



MARYLAND TRANSIT ADMINISTRATION  
MARYLAND DEPARTMENT OF TRANSPORTATION  
Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor  
James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

**MEMORANDUM**

TO: Zelda Peterson  
Director, Office of Finance

FROM: Henry Kay, Executive Director  
Maryland Transit Administration

DATE: January 14, 2015

SUBJECT: *Check Request*

PAYABLE TO: Andrew Marchwicki  
c/o Clifford, Debelius, Boynton & Hyatt, Chtd. IOLTA  
316 East Diamond Ave  
Gaithersburg, MD 20877

INVOICE # MTA-PL-1003

Please wire money to:  
Damascus Community Bank  
26500 Ridge Road  
Damascus, MD 20872  
Routing [REDACTED]; Acct. # [REDACTED]

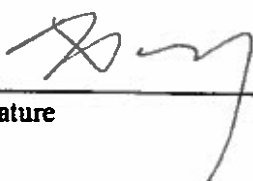
FEDERAL I.D.: 212-76-1686

AMOUNT: \$467,320.00

CHARGE TO: 39020-59020

FOR: The sale of Forest Bank Credits to MTA (16.69 forest bank credits at Independence Farms)

Recommend for Payment

  
Signature

1/15/15

Date

James R. Clifford, Sr. (MD, VA, PA)  
James J. Debellus (MD)  
Lynn Caudle Boynton (MD, DC)  
Jerry W. Hyatt (MD, DC)

**ODBH**  
**CLIFFORD, DEBELIUS**  
**BOYNTON & HYATT, CHTD.**  
ATTORNEYS AT LAW

316 East Diamond Avenue  
Gaithersburg, MD 20877  
(301) 840-2232 tel  
(301) 975-9829 fax

January 14, 2015

Maryland Transit Authority  
c/o Sheila Stokes-Langford  
6 Saint Paul Street  
Baltimore, MD 21202

Re: Sale of Forest Bank Credits to MTA

Dear Sheila:

Pursuant to the Contract of sale dated December 24, 2014 the proceeds of the sale of the forest bank credits are as referenced below.

28.93 forest bank credits @ \$28,000.00 per credit      \$ 810,040.00  
George Worthington [REDACTED]  
Dana Worthington [REDACTED]

16.69 forest bank credits @ \$28,000.00 per credit      \$ 467,320.00  
Andrew Marchwicki [REDACTED]

Total Amount Due:      \$1,277,360.00

Please advise us as to a timeline for funding and we will provide wire instructions. If you have any questions, please do not hesitate to contact this office.

Sincerely,

CLIFFORD, DEBELIUS, BOYNTON  
& HYATT, CHTD.

  
JAMES R. CLIFFORD, SR., ESQ.

JRC/dlh

**CONTRACT NUMBER MTA-PL-1003**  
**AGREEMENT OF PURCHASE FOR WOODLAND PRESERVATION AREA FOR THE**  
**MARYLAND FOREST CONSERVATION ACT**  
**BETWEEN**  
**THE MARYLAND TRANSIT ADMINISTRATION**  
**AND**  
**GEORGE AND DANA WORTHINGTON AND ANDREW MARCHWICKI**

This Agreement made this 24 day of December, 2014, by and between the Maryland Transit Administration ("MTA"), a modal agency of the Maryland Department of Transportation acting for and on behalf of the State of Maryland, located at 6 Saint Paul Street, Baltimore, Maryland 21202 and George and Dana Worthington and Andrew Marchwicki ("hereinafter collectively the "Seller").

