

TOWN OF CHEVERLY, MARYLAND  
MAYOR AND TOWN COUNCIL

## Public Hearing

*Traffic Calming Petitions*  
September 24, 2020  
6:30 P.M.

### AGENDA

1. **Call to Order**
2. **Welcome, Brief Overview**
3. **Hearing**
4. **Recommendations**
5. **Adjourn**

If you cannot attend the Zoom, you may submit comments/concerns via email (subject line “Traffic Calming Petition”) to [townclerk@cheverly-md.gov](mailto:townclerk@cheverly-md.gov) by 5:00 p.m. Thursday, September 24.

### You are invited to a Zoom webinar

*When:* Tuesday, September 24, 2020 06:30 PM Eastern Times (US and Canada)  
*Topic:* Traffic Calming Hearing and Mayor and Council Worksession

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81694997777?pwd=MkV0b2VBdlEzSTUxcWw5VGpndURMUT09>

**Passcode: 300606**

**Webinar ID: 816 9499 7777**

Or iPhone one-tap :

US: +13126266799,,81694997777# or +16465588656,,81694997777#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782

Webinar ID: 816 9499 7777

International numbers available: <https://us02web.zoom.us/j/korFv1Pr>

TOWN OF CHEVERLY, MARYLAND  
MAYOR AND TOWN COUNCIL

WORKSESSION  
September 24, 2020  
7:30 PM

**AGENDA**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Woman's Club**
- 4. Washington Gateway Project\*** - Agreement on Outlot B and application for water management permit to construct. The Mayor will present Outlot B conveyance and extension agreement to be voted on for execution.
- 5. Interpretive Services Update** - Town and Administrator and staff will provide an update.
- 6. Update on Hotel Development** – Mayor and Administrator Galloway will provide an update regarding RDA owned property located on 450 and an update on hotel development.
- 7. Halloween Events** – Administrator Galloway will present a proposal to address Covid-19 concerns regarding Halloween.
- 8. Covid-19 Update** - Town Administrator Galloway - will provide a report to the Mayor and Council of actions taken under the COVID-19 state of emergency.
- 9. Storm Water Management Update** – Director Brayman will provide and update to Mayor and Council on the storm management inspections by the county.
- 10. Approval of the Underground Storage Tank Bid\*** – Director Brayman and EA Engineer Nelson Brooks will provide a recommendation for the approval of the underground storage tank bid.
- 11. Census and Food distribution** - Mayor will give and information about the Sunday, September 27, 2020, Census event.
- 12. September 10 Storm** - Mayor will give an update on the recovery efforts regarding the Sept 10<sup>th</sup> storm that impacted Cheverly residents.

**13. Town Meeting Draft Agenda** - The Mayor will seek Council input on agenda items for consideration the October Town Meeting.

**14. Adjourn**

\*Requires a vote by Mayor and Council.

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*When:* Tuesday, September 24, 2020 06:30 PM Eastern Times (US and Canada)

*Topic:* Worksession

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Webinar ID: 816 9499 7777

International numbers available: <https://us02web.zoom.us/j/81694997777>



Tracking No: 202061022  
Division No: 20-NT-0159  
Project: Washington Gateway

Dear Resident,

Prologis has submitted an application to the Wetlands and Waterways Program of the Water Management Administration (WMA) for a permit to construct a warehouse facility for industrial use. The project site is located at 5801 Columbia Park Road, Hyattsville, Maryland 20705, which is located at the intersection with Cabin Branch Drive. The proposed work consists of construction of a warehouse facility, proposed parking, and stormwater management that will result in waterway and floodplain impacts within the subject property.

Since you are a contiguous property owner or an appropriate local official, you are being notified of the proposed project. Person wishing to review the plans for this project may contact me at the address below. If you have any questions concerning the application, please call me at (201) 635-6037.

Sincerely,

DocuSigned by:  
  
AC4405F48EA14BC...

Brendan Warland, Vice President – Project Management  
Prologis, LP. /Liberty 5801 Columbia Park LLC  
1800 Wazee Street, Suite 500  
Denver, CO 80202

**AMENDMENT TO AGREEMENT**

THIS **AMENDMENT TO AGREEMENT** ("Amendment") made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by AMERICAN RESOURCES MANAGEMENT GROUP LIMITED PARTNERSHIP, a Maryland limited partnership, (hereinafter referred to as "ARMG") and THE MAYOR AND TOWN COUNCIL OF CHEVERLY, MARYLAND, a body corporate and politic (hereinafter referred to as "Cheverly").

**RECITALS**

RECITAL 1. On March 7, 2008, ARMG and Cheverly entered into an Agreement (the "Agreement"), which Agreement is recorded among the Land Records of Prince George's County at Liber 29737 folio 438. Pursuant to Paragraph 2 of the Agreement, ARMG was required to cause a parcel to be created pursuant to the recordation of a final plat of subdivision, which parcel was referred to in the Agreement as Outlot "B". In accordance therewith, ARMG recorded a plat of subdivision entitled "Parcel 'A' and Outlot 'B', Prince George's Business Center", which plat is recorded among the Land Records of Prince George's County at Plat Book PM 232 Plat No. 64 (the "Outlot "B" Plat"). A copy of the Outlot "B" Plat is attached hereto and made a part hereof as Exhibit "A".

RECITAL 2. Pursuant to Paragraph 3 of the Agreement, the purpose of creating Outlot "B" was to provide a buffer between

any development proposed by ARMG on its retained land and the limits of residential zoning within the Town of Cheverly as of the date of the Agreement.

RECITAL 3. Pursuant to Paragraph 4 and Exhibit "C" of the Agreement, ARMG was permitted to grade portions of Outlot "B" and reforest said portion. Further, ARMG was required to convey Outlot "B" to Cheverly after the completion of the grading and reforestation, but no later than ten (10) years after the recordation of the final plat of subdivision creating Outlot "B". The Outlot "B" Plat was recorded on June 1, 2010. ARMG and Cheverly agree that the date by which Outlot "B" was to be conveyed to Cheverly is June 1, 2020.

RECITAL 4. As of the date of this Amendment, ARMG has completed the grading of Outlot B, but has not reforested Outlot "B". Due to the timing of the deadline to convey Outlot B occurring in the summer months, ARMG has requested Cheverly to grant an extension of the date by which Outlot must be conveyed in order to allow it to complete the reforestation at a time more appropriate to ensure that the plantings will survive. Cheverly has agreed to grant the extension requested by ARMG as set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, each of which is incorporated herein by reference and deemed a

material part hereof, for other good and valuable consideration (but for no monetary consideration), the receipt of which the parties hereto hereby acknowledge, the parties hereto hereby agree as follows:

1. ARMG and Cheverly hereby agree that Outlot "B" shall be conveyed to Cheverly upon completion of the reforestation of the portions of Outlot "B" graded pursuant to the Agreement, but in no event later than December 31, 2020. The grading and reforestation shall be completed in accordance with the term and conditions of the Agreement (with the exception of the extension of completion).
2. With the exception of the above amendment, no other amendment to the Agreement is intended and the aforesaid Agreement and covenants contained therein shall remain in full force and effect.
3. The Recitals are hereby incorporated in this Amendment.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed.

Witness:

AMERICAN RESOURCE MANAGEMENT GROUP  
LIMITED PARTNERSHIP, a Maryland  
Limited Partnership

By: \_\_\_\_\_  
Robert A. Bilo, General Partner

MAYOR AND TOWN COUNCIL OF  
CHEVERLY, MARYLAND

By: \_\_\_\_\_  
Laila Riazi, Mayor

STATE OF :  
: to wit:  
COUNTY OF :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared Robert A. Bilo, General Partner of American Resources Management Group, Limited Partnership, who has satisfactorily proven to be the person whose name is subscribed to the within instrument, and as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

GIVEN under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public

My Commission Expires:

STATE OF :  
: to wit:  
COUNTY OF :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared Laila Riazi, Mayor of the Town Council of Cheverly, who has satisfactorily proven to be the person whose name is subscribed to the within instrument, and as such Mayor, executed the foregoing instrument for the purposes therein contained.



