ShawPittman LLP

A Limited Liability Partnership Including Professional Corporations

June 10, 2003

By Hand Delivery

Carol Mitten
Chairperson, D.C. Zoning Commission
441 4th Street, N.W.
Second Floor
Washington, DC 20001

RECEIVED
D.C. OFFICE OF ZONING
2003 JUN 10 PM 4:39

Re: Zoning Commission Case No. 02-50
St. Luke's Condominium, LLC (Square 1935, Lot 815)

Dear Chairperson Mitten and Members of the Commission:

In accordance with 11 DCMR 3013.8, enclosed please find the following materials related to the consolidated planned unit development ("**PUD**") and Zoning Map amendment application of St. Luke's Condominium, LLC (the "**Applicant**"):

Exhibit 1	List of witnesses expected to testify on behalf of the Applicant;
Exhibit 2	Resumes of witnesses requested to be granted expert status;
Exhibit 3	Outlines of witness testimony;
Exhibit 4	Draft First Source Employment Agreement submitted to the Department of Employment Services;
Exhibit 5	Draft Memorandum of Understanding submitted to the Department of Human Rights and Local Business Development;
Exhibit 6	Development Agreement between the Applicant, the St. Luke's United Methodist Church ("**Church**") and the Massachusetts Avenue Heights Citizens Association ("**MAHCA**"); and
Exhibit 7	Updated landscape plan and landscape plan for the traffic island at the intersection of Wisconsin Avenue, Calvert Street and 37th Street.

ZONING COMMISSION
District of Columbia
CASE 02-50
EXHIBIT 26

ZONING COMMISSION
District of Columbia
CASE NO.02-50
EXHIBIT NO.26

In regards to the proposed Zoning Map amendment application, the only owner of land that is proposed to be rezoned is the Church. The Church signed both the PUD application and the Zoning Map amendment application. The Applicant expects that its presentation will take approximately one hour to complete.

The Applicant looks forward to presenting its case at the June 30, 2003 Public Meeting.

Sincerely,

Phil Feola

Paul Tummonds

cc: ANC 3C
ANC 3B
MAHCA
Glover Park Citizens Association
Office of Planning, Maxine Brown - Roberts
John Wood Bolton
Robert Montagne

Exhibit 1

LIST OF WITNESSES

The applicant expects to present the testimony of the following witnesses at the Public Hearing:

1. Representatives of the Developer: St. Luke's Condominiums, LLC
    a. John Wood Bolton
    b. Robert Montagne
2. Representative(s) of the property owner: St. Luke's United Methodist Church
3. Representative of the Architectural Team: William Hellmuth; Hellmuth, Obata & Kassabaum (HOK)
4. Representative of the Transportation Consultant: Martin J. Wells; Wells & Associates

Exhibit 2

William K. Hellmuth, AIA

Senior Principal/Director of Design

Education

University of Virginia
Bachelor of Architecture, 1975

Princeton University
Master of Architecture, 1977

Registration

New York, District of Columbia

Memberships

American Institute of Architects

Affiliations

GSA Design Excellence Peer

Awards

National Wildlife Federation
2002 Top Ten Green Project
AIA Council on the Environment

2003 Merit Award
AIA Northern Virginia Chapter

The Executive Tower
2001 Best New Urban Office Dev.
Washington Business Journal

Best New Urban Under 150,000 SF
NAIOP Maryland Chapter

U.S. Embassy Moscow, Russia
2001 Merit Award, *AIA DC Chapter*

U.S. EPA Research & Admin. Campus
2002 Design Excellence Award - Category of Sustainability
General Services Administration

IRS Martinsburg Computing Center
2001 Merit Award, *AIA No. VA Chapter*

U.S. Government Agency Headquarters
2000 Merit Award, *AIA DC Chapter*

College Park Aviation Museum
1998 Merit Award, *AIA DC Chapter*

Sheraton Inn at Timika
1995 Award of Excellence
AIA DC Chapter

Responsibilities

A Senior Principal of HOK, Mr. Hellmuth is a registered architect with more than 20 years of experience in architecture and design. Mr. Hellmuth heads the HOK Washington, D.C. design studio, which has designed more than one billion dollars of construction and/or renovation since its founding in 1972. Mr. Hellmuth has been widely recognized for his innovative design and ability to create exciting spaces that meet a client's aesthetic and functional needs. He has received many local and national design awards for his work on the above listed projects.

