

AGREEMENT TO SUPPORT ZONING RECLASSIFICATION

This Agreement to Support Zoning Reclassification (this "**Agreement**") is made this 12th day of January, 2012, between the Town of University Park, a municipal corporation of the State of Maryland ("**Town**"), and Calvert Tract LLC, a Maryland limited liability company ("**Developer**").

EXPLANATORY STATEMENT:

Developer owns the five parcels of land consisting of approximately thirty-seven and 55/100 (37.55) acres, more or less, described in Deeds recorded among the Land Records of Prince Georges County in Liber 18588, page 707, Liber 18590, page 446, Liber 18601, page 413, Liber 27394, page 662, and Liber 27412, page 662, collectively commonly known as the Cafritz Property ("**the Property**"). The Property is located adjacent to the corporate limits of the Town. Developer desires to develop the Property into a multi-phase mixed use project currently proposed to include various types of residential and commercial uses, including a Whole Foods grocery store (the "**Proposed Project**"). The Proposed Project will require numerous zoning, site plan and subdivision approvals from the Prince George's County Planning Board (the "**Board**") and Prince George's County Council sitting as the District Council (the "**Council**").

Currently pending is Developer's application to rezone the Property into a M-U-TC (Mixed Use Town Center) zoning classification, Zoning Map Amendment Application No. A-10018 (the "**Zoning Reclassification**"). The Zoning Reclassification is the first step necessary to the ultimate development of the Proposed Project. Developer has requested the Town to consider recommend approval of and to support the Zoning Reclassification to the Board, the Council and other governmental entities, and to review and comment upon Developer's zoning and land use applications for the Proposed Project.

The Town and Developer recognize and agree that the Town will require professional consulting services, including, but not limited to, planning, traffic and legal services, focused primarily on zoning, subdivision and land development issues (collectively, the "**Professional Services**"), to, among other things, assess infrastructure needs and demands, traffic needs and demands, Town service needs and demands, water and wastewater infrastructure needs and demands, and needs impacting upon other municipal services and facilities, all of which needs and demands may be affected by the possible development of the Property in accordance with the Proposed Project. Further, the Town and Developer recognize that the Proposed Project will result in the need for increased police services for the Town.

To induce the Town to recommend approval of the Zoning Reclassification to the Board, the Council, and all other relevant governmental entities, the Developer agrees to fulfill the terms and conditions set forth in this Agreement and in the Declaration of Covenants attached to this Agreement as Exhibit A ("**Declaration of Covenants**").

In exchange for the Developer's agreements as set forth in this Agreement and the Declaration of Covenants the Town has agreed to recommend that the Zoning Reclassification be approved as provided for herein.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement, which is a material part of this Agreement, and not merely prefatory, and the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Declaration of Covenants. Concurrently with execution of this Agreement, Developer shall execute and deliver to the Town the Declaration of Covenants attached to this Agreement as Exhibit A, such document to be held by the Town in escrow in accordance with the terms contained therein.

2. Town Recommendation of Zoning Reclassification and Developer's Concurrence. The Town agrees to recommend approval of and to support the Zoning Reclassification to the Board, the Council and all other relevant governmental entities, subject to the conditions set forth in the letter and attachments from the Town to the Board dated January 12, 2012, a copy of which is attached as Exhibit B to this Agreement (the "**Letter**"). The Town retains the right throughout the approval and development process for the Proposed Project to comment on, object to, recommend conditions and/or appeal issues not previously addressed in this Agreement, the Declaration or the Letter. Developer agrees to represent to the Board and the Council that it concurs with the conditions contained in the Letter and that it will comply with such of the conditions that the Council incorporates into its approval of the Zoning Reclassification.

3. Reimbursement for Professional Services. The Developer agrees to reimburse the Town for Professional Services up to \$25,000 in connection with Professional Services costs incurred by the Town related to the Zoning Reclassification and in connection with the Town's review of Developer's Preliminary Plan of Subdivision (the "**Preliminary Plan**") and Detailed Site Plans for the Proposed Project (collectively together with the Preliminary Plan, the "**Plans**"), all as set forth herein.

- (a) The Town shall invoice Developer approximately every thirty (30) days for all Professional Services rendered in accordance with this Agreement. Such invoices shall include the name(s) of each consultant rendering the services, an identification of the work performed by each consultant, and the amount of the reimbursement sought for each consultant. The Town shall include with its monthly invoices to Developer copies of the invoices received by the Town from the consultants for which reimbursements are sought. No reimbursements to the Town from the Developer shall be made prior to Developer's receipt of copies of such corresponding invoices from the consultants to the Town. It is agreed that prior to providing an invoice from a legal consultant, the Town shall redact information from the invoice that is protected by the attorney-client privilege, but tasks performed shall be identified.
- (b) The Developer understands that the consultants and professionals retained by the Town for which the Developer is providing reimbursement hereunder, will

provide their services and work solely for and on behalf of the Town, and solely under the Town's direction. Further, these professionals and consultants have no duty, professional relationship or contractual relationship to or with the Developer. Without limitation to the foregoing, the work product of the professionals and consultants shall be the property of the Town, and the Town shall have the express right to maintain as confidential, any work, work product, advice, consultation or other service or product of any such professional or consultant which applicable law allows the Town to maintain confidential.

(c) The provisions of this Section 1 and the Town's acceptance of reimbursement for Professional Services from Developer are not an agreement by the Town that it will support or recommend approval of the Plans.

4. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein.

5. Amendment. This Agreement may only be amended by written instrument signed by Developer and the Town.

6. Successors and Assigns. Neither Developer nor the Town may assign or transfer their interest in the Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of Developer and the Town and their respective permitted successors and assigns. If the Developer is composed of more than one individual or entity, this Agreement shall be binding upon them jointly and severally.

7. Notices. Any notice or communication required or contemplated by this Agreement shall be deemed given: (i) when deposited the United States Mail, Certified with Return Receipt Requested, postage prepaid; (ii) when delivered by commercial messenger service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the notice address; or (iii) otherwise when actually received at the notice address by the person to whom it is addressed. Notice addresses shall be as follows:

TO DEVELOPER:

Calvin Cafritz Enterprises
Matthew Issembert
1828 L Street, NW, Suite 703
Washington, DC 20036:

With copy to:

Rifkin, Livingston, Levitan & Silver, LLC
Richard K. Reed, Esquire
7979 Old Georgetown Road
Bethesda, Maryland 20814

TO TOWN:

Town of University Park
c/o Town Mayor
6724 Baltimore Avenue
University Park, Maryland 20782

With copy to:

Suellen M. Ferguson, Esquire
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street, 4th Floor
Annapolis, Maryland 21401

8. Interpretation: This Agreement has been prepared by all parties hereto, and the language used in this Agreement shall not be construed in favor of or against any particular party or parties, it being the intent of the parties that this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party solely because of that party's role in the drafting of this Agreement.

9. Applicable Law, Jurisdiction and Venue: This Agreement is being executed and delivered, and is intended to be performed, in the State of Maryland, and shall be interpreted, construed and enforced in accordance with the laws of such State without regard to those principles governing conflicts or choice of laws. Jurisdiction and venue for any dispute involving the interpretation or breach of this Agreement shall be in Maryland State courts located in Prince George's County, Maryland. To the extent allowed by law, the parties expressly waive the right to bring or remove any such action to a federal Court having jurisdiction. If a proceeding must be brought in a federal court, the action shall be brought in the United States District Court for the District of Maryland.

10. Noncontestibility of Agreement. The parties agree not to challenge or contest, and waive any right to challenge or contest, in any legal or equitable proceeding, in any forum whatsoever, the validity, legality or enforceability of this Agreement or any or all of its provisions, terms or conditions.

11. Attorney Fees Upon Breach. In any adversarial proceedings between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded, all expenses the prevailing party incurs in those proceedings, including, without limitation, reasonable attorneys' fees and expenses.

12. Interest on Unpaid Monies. Any monies not paid to the Town as required by this Agreement within thirty (30) days after demand by the Town shall bear interest on the unpaid amount at the rate of ten percent (10%) per annum from the date of demand until paid.

13. Time of Essence. Time is of the essence in this Agreement.

14. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

15. Effect of Waiver on Breach. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of such breach by any other party, as an amendment of this Agreement, or as a waiver of any subsequent breach of the same or any other provision of this Agreement by waiving party or by any other party hereto.

16. No Third Party Beneficiaries. This Agreement is not intended to, nor does it convey any rights or remedies whatsoever to any third party, including, without limitation, any consultants or professionals retained by the Town in connection with the Proposed Development or otherwise to provide the Professional Services or any other services to the Town.

17. Counterpart. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

18. Zoning Text Amendment. In conjunction with its Zoning Application A-10018, Developer, at its expense, shall initiate and diligently use all reasonable efforts to obtain a zoning text amendment that will have the effect of requiring Detailed Site Plan approval prior to the approval of any permit or final subdivision plat, and concurrently with or after the approval of a special exception, for all new development and redevelopment on the property; providing that the Detailed Site Plan process shall supersede the Building Permit Application Process and Special Permit Process set forth on pages 65-66 of the Town of Riverdale Park Mixed-Use Town Center Zone Development Plan dated January, 2004; and providing that Detailed Site Plan approval shall not be required prior to the issuance of a permit when the proposed development or redevelopment does not increase the gross floor area by 15% or 7,500 square feet, whichever is less.