**WHEREAS**, Sellers are separate owners of the mitigation banking credits collectively containing 45.62579 acres located in the 11<sup>th</sup> Election District of Montgomery County Maryland. **GEORGE AND DANA WORTHINGTON** are the owners of 28.9263 banking credits of ground which is part of a larger tract known as parcel 905. **ANDREW MARCHWICKI** is the owner of 16.69949 banking credits of ground which is part of a larger tract known as parcel 682, which are the subject of a Forest Conservation Bank plan; and

**WHEREAS**, MTA has authority to fulfill the Maryland Forest Conservation Act forest mitigation requirements for various capital projects in the MTA Capital Programs. It is prudent for the MTA to secure credits for its future projects when the credits are available; and

**WHEREAS**, this Agreement is intended to set forth the parties agreement with respect to purchasing the mitigation banking credits on its land in Montgomery County containing 45.62 acres more or less as recorded in Liber 49628 at Folio 077, approved FBIndepen, known as Independence Farm Mitigation Bank; and

**WHEREAS**, MTA desires to enter into this Agreement with the Sellers for the purpose of purchasing 45.62 banking credits.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH**, that in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. RECITALS**

The Recitals are hereby made a part of this Agreement and incorporated herein.

**2. TERM**

The Term of this agreement shall be in accordance with the execution and delivery by the parties of the Agreement and Section 3 herein.

### **3. TERMINATION**

Upon execution and delivery by the parties of the Agreement and compensation as referenced in Section 4, this Agreement shall automatically terminate and the terms and conditions of the Agreement shall thereafter govern all matters addressed herein.

### **4. COMPENSATION AND PAYMENT METHOD**

4.1 Compensation. The MTA shall compensate the Seller for the 45.62 banking credits (\$28,000 per credit). The total cost for banking credits to be provided by the Seller under this Agreement shall not exceed One Million Two Hundred Seventy Seven Thousand Three Hundred Sixty Dollars and 00/100 (\$1,277,360.00) for the contract.

4.2 Sellers George and Dana Worthington shall receive compensation for 28.93 credits under this Agreement shall not exceed Eight Hundred Ten Thousand Forty Dollars and 00/100 (\$810,040.00). Seller Andrew Marchwicki shall receive compensation for 16.69 credits under this Agreement shall not exceed Four Hundred Sixty Seven Thousand Three Hundred Twenty Dollars and 00/100 (\$467,320.00).

4.2 Method of Payment. The MTA shall pay the Seller no later than 30 days after receipt of a approval of the Agreement from the Board of Public Works (BPW).

### **5. BENEFIT AND BURDEN**

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective representatives, successors and assigns.

### **6. GOVERNING LAW**

This agreement shall be governed and construed in accordance with the laws of the State of Maryland.

### **7. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties hereto and any agreement (written or oral) heretofore made shall not operate to change, modify, terminate or discharge this Agreement in whole or in part unless such Agreement is reduced to writing and signed by each of the parties hereto.

### **8. SEVERABILITY**

The provisions of this Agreement are severable and if any provision, clause, sentence, section or part hereof is held illegal, invalid, unconstitutional or inapplicable to any person or circumstances, such provision shall be stricken and the balance shall remain intact.

#### **9. REPRESENTATIONS**

Sellers are a separate fee simple owners, and have taken all action necessary to enable it to consummate the transaction contemplated by this Agreement, and has duly authorized the execution and performance of this Agreement and all documents to be executed by Seller pursuant hereto.

#### **10. ASSIGNMENT**

This, or any obligation, right, title, interest, estate or remedy hereunder, may not be assigned by the Seller, without the prior written consent of the State, and in each instance any attempt so to do shall be a breach of this Agreement and void.

#### **11. DATE OF AGREEMENT**

The date of this Agreement shall be the date upon which it is approved by the BPW.

#### **12. ENTIRE AGREEMENT**

This Agreement shall be binding upon the parties hereto and their respective personal representatives, successors and assigns. This Agreement contains the entire understanding between the parties hereto and there are no agreements, understandings, representations or warranties between the parties except as set forth in this Agreement. This Agreement can only be amended in writing and executed by both parties hereto. All exhibits and schedules referred to herein and attached hereto are incorporated by reference into this Agreement.

#### **13. SURVIVAL AND BENEFITS**

This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns, as permitted hereunder.

#### **14. BPW APPROVAL**

THE SELLER AND STATE AGREE THAT THIS AGREEMENT IS NOT EFFECTIVE, AND SHALL NOT BE BINDING ON THE PARTIES HERETO, UNTIL APPROVED AND EXECUTED BY THE BPW. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, SELLER SHALL HAVE NO RIGHT TO INSTITUTE ANY ACTION OR PROCEEDINGS TO COMPEL: (I) PRESENTATION OF THIS WRITING TO THE BPW FOR APPROVAL OR (II) APPROVAL OF THIS WRITING BY THE BPW.

