

Union Market PUD
Status of Conditions of Approved PUD

Condition	Description of Obligation	Consistency
A.1.	The PUD shall be developed in accordance with the architectural drawings prepared by Shalom Baranes Architects, Bohler Engineering, and Mahan Rykiel, submitted into the record on July 10, 2014 as Exhibit 2A1-2A6, as modified by the architectural drawings and pages submitted on August 29, 2014 as Exhibit 13-13H in the record, as modified by the architectural drawings and pages submitted on December 16, 2014 as Exhibit 19-19H in the record, as modified by the architectural drawings and pages submitted on February 2, 2015 as Exhibit 35A-35A7B in the record, as modified by the architectural drawings and pages submitted on February 11, 2015, as Exhibit 44A1-44A7 in the record, and as modified by the architectural drawings and pages submitted on March 2, 2015 as Exhibit 51-51B in the record, and as modified by the guidelines, conditions, and standards herein (collectively, the “[Approved] Plans”).	This Application is consistent with this Condition. The plans attached herewith as <u>Exhibit J</u> are in accordance with the first-stage PUD approvals referenced in the Approved Plans.
A.2.	The Identifier shall be located only as shown as “Option 1” of Exhibit 51B and there shall be no more than one such Identifier.	This Condition is not applicable (“N/A”) to this Application.
A.3.	The PUD shall include a mixed-use building at the south of the Property, which was approved by the Zoning Commission as a consolidated PUD, containing approximately 62,423 gross square feet of retail use, approximately 42,000 gross square feet of theater use, and approximately 112,000 gross square feet of residential or office use. The maximum density of the South Building shall be 2.52 FAR. The PUD shall include a mixed-use building at the north of the Property, which was approved by the Zoning Commission as a Phase 1 PUD, containing approximately 35,000 gross square feet of retail use and approximately 42,000 gross square feet of theater use, and approximately 290,000 gross square feet of residential or office use gross. The maximum density of the North Building shall be 3.78 FAR. The total maximum density of the project shall be 6.3 FAR.	This Application is consistent with this Condition. Total GFA for North Building: 23,053 sf commercial, 287,530 sf residential, And 7,367 sf of service/back of house. Maximum FAR for North Building: 3.71 Maximum FAR total: 6.23

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A.4.	The maximum height of the buildings shall be 120 feet as shown on the [Approved] Plans.	This Application is consistent with this Condition, with a maximum height of 120 feet.
A.5.	The project shall provide no parking in the South Building. The project shall include a minimum of 300-475 vehicle parking spaces in the below-grade parking garage beneath the North Building. The project shall provide one 30-foot loading berth and one 100 square foot loading platform in the South Building, as shown on the [Approved] Plans. Loading for the North Building will be approved as part of its Phase 2 approval.	This Application is consistent with this Condition and shall include up to 310 vehicle parking spaces (+/- 10%) in a below-grade garage beneath the North Building.
A.6.	<p>The Applicant shall have flexibility with the design of the PUD in the following areas:</p> <p>(a) To provide a range in the number of residential units in the South Building of 10% from the number depicted on the [Approved] Plans;</p> <p>(b) To vary the location and design of all interior components, including but not limited to partitions, structural slabs, doors, hallways, columns, stairways, and mechanical rooms, provided that the variations do not change the exterior configuration of the building;</p> <p>(c) To vary the final selection of the exterior materials within the color ranges and material types as proposed, based on availability at the time of construction, without reducing the quality of the materials; and to make minor refinements to exterior details, dimensions and locations, including curtainwall mullions and spandrels, window frames and mullions, glass types, belt courses, sills, bases, cornices, balconies, railings and trim, or any other changes to comply with the District of Columbia Building Code or that are otherwise necessary to obtain a final building permit or to address the structural, mechanical, design, or operational needs of the building uses or systems;</p> <p>(d) To vary the final design of retail frontages, including locations of doors, design of show windows and size of retail units and signage, to accommodate the needs of specific retail tenants;</p> <p>(e) To remove the Identifier from the Project;</p>	The Applicant will seek flexibility for this Application that is in accordance with the applicable flexibility approved in this Condition.