IN WITNESS WHEREOF, the parties have executed and affixed their seals to this Agreement as of the date first above written.

TOWN OF UNIVERSITY PARK:

By: _____ (SEAL)
John Rogard Tabori, Mayor

DEVELOPER:

Calvert Tract LLC

By: _____ (SEAL)

Name: Calvin Cafritz

Its: Authorized Signatory

Exhibit A

Declaration of Covenants

Exhibit A to Agreement

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (this "**Declaration**") is made this 12th day of January, 2012, between the Town of University Park, a municipal corporation of the State of Maryland ("**Town**"), and Calvert Tract LLC, a Maryland limited liability company ("**Developer**").

EXPLANATORY STATEMENT:

Developer owns the five parcels of land consisting of approximately thirty-seven and 55/100 (37.55) acres, more or less, described in Deeds recorded among the Land Records of Prince Georges County in Liber 18588, page 707, Liber 18590, page 446, Liber 18601, page 413, Liber 27394, page 662, and Liber 27412, page 662, collectively commonly known as the Cafritz Property ("**the Property**"). The Property is located adjacent to the corporate limits of the Town. Developer desires to develop the Property into a multi-phase mixed use project currently proposed to include various types of residential and commercial uses, including a Whole Foods grocery store (the "**Proposed Project**"). The Proposed Project will require numerous zoning, site plan and subdivision approvals from the Prince George's County Planning Board (the "**Board**") and Prince George's County Council sitting as the District Council (the "**Council**").

Currently pending is Developer's application to rezone the Property into a M-U-TC (Mixed Use Town Center) zoning classification, Zoning Map Amendment Application No. A-10018 (the "**Zoning Reclassification**"). The Zoning Reclassification is the first step necessary to the ultimate development of the Proposed Project. Developer has requested the Town to consider recommending approval and support of the Zoning Reclassification to the Board, the Council and other governmental entities, and to review and comment upon Developer's zoning and land use applications for the Proposed Project.

Current Town concerns about the Zoning Reclassification and Proposed Project are identified in that certain Agreement To Support Rezoning Classification (the "**Agreement**") between Developer and Town dated January 12th, 2012 to which this Declaration is Exhibit A, a letter from the Town to the Board dated January 12th, 2012 (the "**Letter**"), a copy of which is attached as Exhibit B to the Agreement, and this Declaration. In exchange for the Town's recommendation of approval and support of the Zoning Reclassification to the Board, the Council and all other relevant governmental entities, subject to the conditions set forth in the Letter, Developer agrees to enter into and fulfill the terms and conditions set forth in this Declaration.

NOW, THEREFORE, in consideration of the Explanatory Statement, which is a material part of this Declaration, and not merely prefatory, and the mutual benefits and promises

contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Detailed Site Plan Requirements. Each Detailed Site Plan that the Developer submits to government authorities for the Proposed Project shall be in accordance with the Cafritz Property at Riverdale Park Development Plan and the site design guidelines of Part 3, Division 9, of the Prince George's County Zoning Ordinance. Development depicted on each Detailed Site Plan must be in general conformance with Map 1: Concept Plan A or Concept Plan B, dated January 7, 2012 (attached as Exhibits C and D), particularly with regard to site design and circulation, with the goal of creating a mixed-use community. Flexibility should be allowed in achieving this mixed-use community goal by allowing for a redistribution of the proposed maximum gross floor area of commercial uses throughout the site in order to encourage each phase of the development to include a mix of commercial and residential uses, including consideration of residential uses west of 46th Street and limited supporting retail uses near the intersection of Van Buren Street and Rhode Island Avenue.

2. Loading Docks. Developer shall design and locate all loading docks in the Proposed Project so that they are gated and screened or shielded from public view.

3. Mitigation of Surface Parking Lots. Developer shall mitigate all surface parking lots with buildings, monuments, a clock tower and landscaping in order to create a true gateway into the community and to provide an inviting entrance to pedestrians and vehicles. This mitigation must include creation of a "pedestrian oasis" in the middle of the Van Buren Street block from Baltimore Avenue to 46th Street to reduce the psychological barrier of the large amount of surface parking between the specialty grocery store and Baltimore Avenue consistent with the Riverdale Park Gateway Park concept dated January 7, 2012, attached to this Declaration as Exhibit E.

4. Hiker-Biker Trail. Developer shall construct the Rhode Island Avenue hiker/biker trail concurrently with construction of the first three commercial buildings in the Proposed Project. Developer shall keep the trail open to the public during construction to the greatest extent practicable.

5. Baltimore Avenue Buffer. Developer shall provide a 30-40 yard deep buffer along the entire length of the Property frontage on Baltimore Avenue that incorporates retention of existing trees to the maximum extent practicable. This depth of buffer may be reduced north of Van Buren Street with approval by the Town of University Park and M-NCPPC staff by providing berms, retaining walls, landscaping, or other screening of the parking lot from the residences to the west consistent with the Parking Sections exhibit dated January 7, 2012, attached to this Declaration as Exhibit F. In no event may the buffer be less than 20 yards [60 feet] deep.

6. Preliminary Plan of Subdivision Submittal Requirements. The Developer shall provide to M-NCPPC as part of, or prior to submittal of, any application for a Preliminary Plan of Subdivision, the following information:

a. A Phase 1 noise and vibration study to determine the location of the unmitigated 65 dBA Ldn noise contour for the adjacent CSX right-of-way, which includes, at a minimum, the associated railroad noise and the whistle blower. The Developer shall show the 65 dBA Ldn noise contour on all future plans;

b. A revised Stormwater Management Concept Plan that designates the property as a new site and complies with Prince George's County Council CB-15-2011 to provide more Environmental Site Design to the Maximum Extent Practicable, with the goal of no new impact on the tributary drainage into the Northeast Branch of the Anacostia River. The proposed plan shall show the use of environmental site design technologies such as bio-retention, infiltration, and especially green roofs to the Maximum Extent Practicable. The concept shall be correctly reflected on the Type I Tree Conservation Plan. The Developer shall provide the Town with copies of all stormwater submittals at least 30 days prior to filing the submittals with Prince George's County Department of Public Works and Transportation ("DPWT"), and with notification of and invitation to all meetings between the Developer and DPWT.

c. A Revised Traffic Impact Study that:

i. Accurately reflects the development proposal and anticipated phasing;

ii. Eliminates corridor averaging for all intersections included in the Study;

iii. Analyzes midday and weekend traffic impacts;

iv. Analyzes all proposed connections, including all proposed CSX crossings and Maryland Avenue;

v. Analyzes the impact on the intersections included in Developer's July 27, 2011, traffic impact study, as well as Queensbury Road, existing Maryland Avenue, Rhode Island Avenue south of Town Center, Lafayette Avenue, and Natoli Place, River Road and other roads as appropriate;

vi. Provides for mitigation of traffic impacts through measures including but not limited to rideshare, Zipcar (or similar) programs, bikeshare, enhanced transit service such as a shuttle and/or circulator bus, and the CSX crossing;

vii. Considers all future development and its effects on the corridor for any projects that have an approved Detailed Site Plan or Preliminary Plan of Subdivision; and

viii. Does not take a discount by redirecting existing traffic on East-West Highway that would not otherwise travel up Baltimore Avenue to the Cafritz Property.

d. A valid approved natural resources inventory under the current environmental regulations that addresses the required information as outlined in the current Prince George's County Environmental Technical Manual;

e. A draft report detailing the Developer's Phase II archeology investigations;

f. A proposed grading plan and construction phasing plan and timetable, including square footage of development by use for all proposed development tied to Detailed Site Plan submittals to M-NCPPC;

g. A plan for roads to be turned over to the Town of Riverdale Park as public rights-of-way upon completion of construction.

7. Environmental Design Requirements. The Developer shall submit an application to the U.S. Green Building Council (USGBC) under Leadership in Energy and Environmental Design for Neighborhood Development (LEED-ND) for a Smart Location and Linkage (SLL) prerequisite review at the time of submission of a Preliminary Plan of Subdivision to M-NCPPC, and provide the results for review prior to approval of the Preliminary Plan. Upon GBCI/USGBC approval of SLL prerequisites, the Developer agrees to pursue and employ commercially reasonable efforts to obtain conditional approval of the plan under LEED-ND 2009 Stage 1 (pre-entitlement) approval. If, based on pre-entitlement review, full certification through LEED-ND is not practicable, then Applicant shall at Detailed Site Plan provide a LEED score card that demonstrates a minimum of silver certification for all new construction and that will be enforced through DSP review. If the LEED score card requirements cannot be enforced through the DSP review or other third-party certification acceptable to both the Developer and the Town (and pursued by the Developer at its expense), at minimum the Applicant shall pursue silver certification under LEED-NC and LEED Homes, or if available, equivalent standards as determined at time of DSP by the Town and the Developer.

8. Transportation Management. The Developer shall submit a Transportation Management Plan ("TMP") for the Proposed Project to M-NCPPC when the Developer submits a Preliminary Plan of Subdivision. The TMP must provide for the full funding of the TMP by the Developer. The TMP and funding obligations shall run with the land until such time as Prince George's County establishes a Transportation Demand Management District ("TDMD") that includes the Property. When a TDMD is established, the TMP may become part of the District and monitored by the Transit Management Authority ("TMA"). The TMP shall establish measures to achieve a maximally efficient use of the adjacent transportation facilities. The TMP may be modified to account for changes in transportation needs and availability as the Proposed Project is developed and occupied. The TMP shall establish trip reduction goals with reporting and monitoring provisions subject to independent verification. The TMP shall include those elements referenced in a letter to Susan Lareuse dated November 15, 2011, pages 9-10, attached to this Declaration as Exhibit G, car and bike share, and residential and employee subsidies. TMP shall also provide for a private shuttle to be provided at the Developer's expense.