GIVEN under my hand and seal this \_\_\_\_ day of  
, 2020.

Notary Public

My Commission Expires:

ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

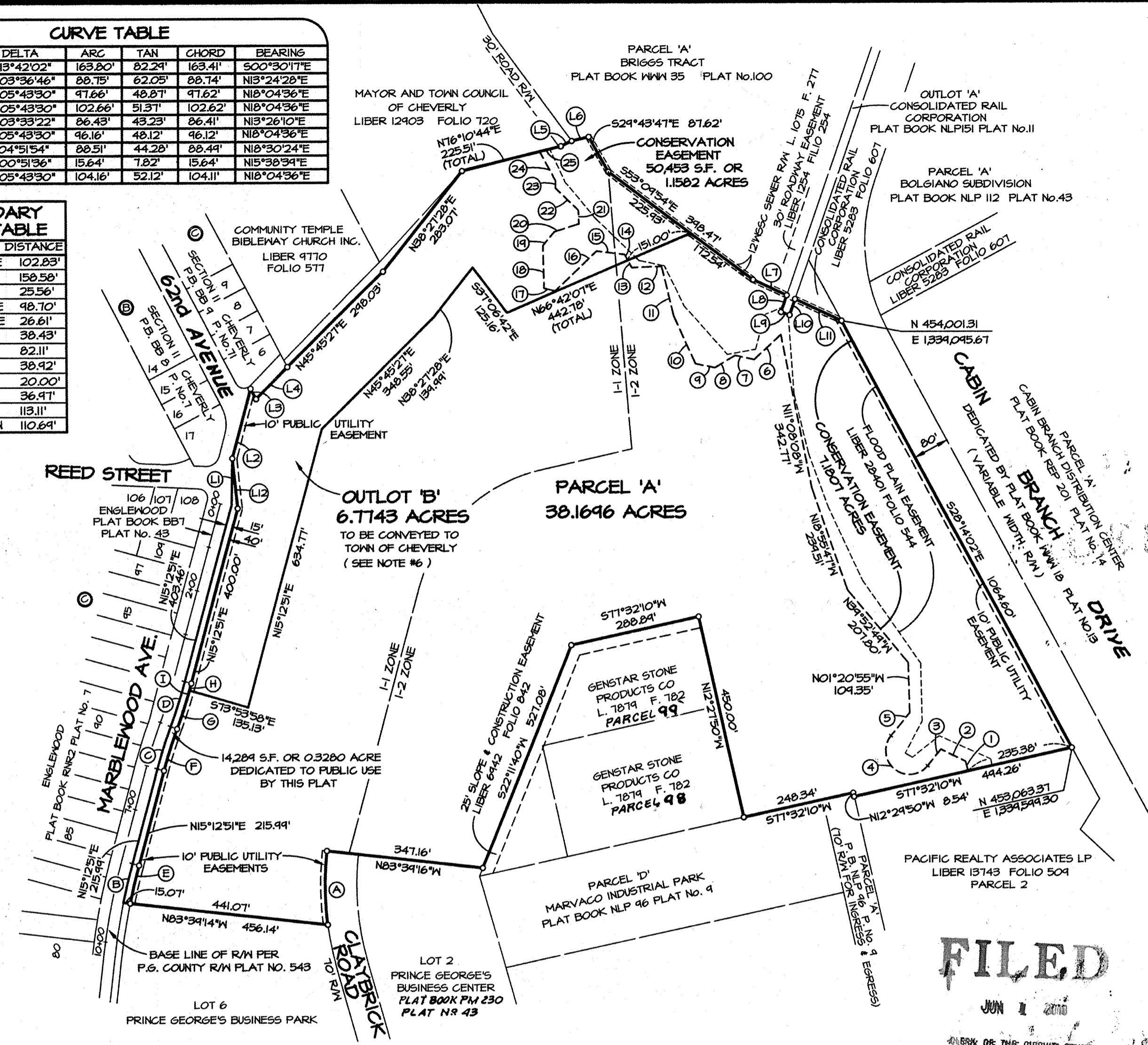
Thomas H. Haller



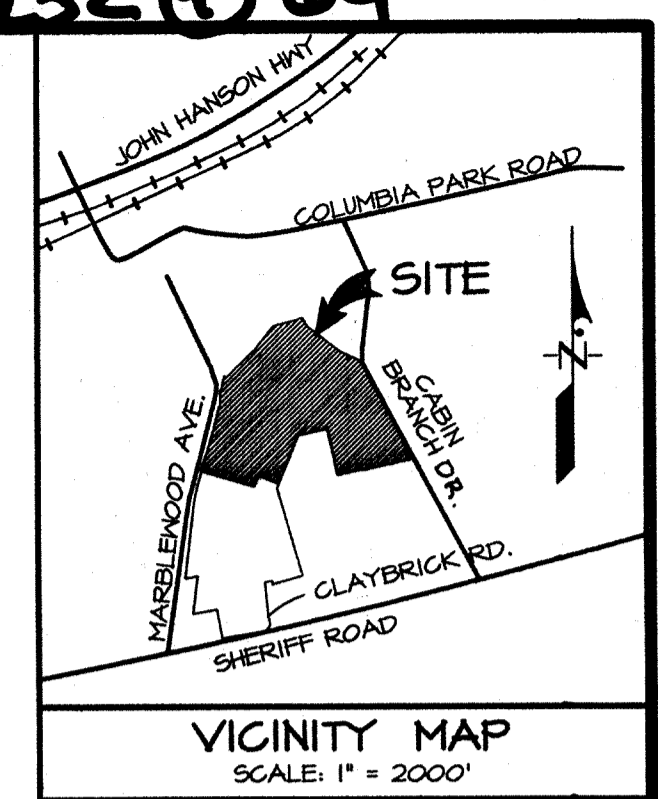
PM 232 (A) 64

CURVE TABLE						
NO.	RADIUS	DELTA	ARC	TAN	CHORD	BEARING
A	685.00'	13°42'02"	163.80'	82.24'	163.41'	S00°30'11"E
B	1407.50'	03°36'46"	88.75'	62.05'	88.74'	N13°24'28"E
C	977.42'	05°43'30"	97.66'	48.87'	97.62'	N18°04'36"E
D	1021.00'	05°43'30"	102.66'	51.37'	102.62'	N18°04'36"E
E	1342.50'	03°33'22"	86.43'	43.23'	86.41'	N13°26'10"E
F	462.42'	05°43'30"	46.16'	48.12'	46.12'	N18°04'36"E
G	1042.42'	04°51'54"	88.51'	44.28'	88.44'	N18°30'24"E
H	1042.42'	00°51'36"	15.64'	7.82'	15.64'	N15°30'34"E
I	1042.42'	05°43'30"	104.16'	52.12'	104.11'	N18°04'36"E

BOUNDARY LINE TABLE	
NO.	BEARING & DISTANCE
L1	N01°08'57"E 102.83'
L2	N15°12'51"E 150.58'
L3	S27°31'12"E 25.56'
L4	N45°04'58"E 48.70'
L5	N64°34'03"E 28.61'
L6	N76°53'15"E 38.43'
L7	S65°11'35"E 82.11'
L8	S19°14'44"W 38.42'
L9	S70°45'11"E 20.00'
L10	N19°14'44"E 36.91'
L11	S65°11'35"E 113.11'
L12	N05°58'12"W 110.64'



CONSERVATION EASEMENT LINE TABLE			
NO.	BEARING & DISTANCE	NO.	BEARING & DISTANCE
1	N14°58'07"W 22.29'	13	N28°47'33"W 18.56'
2	N64°12'34"W 60.36'	14	N28°47'33"W 14.35'
3	S34°06'45"W 46.75'	15	N82°52'41"W 62.80'
4	R=52.00' A=163.83' N50°37'44"W 104.00'	16	S46°05'18"W 127.29'
5	N34°37'48"E 65.15'	17	N76°29'27"W 25.44'
6	N47°21'25"E 80.67'	18	N01°10'11"W 95.13'
7	N78°04'34"W 43.12'	19	N40°12'17"E 34.34'
8	S54°44'31"W 51.95'	20	N72°03'54"E 57.27'
9	N78°04'34"W 43.68'	21	N01°58'33"W 30.10'
10	N24°30'30"W 115.67'	22	N46°13'08"W 69.72'
11	N13°28'11"W 111.15'	23	DUE NORTH 16.60'
12	S87°42'26"W 65.80'	24	N28°37'17"W 72.64'
		25	N76°10'44"E 48.23'



**SURVEYOR'S CERTIFICATE**

I hereby certify that the plan shown hereon is correct:

That it is a subdivision of part of the land conveyed by West Brothers Brick Company, Inc., a Virginia corporation, to American Resources Management Group Limited Partnership, a Maryland limited partnership by deed dated August 24, 1987 and recorded among the Land Records of Prince George's County, Maryland in Liber 6804 at Folio 461.

