Rec'd.
FEB 16 2000

Agreement

This agreement made the 10th day of JAN, 2000, for the benefit of the residents of the area as defined below, between KSI Services, Inc., hereinafter referred to as "KSI" and the community of "Uniontown" redesignated by the U.S. Congress in 1886 as "Anacostia" and the area represented by the Frederick Douglass Community Improvement Council, hereinafter referred to as "FDCIC", in consideration of good and other value consideration hereby agree as follows:

1. KSI will support the establishment of one resident-based Community Committee with responsibility for facilitating the developer's long-term accountability to the community. This committee will consist primarily of resident-based organizations that are located in ANC 6C or ANC 8B and initially will be convened by ANC 6C, ANC 8B and the Frederick Douglass Community Improvement Council.

At a minimum, the Committee will establish two subcommittees: 1) Local Hiring; and, 2) Community Investment. Both subcommittees will include at least one position for an ANC 6C Commissioner to be selected by ANC 6C, for an ANC 8B Commissioner to be selected by ANC 8B and for a member of FDCIC to be selected by FDCIC. Local service or professional based organizations may be invited to advise subcommittees. Decisions made by subcommittees shall be forwarded to and receive an affirmative vote by the Community Committee before being implemented.

The "Local Hiring" subcommittee will assist KSI in devising guidelines for the notification, recruitment and selection of potential applicants for employment opportunities associated with the construction, maintenance and management of the development; and make recommendations for offering employment (via contracts, subcontracts or positions) to qualified or qualifiable individuals, companies or associations for the proposed development of the Homes at Woodmont.

The "Community Investment" subcommittee will have responsibility for advising the developer on reinvestment into the communities of ANC 6C and ANC 8B. Such reinvestment will focus on assisting qualified community-based organizations through stock purchases, direct grants, revolving loans, and technical assistance. The developer's investment in the community will be leveraged with other local resources.

KSI will provide clerical assistance to the Community Committee.

2. KSI will make a "good faith" effort in working with the community committee to obtain the representations made before the Board of Zoning Adjustment to secure the necessary approval for Application NO. 16457 and the objectives of this Agreement. In the event that guidelines for reaching the objectives of the community committee or subcommittees cannot be reached, the dispute will be placed in arbitration with the cost to be paid for by KSI, and

3. KSI will enter into a First Source Agreement with D.C. Department of Employment Services for positions created by the development of "Homes of Woodmont". The Department of Employment Services shall be consulted for evaluation and performance relating to requirements of the First Source Agreement.

4. KSI shall simultaneously develop the multi-family and single-family components and will continue to own, manage and maintain the multi-family component for not less than 15 years. In the event of sale of or hiring other management entitites to manage the multi-family component, KSI shall establish a Maintenance Trust Fund for the continued maintenance of the development for the remainder of the 15-year term. Said Fund shall be based upon the average yearly maintenance cost,

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Case No. 16457
Exhibit No. 108

Board of Zoning Adjustment
District of Columbia
CASE NO.16457
EXHIBIT NO.108

which should have been spent on proper maintenance of the development over a five-year period, times the number of years left of the term. If the parties cannot agree on an amount to be placed into the Trust Fund, the dispute will be placed in arbitration with the cost to be paid for by KSI.

5. FDCIC will:

- Assist KSI in coordinating the Community Committee and its subcommittees;
- Provide consultation regarding the community's interests and desires;
- Review and recommend housing designs to ensure community historic preservation standards within the Anacostia Historic District;
- Use its "best" effort to ensure successful completion of the project.

6. Should KSI fail to perform as agreed, FDCIC with an affirmative vote of its officers shall seek enforcement of this Agreement and if successful shall be entitled to Attorney' fees and costs.

7. Should FDCIC fail to perform as agreed, KSI may reject all or any provisions of this Agreement.

8. This Agreement only may be enforced on behalf of any interested Third Party Beneficiary by a vote of FDCIC's Executive Committee through its President.

9. No modification of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

10. The present and future laws of the District of Columbia shall apply to the interpretation and enforcement of this contract.

Witness their hands and seals the day and year hereinbefore written.

Frederick Douglass Community Improvement Council

By: Carolyn Johns-Gray
President

Bernice Harrison
Secretary

KSI Services, Inc.

By: Richard I. Knapp
Senior Vice President
KSI Services, Inc.,
Fort Stanton, Inc.
General Partner of Fort Stanton,L.P.

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