- Other

### APPLICANT

Please complete each appropriate section below. For questions, contact [beecityapplications@xerces.org](mailto:beecityapplications@xerces.org).

**6. Incorporated applicant entity type (Please select one)**

*Mark only one oval.*

- Town
- Township
- City
- Village
- County/Borough in Alaska/Parish in Louisiana
- County and all incorporated municipalities in county
- County and some incorporated municipalities in county

**7. If you chose "County and all incorporated municipalities in county," or "County and some incorporated municipalities in county," please list municipalities here.**

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**8. City or County department sponsoring this application**

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**9. Sponsoring City or County department address**

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## CONTACT INFORMATION FOR PERSON COMPLETING THIS FORM

10. Your professional title

---

11. Your organization/department

---

12. Your preferred phone

---

13. Your e-mail address

---

## BEE CITY USA LIAISON QUESTION

14. Are you the BEE CITY USA Liaison from the sponsoring City or County department?

*Mark only one oval.*

Yes    *Skip to question 21.*

No    *Skip to question 14.*

## BEE CITY USA LIAISON FROM SPONSORING PUBLIC DEPARTMENT

15. Liaison's first name

---

16. Liaison's last name

---

17. Professional title

---

18. Department

---

19. Preferred phone

---

20. Email address

---

**21. Please check all that describe other roles of Liaison:**

*Check all that apply.*

- Media contact for applicant city or county
- Applicant's BEE CITY USA committee chair
- Member of applicant's BEE CITY USA committee
- Chair of applicant's BEE CITY USA committee

**MEDIA RELATIONS/PUBLIC INFORMATION QUESTION**

**22. Are you or the Liaison also the media relations/public information contact for the applicant city or county?**

*Mark only one oval.*

- Yes *Skip to question 29.*
- No *Skip to question 22.*

**MEDIA RELATIONS/PUBLIC INFORMATION CONTACT FOR YOUR BEE CITY USA NEWS**

**23. First name of media relations person for applicant city or county**

\_\_\_\_\_

**24. Last name of media relations person for applicant city or county**

\_\_\_\_\_

**25. Professional title**

\_\_\_\_\_

**26. Department**

\_\_\_\_\_

**27. Phone**

\_\_\_\_\_

**28. Email address**

\_\_\_\_\_

**29. Please check all that describe other roles of media relations contact**

*Check all that apply.*

- Applicant's BEE CITY USA committee chair
- Member of applicant's BEE CITY USA committee

## BEE CITY USA COMMITTEE CHAIR QUESTION

30. Are you the chair of the applicant's Bee City USA Committee?

Mark only one oval.

- Yes Skip to question 36.
- No Skip to question 30.

## BEE CITY USA COMMITTEE CHAIR

31. Committee chair's first name

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32. Committee chair's last name

---

33. Committee chair's professional title

---

34. Committee chair's organization/department

---

35. Committee chair's preferred phone number

---

36. Committee chair's email address

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## BEE CITY USA COMMITTEE

37. Name of committee

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38. Description of committee (Select one)

Mark only one oval.

- Existing city or county commission/committee
- New subcommittee of existing city or county commission/committee
- New city or county commission
- Board of non-profit organization empowered by the applicant to serve as affiliate's Bee City USA committee
- New committee of non-profit organization empowered by the applicant to serve as affiliate's Bee City USA committee

**39. Date committee was first convened:**

*Example: December 15, 2012*

**40. Meeting schedule (Select one)**

*Mark only one oval.*

- Weekly
- Monthly
- Quarterly
- Other

**41. If you chose "Other," please explain.**

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**42. Please list your BEE CITY USA committee members by first and last name and email address separated by commas following this format: Firstname Lastname <xxxxx@xxxx.xxxxx>, Firstname Lastname <xxxxx@xxxx.xxxxx>, Firstname Lastname <xxxxx@xxxx.xxxxx>.**

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**43. If you did not provide your committee list, please explain.**

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**RESOLUTION**

**44. Have you emailed your draft Resolution to [beecityapplications@xerces.org](mailto:beecityapplications@xerces.org), following the template provided at <https://www.beecityusa.org/faqs-and-forms.html>, with "Draft Resolution" as the subject line? Select one.**

*Mark only one oval.*

- Yes
- No
- Other

**45. If you did not email a draft Resolution and/or selected "Other", please explain.**


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**46. When is the Resolution scheduled for adoption?**

*Example: December 15, 2012*

**INITIAL APPLICATION FEE**

The application fee and an annual renewal fee help engage communities across the nation in enhancing pollinator habitat and raising awareness of the vital role pollinators play in sustaining people and the planet.