9. Transportation Demand Management Program. The Developer shall establish a Transportation Demand Management Program under the Prince George's County Transportation Demand Management District Ordinance, the timing for which shall be determined at Preliminary Plan of Subdivision. The Plan shall provide for traffic reduction goals and periodic independent verification of whether the goals have been met, including restricting the maximum

allowable density in the Proposed Project to a level that will generate average net additional daily vehicle trips on Baltimore Avenue that are no more than 20% above current levels and net additional peak hour trips that are no more than 20% above current peak-hour vehicle trips at AM (06:00-09:00), mid-day (11:00-14:00), PM (16:00-19:00), and Saturday (08:00-20:00). The Developer shall arrange for trip counts required under the Plan to be performed at fixed locations located East-West Highway and the southern entrance to the Proposed Project, and between Queens Chapel Road and the northern entrance to the Proposed Project. Traffic reduction goals in the Plan shall be based upon traffic estimates that have been reviewed and determined to be appropriate by the Transportation Planning Section of M-NCPPC. If traffic reduction goals are not met, the Developer shall institute additional traffic reduction measures as may be required by M-NCPPC.

10. Private Shuttle Service. The Developer shall provide a private shuttle vehicle to and from the Prince George's Plaza Metro station and the College Park Metro station as necessary to achieve a 15 minute headway between 6:30 a.m. to 9:00 a.m. and 4:30 p.m. to 7:00 p.m, Monday through Friday. The Developer may include this requirement as part of the TMP, and the Developer may satisfy this requirement privately or by participating in one or a combination of existing or future adjacent public transportation services. The Developer must provide the Town with the specifications and assurances for any shuttle service prior to issuance of any use and occupancy permit by Prince George's County. The Developer must continue to provide the shuttle service until an alternative is approved by the Town.

11. Transportation Demand Management District. The Developer shall participate with the establishment and maintenance of a Transportation Demand Management District that extends from Paint Branch Parkway to Queensbury Road, and shall provide such financial support for the TDMD as Prince George's County may require.

12. Circulator Bus. The Developer shall make provision at the time of Preliminary Plan of Subdivision that it will participate in a circulator bus program whether operating as part of a TDMD or other effort, and shall contribute funds for this purpose as may be required as part of approval of a Preliminary Plan of Subdivision for the Property.

13. Traffic Control at Baltimore Avenue and Van Buren Street. Prior to approval of any Detailed Site Plan for the Proposed Project by M-NCPPC, the Developer shall submit a traffic signal warrant study following the accepted methodology of Prince George's County Department of Public Works & Transportation or the Maryland State Highway Administration for the intersection of Baltimore Avenue and Van Buren Street. If one or more traffic signals are deemed warranted by the appropriate agency, the Developer shall initiate a bond to secure the entire cost of signal installation prior to the release of any building permits for the Proposed Project and shall agree to install the signals directed by DPW&T or the State Highway Administration. Further, subject to SHA approval, the Developer shall install the traffic control devices as noted on Sheet 4 of the Development Plan (Pork Chops Island) attached to this Declaration as Exhibit H to direct traffic so that no traffic may directly access or egress the Property across Baltimore Avenue along Van Buren Street. Both entrances and exits at Woodberry and Wells Parkway, respectively, north and south of the Van Buren Street "gateway," must be right turn only in and out. If for any reason, including lack of warrants or SHA or other required governmental approval, the traffic signal and other traffic control

measures described in this paragraph are not installed, or cannot be installed, the Developer may not undertake any development of the Proposed Project.

14. Tree Preservation. Prior to approval of a special permit, special exception, Detailed Site Plan, or grading permit by M-NCPPC or Prince George's County, whichever is first, Developer shall make every effort to meet the County's ten percent tree canopy coverage requirement through the preservation of existing mature woodland, specimen trees and other large existing trees, and landscaping rather than through new plantings, fees in lieu or other mitigation measures.

15. Specialty Grocery Store. The commercial anchor of the Proposed Project will be a Whole Foods specialty grocery store consisting of approximately 32,000 square feet gross floor area (the "grocery store") or comparable specialty grocery store constructed and operating in the locations labeled as "6d" on Map 1: Concept Plan A or Concept Plan B, dated January 7, 2012 (attached to this Declaration as Exhibits C and D), and also labeled as "BLOCK 6d RETAIL/COMMERCIAL/OFFICE" on Sheet 3 of the Development Plan attached to this Declaration as Exhibit J ("the Development Site").

a. Promptly after approval of the Zoning Reclassification Developer shall file an application with the appropriate government authorities, pursue diligently, and use commercially reasonable efforts to obtain all necessary permits and approvals for the development and operation of the grocery store on the Development Site including, but not limited to approvals of a Preliminary Plat of Subdivision, Detailed Site Plan, Final Subdivision Plat and development and construction permits.

b. Promptly after receipt of all necessary approvals and permits, Developer shall proceed diligently to construct the grocery store on the Development Site, with the expectation that the grocery store will be open for business not later than January 1, 2015 (the "Opening Date"). The Developer and Town understand that Developer's construction schedule and opening date for the grocery store may be affected by acts of government authorities, acts of *force majeure*, and other acts beyond the control of Developer, but Developer shall use commercially reasonable efforts to achieve the Opening Date.

c. The Town recognizes that lease issues, Whole Foods or Developer business issues, or other factors may prevent Whole Foods from opening the grocery store or may result in Whole Foods closing the grocery store after it has opened. Town agrees that Developer may substitute for Whole Foods another brand name specialty grocery store of similar size and whose operation utilizes comparable product lines, product variety and quality, and service standards. As examples, and not by way of limitation, for purposes of this Paragraph comparable brand name specialty grocery stores would include Trader Joe's and Fresh Market.

d. For a period of five (5) years from the issuance of a use and occupancy permit for the grocery store, the Development Site may not be used for any purpose other than the grocery store.

16. Tree Conservation. At the time of Preliminary Plan of Subdivision, the Developer shall submit a Type I tree conservation plan that demonstrates that the Prince

George's County woodland conservation threshold has been met on-site to the fullest extent practicable. At a minimum, preservation shall be focused on the highest priority areas on the Property (Forest Stands 1 and 3).

17. Detailed Site Plan Requirements. Any Detailed Site Plan that the Developer submits to M-NCPPC for the Property shall:

a. Ensure that at least 80 percent of the parking for the Proposed Project is in structured parking during all phases of construction after completion of construction of the first multi-family building in the Proposed Project;

b. Preclude vehicular access to the Calvert Hills residential neighborhood to the north and Tuckerman Street to the south of the Property;

c. Include Design Standards for sustainability that address environmental health, air and water quality, energy efficiency, and carbon neutrality; and

d. Terminate Van Buren Street at a building or enhanced park feature.

18. Trip Cap. The Developer may not develop any uses on the Property that individually or collectively will result in vehicular traffic that will generate more than 548 AM new peak hour trips and 902 PM new peak hour trips for full build out of the development, except that the maximum number of AM new peak hour trips and PM new peak hour trips may be amended, but not increased as part of the approval of the Preliminary Plan of Subdivision. The maximum number of AM new peak hour trips and PM new peak hour trips shall not include purely internal trips within the Proposed Project.

19. Restriction on Development Activity Without Detailed Site Plan. Developer may not clear-cut or re-grade any portion of the Property until a Detailed Site Plan for that portion of the Property has been approved.

20. Maryland Avenue Extension. Applicant shall make provisions at Preliminary Plan of Subdivision to construct, to at least a similar standard as the existing Maryland Avenue roadway to the immediate south of the Property, an extension of Maryland Avenue from the southern boundary of the Property to where the existing roadway ends north of Tuckerman Street as shown on Exhibit I attached hereto. Provided that right-of-way exists, construction of the Maryland Avenue extension must be completed before Prince George's County issues the first use and occupancy permit for any retail, office or hotel use on the Property. No portion of any building on the Property may be used or occupied for residential, retail, office, or hotel use until construction of the Maryland Avenue extension has been completed and opened for travel by public safety and emergency service vehicles.

21. CSX Crossing. Prior to the approval of a preliminary plan of subdivision, the Developer shall do the following, all in a manner acceptable to Prince George's County and the Town of Riverdale Park:

a. On the Preliminary Plan show a crossing over the adjacent CSX railroad tracks (the "CSX Crossing"). The "CSX Crossing" shall mean a bridge, raised roadway, underpass or any other type of way, including on-site and off-site approaches, for vehicles, bicycles and pedestrians to pass across the railroad right-of-way to travel between the subject property and lands to the east of the property.

b. Establish a funding mechanism using a combination of public and private funds, subject to any required governmental approval, which must be obtained prior to the first detailed site plan; establish a system of financial assurances, performance bonds or other security to ensure completion of construction and establish a timetable for construction, of the CSX Crossing in accordance with the Preliminary Plan.

c. Provide a letter from the University of Maryland that recommends approval of the CSX Crossing as shown on the Preliminary Plan and identifies the land or right-of-way acquisition cost, if any, necessary for the construction of the CSX Crossing on land owned by the University.

d. Provide cost estimates for the design, permitting and construction of the CSX Crossing, including off-site land or right-of-way acquisition costs, if any.