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	<p>(f) To vary the selection of plantings in the landscape plan depending on seasonal availability within a range and quality as proposed in the [Approved] Plans;</p> <p>(g) To make minor refinements to the floor-to-floor heights, so long as the maximum height and total number of stories as shown on the Plans do not change; and</p> <p>(h) To revise the design of the public space surrounding the Property and the exterior design of the project to the extent necessary to obtain approvals from District agencies and/or service to the Property from utilities or as would otherwise be in accordance with the Streetscape Design Guidelines.</p>	
B.1.	<p>Prior to issuance of the first Certificate of Occupancy for the new component(s) of the South Building, if the uppermost component of the South Building is constructed for residential use, as required by Chapter 26 of the Zoning Regulations, the Applicant shall demonstrate that it has set aside at least eight percent of the gross floor area of the residential component of the South Building as inclusionary units. The Applicant shall set aside in the South Building two inclusionary zoning units, containing approximately 1,722 of gross square feet, for households with an annual income of no more than 50% of AMI. The remaining inclusionary units shall be for households with incomes not exceeding 80% of AMI in accordance with the Inclusionary Zoning requirements. The inclusionary units shall be maintained for the life of the project.</p>	<p>This Application is consistent with this Condition and will set aside in the North Building inclusionary zoning units with an effective gross floor area equal to 8% of the total residential gross floor area of the Project, with 20% of such units being reserved for households with an annual income of no more than 50% of MFI and the remaining such units being reserved for households with incomes not exceeding 80% of MFI. Such units shall be maintained for the life of the Project.</p>

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B.2.	Prior to issuance of the first Certificate of Occupancy for the new component(s) of the South Building, the Applicant shall provide evidence that the building has been designed to achieve a LEED Silver, 2009 level and will obtain certification of such level for the building from the United States Green Building Council. The Applicant shall address the LEED Certification level of the North Building in its second-stage PUD application for that building, and the North Building shall be designed to achieve at least a LEED Silver, 2009 level.	This Application is consistent with, and indeed exceeds, this Condition. The North Building will be design to achieve at least a LEED Silver, v4, which exceeds the requirements of LEED Silver 2009.
B.3.	The Applicant shall provide at its cost, the “Union Market Park” and “Union Market Plaza” areas shown in the [Approved] Plans and as described in Exhibits 19H and 35B in the record. The Union Market Park shall be comprised of approximately 7,000 square feet of land area. The Union Market Plaza shall be comprised of approximately 12,500 square feet of land area. The Applicant will maintain the Union Market Park and Union Market Plaza areas for the life of the Project and may actively program them with events. The Applicant will provide a 10 foot wide unobstructed clear path for the east/west dimension of the Union Market Park for the duration of the project. Such unobstructed area may be combined with property of the property owner to the south to comprise such 10 foot wide clear path dimension.	This Application is consistent with this Condition and will include the build-out of the Union Market Plaza. This Application does not include the build-out of the Union Market Park, which will be constructed only at the time the South Building is constructed.

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B.4.	<p>The Applicant shall provide the Union Market Park prior to the issuance of the Certificate of Occupancy for the new component(s) of the South Building. The Union Market Plaza will be designed and improved in two stages. The first stage will be the interim condition for the time period between the completion of the South Building and the beginning of construction of the North Building. During this time, the Plaza will exist as an improved area but without the final finishes and furnishings. The interim improvements will be completed prior to the issuance of the Certificate of Occupancy for the new component(s) of the South Building. During the construction of the North Building, the Plaza will not be available for the public except to the extent that such space is necessary to enter into the adjacent retail and event spaces and to perform loading or similar operations for the South Building. The second and final stage of the Plaza will be improved during the construction of the North Building and become available upon the completion of the North Building. This will be the fully finished and improved public plaza. The final improvements will be completed prior to the issuance of the Certificate of Occupancy for the North Building.</p>	<p>This Application is consistent with this Condition. The Plaza will be constructed in one stage and will be open upon completion of the North Building, as required herein.</p>
B.5.	<p>The Applicant will preserve and retain the existing structure currently housing “The Market” as shown on the [Approved] Plans.</p>	<p>This Application is consistent with this Condition.</p>
B.6.	<p>The Applicant will maintain The Market as open and operational throughout construction of the remainder of the project adjacent to and above The Market structure.</p>	<p>This Application is consistent with this Condition.</p>
B.7.	<p>Upon issuance of the first Certificate of Occupancy for the new component(s) of the South Building and until five years after such date, the Applicant shall provide security patrols as described on Pages 6 and 7 of Exhibit 35 for the areas shown on pages 1 and 2 of Exhibit 35E up to an amount of \$400,000/year.</p>	<p>N/A with respect to this Application, but EDENS has begun to provide this benefit.</p>