**FEE BASED ON POPULATION:**

<4,999 (\$100)  
 5,000 - 9,999 (\$150)  
 10,000 - 24,999 (\$200)  
 25,000 - 49,999 (\$300)  
 50,000 - 99,999 (\$400)  
 100,000 - 249,999 (\$500)  
 250,000 - 499,999 (\$750)  
 500,000 - 999,999 (\$1,000)  
 >1,000,000 (\$1,500)

**47. How many people reside in your community?  
(Population)**


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**48. Please indicate the application fee amount to be paid. (Select one.)**

*Mark only one oval.*

- \$100  
 \$150  
 \$200  
 \$300  
 \$400  
 \$500  
 \$750  
 \$1000  
 \$1500

**49. Fees may be paid either by credit card or by check. Please indicate your payment method below.**

If necessary, please request a W9 and/or an invoice from [beecityapplications@xerces.org](mailto:beecityapplications@xerces.org). Note: While in most cases, a local government department is able to pay the application fee, If the city or county affiliate is unable to pay the fees, individuals, organizations or companies may pay the fee on behalf of the applicant.

*Mark only one oval.*

Payment by credit card. Please make payment via our secure payments page: <https://xerces.org/bee-city-usa-payments/>. Choose the Bee City USA payment button, identify the size of the applicant city or county and associated fee, and enter the name of the applicant city or county in the text box.

Payment by check. Checks should be made payable to The Xerces Society and mailed to: Attn: Bee City USA Applications, 628 NE Broadway, Suite 200, Portland, OR 97232. To facilitate processing, please include a printed copy of the completed first page of this application form with your check.

Other

**50. If you selected "Other", please explain.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTACT INFORMATION FOR ELECTED BODY**

To certify a new affiliate, BEE CITY USA emails a congratulatory email to the elected body that adopted the BEE CITY USA Resolution. Unless otherwise requested, those elected officials will not be contacted again.

**51. Name of highest elected official (e.g., Mayor, Chair of Commission, Chair of Board of Aldermen)**

\_\_\_\_\_

**52. Title**

\_\_\_\_\_

**53. Email address**

\_\_\_\_\_

54. Please provide a list of email addresses separated by commas for the other members of the elected body who adopted your Resolution.

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**TO SUBMIT OR NOT TO SUBMIT? (HINT: The answer is always YES because "submitting" the form saves it)**

55. Please choose the best description of your application status from the list below. \*

*Mark only one oval.*

- No, I am still working on it. (You will receive an e-mail with a URL that will allow you to continue working on the application until you are ready for it to be reviewed.)
- Yes, I am ready for it to be reviewed. (You can normally expect a response from Bee City within five working days. You will also receive an e-mail with a URL that will allow you to make changes to the application if need be.)
- Bee City USA has reviewed our draft Application and Resolution and granted permission for us to vote on our Resolution and finalize our application.

**You did it! Thank you! BEE CITY USA tries to respond to draft applications promptly, usually within five business days. The certification cannot be finalized until BEE CITY USA receives a scanned copy of the adopted Resolution and payment of the application fee.**

The Xerces Society is an independent 501(c)(3) non-profit organization. Questions? Visit the Frequently Asked Questions at <https://www.beecityusa.org/faqs-and-forms.html> or contact [beecityapplications@xerces.org](mailto:beecityapplications@xerces.org).

A copy of your responses will be emailed to the address you provided



# 4

## Establishing a Youth Advisory Committee

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



**Prepared By:** Kiaisha Barber  
Youth, Family and Senior Services Director

**Meeting Date:** 4/21/2020

**Presented By:** Kiaisha Barber

**Consent Agenda:** No

**Originating Department:** Youth, Family and Senior Services

**Action Requested:** Provide Information regarding establishing a Youth Advisory Committee

**Strategic Plan Goal:** Goal 1- One College Park  
Goal 5- Effective Leadership

**Background/Justification:**

In July 2019, the City of College Park received a letter from the Youth Advisory Committee in Greenbelt, MD requesting that the City explore the process in establishing a Youth Advisory Committee and the benefits of having such a committee in a municipality.

Information provided by the National League of Cities on the matter was reviewed. A summary of the requirements and considerations for establishing a Youth Advisory Committee in College Park is included in this report.