**15. APPROPRIATIONS**

IT IS AN EXPRESS CONDITION OF THIS AGREEMENT, IF AT ANY TIME PRIOR TO CLOSING, THE GENERAL ASSEMBLY FAILS TO APPROPRIATE FUNDS FOR THE PURCHASE OF THE PROPERTY, OR IF THE STATE NO LONGER HAS FUNDS AVAILABLE TO CONSUMMATE THE PURCHASE OF THE PROPERTY, THE STATE MAY DECLARE THIS AGREEMENT NULL, VOID AND OF NO FURTHER EFFECT AND BOTH PARTIES RELEASED FROM LIABILITY ONE TO THE OTHER. THE SELLER SHALL NOT BE REIMBURSED FOR ANY COSTS RELATING TO OR INCIDENTAL TO THE PURCHASE AND THE STATE SHALL HAVE NO LIABILITY TO THE SELLER. THE STATE MUST PROVIDE THIS NOTICE IN WRITING TO THE SELLER.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGE

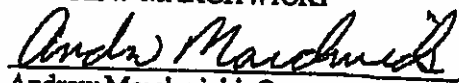
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

GEORGE AND DANA WORTHINGTON


  
\_\_\_\_\_  
George Worthington, Owner

  
\_\_\_\_\_  
Dana Worthington, Owner

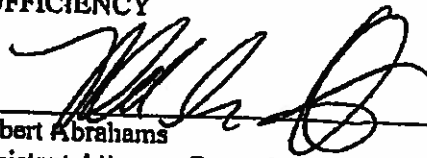
ANDREW MARCHWICKI

  
\_\_\_\_\_  
Andrew Marchwicki, Owner

MARYLAND TRANSIT ADMINISTRATION

  
\_\_\_\_\_  
By: Henry Kay  
Executive Director  
MTA-Transit Development and Delivery

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

  
\_\_\_\_\_  
Robert Abrahams  
Assistant Attorney General

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 7 day of January, 2015 as Item No. 30-61 on the Department of Transportation Agenda.



Item	Agency Institution	County	Vendor, Contractor, Grantee	Description
29-GM	DOT	Dorchester	City of Cambridge	General Miscellaneous - Enter into a grant agreement. Amount: \$2,500,000.
			Sailwinds Park Wharf Replacement	\$1,000,000.00
			Cambridge Marine Terminal Redevelopment	\$1,500,000.00
<b>action: Approved discussion: No Doc. No.</b>				

30-GM	DOT/MTA	Various	-	General Miscellaneous - Forest Mitigation Banking Credits - Approve two contracts for 82.52 acres. Amount: \$2,375,135.
		Prince George's	1. Old Marshall Hall Road	36.9 credits \$1,097,775.00
		Montgomery	2. Independence Farms	45.62 credits \$1,277,360.00
<b>action: Approved discussion: No Doc. No.</b>				

**Agenda Department of General Services**

1-C	BCCC	Baltimore City	JLN Construction Services, LLC	Construction Contract - Administration Wing Renovation - Term: 455 Calendar Days. Amount: \$5,991,120.
<b>action: Approved discussion: No Doc. No. 001E5400294</b>				

2-M	DGS	Anne Arundel	Full-Brite Cleaning Services Inc.	Maintenance Contract - Janitorial Services at the George M. Taylor District Court/Multi-Service Center, Glen Burnie. Term: 2/1/15- 1/31/18 (w/2 one-year options). Amount: \$220,946.40.
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STATE OF MARYLAND  
REMITTANCE ADVISE

(STATE AGENCY)

To PAYEE: When making inquiry concerning this check, please refer to the control ID number and check number both of which appear on the check and the agency/payee reference information which appears at the bottom of this form. Direct your inquiry to the State Agency whose invoice is being paid.