Mr. Hellmuth's projects represent distinctive design solutions addressing diverse needs in function, building systems, methodology and materials. He has a wide array of domestic and international experience, including headquarters for non-profit organizations, corporate and government clients, mixed-use complexes, museums, hotels, developer office buildings and high-security/high-technology facilities. Select experience includes:

William K. Hellmuth, AIA
Continued

Experience

U.S. EPA Environmental
Research Center
Research Triangle Park, NC

U.S. Federal Government
Agency Headquarters
Washington, DC

National Air & Space Museum
Steven F. Udvar-Hazy Center
Chantilly, Virginia

U.S. Naval Academy
Michelson & Chauvenet Halls
Renovation
Annapolis, Maryland

Johns Hopkins University
Montgomery County Campus
Rockville, Maryland

Johns Hopkins University
Shady Grove Campus
Shady Grove, Maryland

Sun Microsystems
Corporate Campus
Burlington, Massachusetts

Nortel Networks
Master Plan & Research Buildings
Research Triangle Park, NC

IRS Computing Center
Martinsburg, West Virginia

National Institutes of Health
William H. Natcher Building
Bethesda, Maryland

U.S. Embassy Moscow
Moscow, Russia

Zayed University
Dubai, United Arab Emirates

MedImmune, Inc.
Research & Administrative
Campus
Gaithersburg, Maryland

FBI Forensic Laboratory
Quantico, Virginia

Rockville Town Center
Urban Revitalization
Master Planning & Design
Rockville, Maryland

U.S. Department of State
New Office Building
Tashkent, Uzbekistan

U.S. Department of State
New Office Building
Tbilisi, Georgia

U.S. Department of State
New Office Building
Nairobi, Kenya

U.S. Department of State
New Office Building
Zagreb, Croatia

U.S. Department of State
New Office Building
Dar es Salaam, Tanzania

U.S. Department of State
New Office Building
Abu Dhabi, U.A.E.

Hampton Convention Center
Hampton, Virginia

William K. Hellmuth, AIA
Continued

RTP Town Center
Research Triangle Park, NC

Chevy Chase Center
Chevy Chase, Maryland

Abu Dhabi Trade Center
Abu Dhabi, United Arab Emirates

College Park Aviation Museum
College Park, Maryland

Woodland Park
Master Plan
Chantilly, Virginia

The Preserve at Tower Oaks
Master Plan
Rockville, Maryland

National Wildlife Federation
Headquarters
Reston, Virginia

The Nature Conservancy
Headquarters
Arlington, Virginia

Woodland Park South Pointe
Office Complex
Chantilly, Virginia

Woodland Park Plaza Ridge
Office Complex
Chantilly, Virginia

U.S. Mint
Washington, DC

799 Ninth Street
Washington, DC

APHA Headquarters
Washington, DC

The Executive Tower
1399 New York Avenue
Washington, DC

Hotel Le Koudou
Marrakech, Morocco

TABA Hotel
Cairo, Egypt

Sheraton Inn
Timika Guest House
Irian Jaya, Indonesia

Daewoo
Mixed-Use Community
Design Competition
Seoul, Korea

Queen City Square
Cincinatti, Ohio

Seocho Complex
Seoul, South Korea

Dulles International Airport
Midfield Concourse B
Chantilly, Virginia

Dulles Airport
Commuter Terminal
Chantilly, Virginia

Kuningan Center
Jakarta, Indonesia

Prince Georges Co. Courthouse
Upper Marlboro, MD

William K. Hellmuth, AIA
Continued

Asama Sports Arena
Karuizawa, Japan

Broadway/72nd Street*
New York, New York

461 Fifth Avenue*
New York, New York

255 Fifth Street*
31-story office building
Cincinnati, Ohio

Barajas Office Complex*
Barajas, Spain

Merrill Lynch & Company, Inc.*
New York, New York

Irving Trust Company*
New York, New York

General Electric Company*
New York, New York

One Broadway Place*
New York, New York

12890 Lexington Avenue*
New York, New York

70 Franklin Street*
Boston, Massachusetts

Manufacturers Hanover Trust Corporation*
New York, New York

San Benigno Torre 5*
Genoa, Italy

**Completed with another firm.*

MARTIN J. WELLS, P.E.
PRESIDENT

PROFILE: Mr. Wells has 28 years of experience in traffic, transportation, transit, parking, and pedestrian planning and engineering. He has worked for private real estate developers; federal, state, and local governments; and institutions in 30 states and overseas. This experience includes traffic impact studies, transportation analyses of mixed-use developments, travel demand management studies, parking policy and needs studies, transit planning, and highway and parking facility design. Mr. Wells has provided expert testimony before numerous planning boards, elected officials, administrative hearing officers, and citizens groups.