The Developer shall participate in the design, provision and acquisition of rights-of-way, permitting, funding and construction of the CSX Crossing, equal to half the complete costs, but not to exceed Five Million Dollars (\$5,000,000). The Developer shall make all reasonable efforts to obtain public funding (federal, state, county, municipal) as necessary in addition to its CSX contribution to construct the CSX Crossing. Public funding may include all or a portion supported by tax increment financing as may be authorized in accordance with state and local laws. If the manner of public funding is tax increment financing, or any other funding mechanism that requires the approval of the County Council or other government body or entity, the approval of the County Council and all other government bodies or entities must be obtained prior to the approval of any Detailed Site Plan for the subject property.

e. The implementation of the CSX Crossing shall be in accordance with the following:

i. Prior to the issuance of any permits for development on the Property the Developer (a) must submit a roadway plan for the location and design of the CSX Crossing to CSX, or to AECOM or other agent designated by CSX, and to the University of Maryland, and (b) must have received letters from both of them that approve the construction of the CSX Crossing in accordance with the roadway plan, subject to approval and authorization of the final construction plan, and verification by the Department of Public Works and Transportation that the roadway plan is appropriate for construction of the CSX Crossing and has been approved by, CSX and the University of Maryland.

ii. Developer may not construct more than 100,000 square feet of retail, office and hotel space or for more than 120 residential dwelling units until the Developer (a) has received all necessary permits and approvals for construction of the CSX Crossing, (b) has provided the Prince George's County Department of Public Works and

Transportation with all approved financial assurances and performance security to ensure completion of construction of the Crossing, and (c) has commenced construction of the Crossing as verified by the Prince George's County Department of Public Works and Transportation.

iii. Developer may not use or occupy more than 100,000 square feet of retail, office and hotel space or more than 120 residential dwelling units until construction of the CSX Crossing is at least 50% complete as verified by the Prince George's County Department of Public Works and Transportation, and the Department of Public Works and Transportation has verified that all approved financial assurances and performance security to ensure completion of construction of the Crossing remain in full force and effect.

iv. Developer may not construct more than 382 residential dwelling units until the CSX Crossing is open for use by public vehicular traffic as verified by the Prince George's County Department of Public Works and Transportation.

v. Developer shall timely provide the Town with copies of all submittals, notices, approvals and determinations made pursuant to this Paragraph 21.

22. University Park Traffic Study. Before submitting a Preliminary Plan of Subdivision, Developer shall commission and submit to the Town a traffic study ("traffic study") prepared by a traffic engineer acceptable to the Town, that evaluates the anticipated impacts of the Proposed Project on traffic, roads and intersections within and on the perimeter of the Town. The traffic study shall be delivered to the Town no less than 30 calendar days prior to the Board Hearing on the Preliminary Plan.

23. University Park Police Services. On or before the date of the opening of the Whole Foods or other specialty grocery store, the Developer shall pay to the Town the sum of up to \$100,000.00 to hire, outfit, train and pay of one police officer for one year.

24. Certain Uses Prohibited. Developer agrees that neither a gas station nor a vehicle repair facility will be allowed to be constructed or operated on the Property

25. Declaration to Be Recorded. The Town shall hold this Declaration in escrow until the Zoning Reclassification is approved by the Council and becomes final and beyond appeal. The Town then may record this Declaration among the Land Records of Prince George's County. Developer agrees to not encumber, enter into a contract of sale or convey the Property or any part of the Property before the Declaration is recorded by the Town unless the Developer has first notified the Town of the proposed encumbrance, contract or conveyance and the other party to the encumbrance, contract or conveyance has delivered to the Town a joinder to this Declaration. In the event that zoning reclassification is not approved or does not become final, then this Declaration of Covenants shall have no further force or effect and the original held in escrow will be destroyed.

26. Entire Agreement. This Declaration contains the entire agreement between the parties with respect to the transactions contemplated herein.

27. Time of Essence. Time is of the essence in this Declaration.

28. Amendment. This Declaration may only be amended by written instrument executed by Developer and the Town and recorded among the Land Records of Prince George's County.

29. Successors and Assigns. Neither Developer nor the Town may assign or transfer their interest in the Declaration without the prior written consent of the other party.

30. Multi-family Dwelling Property Management. When any portion of the Property is used for residential multi-family rental housing, in order to ensure high quality unitary management the portions of the Property used for such housing must be managed by Developer or its affiliates, or in the alternative, by a professional management agent with a strong reputation in multi-family residential property management and whose principal management representative shall have a minimum of 10 years experience managing multi-family rental properties in the Washington, D.C., metropolitan area. Developer must notify the Town of any change in management agent, or of any determination to discontinue the use of a professional management agent, within 10 days after the change or the decision.

31. Declaration Constituting Covenants Running With the Land. Developer hereby declares that, from and after the date of this Declaration, the Property shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such covenants, conditions, restrictions, use limitations, obligations and as are set forth in this Declaration, all of which covenants, conditions, restrictions, use limitations, obligations, and shall be deemed to run with and bind to the Property and shall be binding on Developer, its, successors and assigns, and shall not be construed merely as personal obligations or covenants of Developer; and shall be for the benefit of the Town, its successors and assigns, and enforceable by it at law or in equity. If the Developer is composed of more than one individual or entity, this Declaration shall be binding upon them jointly and severally.

32. Notices. Any notice or communication required or contemplated by this Declaration shall be deemed given: (i) when deposited the United States Mail, Certified with Return Receipt Requested, postage prepaid; (ii) when delivered by commercial messenger service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the notice address; or (iii) otherwise when actually received at the notice address by the person to whom it is addressed. Notice addresses shall be as follows:

TO DEVELOPER:

Calvin Cafritz Enterprises
Matthew Issembert
1828 L Street, NW, Suite 703
Washington, DC 20036:

With copy to:

Rifkin, Livingston, Levitan & Silver, LLC
Richard K. Reed, Esquire
7979 Old Georgetown Road
Bethesda, Maryland 20814

TO TOWN:

Town of University Park
c/o Town Mayor
6724 Baltimore Avenue
University Park, Maryland 20782

with copy to:

Suellen M. Ferguson, Esquire
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street, 4th Floor
Annapolis, Maryland 21401

33. Interpretation: This Declaration has been prepared by all parties hereto, and the language used in this Declaration shall not be construed in favor of or against any particular party or parties, it being the intent of the parties that this Declaration shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party solely because of that party's role in the drafting of this Declaration.

34. Applicable Law, Jurisdiction and Venue: This Declaration is being executed and delivered, and is intended to be performed, in the State of Maryland, and shall be interpreted, construed and enforced in accordance with the laws of such State without regard to those principles governing conflicts or choice of laws. Jurisdiction and venue for any dispute involving the interpretation or breach of this Declaration shall be in Maryland State courts located in Prince George's County, Maryland. To the extent allowed by law, the parties expressly waive the right to bring or remove any such action to a federal Court having jurisdiction. If a proceeding must be brought in a federal court, the action shall be brought in the United States District Court for the District of Maryland.

35. Noncontestibility of Declaration. The parties agree not to challenge or contest, and waive any right to challenge or contest, in any legal or equitable proceeding, in any forum whatsoever, the validity, legality or enforceability of this Declaration or any or all of its provisions, terms or conditions.

36. Declaration Supplementary. This Declaration, and Developer's obligations and Town's rights under this Declaration, are supplementary to any obligations and rights of the parties under statute, ordinance or regulation.

37. Severability. In the event any portion or provision of this Declaration is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Declaration shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Declaration which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

38. Effect of Waiver on Breach. The waiver by any party hereto of a breach of any provision of this Declaration shall not operate or be construed as a waiver of such breach by any other party, as an amendment of this Declaration, or as a waiver of any subsequent breach of the same or any other provision of this Declaration by waiving party or by any other party hereto.

39. Enforcement, Attorney Fees Upon Breach. The Town shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property, and/or Developer pursuant to the provisions of this Declaration of Covenants. The parties agree that if Developer should breach the terms of this Declaration of Covenants, the Town would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Declaration of Covenants. In any adversarial proceedings between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded, all expenses the prevailing party incurs in those proceedings, including, without limitation, reasonable attorneys' fees and expenses.

40. No Third Party Beneficiaries. This Declaration is not intended to, nor does it convey any rights or remedies whatsoever to any third party.

41. Counterpart. This Declaration may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed and affixed their seals to this Declaration as of the date first above written.