That the total area included in this plan of subdivision is 45.2719 acres of land of which 0.3280 of an acre is dedicated to public use.

4-5-10  
DATE

*Michael J. Gates*  
MICHAEL J. GATES  
Professional Land Surveyor  
Maryland No. 21240

**OWNER'S DEDICATION**

American Resources Management Group Limited Partnership, a Maryland limited partnership, owner of the property shown hereon and described in the Surveyor's Certificate, hereby adopts this plan of subdivision, establishes the minimum building restriction lines based on zoning regulations in effect at the time of this plat, dedicates the street to public use and grants the public utilities, their successors and assigns, a ten (10) foot public utility easement, as shown, subject to "Declaration of Terms and Provisions of Public Utility Easements", recorded among the Records of Prince George's County, Maryland in Liber 3703 at Folio 748 and further certifies:

That property line markers will be placed in accordance with Section 24-120 (b) (6) (F) (ii) of the Subdivision Regulations, Prince George's County Code;

That there are no suits, actions at law, leases, liens, mortgages or trusts on the property included in this plat of subdivision.

AMERICAN RESOURCES MANAGEMENT GROUP LIMITED PARTNERSHIP  
A MARYLAND LIMITED PARTNERSHIP  
BY: P.G.I.C. INVESTORS GROUP, INC., A MARYLAND CORPORATION  
GENERAL PARTNER

DATE: April 1, 2010

ATTEST: *Tullman*  
BY: *RB*  
ROBERT A. BILO,  
PRESIDENT

WE HEREBY ASSENT TO THIS PLAT OF SUBDIVISION

WITNESS: *JRAE*  
BY: *Edward W. Lyle*  
EDWARD W. LYLE  
TRUSTEE

**PARCEL 'A' AND OUTLOT 'B'**  
**PRINCE GEORGE'S BUSINESS CENTER**  
SEAT PLEASANT DISTRICT No. 18  
PRINCE GEORGE'S COUNTY, MARYLAND  
SCALE: 1"=200'  
NOVEMBER, 2009

BEN DYER ASSOCIATES, INC.  
ENGINEERS - SURVEYORS - PLANNERS  
11721 WOODMORE ROAD, SUITE 200  
MITCHELLVILLE, MARYLAND 20721  
PHONE: (301) 430-2000  
J:\LD7-PROJ\72035-LD7\survey\PLATS\PAR-A-B.dwg P179255

**NOTES**

- This development is subject to restrictions shown on the approved Type I Tree Conservation Plan (TCP1/28/91-01), or as modified by the Type II Tree Conservation Plan, and precludes any disturbance or installation of any structure within specific areas. Failure to comply will mean a violation of an approved Tree Conservation Plan and will make the owner subject to mitigation under the Woodland Conservation Ordinance. This property is subject to the notification provisions of CB-60-2005. Copies of all approved Tree Conservation Plans for the subject property are available in the offices of the Maryland-National Capital Park and Planning Commissions Prince George's County Planning Department.
- Approval of this plat is based upon reasonable expectation that public water and sewer service will be available when needed and is conditioned on fulfilling all of the Washington Suburban Sanitary Commission authorization No. DA 4700 ZOT commitments.
- Conservation easements described on this plat are areas where the installation of structures and roads and the removal of vegetation are prohibited without prior written consent from the M-NCPPC Planning Director or designee. The removal of hazardous trees, limbs, branches or trunks is allowed.
- Development of this site shall be in conformance with Stormwater Management Concept Plan 14566-2001-01 and any subsequent revisions.
- No new floor area may be built on Parcel 'A' without the approval of a new preliminary plan of subdivision.
- Outlot 'B' shall be conveyed to the Town of Cheverly prior to the issuance of a building permit for any land included in Parcel 'A', but in no event later than ten (10) years after the recordation of a final plat of subdivision for Outlot 'B'.
- Prior to the issuance of any permits which impact wetlands, wetland buffers, streams or Waters of the U.S., the applicant shall submit to the M-NCPPC Planning Department copies of all federal and state wetland permits, evidence that approval conditions have been complied with, and associated mitigation plans.

"FOR PUBLIC WATER AND SEWER SYSTEMS ONLY"

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
PRINCE GEORGE'S COUNTY PLANNING BOARD

APPROVED: *May 27, 2010*  
*James L. Parker* CHAIRMAN  
*Francesca J. Guertin* ASSISTANT SECRETARY

M.N.C.P. & P.C. RECORD FILE No. 5-10023

DEPT. OF ENVIRONMENTAL RESOURCES  
PRINCE GEORGE'S COUNTY, MARYLAND

APPROVED: *April 12, 2010*  
*Dawn Hawkins-Nixon*  
DIRECTOR OR DESIGNEE

RECORDED: 6/1/2010  
PLAT BOOK: PM 232  
PLAT NO: 64

ZONED: I-1 AND I-2  
202 AND 203 NE 5  
PRELIMINARY PLAN No. 4-07070

**FILED**  
JUN 1 2010  
CLERK OF THE CIRCUIT COURT  
PRINCE GEORGE'S COUNTY, MD

EXHIBIT "A"

MSA CSu 2381 19120

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Plat Book) Plat Book PM 232, p. 64, MSA\_C2381\_19126. Date available 2010/06/01. Printed 08/12/2020.



29737 438

Clerk of the  
Circuit Court

2008 JUN -4 PM 3: 27

AGREEMENT

PR GEO CO MD# 55

THIS AGREEMENT ("Agreement") made this 7<sup>th</sup> day of MARCH, 2008, by AMERICAN RESOURCES MANAGEMENT GROUP LIMITED PARTNERSHIP, a Maryland limited partnership, (hereinafter referred to as "ARMG") and THE MAYOR AND TOWN COUNCIL OF CHEVERLY, MARYLAND, a body corporate and politic (hereinafter referred to as "Cheverly").

RECITALS

RECITAL 1. ARMG is the record owner of approximately 82.5526 acres of real property located in Prince George's County, Maryland (the "Subject Property"), which property is more particularly described on Exhibit "A" attached hereto and made a part hereof. ARMG acquired the property from the West Brothers Brick Company, Inc. pursuant to a deed dated September 13, 1985 and recorded among the Land Records of Prince George's County, Maryland at Liber 6177, folio 81. The original land area acquired by ARMG pursuant to said deed was 90.9340 acres of land.

RECITAL 2. On September 20, 1977, an "Agreement Creating Restrictive Covenants, West Brothers Brick Company, Inc" (the "Covenants"), was recorded among the Land Records of Prince

IMP FD SURE \$	20.00
RECORDING FEE	75.00
TOTAL	95.00
PRINCE GEORGE'S COUNTY	87373
BOOK	1125
DATE	03:27 PM

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George's County, Maryland, at Liber 4824, folio 583. The Covenant applied to the 90.9340 acres of land owned by the West Brothers Brick Company, Inc. and later conveyed to ARMG. Although not a party to the Covenants, Paragraph 27 provided that any amendment or deletion of any provision of the Covenants be approved by Cheverly.

RECITAL 3. On April 12, 1979, and "Amendment to Restrictive Covenants, West Brothers Brick Company, Inc." was recorded among the Land Records of Prince George's County, Maryland at Liber 5098, folio 787 (the "Amended Covenants"). The Amended Covenants were executed by Cheverly to evidence its approval.