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B.8.	<p>Prior to the issuance of the first Certificate of Occupancy for the new component(s) of the South Building, the Applicant shall create educational programs as described on page 40 of Exhibit 44A4 for the life of The Market. The three components of the educational programs are:</p> <p>(a) Educational programs or tours with local school students – The Applicant will provide individuals and the expertise to develop a curriculum, provide materials, and implement and teach participating local school students approximately monthly. These programs and tours will comprise varying subject matter each month relating to the use of The Market (of the Applicant’s or affiliated school’s choosing), typically last approximately two to three hours, and consist of approximately 10 to 30 students, depending on the interest levels in the relevant subjects;</p> <p>(b) High school internship program – The Applicant will arrange for an internship for an area high school student to work a limited number of hours at The Market during the school year and summer break to gain work experience, including experiencing first-hand the business operations and providing early job and entrepreneurship skills; AND</p> <p>(c) Individual educational sessions – The Applicant will provide no less than five educational sessions per year with students from local schools or other interested participants on an individual basis regarding subjects relating to The Market such as healthy eating and budgeting.</p>	N/A with respect to this Application, but EDENS has begun to provide this benefit.
B.9.	<p>Prior to the issuance of the first Certificate of Occupancy for the new component(s) of the South Building, the Applicant will design and install an interim parking management program for 5th Street, N.E., including the design and installation of striping and signage, subject to DDOT approvals during the public space permitting process. The Applicant shall have flexibility to revise the design of the public space surrounding the property as needed, based upon the continued coordination with DDOT.</p>	Complete.

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B.10.	Beginning upon the recordation of the first PUD Covenant for the project and until five years after such date, the Applicant shall provide discounted or free event space or related services in the project or, if available and applicable, adjacent outdoor space to the community, non-profits or similar institutions in the DC metropolitan area at a value of \$30,000 per year. The benefited community, non-profits, or similar groups will include organizations that have utilized the event space in the past, as summarized on Exhibit 51A or similar community groups or organizations.	N/A with respect to this Application, but EDENS has begun to provide this benefit.
B.11.	Beginning upon the recordation of the first PUD Covenant for the project and until five years after such date, the Applicant shall host no less than 10 community events for five years in accordance with the description on pages 8-9 in Exhibit 35. The events will include, or be similar to, community events that have been held at the Property, as summarized on Exhibit 51.	N/A with respect to this Application, but EDENS has begun to provide this benefit.
B.12.	<p>Prior to the issuance of the first Certificate of Occupancy for the new component(s) of the South Building, the Applicant will upgrade the southern Neal Place sidewalk between 4th and 5th Streets, N.E. and the western 5th Street sidewalk between Neal Place and Penn Street, N.E. to DDOT-compliant standards, as necessary, subject to DDOT approval and the issuance of public space permits and further subject to limited deviations from DDOT standards as required by the current location of infrastructure adjacent to such sidewalks.</p> <p>The final plan for the sidewalk on the south side of Neal Place between 4th and 5th Streets will include:</p> <ul style="list-style-type: none"> (a) A six-foot-wide clear path to meet ADA and DDOT standards with the exception of pinch points due to existing infrastructure that may remain; (b) Replacement of curb ramps to meet ADA and DDOT standards; (c) Moving light pole(s), if necessary; and (d) Striping in parallel parking. <p>The final plan for the sidewalk on the west side of 5th Street between Neal Place and Penn Street will ensure that a DDOT standard sidewalk is in place.</p>	N/A with respect to this Application; to be addressed as part of the South Building construction.

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B.13.	Prior to the issuance of the first Certificate of Occupancy for the new component(s) of the South Building, the Applicant will commission and receive the streetscape design guidelines for the Union Market district, in accordance with page 3-4 of Exhibit 35 and Exhibit 35D, subject to DDOT approval. The Applicant may design and construct the public space adjacent to the project in accordance with the recommendations of the streetscape design guidelines, subject to DDOT approvals during the public space permitting process.	Complete.
B.14.	Prior to the issuance of the first Certificate of Occupancy for the new component(s) of the South Building and for the life of the Project, the Applicant will participate in the District’s Adopt-a-Block program or a similar program (or become part of a business improvement district which shall assume responsibility for similar duties). In so doing, the Applicant will regularly clean up trash and remove graffiti along 5th and 6th Streets, N.E. between Florida Avenue and Penn Street, N.E.	N/A with respect to this Application, but EDENS has begun to provide this benefit.
B.15.	Prior to the issuance of the first Certificate of Occupancy for the new component(s) of the South Building, the Applicant will install way-finding signage to access the Union Market district from New York Avenue, N.E. utilizing Brentwood Avenue, N.E. subject to DDOT (and, if necessary, Federal) approvals during the public space permitting process.	N/A with respect to this Application, but EDENS has begun to provide this benefit.
B.16.	Prior to the issuance of the first Certificate of Occupancy for the new component(s) of the South Building, the Applicant shall enter into a First Source Employment Agreement with the Department of Employment Services in the form submitted into the record as Exhibit 35G to achieve the goal of utilizing District of Columbia residents for at least 51% of the new construction jobs created by the Project.	Applicant has entered into the First Source Agreement. Compliance with such Agreement will begin upon construction.
C.1.	The Applicant shall implement measures to promote the use of public transit and bicycle transportation, and discourage the use of motor vehicles, as set forth in the Applicant’s Transportation Demand Management (“TDM”) Plan described on page 7 of Exhibit 18A, (the Applicant’s Transportation Impact Study), pages 16-17 of Exhibit 35, and the supplemental and additional elements described by Applicant on page 47 of Exhibit 44A4. Such Plan elements are as follows:	The Project will comply with these TDM Conditions, as applicable.