DEVELOPER:

Calvert Tract LLC

By: _____

Name: Calvin Cafritz

Its: Authorized Signatory

STATE OF _____, _____ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2012, appeared _____,

known to me or satisfactorily proven to me to be the _____ of CALVERT TRACT, LLC, and the person whose name is subscribed to the within Declaration, and said person acknowledged the within Declaration to be said person's act as _____ of CALVERT TRACT, LLC, and, as such, the act of said limited liability company.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

TOWN OF UNIVERSITY PARK:

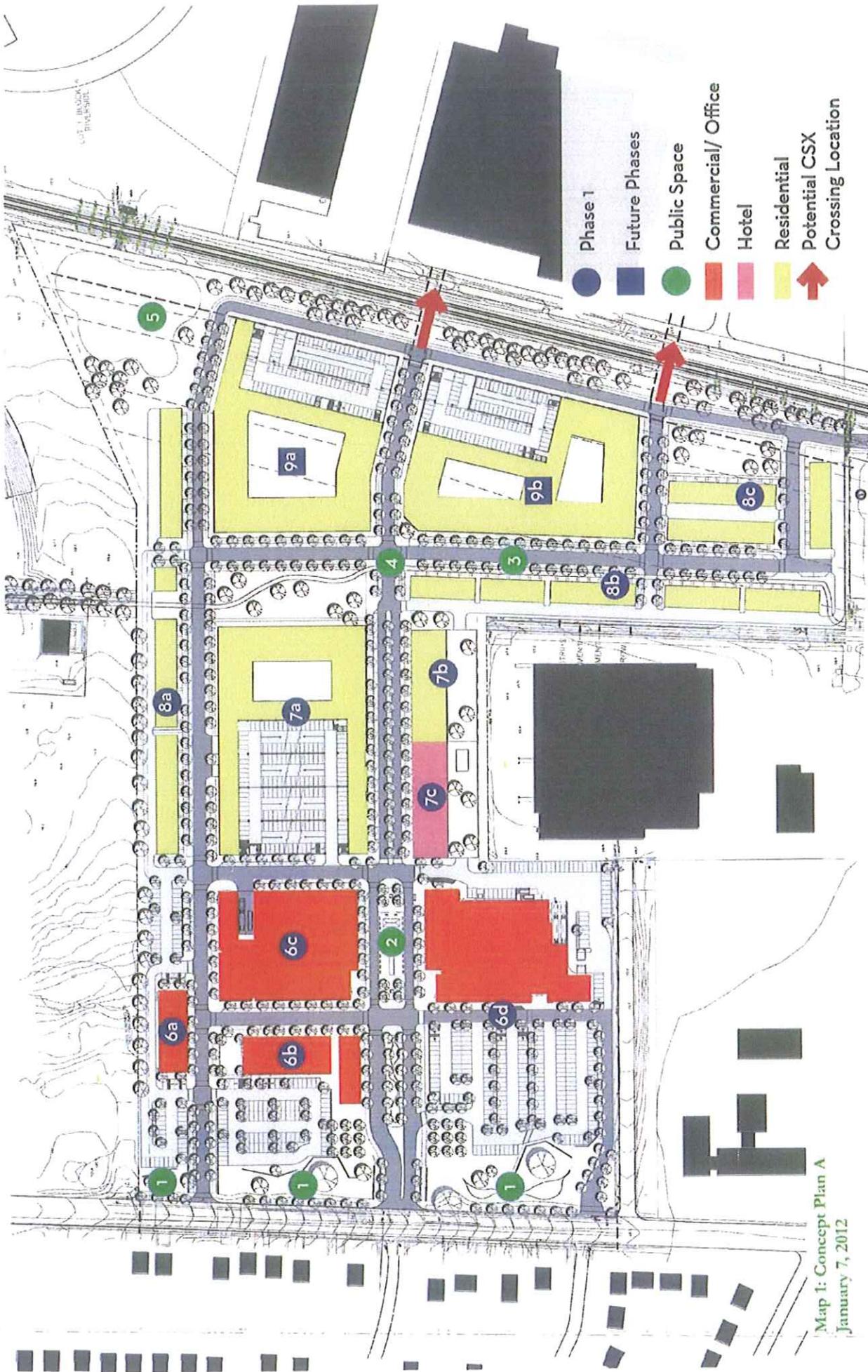
By: _____
John Rogard Tabori, Mayor

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2012, appeared JOHN ROGARD TABORI, MAYOR OF THE TOWN OF UNIVERSITY PARK, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Declaration, and said person acknowledged the within Declaration to be said person's act as Mayor for the purposes therein contained.

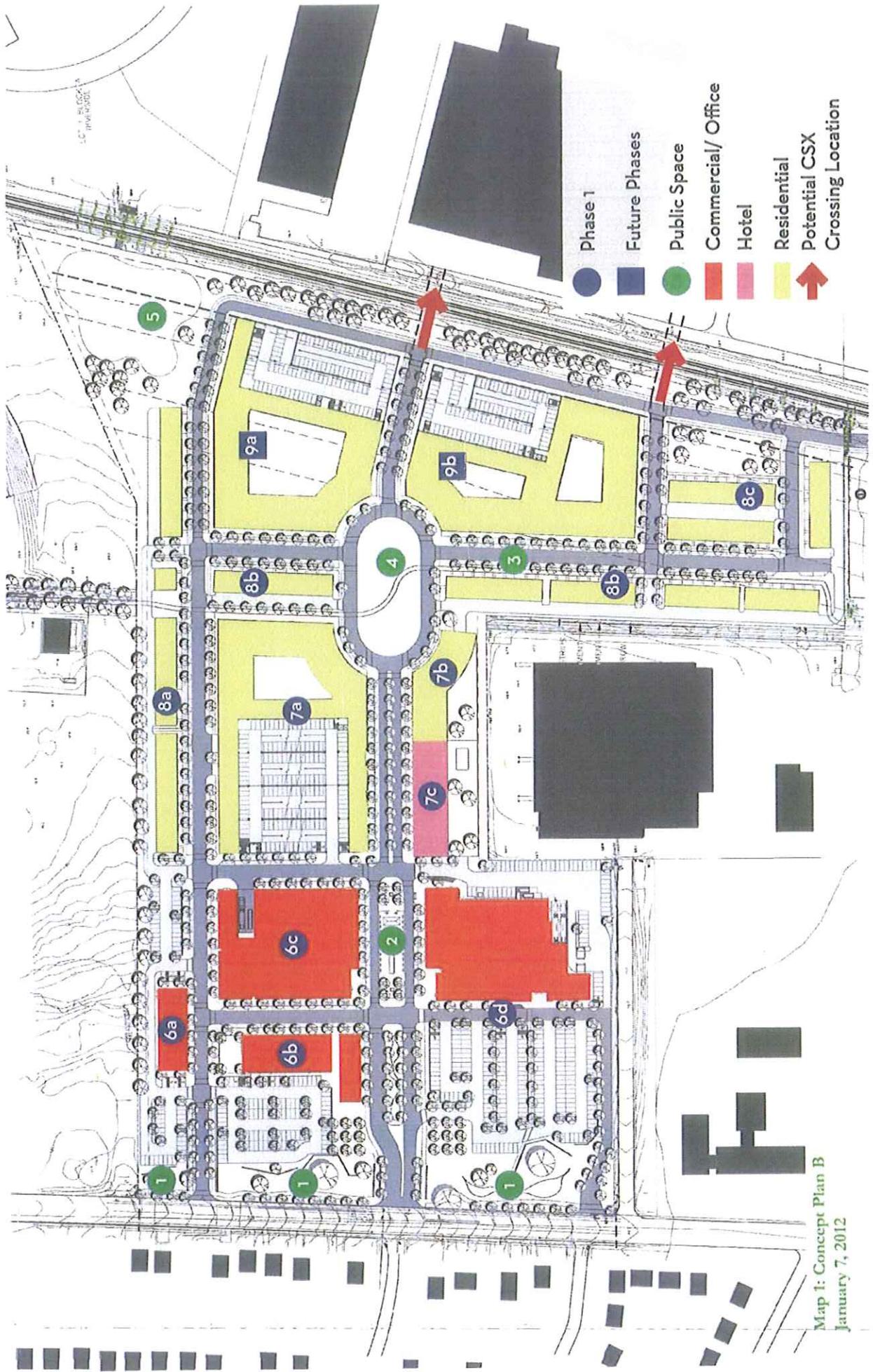
AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:



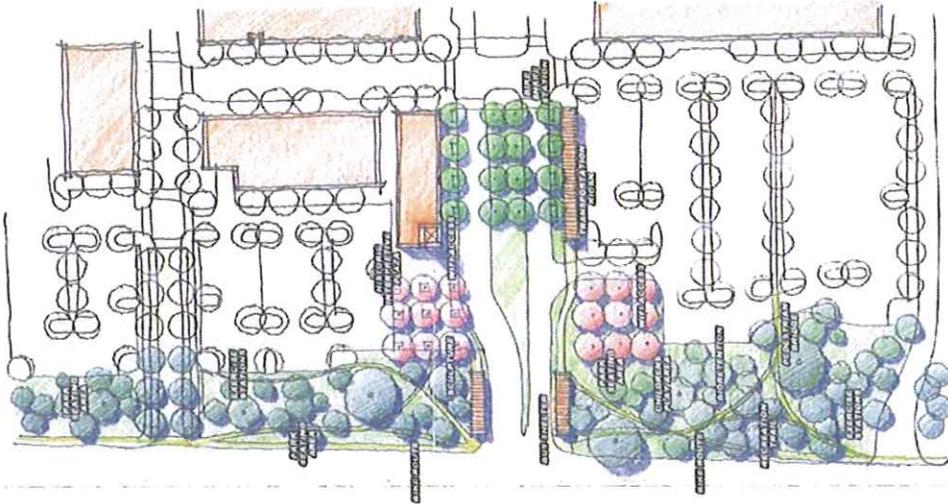
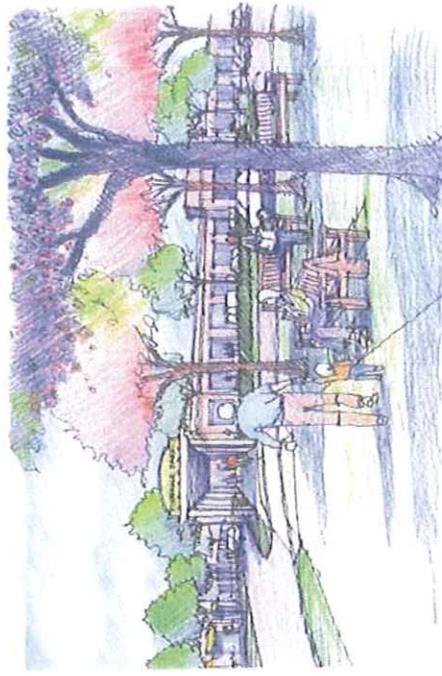
Map 1: Concept Plan A
 January 7, 2012