**Early Questions/steps.**

The City should be prepared to:

- treat youth as valuable partners in the work of local government;
- prepare and support youth to take on meaningful roles in addressing important issues;
- respect and listen to youth avoiding symbolic youth engagement;
- establish a planning committee that involves diverse youth to ensure genuine youth involvement;
- look beyond city for collaboration and support

**Establishing a Youth Advisory Committee.**

1. Typical costs associated with youth advisory committees could include:
  - Staff to manage the council;
  - Food, supplies, transportation support and/or stipends for youth
  - Event costs if youth host community engagement or other events, and
  - Training and leadership development for youth.
  - Common funding sources to support youth councils include city budget allocations, philanthropic support, or fundraising by the youth council. Some councils also combine sources.
2. Composition:
  - Most youth advisory committees have fewer than 30 members, with the majority of having fewer than 20
  - 15- to 17-year-olds make up more than half or all of most committees.
  - Common selection mechanisms among youth committees include some combination of:
    - Referrals by schools or other agencies, such as recreation and parks;
    - Appointment by the mayor or city council members;
    - Elections by youth, often aligned with city council districts;
    - Open enrollment;
    - Applications and interviews.

- The City should be invested in a diverse council and committed to collaboration with schools, recreation centers, libraries, after-school programs, community organizations, and similar groups in diverse neighborhoods. to promote the initiative.
- Turn to staff of schools and community organizations to reach out to young people, while stressing the importance of diversity.

Considerations for City of College Park Mayor and Council.

- How to recruit members - The City of College Park does not have a high school within City Boundaries, which is a potential barrier for recruitment of youth in the typical range for Youth Advisory Committee Members
- Staff time required to establish, train and manage the Committee
- How to involve youth in meaningful ways on City issues and what impact their recommendations would hold
- What would their charge be?

**Fiscal Impact:**

A Youth Advisory Committee allocation in the annual budget for items such as event costs, training and development for youth, and staff support..

**Council Options:**

Discuss and provide direction to staff.

**Staff Recommendation:**

Before proceeding with establishing a Youth Advisory Council, Mayor and Council should agree on the preliminary considerations

**Recommended Motion:**

N/A

**Attachments:**

The Letter from the City of Greenbelt Youth Advisory Committee, dated July 2019

National League of Cities: Guide to Authentic Youth Civic Engagement- link:

<https://www.nlc.org/sites/default/files/2017-05/authentic-youth-engagement-gid-jul10.pdf>

# CITY OF GREENBELT, MARYLAND 20770

25 Crescent Road, Greenbelt, MD 20770  
www.greenbeltmd.gov/recreation | 301.397.2200



To the City of College Park,

We are the City of Greenbelt Youth Advisory Committee, and we are sending you this letter to encourage you to start a youth committee, commission, or council in your city.

As the Youth Advisory Committee of Greenbelt, we exist to advise the Greenbelt City Council on issues related to youth and family as well as serve and advocate for the youth of Greenbelt. We are a group of seven youth who apply and are approved by City Council. We meet monthly to discuss issues and initiatives.

Through the National League of Cities, we have gotten connected with other youth committees, commissions, and councils from around the country. We have found that these groups vary in size, name, structure, and purpose (some more legislatively oriented, while some are more service oriented), but ultimately, all these groups allow for youth involvement in local civics and for a youth voice in local government, one way or another. At conferences, we have networked with these youth and found that these committees/commissions/councils are greatly beneficial to their cities and to youth who take part in them.

Unfortunately, we have also found a lack of other youth groups from Maryland. While it can take some effort to get one of these groups started, getting youth involved in civics is really valuable and worth the effort that it takes.

If you have questions about starting a youth committee, council, or commission, you can email Laura Furr (the program manager for justice reform and youth engagement for the National League of Cities and someone who has worked with many youth committees/ commissions/councils) at [furr@nlc.org](mailto:furr@nlc.org). The NLC website also has great information specifically regarding starting a youth council. If you have questions specifically pertaining to the Greenbelt Youth Advisory Committee, you can email our city staff liaison Alison Longworth at [alongworth@greenbeltmd.gov](mailto:alongworth@greenbeltmd.gov), or you could send a representative to come to one of our meetings. Monthly meetings are held on the second Monday of the month at 5:30PM, locations vary.

We hope to hear back from you!