RECITAL 4. ARMG has filed a preliminary plan of subdivision with the Maryland-National Capital Park and Planning Commission ("MNCPPC") for 71.4026 acres of the Subject Property (the "Preliminary Plan"). The Preliminary Plan is referenced as application number 4-07070 among the records of the MNCPPC. Included with the submission to the MNCPPC is a Tree Conservation Plan.

RECITAL 5. Paragraph 1(a) of the Covenants, as amended by the Amended Covenants, currently requires that a one hundred (100) foot wide strip of the Subject Property abutting

residentially zoned property to the north and west be retained as a natural buffer strip. Paragraph 1(b) of the Covenants, as amended by the Amended Covenants, currently requires that a fifty (50) foot wide strip of the Subject Property abutting industrially zoned property on Marblewood Avenue be retained as a natural buffer strip. The Tree Conservation Plan submitted with the Preliminary Plan depicts retention of the existing vegetation within the one hundred foot and fifty foot buffer strips, respectively.

RECITAL 6. Due to the topography of the Subject Property abutting the industrially zoned property on Marblewood Avenue, trash and other waste material have been abandoned, including tires, appliances and other matter, on the Subject Property. ARMG has requested that Cheverly consent to an amendment to the Covenants to permit the existing vegetation to be removed, for the area to be filled, and for a terraced and landscaped retaining wall to be constructed.

Recital 7. Cheverly currently owns land abutting the northern boundary of the Subject Property. Cheverly has expressed its desire to acquire additional property and to increase the width of the buffer adjacent to the residentially zoned properties to the north and west of the Subject Property.

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RECITAL 7. As set forth herein, Cheverly has agreed to execute an amendment to the Covenants modifying Paragraph 1(b) and ARMG has agreed to a process that will allow for the creation of a parcel for conveyance to Cheverly which will provide tree conservation and afforestation areas in excess of that required by Paragraph 1(a) of the Covenants.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, each of which is incorporated herein by reference and deemed a material part hereof, and for other good and valuable consideration, the receipt of which the parties hereto hereby acknowledge, the parties hereto hereby agree as follows:

1. Cheverly approves the modification of Paragraph 1(b) of the Covenants to permit the removal by ARMG of existing vegetation along the area of the Subject Property abutting the industrially zoned property on Marblewood Avenue. Within thirty (30) days after final unappealable approval of the Preliminary Plan consistent with the provisions of this Agreement, Cheverly agrees that it will execute the "Amendment to Agreement Creating Restrictive Covenants, West Brothers Brick Company, Inc" modifying Paragraph 1(b) of the Covenants attached hereto as Exhibit "B" and deliver the executed document to ARMG for execution and recordation.

2. ARMG agrees to the following:

a. ARMG will amend its Preliminary Plan and Tree Conservation Plan in accordance with Exhibit "C" attached hereto and made a part hereof, to designate approximately 6.78 acres of the Subject Property as "Outlot 'B'". Outlot B shall include the areas of tree preservation and afforestation as depicted on Exhibit "C". Outlot "B" is described on Exhibit "D" attached hereto and made a part hereof.

b. ARMG shall proffer a condition of approval for the preliminary plan of subdivision which shall read as follows:

Outlot "B" is to be conveyed to the Town of Cheverly, prior to the issuance of a building permit, for any land included in Outparcel "A", but in no event later than ten (10) years after the recordation of a final plat of subdivision for Outlot "B".

c. ARMG agrees to record a final plat of subdivision for Outlot "B" concurrent with the first final plat of subdivision recorded from the land included in the Preliminary Plan.

d. Prior to conveyance of Outlot "B" to Cheverly, ARMG shall complete any grading pursuant to Paragraph 4 below and shall afforest the graded areas as depicted on Exhibit "C".

3. Cheverly understands that the Prince George's Landscape Manual requires landscape buffers and building setbacks between incompatible uses and that the Woodland Conservation Ordinance established tree preservation and afforestation requirements in

conjunction with the development of property. The purpose of Outlot B is to provide a buffer between any development on the property retained by ARMG and the limits of residential zoning as of the date of this Agreement, and to provide tree preservation and afforestation to support industrial development of the Subject Property. As a result, Cheverly agrees as follows:

a. ARMG, its successors and/or assigns, shall not be required to provide a buffer or building setback from the boundary of Outlot "B" for any future development on Outparcel "A" after conveyance to Cheverly, regardless of whether Outlot "B" is zoned to a residential or other zoning category.

b. Cheverly agrees that it will consent or provide any signature required to signify its consent to the use of Outlot "B" to satisfy any buffer, setback or landscape strip requirement related to the development of the land adjacent to Outlot "B", it being the intent of this Agreement that ARMG shall be permitted to construct a structure, including any retaining or screen wall, on the boundary line between proposed Outlot "B" and proposed Outparcel "A". Cheverly further agrees that the recordation of this Agreement, as provided in Paragraph 6 below, shall signify its consent to use Outlot "B" to satisfy any buffer or setback requirement set forth in the Prince George's County Landscape



Manual or Zoning Ordinance.

c. Cheverly agrees that Outlot B shall remain part of the Tree Conservation Plan applicable to the Subject Property and may continue to be utilized to satisfy the Woodland Conservation requirements of the Subject Property, notwithstanding its conveyance to Cheverly. Cheverly agrees that it will consent or provide any signature required to signify its consent to the use of Outlot "B" to satisfy any Woodland Conservation requirement for the Subject Property, including any future subdivision application for the Subject Property, including Outparcel "A".

d. The consent by Cheverly to use Outlot "B" to satisfy any buffer or setback requirements or tree conservation requirements applicable to Outparcel "A" can be withdrawn by Cheverly if the Preliminary Plan is substantially modified from that referred to herein or substantially changes from the conditions outlined in this Agreement. Cheverly understands, however, that Outparcel "A" must be the subject of a subsequent preliminary plan of subdivision in order to be developed. The submission of a future preliminary plan to permit such development depicting Outparcel "A" subdivided into multiple lots for development shall not be considered a substantial modification or change.

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4. ARMG shall have the right to grade or otherwise alter the topography of Outlot "B" outside any area designated on Exhibit "B" for tree preservation, with any finished grades to comply with Prince George's County regulations. ARMG agrees that it will not construct any structures on Outlot "B" without the prior written consent of Cheverly, such consent not to be unreasonably withheld.

5. The provisions of this Agreement shall constitute a covenant which runs with the land and are binding on ARMG and its successors and/or assigns.

6. This Agreement shall be recorded in the Land Records of Prince George's County prior to the recordation of a Final Plat of Subdivision for Outlot "B". All recording fees shall be paid by ARMG.

7. The provisions of this Agreement are predicated upon approval of the Preliminary Plan incorporating the Condition set forth in Paragraph 2 above. Unless, within six months from the date hereof, the Preliminary Plan is approved by the MNCPPC in substantial conformance with the terms of this Agreement, the obligations and restrictions set forth herein shall be void and of no further effect.

8. This instrument contains the entire Agreement between

the parties and shall not be modified except by written Agreement signed by the parties hereto.

9. The invalidity or illegality of any provision of this Agreement shall be severed from this Agreement, and shall not affect the remainder of this Agreement or any other provision contained herein.

10. This Agreement shall be enforced in any court of competent jurisdiction in Prince George's County, Maryland, and interpreted in accordance with the laws of the State of Maryland.

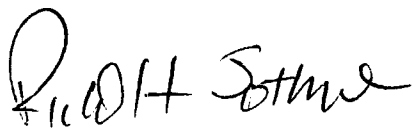
11. The failure of Cheverly to enforce any part of this Agreement shall not be deemed as a waiver thereof.