Exhibit C



Map 1: Concept Plan B
January 7, 2012

Exhibit D



Calvert Tract, LLC

Gateway Park
January 7, 2012

CAFRTZ PROPERTY
at Riverdale Park

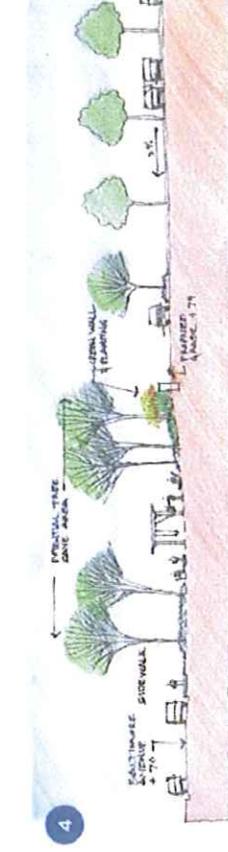
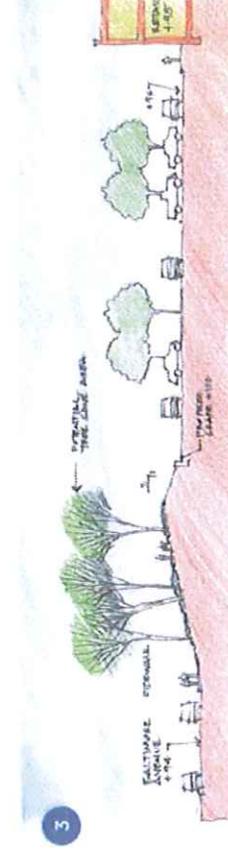
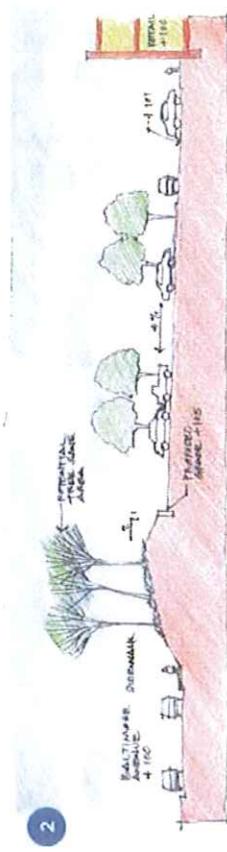
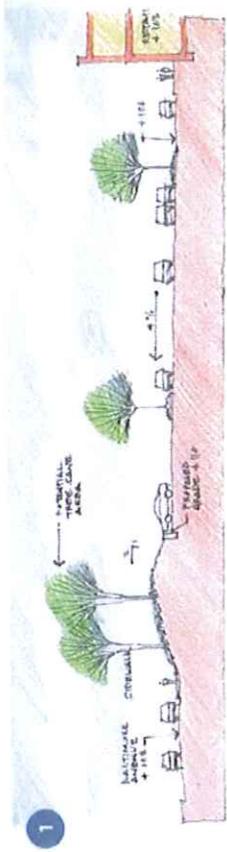


Prince George's County

PARKER RODRIGUEZ, INC.



Exhibit E



PARKER RODRIGUEZ, INC.

Prince George's County



CAFRITZ PROPERTY
at Riverdale Park

Parking Sections
January 7, 2012

Calvert Tract, LLC

Exhibit F

RIFKIN, LIVINGSTON, LEVITAN & SILVER, LLC

ATTORNEYS AT LAW

ALAN M. RIFKIN
SCOTT A. LIVINGSTON (MD, DC)
LAURENCE LEVITAN
EDGAR P. SILVER†
MICHAEL V. JOHANSEN
JOEL D. ROZNER (MD, DC)
RICHARD K. REED
NORMAN D. RIVERA
M. CELESTE BRUCE (MD, DC)
JAME B. EISENBERG (MD, DC, NY)
CHARLES S. FAX (MD, DC, NY)
CAROLYN JACOBS
PATRICK H. RODDY
ELLEN B. FLYNN (MD, DC, CT)
ERIC L. BRYANT
MICHAEL D. BERMAN (MD, DC)
JOYCE E. SMITHEY (MD, DC, NH)
A. THOMAS PEDRONI, JR.
MELVIN A. STEINBERG†
MICHAEL S. NAGY (MD, VA)
LIESEL J. SCHOPLER (MD, DC)
CHRISTOPHER L. HATCHER
MICHAEL A. MILLER
LINDSAY S. KATZ (NY, NJ)
JULIA E. BRAATEN
LANCE W. BILLINGSLEY†
ELIZABETH K. MILLER†
OF COUNSEL
PERMANENT RECORDS CLERK
JOSH M. WHITE

7979 OLD GEORGETOWN ROAD • SUITE 400
BETHESDA, MARYLAND 20814
(301) 951-0150 • FAX (301) 951-0172
WWW.RLLS.COM

225 DUKE OF GLOUCESTER STREET
ANNAPOLIS, MARYLAND 21401
(410) 269-5086 • FAX (410) 269-1235

14801 MAIN STREET
UPPER MARLBORO, MARYLAND 20772
(301) 345-7700 • FAX (301) 345-1294

600 WASHINGTON AVENUE • SUITE 805
TOWSON, MARYLAND 21204
(410) 583-9433 • FAX (410) 583-9439

November 15, 2011

Ms. Susan Lareuse
Development Review Division
Maryland-National Capital Park
and Planning Division
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772

Re: Cafritz Property A-10018

Dear Susan:

As you are aware, we continue to work with all of the communities involving the Cafritz Property, including Riverdale Park, University Park, College Park, and Hyattsville. The municipalities are in the process of formulating their positions with regard to our application and several focus areas have emerged to which we thought we should respond.

I. COMMUNITY VISION

The vision for the Cafritz Property at Riverdale Park is to create a unique mixed-use development that is built upon a pedestrian-oriented system of public, tree-lined streets with wide sidewalks and public parks anchored by neighborhood-oriented retail, new residential uses, and a strong integral public realm. The Plan takes advantage of the site's close proximity to several public transportation options, high visibility along well-traveled US Route 1 and respect for the existing residential neighborhoods to the west, to the north, and to the south. The conceptual plan encourages pedestrian and bicyclists to ambulate through this new

Exhibit G

opportunities within the project.

2. **On-site construction:** To encourage alternate modes of transportation and internal site trips, facilities such as the following should be provided:
- Transit Resource Kiosks in the residential lobbies.
 - Bicycle storage facilities on-site for the office and residential tenants and bike racks for retail customers.
 - On-site taxi loading/waiting zone.
 - The multi-family buildings should maintain an on-site business center which may be made available for any residents of the apartments who choose to work from home.
 - A service may be provided through the multi-family management office to provide a taxi hotline or phone available to call cabs, site-specific transit schedules and information, and the sale of transit passes to residents, employees, and visitors.
 - If permitted/desired by the public transit services (including MTA, The Bus, UM Shuttle) a bus shelter will be provided on the property frontage of US 1 and/or within the site as directed by the transit services.
 - Participate in a shuttle service for resident tenants, workers and patrons connecting to the existing Metro, MARC, and/or future Purple Line stations.
3. **Commuter Assistance Program:** Residential management, employers and residents will be encouraged to undertake traffic mitigation strategies such as the following:
- Transit passes/tokens offered at the work site.
 - Pretax payroll deduction for transit costs for employees.
 - Carpool matching for employees.
 - Alternate work schedules, including flex time, compressed workweek, telecommuting and job sharing.

TDM programs, like the one presented above, influence the mode choice and travel behavior of residents, employees, patrons and visitors. These programs reduce peak hour employee and resident vehicle-trips, reduce parking demand, and promote ridesharing and transit use. The combination of the elements listed above, coupled with the close proximity to Metro and the mix of uses on the site will help reduce single occupant vehicle trips.