Regards,  
Greenbelt Youth Advisory Committee

M i c  
Barber  
Ryan

RECEIVED

JUL 17 2019

Chair

Vice  
Chair

CITY OF COLLEGE PARK  
ADMINISTRATIVE SERVICES

**A NATIONAL HISTORIC LANDMARK**

Youth Center: 301.397.2200

FAX: 301.397.2203

Community Center: 301.397.2208

Aquatic and Fitness Center: 301.397.2204

Springhill Lake Recreation Center: 301.397.2212

Weather Hotline: 301.474.0646

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# Comments M-NCPPC Budget

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



**Prepared By:** Bill Gardiner  
Assistant City Manager

**Meeting Date:** April 21, 2020

**Presented By:** Bill Gardiner  
Assistant City Manager

**Proposed Consent Agenda:** No

**Originating Department:** Administration

**Issue Before Council:** Discuss the M-NCPPC FY21 proposed budget and consider providing comments or requests to M-NCPPC

**Strategic Plan Goal:** Goal 4 - Quality Infrastructure

**Background/Justification:**

The Maryland-National Capital Park and Planning Commission (M-NCPPC) has provided its proposed FY21 budget for planning, parks, and recreation in Prince George's County (the 375-page budget can be viewed and downloaded at <http://www.mncppc.org/ArchiveCenter/ViewFile/Item/557>; the Capital Improvement Plan is at <https://www.princegeorgescountymd.gov/DocumentCenter/View/18050/M-NCPPCPDF?bidId=>). The M-NCPPC budget is funded in part by a property tax of 29.4 cents per \$100 of assessed value on property in the City.

In late 2019 the Council requested that M-NCPPC provide funding for the following projects:

1. A new pedestrian crossing from the Paint Branch Playground to the trail on the western side of the river
2. A permanent solution to the flooding and debris that block the RR underpass and the Baltimore Avenue underpass in Lakeland
3. A multipurpose facility in north College Park (initial funding)
4. Re-design and renovation of Hollywood Park
5. Removal of the barbed-wire fencing around Lake Artemesia and replacement where necessary with quality fencing
6. \$100,000 annually for expanded services for seniors and all age groups

The proposed M-NCPPC FY21 budget specifically includes \$50,000 in funding to the City of College Park for senior programming and \$30,000 for Youth and Family Services. It also includes \$125,000 for the renovation of Calvert Park. The College Park Arts Exchange is proposed to receive \$5,000 and the Boys and Girls Club, \$7,500. Additionally, \$125,000 is budgeted for renovations to Calvert Park. In FY20, \$250,000 was provided for a feasibility study for a north College Park indoor recreation facility. These funds have not been expended and should roll over into FY21. None of the other projects requested above are specifically mentioned in the proposed budget. City staff has met with M-NCPPC staff regarding these projects and the removal of barbed-wire fencing around Lake Artemesia in some areas has started.

One of the budget priorities for the Parks and Recreation Department Natural and Historical Resources is to complete the runway, lighting and obstruction issues at College Park Airport. It is not clear how that will be funded—the airport operating budget is flat compared to FY20. Council may wish to request funding for the tree replacement plan around the airport and other park, trails, and sidewalk improvements in the area. Council may also wish to request the north College Park facility feasibility study be scheduled for FY21.

**Fiscal Impact:**

None

**Council Options:**

- #1: Develop and prioritize a list of comments and/or requests to M-NCPPC and County Council Members regarding the M-NCPPC FY21 budget and request staff to follow up and draft a letter for Council approval.
- #2: Do not comment on the proposed M-NCPPC budget.

**Staff Recommendation:**

#1

**Recommended Motion:**

Not applicable

**Attachments:**

None

# 6

## Future Agendas



TO: Mayor, City Council, City Manager and Department Directors  
FROM: Janeen S. Miller, City Clerk  
DATE: April 15, 2020  
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, APRIL 28, 2020 REGULAR MEETING**

Proclamation in recognition of April as National Volunteer Month

Presentation: Quarterly Financial Report – Gary Fields, Director of Finance

Proposed Consent: 20-R-09, CPV-2020-03 - 5002 Kenesaw Street (Appeal period ends April 25<sup>th</sup>)

Introduction of the FY '21 Budget Ordinance – Gary Fields, Director of Finance

Approval of the Joint Development Agreement, the Parking Agreement, and Condominium Documents with the University of Maryland for the City Hall Project

### **TUESDAY, MAY 5, 2020 WORKSESSION**

02-18-20: Review of proposal for a pilot program for a rebate to homeowners for installation of residential security camera systems – Bob Ryan, Director of Public Services (20)

PPSD for The Standard (Landmark (developer) student housing project on Hartwick Road) – Terry Schum, Director of Planning (30)

Placeholder: Discussion of potential emergency assistance to local businesses due to the impacts of the COVID-19 Pandemic (45)

**1:55**

### **TUESDAY, MAY 12, 2020 REGULAR MEETING**

Proclamation: Kids To Parks Day ?