12. The Recitals are hereby incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed.


Witness:

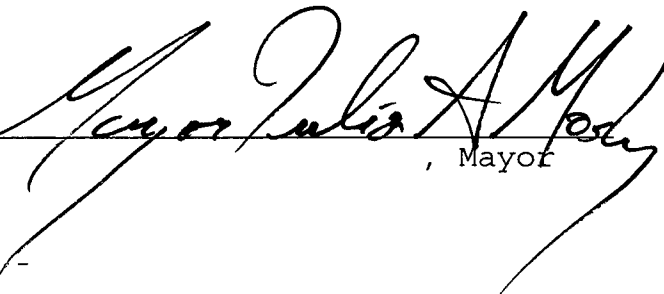
AMERICAN RESOURCE MANAGEMENT GROUP  
LIMITED PARTNERSHIP, a Maryland  
Limited Partnership

  
\_\_\_\_\_

By:   
\_\_\_\_\_ Robert A. Bilo, General Partner

MAYOR AND TOWN COUNCIL OF CHEVERLY,  
MARYLAND

  
\_\_\_\_\_

By:   
\_\_\_\_\_, Mayor

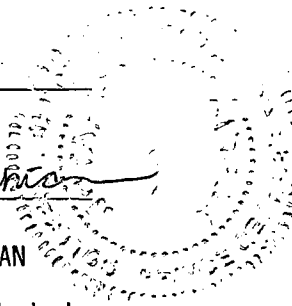
, Mayor

STATE OF MARYLAND :  
: to wit:  
COUNTY OF PR. GEORGE'S :

On this 3rd day of March, 2008, before me, the undersigned officer, personally appeared Robert A. Bilo, General Partner of American Resources Management Group, Limited Partnership, who has satisfactorily proven to be the person whose name is subscribed to the within instrument, and as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

GIVEN under my hand and seal this 3rd day of March, 2008.

*Colleen L. Brinkman*  
Notary Public



My Commission Expires:

COLLEEN L. BRINKMAN  
Notary Public  
Prince George's County, Maryland  
My Commission Expires: June 6, 2011

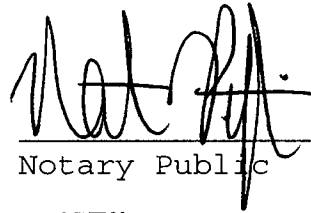
STATE OF MARYLAND :  
: to wit:  
COUNTY OF PRINCE GEORGE'S :

On this 7 day of MARCH, 2008, before me, the undersigned officer, personally appeared Julia Mosely, Mayor of the Mayor and Town Council of Cheverly, who has satisfactorily proven to be the person whose name is subscribed to the within instrument, and as such Mayor, executed the foregoing instrument for the purposes therein contained. Said officer further certified that the foregoing document was approved by affirmative vote of the Mayor and Town Council of Cheverly, Maryland at a meeting held on JANUARY 24, 2008.

GIVEN under my hand and seal this 7 day of MARCH, 2008.

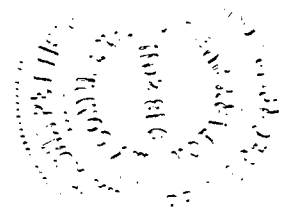
29737

448

  
Notary Public

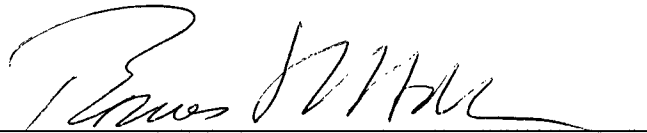
My Commission Expires:

**NATASHA PETTIGREW  
NOTARY PUBLIC  
PRINCE GEORGES COUNTY, MARYLAND  
MY COMMISSION EXP 09-18-2011**



ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

  
\_\_\_\_\_

Thomas H. Haller

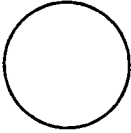
11721 WOODMORE ROAD, SUITE 200  
MITCHELLVILLE, MD 20721

29737 449

TELEPHONE: 301-430-2000

FAX: 301-430-2001

E-MAIL: bendyer@bendyer.com



**BEN DYER ASSOCIATES, INC.**  
Engineers / Surveyors / Planners

March 4, 2008  
J-A72035/4075  
WO-91320

DESCRIPTION

LANDS OF

AMERICAN RESOURCES MANAGEMENT

GROUP LIMITED PARTNERSHIP

SEAT PLEASANT DISTRICT NO. 18

PRINCE GEORGE'S COUNTY, MARYLAND

PART ONE:

Being part of the lands conveyed by West Brothers Brick Company, Inc. to American Resources Management Group Limited Partnership, a Maryland limited partnership by deed dated August 24, 1987 and recorded among the Land Records of Prince George's County, Maryland in Liber 6804 at Folio 461, part of said lands acquired by West Brothers Brick Company by the abandonment of Section No. 1, Elk Grove Subdivision, except Block 'E', by Equity No. 14,685, dated August 19, 1947 and recorded in Chancery Book 24 at Page 486 and the abandonment of 63<sup>rd</sup> Street by Equity No. B-9246, dated August 15, 1962 and recorded in Chancery Book 25 at Page 270 and being more particularly described in the Maryland State Plane Meridian NAD 83/91 as follows:

Beginning for the same at a concrete monument found on the westerly right-of-way line of Cabin Branch Road, variable width right-of-way, as shown on a Plat of Subdivision entitled "Dedication Plat, Cabin Branch Road, between Sheriff and Tuxedo-Landover Roads," recorded among said Land Records in Plat Book WWW 18 at Plat No. 13, said point being the northwesterly end of the South 28°14'22" East, 1,056.48 foot deed line of as described in the aforesaid Liber 6804 at Folio 461, thence with said line

1. South 28°14'02" East, 1,064.60 feet to a point at the northeasterly end of the North 77°34'53" East, 494.20 foot deed line as described in Parcel 2, in a conveyance from

*Exhibit "A"*

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) PM 29737, p. 0449, MSA\_CE64\_30042. Date available 06/10/2008. Printed 08/12/2020.

Safeway, Inc, to Pacific Realty Associates, L.P., by deed recorded among the aforesaid Land Records in Liber 13743 at Folio 509, thence reversely with said line

2. South 77°32'10" West, 494.26 feet to a point on the easterly or South 12°28'20" East, 499.79 foot plat line of Parcel 'A', as shown on a Plat of Subdivision entitled "Parcels 'A' and 'D', Marvaco Industrial Park," recorded among said Land Records in Plat Book NLP 96 at Plat No. 9; thence reversely with part of said line
3. North 12°29'50" West, 8.54 feet to a point at the northeasterly end of the North 77°33'40" East, 848.34 foot plat line of said Parcel 'A' and Parcel 'D', as shown on said plat; thence reversely with part of said line
4. South 77°32'10" West, 248.34 feet to a point at the southeasterly end of the 4<sup>th</sup> or South 12°26'20" East, 250.00 foot deed line as described in a conveyance from American Resources Management Group Limited Partnership to Arundel Asphalt Products, Inc. by deed dated April 1, 1987 and recorded among the aforesaid Land Records in Liber 6609 at Folio 583, thence reversely with said line and the outline of the lands now owned by Genstar Stone Products Company, recorded among said Land Records in Liber 7879 at Folio 782
5. North 12°27'50" West, 450.00 feet to a point;
6. South 77°32'10" West, 288.89 feet to an iron pin found; and
7. South 22°11'40" West, 547.07 feet to an iron pin found at the northwesterly end of the North 15°53'50" West, 210.00 foot plat line of the aforesaid Parcel 'D', thence reversely with said line and the westerly outline of Parcel 'E', as shown on a Plat of Subdivision entitled "Parcels 'B' and 'E', Marvaco Industrial Park" recorded among said Land Records in Plat Book NLP 101 at Plat No. 40 and with the North 15°33'50" West, 29.00 foot line of Lot 1 as shown on a Plat of Subdivision entitled "Lot 1, Prince George's Business Center," recorded among said Land Records in Plat Book NLP 144 at Plat No. 61
8. South 15°55'20" East, 879.61 feet to a point at the northeasterly end of the North 74°06'10" East, 301.59 foot plat line of said Lot 1, Prince George's Business Center; thence reversely with said line
9. South 74°04'40" West, 301.59 feet to a point on the easterly right-of-way line of Claybrick Road, 70 foot right-of-way, as shown on the aforesaid plat recorded in Plat Book NLP 144 at Plat No. 61; thence with said right-of-way line the following seven (7) courses
10. 33.43 feet along the arc of a curve, deflecting to the left, having a radius of 1,237.77 feet and a chord bearing North 08°51'14" West, 33.43 feet to a point
11. South 80°22'21" West, 70.00 feet to a point;