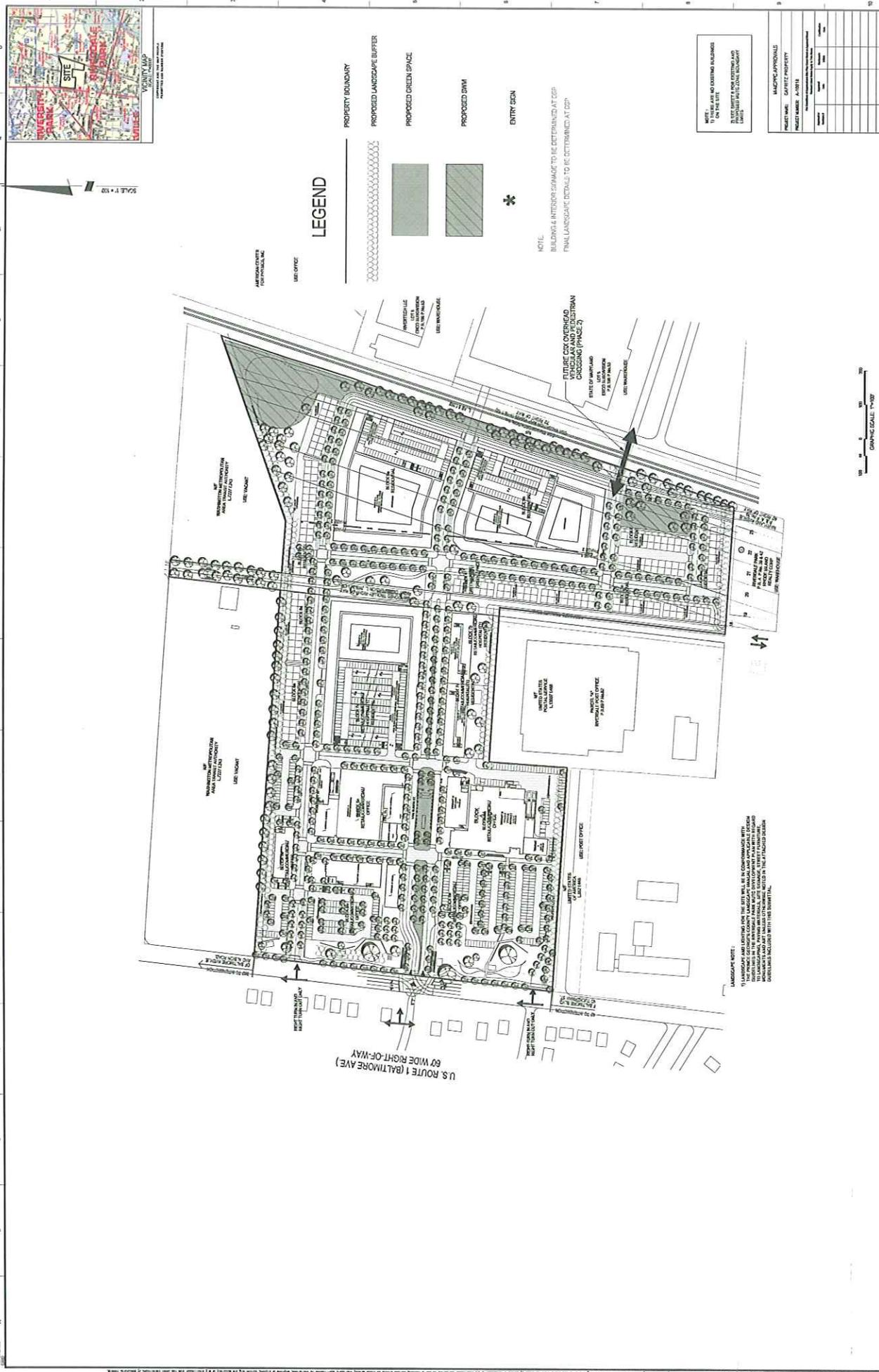
C. EMERGENCY ACCESS: The Applicant agrees with Riverdale Park and University Park that a connection to Maryland Avenue to lead to the Riverdale Park Town Center for emergency and public transit vehicles should be thoroughly studied as a possible route for accessing the site from the south. Implementation of such a possible connection will be incorporated into the overall Development Plan

B. TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN: The potential for vehicle trip reductions are significant for the Cafritz Property due to: (1) the proximity of the College Park Metro Station, the Riverdale MARC Station, numerous bus transit and shuttle services along US 1 and MD 410, the extension of Rhode Island Avenue bike trail and the proposed Purple Line station on River Road all of which provide alternate modes of travel; (2) the synergy of uses planned on the site and in the immediate vicinity including, office, residential, and retail that will internalize site trips and provide access to services for the residents internal to the project as well as the opportunity for a live work dynamic; and (3) trip reduction measures provided by the project.

A comprehensive Transportation Demand Management (TDM) program is proposed with this project. The program would establish a series of measures to influence travel behavior by mode, frequency, time, route, or trip length in order to achieve a maximally efficient use of the adjacent transportation facilities. The following presents a suggested TDM program for the Cafritz Property at Riverdale Park project and includes descriptions for each of the elements that could comprise the TDM program. As the project is developed and occupied, modifications and additions to this TDM program should be considered.

The TDM plan would consist of the following elements:

1. **Transportation Coordinator:** A transportation coordinator will be the primary point of contact for coordinating, monitoring and completing the TDM program. The duties may include the following:
 - The Transportation Coordinator would participate in any future County Transportation Management Organization (TMO).
 - The Transportation Coordinator would maintain displays of printed rideshare marketing materials or an electronic display with direct links to City, County and WMATA web pages.
 - The Transportation Coordinator would make available to new tenants and residents materials that include site-specific transit-related information and promote the transit opportunities in all promotional materials and advertisements for the property.
 - The Transportation Coordinator would also implement a transit-advertising program that would be distributed several times a year to existing commercial tenants. This booklet will provide information about transit/ridesharing opportunities so that new employees will be informed of the transit options available.
 - The Transportation Coordinator will provide a "transportation information" section within the Cafritz Property website. The website could include a transportation section that provides details of the current TDM program with links to; www.WMATA.com; www.mtmaryland.com; www.commuterconnections.com and other commuter assistance websites.
 - All office tenants will be provided information about the housing and retail shopping



LEGEND

- PROPERTY BOUNDARY
- PROPOSED LANDSCAPE BUFFER
- PROPOSED GREEN SPACE
- PROPOSED SWM
- ENTRY SIGN
- * (Symbol)

NOTE:
 BUILDING INTERIOR FINISHES TO BE DETERMINED AT CDP
 FINAL LANDSCAPE DETAILS TO BE DETERMINED AT CDP

NOTE:
 1. SEE LIST OF EXISTING BUILDINGS ON THE SITE
 2. SEE SHEET FOR EXISTING AND PROPOSED MULTICULTURAL BOUNDARY

LANDSCAPE APPROVALS	
PROJECT NAME:	CAFRTZ PROPERTY
PROJECT NUMBER:	A-10018
DATE:	
BY:	
CHECKED BY:	
DATE:	
APPROVED BY:	
DATE:	

LANDSCAPE AND SIGN LOCATION PLAN
DEVELOPMENTAL SITE PLAN
CAFRTZ PROPERTY
A-10018

SCALE: 1" = 100'
 GRAPHIC SCALE: 1" = 50'

DATE:	02/11/2014
BY:	LSI
CHECKED BY:	LSI
DATE:	02/11/2014
APPROVED BY:	LSI
DATE:	02/11/2014

OWNER/DEVELOPER/PLANNING:
 CAFRTZ TRUST LLC
 1000 K STREET, N.W.
 WASHINGTON, D.C. 20004
 PROJECT NO: A-10018
 CONTACT NAME: MICHAEL GARDNER
 PHONE: 202.462.1111

MISS UTILITY NOTE:
 MISS UTILITY LOCATIONS SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. MISS UTILITY LOCATIONS ARE SHOWN AS APPROXIMATE LOCATIONS. THE ACTUAL LOCATION OF MISS UTILITY SHALL BE DETERMINED BY MISS UTILITY LOCATIONS AND SHALL BE SHOWN ON THE MISS UTILITY LOCATIONS SHEET.

DATE:	02/11/2014
BY:	LSI
CHECKED BY:	LSI
DATE:	02/11/2014
APPROVED BY:	LSI
DATE:	02/11/2014

DATE:	02/11/2014
BY:	LSI
CHECKED BY:	LSI
DATE:	02/11/2014
APPROVED BY:	LSI
DATE:	02/11/2014

LSI Landscape Architecture, Inc.
 4000 Forbes Boulevard, Suite 200
 Lanham, MD 20786
 1-301-774-7505 / 1-301-774-7506

Exhibit H

The original of this drawing document was prepared by Leiderman Soltesz Associates, Inc. (LSA). If this document was not obtained directly from LSA, and/or it was transmitted electronically, LSA cannot guarantee that unauthorized changes and/or alterations were not made by others. If verification of the information contained herein is needed, contact should be made directly with LSA. LSA makes no warranty, express or implied, concerning the accuracy of any information that has been transmitted by electronic means.