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	<p>(a) The Applicant shall designate a TDM coordinator, who is responsible for organizing and marketing the TDM plan and who will act as a point of contact with DDOT;</p> <p>(b) All parking on site will be priced at market rates at minimum, defined as the average cost for parking in a 0.25 mile radius from the site. All residential parking will be unbundled from the costs of leasing apartments or purchasing condos;</p> <p>(c) The Applicant shall reserve at least two parking spaces for a car-sharing service in the North Building’s underground parking garage, provided that the space is desired by a car-sharing service (and if it is not, then it shall revert to the Applicant’s general use);</p> <p>(d) The Applicant shall provide two electronic message screens displaying real-time transportation information in the building - one on the first floor of the South Building and one on the lowest floor of the residential or office component;</p> <p>(e) The Applicant shall provide following bicycle parking:</p> <p>(1) Prior to the issuance of the Certificate of Occupancy for South Building:</p> <p>Permanent bicycle storage space containing bicycle facilities will be on the lowest residential or office floor (or lower) for the residential or office use in the South Building as required by DC Municipal Regulations for that use; and</p> <p>Temporary bicycle storage space for approximately 54 short term bicycle parking will be located outside and around the South Building;</p> <p>(2) Prior to the issuance of the Certificate of Occupancy for the North Building:</p> <p>The number of permanent bicycle parking facilities for the theater and new retail uses in the South Building (eight spaces) will be located on the first floor or first subgrade level of the parking garage in the North Building; and</p>	

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	<p>Bicycle storage space containing permanent bicycle storage facilities for all retail and residential or office uses will be located in the North Building;</p> <p>(3) Short term bicycle parking spaces will be located outside of the North Building.</p> <p>(f) Prior to the issuance of the Certificate of Occupancy for the North Building, the Applicant shall provide the following financial incentives to its tenants or residents in the South Building, as applicable:</p> <p>(1) Office: each office worker will be provided with access to a corporate bike share membership up to the maximum value of \$15,000 cumulatively for the Project; and</p> <p>(2) Residential: all new tenants will be provided with a car share or bike share membership up to the maximum value of \$14,000 cumulative for the Project; and</p> <p>(g) The Applicant shall provide information and website links to commuterconnections.com, goDCgo.com, and other transportation services on developer and property management websites.</p>	
C.2.	The Project shall provide loading consistent with the [Approved] Plans and shall abide by the Loading Management Plan submitted as Exhibit 19D, provided that the Applicant shall have flexibility to modify such plans to the extent necessary to comply with requirements imposed in the public space permitting process	The Project will comply with the Loading Management Plan Conditions.
D.1.	No building permit shall be issued until the Applicant has recorded a covenant among the land records of the District of Columbia between the owner and the District of Columbia that is satisfactory to the Office of the Attorney General and the Zoning Division of the Department of Consumer and Regulatory Affairs. Such covenant shall bind the Applicant and all successors in title to construct on or use the Property in accordance with this Order and any amendment thereof by the Zoning Commission.	The Project will comply with this Condition.

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D.2.	<p>The consolidated PUD approval for the South Building hereunder shall be valid for a period of two years from the effective date of this Order. Within such time, an application must be filed for the building permit for the South Building as specified in 11 DCMR § 2409.1. Construction shall begin within three years after the effective date of this Order. The first-stage PUD approval for the North Building hereunder shall be valid for a period of five years from the effective date of this Order. Within such time period, the Applicant must file an application with the Commission for a second-stage PUD approval for the North Building.</p>	<p>The Project will comply with this Condition.</p>
D.3.	<p>The Applicant is required to comply fully with the provisions of the Human Rights Act of 1977, as amended, D.C. Official Code § 2-1401.01, et seq. (“Act”) and this Order is conditioned upon full compliance with those provisions. In accordance with the Act, the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination, which is also prohibited by the Act. In addition, harassment based on any of the above protected categories is also prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.</p>	<p>The Project will comply with this Condition.</p>

[End of Exhibit H]