



**CITY COUNCIL WORK SESSION AGENDA  
7010 Greenbelt Road Development Proposal**

**COUNCIL MEETINGS WILL BE ONLINE**

**Due to the COVID-19 precautions, the Council Meetings will be held online and is planned to be cablecast on Verizon 21, Comcast 71 and 996 and streamed to [www.greenbeltmd.gov/municipaltv](http://www.greenbeltmd.gov/municipaltv).**

**Please click the link below to join the webinar:**

**<https://us02web.zoom.us/j/86505263474?pwd=MDNlbyt2Ny8veHBmVGU0cytYdTIJQT09>  
Passcode: 736144**

**Resident participation:**

**Join By phone: (301) 715-8592**

**Meeting ID: 865 0526 3474**

**Password (if needed): 736144**

**In advance the hearing impaired is advised to use MD RELAY at 711 to submit your questions/comments or contact the City Clerk at (301) 474-8000 or email**

**[banderson@greenbeltmd.gov](mailto:banderson@greenbeltmd.gov).**

**Monday, August 31, 2020**

**8:00 PM**

**7010 Greenbelt Road Development Proposal**

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**Suggested Action:**

**Agenda**

- **Introductions**

- Council Discussion

Memorandum, M. Porter, 08/20/2020  
7010 Greenbelt Renderings Converted  
Site Analysis Concept  
Armory Place Covenant

- Questions and Answers

- Other Items

[Memorandum, M. Porter, 08/20/2020.pdf](#)  
[7010 Greenbelt Renderings Converted.pdf](#)  
[Site Analysis Concept.pdf](#)  
[Armory Place Covenant.pdf](#)

**City of Greenbelt  
Memorandum**

**TO:** Nicole Ard, City Manager

**FROM:** Molly Porter, Community Planner

**VIA:** Terri Hruby, Director of Planning and Community Development

**DATE:** August 20, 2020

**RE:** 7010 Greenbelt Road

**Background:**

Representatives from 7010 Greenbelt Road have approached the City with a development concept for the site. The current development concept includes the development of for-sale age restricted housing. The Applicant is proposing four (4) buildings on the site with a total of 96 for-sale age restricted units.

The proposed development concept also shows 137 surface parking spaces which exceeds the required 64 parking spaces. No structured parking is proposed for this site. The green area proposed, which includes a community garden, a gazebo, low impact exercise area, pickle ball courts, and a putting area, makes up approximately 55% of the site. At this concept phase Staff has raised a few initial concerns, including the lack of proposed common interior space and ensuring a sufficient vegetative buffer along Greenbelt Road.

At this time no official submission for the proposed development has been made to Maryland National Capital Park and Planning Commission (M-NCPPC). In order to facilitate the development as proposed by the Applicant a zoning text amendment would be needed and the City's covenant on the property would also need to be amended. This memorandum details the proposed legislation and the changes that would be needed to the covenant.

**Zoning:**

This site is currently zoned R-18 (Multifamily Medium Density Residential). This zone allows for maximum lot coverage of 40% and a density of 20 dwelling units per acre. For multifamily dwellings having four or more stories this zone also requires that at a minimum the green area makes up 60% of the net lot area.

On July 21, 2020, County Council adopted a bill that removed the bedroom percentages for multifamily residential uses on or after October 1, 2019. This bill, however, references Footnote 76 as it pertains to the R-18 Zone. This footnote requires that (a) A condominium plat is recorded, in accordance with the provisions of the Maryland Condominium Act, setting out each

dwelling unit as a separate unit, our housing cooperative is established to own the dwelling units; and (b) At least ninety percent (90%) of all required parking spaces are provided in a parking structure.

As a result of this Footnote the development concept as proposed would not be permitted because the parking that is proposed is 100% surface parking. The Applicant has indicated that for this project to move forward, legislation at a minimum would be needed to make clear that multifamily housing is permitted in the R-18 zone without requiring 90% structured parking.