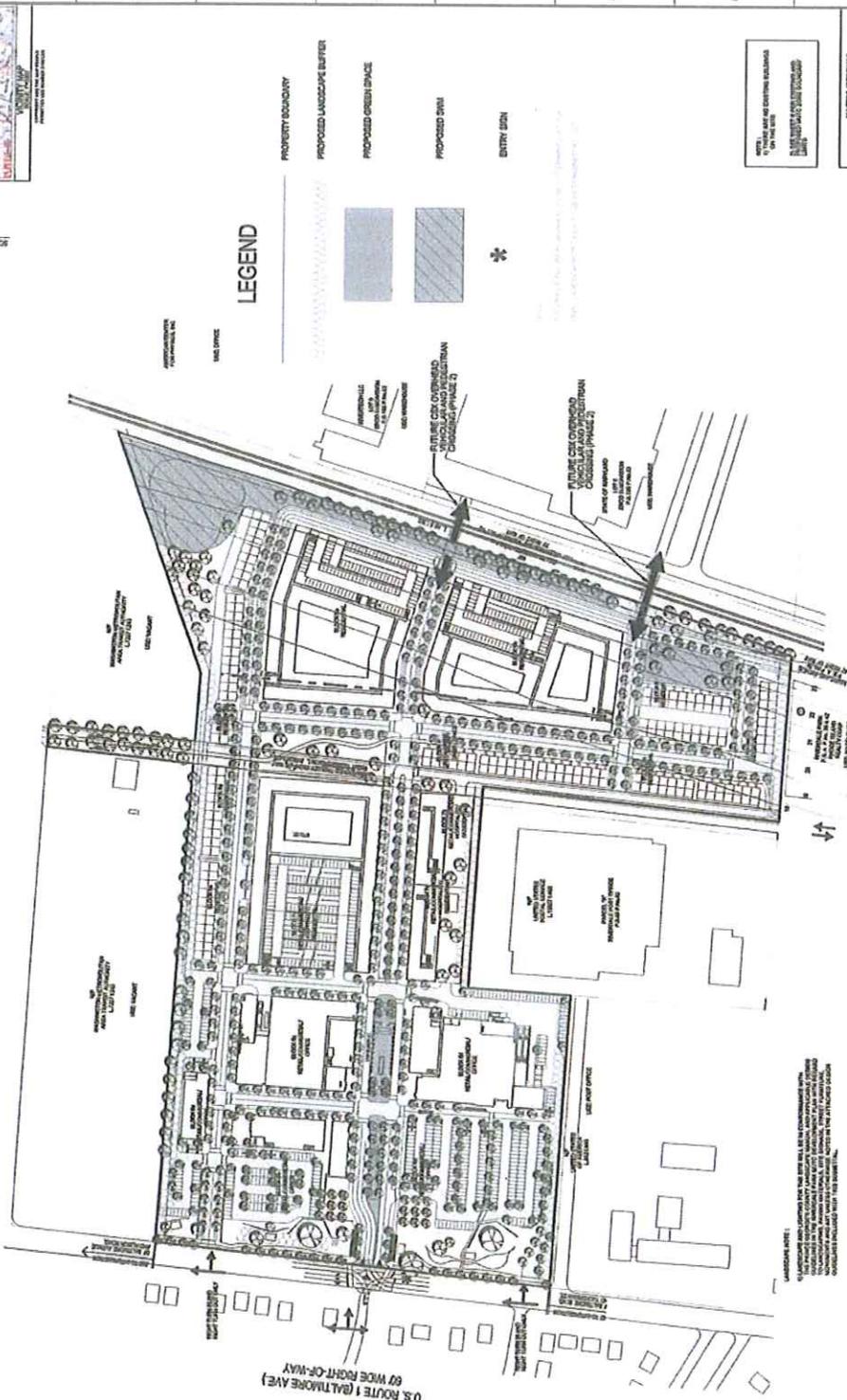
Leiderman Soltesz Associates, Inc.
4300 Forbes Boulevard, Suite 230
Lenham, MD 20706
301.794.7555 FAX.301.794.7656

DECLARATION OF CONVENANTS EXHIBIT, MARYLAND AVE.
CAFRTZ RIVERDALE
19TH ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

JOB NO. 2411-01-00 SCALE 1" = 110' DATE 12/9/2011

Exhibit I

1/10/2012 7:55:13 AM



LEGEND

- PROPERTY BOUNDARY
- PROPOSED LANDSCAPE BUFFER
- PROPOSED GREEN SPACE
- PROPOSED SIGN
- ENTRY SIGN

NOTES:
 1. SEE ALL NOTES ON DRAWING SHEETS
 2. SEE ALL NOTES ON DRAWING SHEETS
 3. SEE ALL NOTES ON DRAWING SHEETS

DATE	DESCRIPTION

DRAWING SCALE: 1"=40'

LANDSCAPE AND SIGN LOCATION PLAN
DEVELOPMENTAL SITE PLAN
CAFRTZ PROPERTY
A-10018

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

Exhibit J

Exhibit B

Letter

Exhibit B

Letter from the Town to the Planning Board



TOWN OF UNIVERSITY PARK

John Rogard Tabori
MAYOR

January 12, 2012

Honorable Elizabeth M. Hewlett
Chairman
Prince George's County Planning Board
County Administration Building – Room 4134
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772

COMMON COUNCIL
Jacqueline O. Bradley Chacón
Len Carey
Francis M. Lucas
Margaret S. Mallino
Susan E. McPherson
Anne V. O'Connor
Tracey J. Toscano

Dear Chairman Hewlett,

RE: Cafritz Property, Parcel 81 – Application A-10018

It is with pleasure that the Town of University Park submits this letter to the Planning Board presenting its position on the application for a Primary Amendment to the Town of Riverdale Park Mixed-Use Town Center Zone Development Plan and rezoning from the R-55 to the M-U-TC Zone. Pursuant to a vote by the Common Council at its January 9, 2012 regular legislative meeting, the Town supports a change to the boundaries of the approved Town of Riverdale Park Mixed-Use Town Center Zone and amendment of the approved Town Center Development Plan in accordance with Section 27-198.05(d)(1)(A) of the Zoning Ordinance of Prince George's County, and approval of the application for Zoning Reclassification, such request being subject to the Cafritz Property Consensus Conditions dated 1/9/12 (and its Exhibits) enclosed with and incorporated into this letter. If any proposed approval of the application does not contain the stated conditions, the Town's approval is automatically withdrawn and the Town's position reverts to disapproval.

During the Town's review of the Cafritz application, the Town Council held numerous public hearings; attended many meetings of neighboring Town and City Councils; reviewed a number of documents, architectural and engineering drawings and technical reports, as well as hundreds of emails and letters from interested Town residents. Town officials also attended all of the M-NCPPC staff sub-division review sessions, as well as other meetings with M-NCPPC planning staff. Finally, beginning shortly before the holidays in December and continuing until the first week in January 2012, Town representatives participated in a dozen meetings during which the conditions presented with this letter were hammered out. Throughout this complex process, we were *always* mindful of the concerns and interests of our residents.

The complexities associated with the application for this property, including its location on Route 1, the neighboring municipalities of College Park, Hyattsville, Riverdale Park and University Park; the type of zoning sought; and the character of the proposed development; produced a unique and more expansive approach to the conditions, covenants, and agreements than is normally seen at the zoning stage. Broadly speaking, the conditions cover five broad areas of concern.

- The design, financing and construction of a crossing over the CSX tracks to the east of the property (Condition 20);
- The right of review accorded to municipalities and citizens outside the M-U-TC zone (Condition #1).
- Storm water management, and the correlated issues of trees and green roofs (Conditions 7, 13, 15, 18);
- Traffic management and mitigation (Conditions 6, 8, 9, 10, 11, 12, 17); and
- Design issues and standards (Condition 5).

The Town owes a considerable debt to, and would like to thank our fellow negotiators whether from the surrounding municipalities, the County, or the Cafritz team who generously gave of their time during the holiday season to try to address the many complex issues surrounding this project.

Addressing the first two issues proved to be the most difficult and remain the most controversial. The final design of the CSX crossing condition is a delicate balance between the needs of the surrounding communities to be assured that the crossing would be financed and constructed in a timely fashion. University Park believes that the condition meets this charge, balancing the needs of community and developer in such a way as to protect the property from disturbance if the bridge cannot be constructed for technical or financial reasons. The condition extending right of review to surrounding municipalities and their citizens was particularly important to all parties involved. The M-U-TC zone is unique in that it confines community participation in the detailed site plan and permit process to individuals who live or who own property in the zone. For large projects of the nature contemplated in this application, this poses a problem for neighboring communities that share boundaries with the property and have a significant stake in its development. In order to overcome this issue a condition was fashioned that guarantees the participation of the surrounding jurisdictions that are impacted by the development through the development site plan (DSP) level and allows for continuing monitoring through the permit process. The latter is particularly important as a number of critical triggers are tied to the issuance of permits.

University Park is particularly sensitive to and strongly supportive of the traffic management conditions, which were designed to protect our citizens from the impact of so-called cut-through traffic and effectively mitigate the impacts of expected increases in traffic from the Cafritz site. These conditions call for the placement of a signalized intersection at Van Buren with a "pork chop" barrier to prevent straight-through East-West traffic, the development of a circulator bus system to carry shoppers and residents from the surrounding

communities back and forth from the site and to connecting METRO Stations; as well as a Transportation Demand Management District (TDMD) encompassing the site and parts of College Park, Riverdale Park, and the whole of University Park. University Park has committed funds to the design of the circulator bus system and has pledged to work closely with the applicant and the surrounding communities to effectuate a TDMD. If successful, this will represent the first TDMD in Prince George's County.

University Park also has worked closely with the applicant and Riverdale Park to assure that a carefully designed buffer exists between the Town and the site along Baltimore Avenue. The purpose of this buffer and the condition guaranteeing it is to assure that there is a natural succession to the applicant's Town Center from the more treed, suburban area of University Park that borders Baltimore Avenue to the west.

We respectfully request the Planning Board's favorable consideration of this application subject to incorporation of the enclosed Consensus Conditions as part of the Board's recommendation of approval.

On behalf of the Town of University Park,

Sincerely,

A handwritten signature in black ink, appearing to read "John Rogard/Tabori". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

John Rogard/Tabori
Mayor

Enclosures