12. 162.98 feet along the arc of a curve, deflecting to the right, having a radius of 1,167.77 feet, and a chord bearing South 05°37'44" East, 162.85 feet to a point of reverse curvature;
13. 156.43 feet along the arc of a curve, deflecting to the left, having a radius of 1,137.57 feet, and a chord bearing South 05°33'59" East, 156.30 feet to a point of tangency;
14. South 09°30'07" East, 96.50 feet to a point;
15. South 35°29'53" West, 48.08 feet to a point; and
16. South 09°30'07" East, 16.00 feet to a point on the northerly right-of-way line of Sheriff Road, variable width right-of-way, said point being 34.00 feet left of centerline station 41+80.54 as shown on Prince George's County Right-of-Way Plat No. 963; thence with said line
17. South 80°29'53" West, 173.30 feet to a point of curvature; and
18. 267.70 feet along the arc of a curve, deflecting to the left, having a radius of 22,952.32 feet and a chord bearing South 80°09'50" West, 267.70 feet to a point at the southeasterly end of the 1<sup>st</sup> or North 10°18'22" East, 285.09 foot deed line as described in the aforesaid of Liber 6804 at Folio 463; thence with said line and the outline of Parcel 'A' as shown on a Plat of Subdivision entitled "Parcel 'A', Chapel Oaks Fire Department," recorded among said Land Records in Plat Book NLP 103 at Plat No. 95
19. North 10°19'52" West, 285.09 feet to a concrete monument found; and
20. South 79°40'08" West, 231.16 feet to a iron pin found on the 343.14 foot curved line of Parcel 'C' as shown on a Plat of Subdivision entitled "Parcels 'B' and 'C', Elk Grove," recorded among said Land Records in Plat Book NLP 103 at Plat No. 39; thence with part of said line and the outline of the aforesaid Liber 3804 at Folio 463
21. 72.31 feet along the arc of a curve, deflecting to the right, having a radius of 933.35 feet, and a chord bearing North 04°36'27" East, 72.29 feet to a point of tangency; and
22. North 06°49'37" East, 296.27 feet to a point on the southerly right-of-way line of Elk Grove Avenue (formerly Lincoln Avenue) as now vacated by the aforesaid Equity No. B-9246; thence with said vacancy;
23. North 06°49'37" East, 35.51 feet to a point; and
24. 148.51 feet along the arc of a curve, deflecting to the right, having a radius of 321.83 feet and a chord bearing South 76°02'47" West, 147.19 feet to a point on the easterly right-of-way line of Marblewood Avenue (formerly 62<sup>nd</sup> Avenue) variable width right-of-way, said point being 25.00 feet left of centerline station 16+92.62 as shown Prince George's



29737 452

County Right-of-way Plats No. 542 and 543; thence with said line the following seven (7) courses

25. North  $06^{\circ}39'39''$  East, 662.46 feet to a point of curvature
26. 210.12 feet along the arc of a curve, deflecting to the right, having a radius of 1,407.50 feet and a chord bearing North  $10^{\circ}56'15''$  East, 209.92 feet to a point of tangency
27. North  $15^{\circ}12'51''$  East, 215.99 feet to a point of curvature;
28. 97.66 feet along the arc of a curve, deflecting to the right, having a radius of 977.42 and a chord bearing North  $18^{\circ}04'36''$  East, 97.62 feet to a point of reverse curvature
29. 102.66 feet along the arc of a curve, deflecting to the left, having a radius of 1,027.42 feet and a chord bearing North  $18^{\circ}04'36''$  East, 102.62 feet to a point of tangency
30. North  $15^{\circ}12'51''$  East, 403.46 feet to a point; and
31. North  $01^{\circ}08'37''$  East, 102.83 feet to a point on the easterly right-of-way line of 62<sup>nd</sup> Avenue, said point being the southwesterly end of the North  $15^{\circ}12'18''$  East, 160.77 foot line as described in the aforesaid Liber 6804 at Folio 461; thence with said line of 62<sup>nd</sup> Avenue
32. North  $15^{\circ}12'51''$  East, 158.58 feet to a point;
33. South  $27^{\circ}31'12''$  East, 25.56 feet to an iron pin found on the easterly right-of-way line of Royce Street, and point being the southwesterly end of the North  $45^{\circ}11'28''$  East, 98.70 foot line as described in the aforesaid Liber 6804 at Folio 461; thence with said line of Royce Street
34. North  $45^{\circ}09'58''$  East, 98.70 feet to an iron pin found at the southwesterly end of the North  $45^{\circ}46'57''$  East, 298.03 foot line as described in the aforesaid Liber 6804 at Folio 461; thence with said line and the outline of said Liber 6804 at Folio 461 the following twelve (12) courses;
35. North  $45^{\circ}45'27''$  East, 298.03 feet to a point;
36. North  $38^{\circ}27'28''$  East, 283.07 feet to a point;
37. North  $76^{\circ}10'44''$  East, 225.51 feet to an iron rod found;
38. North  $64^{\circ}34'03''$  East, 26.61 feet to a point; and
39. North  $76^{\circ}53'15''$  East, 38.43 feet to a concrete monument found;
40. South  $29^{\circ}43'47''$  East, 87.62 feet to a WSSC Sanitary Sewer Manhole lid found;

41. South 53°09'54" East, 398.47 feet to a point;
42. South 65°11'35" East, 82.11 feet to a point;
43. South 19°14'49" West, 38.92 feet to an iron rod found;
44. South 70°45'11" East, 20.00 feet to a point;
45. North 19°14'49" East, 36.97 feet to a point; and
46. South 65°11'35" East, 113.11 feet to the place of beginning, containing 71.4307 acres of land.

PART TWO:

Being all of Lot 1 as shown on a Plat of Subdivision entitled "Lot 1, Prince George's Business Center," recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP 144 at Plat No. 61, containing 11.1219 acres of land.

5-Description American Resources Mangement.030308.jhm



29737 454

AMENDMENT TO AGREEMENT CREATING RESTRICTIVE COVENANTS  
WEST BROTHERS BRICK COMPANY, INC

THIS AMENDMENT TO AGREEMENT CREATING RESTRICTIVE COVENANTS ("Amendment") made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by AMERICAN RESOURCES MANAGEMENT GROUP LIMITED PARTNERSHIP, a Maryland limited partnership, (hereinafter referred to as "ARMG") and THE MAYOR AND TOWN COUNCIL OF CHEVERLY, MARYLAND, a body corporate and politic (hereinafter referred to as "Cheverly").

**W I T N E S S E T H:**

**WHEREAS**, on September 20, 1977, an "Agreement Creating Restrictive Covenants, West Brothers Brick Company, Inc" (hereinafter referred to as the "Covenants"), was recorded among the Land Records of Prince George's County, Maryland, at Liber 4824, folio 583. The Covenant applied to 90.9340 acres of land owned at the time by the West Brothers Brick Company, Inc. and described in the Covenants (hereinafter referred to as the "Subject Property"); and

**WHEREAS**, on April 12, 1979, and "Amendment to Restrictive Covenants, West Brothers Brick Company, Inc." was recorded among the Land Records of Prince George's County, Maryland at Liber 5098, folio 787 (hereinafter referred to as the "Amended Covenants"; and

**WHEREAS**, ARMG is the successor in title to the Subject Property, having acquired the Subject Property from West Brothers Brick Company, Inc. pursuant to a deed dated September 13, 1985 and recorded among the Land Records of Prince George's County, Maryland at Liber 6177, folio 81; and

**WHEREAS**, The Covenants provide in Paragraph 27 thereof that the same can be modified by favorable vote of 90 percent of the votes cast by owners and tenants of the Subject Property upon condition that Cheverly shall, by affirmative vote, approve such modification. ARMG still owns more than 90 percent of the Subject Property; and

**WHEREAS**, Paragraph 1((b) of the Covenants provides that a buffer strip fifty (50) feet in width adjacent to industrially zoned property on 62<sup>nd</sup> Avenue (now known as Marblewood Avenue) was to remain on the Subject Property in its natural state with existing cover of trees and foliage; and

**WHEREAS**, ARMG has requested, and Cheverly has agreed to amend Paragraph 1(b) of the Covenants as specifically provided herein

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) PM 29737, p. 0454, MSA\_CE64\_30042. Date available 06/10/2008. Printed 08/12/2020.