There are two additional conflicts between the proposed development and the existing zoning code. The first is density, as noted above the zoning code permits a maximum density of 20 dwelling units per acre, provided that the buildings are at least 36 feet high and served by elevators. The Applicant is proposing 96 units which is a density of 21.3 dwelling units per acre. The Applicant has expressed that legislation to address this would include a Footnote allowing for a 10% increase in density permitted for senior housing.

The second conflict is with respect to green area. As noted above the R-18 Zone requires that the minimum green area is 60% of the net lot area. The concept plan proposed provides 45% lot coverage and 55% green area. The Applicant has indicated that legislation would be needed to increase the lot coverage to 45% or a variance would be needed to allow an increase in lot coverage for this site.

The Applicant has indicated their belief that these issues could be addressed in a single bill that would a)reflect that multifamily housing is permitted in the R-18 zone without structured parking, allow a 10% increase in density for senior housing in the R-18 zone, and allow an increase in lot coverage to 45% for senior housing.

#### **City of Greenbelt Covenant:**

On November 23, 2004 the City entered into a covenant with Armory Place, LLC with respect to 7010 Greenbelt. This covenant includes conditions addressing the City's role in the development review process, the necessity of a noise attenuation plan, the City's opportunity to comment on a traffic study, and the length of time during which signs advertising the proposed development may be maintained on the property.

To accommodate the proposed development one (1) condition would need to be modified. This condition reads, "The Subject Property shall be developed with no more than ninety (90) multifamily style dwelling units which shall be subject to either a condominium or a cooperative regime for sale to individual purchasers. The determination of as to whether or not the project shall be developed under a condominium or a cooperative regime shall be at the sole discretion of Armory." As noted above the Applicant is proposing 96 for-sale units which exceeds the permitted 90 units, therefore a modification to the covenant would be needed to address this issue.

**Conclusion:**

As detailed above the current proposed development for 96 for-sale age restricted units would require legislation to address conflicts with the zoning code and a modification to the 2004 covenant between the City and Armory Place. Included in Council's packet is the current site development concept analysis and renderings of the proposed buildings. Representatives from 7010 Greenbelt Road will be in attendance at the work session to discuss this project and proposed legislation.

DRAFT





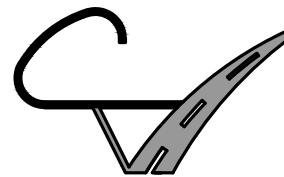


|                                         |               |
|-----------------------------------------|---------------|
| SITE DATA ANALYSIS                      |               |
| TRACT AREA                              | 4.5076 AC.    |
| ZONING                                  | R-18          |
| NO.OF UNITS ALLOWED                     |               |
| 20 DU/AC                                | 90 UNITS      |
| NO OF UNITS PROPOSED                    | 96 UNITS      |
| PARKING REQ'D (96 UNITS)                | 64            |
| PARKING PROVIDED                        | 137           |
| (8 HC, 27 C, 102 STD)                   |               |
| LOADING REQ'D (96 UNITS)                | NONE          |
| (SEC 27-582, MULTIFAMILY <100 UNITS)    |               |
| MAX COVERAGE ALLOWED =                  | 78,534.00 SF  |
| (.40 x 196,335)                         |               |
| PARKING & DRIVE AISLES =                | 47,555.45 SF  |
| BUILDINGS(10,053.76 X 4 =               | 40,215.04 SF  |
| TOTAL COVERAGE =                        | 87,770.49 SF  |
| MIN. GREEN AREA REQUIRED =              | 117,801 SF    |
| (.60 X 196,335)                         |               |
| GREEN AREA 'A' =                        | 61,396.17 SF  |
| GREEN AREA 'B' =                        | 46,999.09 SF  |
| TOTAL GREEN AREA PROVIDED               | 108,396.26 SF |
| ADDITIONAL GREEN AREA REQ'D             | 9,405.74 SF   |
| NOTE: THIS PLAN IS CONCEPTUAL IN NATURE |               |
| LOCATION OF BUILDINGS AND AMENITIES ARE |               |
| FOR DISCUSSION PURPOSES ONLY            |               |

OWNER/DEVELOPER:

CONTACT:  
PHONE:  
EMAIL:

| Rev. No. | Revision | Rev. Date |
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PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 200501, EXPIRATION DATE: 09/01/21

PROJECT

7010 GREENBELT RD  
SITE ANALYSIS  
GREENBELT, MD 20770  
PRINCE GEORGE'S COUNTY

|          |          |              |
|----------|----------|--------------|
| DATE:    | JOB NO.: |              |
| DESIGN:  | SCALE:   | SHEET NO. OF |
| CHECKED: |          |              |

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made and entered into this 23rd day of November, 2004, by and between ARMORY PLACE, LLC, a Maryland limited liability company ("Armory"), and THE CITY OF GREENBELT, a municipal corporation of the State of Maryland.