MARYLAND TRANSIT ADMINISTRATION  
6 ST. PAUL STREET, 8TH FLOOR  
BALTIMORE, MD 21202  
410-767-3716  
JACQUELINE V. COATES

J05  
J05  
PDT 19

ANDREW MARCHWICKI  
C/O CLIFFORD DEBELIUS  
316 EAST DIAMOND AVE  
GAITHERSBURG, MD 20877

Financial Agency J05  
Vendor ID  
Control Batch ID  
Federal Tax ID  
Check Number

Page 1 of 1  
Date: 2/05/2015  
Amount 467,320.00  
Approp. Number H0105

The enclosed check of the State Treasurer is in payment of your invoice(s) as follows:

Invoice Date	Invoice Number	Invoice Description	Current Document	Archive Reference No.	Amount	Approp. Number
1/14/15	MTA-PL-1003	FOREST BANK CREDITS	D5124386	J5010946	467,320.00	H0105

TOTAL 467,320.00

Payments are received faster with Direct Deposit. Contact bill pay agency to see if eligible. If eligible, call 410.260.7813 & select opt. 6.

State of Maryland - Treasurer's Office

65-11  
550

Control ID 5408  
Annapolis, MD 2/05/2015

PAY TO THE ORDER OF

ANDREW MARCHWICKI

\*\*\*\*\*\$467,320.00

The Sum of \*\*\*\*\*467,320 DOLLARS 00 CENTS

M&T Bank  
Manufacturers and Traders Trust Company  
Commercial Banking

Nancy K. Kopp  
Nancy K. Kopp - Treasurer

Peter Franchot  
Peter Franchot - Comptroller

This Check Void After 6 Months From Date

Write on white pattern on back. "Flag and Sky" pattern on front.



MARYLAND TRANSIT ADMINISTRATION  
MARYLAND DEPARTMENT OF TRANSPORTATION  
Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor  
James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

**MEMORANDUM**

TO: Zeld Peterson  
Director, Office of Finance

FROM: Henry Kay, Executive Director  
Maryland Transit Administration

DATE: January 14, 2015

SUBJECT: *Check Request*

PAYABLE TO: George Worthington and Dana Worthington  
c/o Clifford, Debelius, Boynton & Hyatt, Chtd. IOLTA  
316 East Diamond Ave  
Gaithersburg, MD 20877

INVOICE # MTA-PL-1003

**Please wire money to:**  
**Damascus Community Bank**  
**26500 Ridge Road**  
**Damascus, MD 20872**

**Acct. [REDACTED]**

FEDERAL I.D.: [REDACTED] George Worthington  
[REDACTED] Dana Worthington

AMOUNT: \$810,040.00

CHARGE TO: [REDACTED]

FOR: The sale of Forest Bank Credits to MTA (28.93 forest bank credits at Independence Farms)

Recommend for Payment

1/15/15

Signature

Date

6

James R. Clifford, Sr. (MD, VA, PA)  
James J. Debelius (MD)  
Lynn Caudle Boynton (MD, DC)  
Jerry W. Hyatt (MD, DC)

**ODBH**  
**CLIFFORD, DEBELIUS**  
**BOYNTON & HYATT, CHTD.**  
ATTORNEYS AT LAW

316 East Diamond Avenue  
Gaithersburg, MD 20877  
(301) 840-2232 tel  
(301) 975-9829 fax

January 14, 2015

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& HYATT, CHTD.

  
JAMES R. CLIFFORD, SR., ESQ.

JRC/dlh

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#### **11. DATE OF AGREEMENT**

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#### **12. ENTIRE AGREEMENT**

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**15. APPROPRIATIONS**

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SIGNATURES ON FOLLOWING PAGE



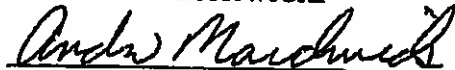
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

GEORGE AND DANA WORTHINGTON


  
\_\_\_\_\_  
George Worthington, Owner

  
\_\_\_\_\_  
Dana Worthington, Owner

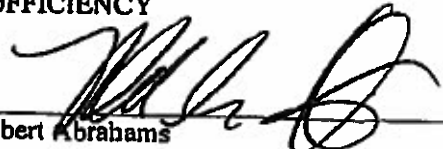
ANDREW MARCHWICKI

  
\_\_\_\_\_  
Andrew Marchwicki, Owner

MARYLAND TRANSIT ADMINISTRATION

  
\_\_\_\_\_  
By: Henry Kay  
Executive Director  
MTA-Transit Development and Delivery

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

  
\_\_\_\_\_  
Robert Abrahams  
Assistant Attorney General

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 7 day of January, 2015 as Item No. 306M on the Department of Transportation Agenda.