Public Hearing on the FY '21 Budget Ordinance and Constant Yield Tax Rate

**TUESDAY, MAY 19, 2020 WORKSESSION**

Discussion of goals and purpose for City Events, and criteria for evaluating City Events  
– Scott Somers, City Manager (30)

**:50**

**TUESDAY, MAY 26, 2020 REGULAR MEETING**

FY '21 Budget Adoption

03-20-19: Award of contract for construction for Hollywood Dog Park – Scott Somers,  
City Manager

**TUESDAY, JUNE 2, 2020 WORKSESSION**

Review and discuss appointments to all City Boards and Committees

01-21-20: Proposed Charter amendment to provide alternate means of proving  
residency besides voter registration to satisfy the one-year residency requirement to run  
for office – Suellen Ferguson, City Attorney

**TUESDAY, JUNE 9, 2020 REGULAR MEETING**

Make appointments to all City Boards and Committees, effective July 1

**ANNUAL ITEMS**

January, early: Discussion of Homestead Tax Credit Rate (currently at 0%) (must  
certify by March 25 to change rate)

January, after an election: Review and adoption of Council Rules and Procedures

IFC/PHA Annual meeting with Council (when is best?)

March: Annual Review/Renewal of Insurance Contracts

March: Annual farmers market debrief (Council: is this still relevant?)

March: Annual Economic Development Report

April and September: Comments on the M-NCPPC budget

June Worksession: Review of applications for Boards and Committees

June Regular Meeting: Reappoint all Boards and Committees with an effective day of July 1

September 2020: Review of nuisance ordinance 19-O-13 adopted in September of 2019

October, first regular meeting: Proclamation for Indigenous Peoples' Day

Early Fall: Annual presentation from SHA on projects in the City (schedule prior to CTP discussion)

Fall: Annual police agency presentation

November, first regular meeting: Proclamation for Small Business Saturday

December: Approval of Annual Retreat agenda

### **MASTER LIST**

2020 Quarterly Financial Presentations: ~~January 28, April 28,~~ August 11, November 10

01-23-19: Information Report: Actions taken to mitigate the discharge of sump pump water runoff – Steve Halpern, City Engineer

08-14-18: Discussion of City-wide parking (45)

Discussion of security at City buildings and cyber security – Scott Somers, City Manager

Future Worksessions requested at the FY20 Budget Worksession: Update on the Sustainability Plan

07-09-19: Input from staff and the Airport Authority about the GAO study on helicopters in the City and helicopter noise in the region (15)

Discussion with Park and Planning and Riverdale Park about bicycle and pedestrian safety on Old Calvert Road and the increased cut-through traffic

10-01-19: Discussion of signing on to the principles of the Maryland Advocates for Sustainable Transportation – request of Mayor Wojahn

10-15-19: Greater utilization of APC to review projects that are coming to Council

Discussion of additional roadway connectivity between City neighborhoods - AND – Find options to reduce traffic on our major roadways (include Complete Streets) (40)  
Terry Schum, Director of Planning; Steve Halpern, City Engineer; Robert Marsili, Director of Public Works

11-20-19: Update to the City Manager's contract

01-07-20: Award of contract for final design of Duvall Field – Terry Schum, Director of Planning

02-04-20: Follow up discussion on certain events held in the City (Veterans and Memorial Day events, MLK Tribute and Blues Festival)

Consideration of a Property Use Agreement and support for a liquor license transfer from Milkboy to “Crab and Turtle” – Bob Ryan, Director of Public Services (20)

JULY: 10-22-19: Discussion with VeoRide representatives about program start-up concerns and an ordinance for City trails addressing eScooters and eBikes (45)

OCTOBER: 01-29-20: Discussion of the decennial redistricting and of establishing a redistricting commission (standard census tabulation for voting districts will occur prior to general release and no later than April 1, 2021) – schedule for fall

04-03-20: Discussion about participation in the AARP Livable Communities program (Wojahn)

Discussion of Government Alliance on Race and Equity (GARE) policy and project – Bill Gardiner, Assistant City Manager and Kiaisha Barber, Director of Youth, Family and Senior Services (30)