NOW THEREFORE, in consideration of the recitals, each of which is incorporated herein by reference and deemed a material part hereof, and for zero (\$0.00) monetary consideration, the Covenants dated September 20, 1977, and recorded among the Land Records of Prince George's County, Maryland, at Liber 4824, folio 583, as modified by the Amended Covenants dated April 12, 1979 and recorded among the Land Records of Prince George's County, Maryland at Liber 5098, folio 787 be and the same are hereby amended in the following manner:

1. Paragraph 1(b) of the Covenants hereby deleted in its entirety and replaced by the following language language:

(b) Landscaping and Limitation of Access to Adjacent to Industrially Zoned Property on Marblewood Avenue.

The remainder of the frontage of the Property abutting the industrially zoned property on Marblewood Avenue may have the existing tree cover and foliage removed to permit the area to be filled and for a terraced retaining wall to be constructed. No access shall be constructed from the Property for vehicular traffic (which shall not mean bike or pedestrian traffic) onto Marblewood Avenue. Pedestrian access to Marblewood from the Property may be provided by construction of a walkway angled to prevent a direct line of sight into the interior of the Property from Marblewood Avenue. A sidewalk shall be constructed on Marblewood Avenue along the Property frontage even if no pedestrian connection to the Property is proposed.

2. With the exception of the above amendment, no other amendment to the Covenants, as previously amended, is intended and the aforesaid Covenants shall remain in full force and effect.

3. Cheverly joins herein to evidence its approval of this Amendment.

IN WITNESS WHEREOF, the parties have executed the within Amendment on the day and year first above written.

Witness:

**AMERICAN RESOURCES MANAGEMENT  
GROUP LIMITED PARTNERSHIP**  
a Maryland Limited Partnership

\_\_\_\_\_

By:

\_\_\_\_\_  
Robert A. Bilo, General Partner

29737 456

MAYOR AND TOWN COUNCIL OF  
CHEVERLY, MARYLAND

\_\_\_\_\_ By: \_\_\_\_\_  
Mayor

STATE OF :  
: to wit:  
COUNTY OF :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned officer, personally appeared Robert A. Bilo, General Partner of American Resources Management Group, Limited Partnership, who has satisfactorily proven to be the person whose name is subscribed to the within instrument, and as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

GIVEN under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF :  
: to wit:  
COUNTY OF :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned officer, personally appeared Julia Mosely, Mayor of the Mayor and Town Council of Cheverly, who has satisfactorily proven to be the person whose name is subscribed to the within instrument, and as such Mayor, executed the foregoing instrument for the purposes therein contained. Said officer further certified that the foregoing document was approved by affirmative vote of the Mayor and Town Council of Cheverly, Maryland at a meeting held on \_\_\_\_\_, 2007.

GIVEN under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

My Commission Expires:

29737 457

ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

\_\_\_\_\_  
Thomas H. Haller

29737

458

MAYOR AND TOWN COUNCIL  
OF CHEVERLY  
LIBER 12903 FOLIO 720  
N64°34'03"E 26.61'

N76°53'15"E  
38.43'

POINT OF BEGINNING

S29°43'47"E 87.62'

PARCEL 'A'  
BRIGGS TRACT  
P.B. WWW 35 P. No.100

PROPOSED  
OUTLOT 'B'  
295,088 S.F.  
OR  
6.7743 ACRES

S53°09'54"E  
225.93'

S66°42'07"W 442.78'

COMMUNITY TEMPLE  
BIBLEWAY CHURCH INC.  
LIBER 9770 FOLIO 577

N38°27'28"E  
283.07'

N76°10'44"E  
225.51'

SECTION II (RESUB)  
CHEVERLY  
P.B. BB9  
P. No.71

SECTION II  
CHEVERLY  
P.B. BB8  
P. No.7

62nd AVE  
ROYCE STREET

N45°45'21"E  
208.03'

N45°04'58"E  
98.10'

S45°45'21"W  
348.55'

S38°27'28"W  
139.99'

N57°06'42"W  
125.16'

RESIDUE  
AMERICAN RESOURCE MGT GRP LTD PTNR  
LIBER: 6804 FOLIO: 461

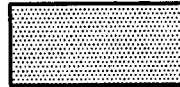
REED STREET

ENGLEWOOD  
P.B. BB7  
P. No. 43  
108

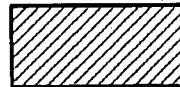
PLAT BOOK RNR2 PLAT No. 7  
90 91 92 93 94 95 96 97 98  
MARBLEWOOD AVENUE

N15°12'51"E 403.46'  
S15°12'51"W 634.77'  
N73°53'58"W 135.13'

- ①  
R=1042.42'  
A=15.64'  
CHD.= N15°38'39"E 15.64'
- ② N05°58'12"E  
110.69'
- ③ N15°12'51"E  
158.58'
- ④ S27°31'12"E  
25.56'



PRESERVATION AREA



REFORESTATION AREA

EXHIBIT 'C'

11721 WOODMORE ROAD, SUITE 200  
MITCHELLVILLE, MARYLAND 20721

**BEN DYER ASSOCIATES, INC.**  
Engineers / Surveyors / Planners  
TELEPHONE (301) 430-2000

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DRAWN BY WEB	DESIGNED BY	CHECKED BY SPG	RECORD NO. J-72035
SCALE 1" = 200'			DRWG. NO. 51.011-L
DATE FEB. 2008			

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) PM 29737, p. 0458, MSA\_CE64\_30042. Date available 06/10/2008. Printed 08/12/2020.

DESCRIPTION OF  
PROPOSED OUTLOT 'B'  
PRINCE GEORGE'S BUSINESS CENTER  
SEAT PLEASANT DISTRICT NO. 18

PRINCE GEORGE'S COUNTY, MARYLAND

Being part of the lands conveyed by West Brothers Brick Company, Inc. to American Resources Management Group Limited Partnership, a Maryland Limited Partnership, by deed dated August 24, 1987 and recorded among the Land Records of Prince George's County, Maryland in Liber 6804 at Folio 461 and being more particularly described in the Maryland State Plane Meridian NAD 83/91 as follows:

Beginning for the same at a point at the northwesterly end of the South 29°42'17" East, 87.62 foot line as described in the aforesaid Liber 6804 at Folio 461; thence with said line and part of the South 53°07'53" East, 398.50 foot line of said conveyance

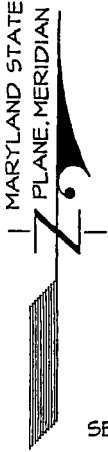
1. South 29°43'47" East, 87.62 feet to a point; and
2. South 53°09'54" East, 225.93 feet to a point; thence crossing the property of the owner hereto the following nine (9) courses:
3. South 66°42'07" West, 442.78 feet to a point;
4. North 37°06'42" West, 125.16 feet to a point;
5. South 38°27'28" West, 139.99 feet to a point;
6. South 45°45'27" West, 348.55 feet to a point;
7. South 15°12'51" West, 634.77 feet to a point;
8. North 73°53'58" West, 135.13 feet to a point;
9. 15.64 feet along the arc of a curve, deflecting to the left, having a radius of 1,042.42 feet and a chord bearing North 15°38'31" East, 16.69 feet to a point of tangency;
10. North 15°12'51" East, 400.00 feet to a point; and



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11. North 05°58'12" West, 110.69 feet to a point on the easterly right-of-way line of 62nd Avenue, said point being the southwesterly end of the North 15°12'18" East, 160.77 foot line as described in the aforesaid Liber 6804 at Folio 461; thence with said line of 62<sup>nd</sup> Avenue
12. North 15°12'51" East, 158.58 feet to a point;
13. South 27°31'12" East, 25.56 feet to a point on the easterly right-of-way line of Royce Street, said point being the southwesterly end of the North 45°11'28" East, 98.70 foot line as described in the aforesaid Liber 6804 at Folio 461; thence with said line of Royce Street
14. North 45°09'58" East, 98.70 feet to a point at the southwesterly end of the North 45°46'57" East, 298.03 foot line as described in the aforesaid Liber 6804 at Folio 461; thence with said line and the outline of said Liber 6804 at Folio 461 the following five (5) courses:
  15. North 45°45'27" East, 298.03 feet to a point;
  16. North 38°27'28" East, 283.07 feet to a point;
  17. North 76°10'44" East, 225.51 feet to a point;
  18. North 64°34'03" East, 26.61 feet to a point; and
  19. North 76°53'15" East, 38.43 feet to the place of beginning, containing 295,088 square feet or 6.7743 acres of land.