Item	Agency Institution	County	Vendor, Contractor, Grantee	Description
29-GM	DOT	Dorchester	City of Cambridge	General Miscellaneous - Enter into a grant agreement. Amount: \$2,500,000.
			Sailwinds Park Wharf Replacement	\$1,000,000.00
			Cambridge Marine Terminal Redevelopment	\$1,500,000.00
<b>action: Approved discussion: No Doc. No.</b>				
30-GM	DOT/MTA	Various	--	General Miscellaneous - Forest Mitigation Banking Credits - Approve two contracts for 82.52 acres. Amount: \$2,375,135.
		Prince George's	1. Old Marshall Hall Road	36.9 credits \$1,097,775.00
		Montgomery	2. Independence Farms	45.62 credits \$1,277,360.00
<b>action: Approved discussion: No Doc. No.</b>				
<b>Agenda Department of General Services</b>				
1-C	BCCC	Baltimore City	JLN Construction Services, LLC	Construction Contract - Administration Wing Renovation - Term: 455 Calendar Days. Amount: \$5,991,120.
<b>action: Approved discussion: No Doc. No. 001B5400294</b>				
2-M	DCS	Anne Arundel	Full-Brite Cleaning Services Inc.	Maintenance Contract - Janitorial Services at the George M. Taylor District Court/Multi-Service Center, Glen Burnie. Term: 2/1/15- 1/31/18 (w/2 one-year options). Amount: \$220,946.40.

STATE OF MARYLAND  
REMITTANCE ADVICE

(STATE AGENCY)

To PAYEE. When making inquiry concerning this check, please refer to the control ID number and check number both of which appear on the check and the agency/payee reference information which appears at the bottom of this form. Direct your inquiry to the State Agency whose invoice is being paid.

MARYLAND TRANSIT ADMINISTRATION  
6 ST. PAUL STREET, 8TH FLOOR  
BALTIMORE, MD 21202  
410-767-3716  
JACQUELINE V. COATES

J05 J05

PDT 19

GEORGE AND DANA WORTHINGTON  
C/O CLIFFORD DEBELIUS  
316 EAST DIAMOND AVE  
GAITHERSBURG, MD 20877

Financial Agency  
Vendor ID  
Control Batch ID  
Federal Tax ID  
Check Number

Page 1  
of 1

Date: 2/05/2015

Approp.  
Number  
H0105

Amount  
810,040.00

The enclosed check of the State Treasurer is in payment of your invoice(s) as follows:

Invoice Date	Invoice Number	Invoice Description
1/14/15	MTA-PL-1003	FOREST BANK CREDITS

Current Document	Archive Reference No.
D5124360	J5010946

TOTAL 810,040.00

Payments are received faster with Direct Deposit. Contact bill pay agency to see if eligible. If eligible, call 410.260.7813 & select opt. 6.

# State of Maryland - Treasurer's Office

85-11  
550

Control ID  
5408

Annapolis, MD  
2/05/2015

PAY TO THE ORDER OF

GEORGE AND DANA WORTHINGTON

\*\*\*\*\*\$910,040.00

The Sum of \*\*\*\*\*810,040 DOLLARS 00 CENTS

**M&T Bank**

Manufacturers and Traders Trust Company  
Commercial Banking

*Nancy K. Kopp*

Nancy K. Kopp - Treasurer

*Peter Franchot*

Peter Franchot - Comptroller

This Check Void After 6 Months From Date

While on white pattern on back. "Flag and Sky" pattern on front.