R E C I T A L S:

Recital 1: Armory is the owner of certain property located within the municipal boundaries of the City of Greenbelt, which property is more particularly described as Parcel "C," as depicted on a plat of subdivision entitled "Parcel C, Charlestown Village" which plat is recorded among the Land Records of Prince George's County, Maryland, at Plat Book 55, Plat No. 30 (the "Subject Property").

Recital 2: The Subject Property is improved with a building formerly used as a nursing home facility. As of the date hereof, the building located on the Subject Property is vacant. Armory desires to raze the existing structures on the property and to construct in lieu thereof a 90-unit multifamily development in accordance with the underlying zoning category of the Subject Property, the R-18 Zone. Pursuant to the requirements of the R-18 Zone, development of the Subject Property will be subject to the review and approval of a Detailed Site Plan in accordance with the provisions of Part 3, Division 9 of Subtitle 27 of the Prince George's County Code.

Recital 3: In consideration of Armory providing the City of Greenbelt with enforcement powers with respect to the herein contained covenants, conditions and restrictions, the City of Greenbelt has agreed to support any detailed site plan filed with The Maryland-National Capital Park and Planning Commission and/or Prince George's County, Maryland, once such detailed site plans have been reviewed and found acceptable by the City of Greenbelt, which such review and acceptance shall not be unreasonably withheld.

NOW, THEREFORE, Armory and the City of Greenbelt do hereby declare that the Subject Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of promoting conformity of development in the general area in which the Subject Property is located and which covenants shall run with the Subject Property. These covenants, conditions and restrictions shall be of perpetual duration.

1. This Declaration is not intended to confer any rights or benefits upon any adjoining property owners or third parties except

for the City of Greenbelt, and the City of Greenbelt, alone, shall have the right and power to enforce the Covenants, Conditions and Restrictions set forth herein.

2. The Subject Property shall be developed with no more than ninety (90) multifamily style dwelling units which shall be subject to either a condominium or a cooperative regime for sale to individual purchasers. The determination as to whether or not the project shall be developed under a condominium or a cooperative regime shall be at the sole discretion of Armory.

3. (a) The parties hereto understand and agree that the Subject Property is zoned R-18. Pursuant to Section 27-436(e) of the Prince George's County Code, a Detailed Site Plan is required prior to the approval of any multifamily dwellings constructed in the R-18 Zone. The City of Greenbelt shall have the right to the review and approval of the detailed site plan for the Subject Property proposing the construction of the multifamily dwelling units thereon, said approval not to be unreasonably withheld. The detailed site plan shall be prepared in accordance with the provisions of the Prince George's County Code regulating the preparation of a detailed site plan as set forth in Section 27-281, et seq. of the Prince George's County Code, as may be amended from time to time. The parties hereto agree that the City of Greenbelt shall have the authority to the review and approval of the following elements required to be depicted on a Detailed Site Plan:

- a. detailed site plan
- b. landscape plan
- c. building height
- d. freestanding and building signage
- e. architectural elevations
- f. grading plan
- g. storm drain and paving plan

(b) The City of Greenbelt's review and approval of the detailed site plan and the elements set forth above shall be subject to the review and approval of the Detailed Site Plan by the Prince George's County Planning Board ("Planning Board") and/or the Prince George's County Council, sitting as the District Council ("District Council"). Armory agrees to support and advocate the Detailed Site Plan approved by the City of Greenbelt in public hearings held before the Planning Board and the District Council. In the event, however, that the Planning Board and/or the District Council approves the Detailed Site Plan with conditions which require the modification of the detailed site plan approved by the City of Greenbelt, such approval shall not constitute a violation of this Agreement. Armory shall notify the City of Greenbelt of the modifications to the Detailed Site Plan approved by the Planning Board and/or District Council and request the City of Greenbelt to approve the revised the Detailed Site Plan, such

approval not to be unreasonably withheld. The City of Greenbelt reserves the right to appeal any such decision if the Detailed Site Plan approved by the Planning Board and/or the District Council does not conform with the Plan approved by the City of Greenbelt pursuant hereto.