29737 461



MAYOR AND TOWN COUNCIL  
OF CHEVERLY  
LIBER 12903 FOLIO 720  
N64°34'03"E 26.61'

N76°53'15"E  
38.43'

POINT OF BEGINNING

529°43'47"E 87.62'

PARCEL 'A'  
BRIGGS TRACT  
P.B. WWW 35 P. No.100

553°09'54"E  
225.93'

PROPOSED  
OUTLOT 'B'  
295,088 S.F.  
OR  
6.7743 ACRES

125.16'  
N37°06'42"W  
566°42'01"W 442.78'

COMMUNITY TEMPLE  
BIBLEWAY CHURCH INC.  
LIBER 9770 FOLIO 577

SECTION II (RESUB)  
CHEVERLY  
P.B. BB9  
P. No.71

SECTION II  
CHEVERLY  
P.B. BB8  
P. No.7

RESIDUE  
AMERICAN RESOURCE MGT GRP LTD PTNR  
LIBER: 6804 FOLIO: 461

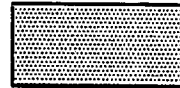
REED STREET

ENGLEWOOD  
P.B. BB7  
P. No. 43  
108

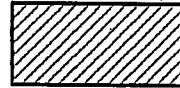
PLAT BOOK RNR2 PLAT No. 7  
90 91 92 93 94 95 96 97 98  
MARBLEWOOD AVENUE

135.13'  
N73°53'58"W

- ①  
R=1042.42'  
A=15.64'  
CHD.= N15°38'39"E 15.64'
- ② N05°58'12"E  
110.69'
- ③ N15°12'51"E  
158.58'
- ④ S27°31'12"E  
25.56'



PRESERVATION AREA



REFORESTATION AREA

EXHIBIT 'C'

11721 WOODMORE ROAD, SUITE 200  
MITCHELLVILLE, MARYLAND 20721

**BEN DYER ASSOCIATES, INC.**  
Engineers / Surveyors / Planners  
TELEPHONE (301) 430-2000

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DRAWN BY WEB	DESIGNED BY SPG	CHECKED BY SPG	RECORD NO. J-72035
SCALE 1"=200'			DRWG. NO. 51.011-L
DATE FEB. 2008			

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) PM 29737, p. 0461, MSA\_CE64\_30042. Date available 06/10/2008. Printed 08/12/2020.

29737 462

DESCRIPTION OF  
PROPOSED OUTLOT 'B'  
PRINCE GEORGE'S BUSINESS CENTER  
SEAT PLEASANT DISTRICT NO. 18  
PRINCE GEORGE'S COUNTY, MARYLAND

Being part of the lands conveyed by West Brothers Brick Company, Inc. to American Resources Management Group Limited Partnership, a Maryland Limited Partnership, by deed dated August 24, 1987 and recorded among the Land Records of Prince George's County, Maryland in Liber 6804 at Folio 461 and being more particularly described in the Maryland State Plane Meridian NAD 83/91 as follows:

Beginning for the same at a point at the northwesterly end of the South 29°42'17" East, 87.62 foot line as described in the aforesaid Liber 6804 at Folio 461; thence with said line and part of the South 53°07'53" East, 398.50 foot line of said conveyance

1. South 29°43'47" East, 87.62 feet to a point; and
2. South 53°09'54" East, 225.93 feet to a point; thence crossing the property of the owner hereto the following nine (9) courses:
3. South 66°42'07" West, 442.78 feet to a point;
4. North 37°06'42" West, 125.16 feet to a point;
5. South 38°27'28" West, 139.99 feet to a point;
6. South 45°45'27" West, 348.55 feet to a point;
7. South 15°12'51" West, 634.77 feet to a point;
8. North 73°53'58" West, 135.13 feet to a point;
9. 15.64 feet along the arc of a curve, deflecting to the left, having a radius of 1,042.42 feet and a chord bearing North 15°38'31" East, 16.69 feet to a point of tangency;
10. North 15°12'51" East, 400.00 feet to a point; and

EXHIBIT D

29737 463

11. North 05°58'12" West, 110.69 feet to a point on the easterly right-of-way line of 62nd Avenue, said point being the southwesterly end of the North 15°12'18" East, 160.77 foot line as described in the aforesaid Liber 6804 at Folio 461; thence with said line of 62<sup>nd</sup> Avenue
12. North 15°12'51" East, 158.58 feet to a point;
13. South 27°31'12" East, 25.56 feet to a point on the easterly right-of-way line of Royce Street, said point being the southwesterly end of the North 45°11'28" East, 98.70 foot line as described in the aforesaid Liber 6804 at Folio 461; thence with said line of Royce Street
14. North 45°09'58" East, 98.70 feet to a point at the southwesterly end of the North 45°46'57" East, 298.03 foot line as described in the aforesaid Liber 6804 at Folio 461; thence with said line and the outline of said Liber 6804 at Folio 461 the following five (5) courses:
  15. North 45°45'27" East, 298.03 feet to a point;
  16. North 38°27'28" East, 283.07 feet to a point;
  17. North 76°10'44" East, 225.51 feet to a point;
  18. North 64°34'03" East, 26.61 feet to a point; and
  19. North 76°53'15" East, 38.43 feet to the place of beginning, containing 295,088 square feet or 6.7743 acres of land.



# THE PRINCE GEORGE'S COUNTY GOVERNMENT

## Department of the Environment Stormwater Management Division



Angela D. Alsobrooks  
County Executive

Joseph P. Gill  
Director

September 3, 2020

MAYOR & TOWN COUNCIL OF CHEVERLY  
6401 FOREST RD  
CHEVERLY, MD 20785

Dear Property Owner:

Under the terms of the County's Stormwater Management Ordinance, Subtitle 32, Division 3, Subdivision 3 of the County Code, Prince George's County must ensure that all privately owned stormwater management (SWM) facilities in the County are adequately maintained. The County's Department of the Environment, Stormwater Management Division is tasked with conducting triennial SWM maintenance inspections throughout the County on privately maintained SWM facilities per the Maryland Department of the Environment, National Pollutant Discharge Elimination System, Municipal Separate Storm Sewer System Discharge Permit. According to our records one or more stormwater management facilities are located at the following address:

Address: 6401 FOREST RD, LANDOVER, MD  
Structure Number(s): 2312-001 and 2312-002

This letter serves to inform you that we will begin conducting SWM maintenance inspections of the SWM facilities located on your property on or after 30 days of the date of this letter. Under Section 32-195 of the County Code, the property owner shall provide access to the facility at reasonable times for regular inspections by the County or its authorized representative to ensure the facility is maintained in proper working condition to meet design standards. An inspection report will be provided to you that identifies the maintenance deficiencies and/or corrective actions that must be performed. In accordance with Sections 32-195 and 32-196 of the County Code, the property owner is responsible for the maintenance and repair of the facilities within 30 days of receiving the inspection report.

Your stormwater facility plays an important role with the restoration of the Chesapeake Bay. We appreciate your cooperation and support with the Clean Water Program. Should you have any questions, please feel free to contact me at (301) 883-5818 or if you prefer, you can e-mail me at [smcoyle@co.pg.md.us](mailto:smcoyle@co.pg.md.us).

Sincerely,

*Steven Coyle*

Steven Coyle  
Construction Standards Inspector III  
Inspection & Compliance Section

1801 McCormick Drive, Largo, Maryland 20774