4. In addition to the approval of a Detailed Site Plan and the elements set forth in paragraph 3 above, the City of Greenbelt shall have the right to review and approve a noise attenuation plan which shall be submitted by Armory with the Detailed Site Plan to the City of Greenbelt. The noise attenuation plan shall address both noise generated from the exterior of the structure, such as road noise generated along Greenbelt Road and the noise generated from the interior of the structure from units both above and beside an individual unit. The noise attenuation plan shall specify the construction materials which shall be utilized in the construction of the multifamily dwelling units to reduce sound transmission through walls and ceilings of the individual units. The noise attenuation plan shall include a certification from an acoustical engineer that calculates the interior noise levels which will result from the specific architectural noise attenuation measures to reduce exterior generated noise and calculates the Sound Transmission Class (as defined by the American Society of Testing and Materials) of the interior partitions (walls and floors). In reviewing the noise attenuation plan, the noise attenuation standards applicable in Prince George's County and the State of Maryland shall constitute the minimum standards. Armory covenants that the construction materials specified in the noise attenuation plan shall be utilized in the construction of the dwelling units.

5. The City of Greenbelt shall be afforded the opportunity to review and comment on (but not approve) a traffic study to address the entrance of the Subject Property on Greenbelt Road in conjunction with its submittal to the Maryland State Highway Administration for approval.

6. Armory and the City of Greenbelt shall agree on a reasonable length of time during which signs advertising the proposed development or advertising contractors or sales agents, or financial institutions involved with the development may be maintained on the Subject Property. In no event shall this length of time be less than the time required to build and sell all units in the proposed development. Upon conclusion of the initial sale of the units, such advertising signage shall be removed. As referred to in this paragraph, the initial sale of units shall refer to the initial sale of units and not any resale of the units. If it is reasonably determined that Armory is intentionally delaying completion of the building or the sale of the units and the proposed development (other than delays resulting from force majeure or other delays resulting beyond Armory's control) for the purpose of allowing temporary advertising signs to remain standing,

then the City of Greenbelt shall be entitled to compel Armory to remove said temporary advertising signs. In conjunction with the foregoing sentence, the City of Greenbelt shall have the right to review the status of said advertising signs at six (6) month intervals.

7. (a) The obligations of Armory under this Declaration shall apply only with respect to the period of time during which it is the owner of a fee simple interest in the Subject Property and the improvements, and at such time as it ceases to own a fee simple interest therein, the obligations and rights thereafter clearly shall be the obligations and rights of its successors in ownership in interest.

(b) Notwithstanding anything to the contrary provided in this Declaration, it is specifically understood and agreed that there shall be absolutely no liability for damages on the part of Armory or any successor mortgagee, individual, partnership, joint venture or corporation with respect to any of the terms and conditions of this Declaration and that in the event of any breach by Declarant, the sole remedy for any party claiming hereunder shall be by a suit for specific performance to enforce any of the terms, covenants and conditions of this Declaration to be performed by them, such exculpation of liability for damages to be absolute without exception whatsoever.

8. Modifications, waivers and consents with respect to this Declaration shall only be binding if in writing and signed by the party against whom such modification, waiver or consent is sought to be enforced.

9. The covenants contained herein are and shall be construed as real covenants and shall run with the land and shall be binding upon the parties hereto, their successors, heirs, executors, administrators or assigns.

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

Attest:

CITY OF GREENBELT

Michael McLaughlin

By:

Judith F. Davis

[Signature]

By:

ARMORY PLACE, LLC

Lowell E. Baier

Lowell E. Baier, Manager