EXPERIENCE: **Traffic Impact Studies.** Conducted numerous traffic impact studies for large and small residential, commercial, and mixed-use projects in every major jurisdiction in the Washington metropolitan area and in 15 other states. This includes preparation of reports and expert testimony in support of rezoning, subdivisions, site plan approvals, and comprehensive plan and proffered condition amendments.

Mixed-Use Developments. Conducted multi-modal transportation studies for 12 million square foot mixed-use residential, office, retail, and hotel projects for the Potomac Yard in Alexandria/ Arlington, Virginia; Reston Town Center, Fairfax County, Virginia; Columbia, Maryland; WorldCom and Evergreen Mills in Loudoun County, Virginia; The Gallery at Harborplace in Baltimore, Maryland; Carlyle and Mark Center in Alexandria, Virginia; Xerox Landsdowne in Loudoun County, Virginia; Colgate-Palmolive Company in Jersey City, New Jersey; River Walk in New York City; Eden Isles in Slidell, Louisiana.

Major Event Use Studies. Prepared traffic, parking, and traffic management plans for stadiums and entertainment complexes including The John F. Kennedy Center for the Performing Arts in the District of Columbia; FedEx Field (Washington Redskins), Landover, Maryland; Jordan Hare Stadium, Auburn, Alabama; Arlington County Major League Baseball Stadium; Merriweather Post Pavilion, Columbia, Maryland; Nissan Pavilion, Prince William County, Virginia; Middle River Racing Associates in Anne Arundel County, Maryland; and Oriole Park at Camden Yards, Baltimore, Maryland.

Interchange Justification Studies. Conducted studies for modifying existing interchanges and for new interchanges on Interstate highways in Virginia, Maryland, New Jersey, Texas, and Louisiana.

Travel Demand Management Studies. Developed travel demand management programs, including group riding, transit, flexible work hour, and other actions, for major development projects in Montgomery and Prince George's County, Maryland; and Arlington County, Alexandria, Vienna, and Fairfax County, Virginia.

Travel Demand Forecasting. Forecasted regional and corridor travel demand in Arlington, Fairfax, and Loudoun County, Virginia; Jersey City, New Jersey; Columbia, Gaithersburg, Howard County, and Prince George's County, Maryland; Arlington, Virginia; Birmingham, Alabama; Fort Meyers, Florida; and Buenos Aires, Argentina.

Neighborhood Traffic Management Studies. Identified actions to reduce through traffic and vehicle speeds in East Bethesda, Chevy Chase Section IV, Maryland, Fairfax County, Virginia; and Paulus Hook, Jersey City, New Jersey.

Retail Traffic and Parking Studies. Prepared traffic, parking, transit, and pedestrian studies for Main Street, town center, regional shopping centers, large-scale value retail centers, and power strip centers in Arlington, Fairfax County, Loudoun County, and Richmond, Virginia; Owings Mills, Baltimore City, Columbia, Gaithersburg, Anne Arundel County, and Prince George's County, Maryland; North Barrington, Illinois; Atlanta, Georgia; Plano, San Antonio, and Fort Worth, Texas; Coral Gables, Tampa, and Orlando, Florida; New Haven, Connecticut; Boston, Massachusetts; and Puebla, Mexico.

Parking Studies. Conducted parking policy, needs, feasibility, and shared-use studies for public agencies, parking operators, and real estate developers, including Arlington County, Fairfax County, Alexandria, and Middleburg, Virginia; Nashville/Davidson County and Memphis, Tennessee; Hartford, Connecticut; Coral Gables and Jacksonville, Florida; Syracuse, New York; the Washington Metropolitan Transit Authority; and The Rouse Company.

Transit Station Impact Analyses. Conducted site access, joint development, parking, and pedestrian impact studies at numerous bus and rail transit stations in the Northeast Corridor, metropolitan Washington, San Antonio, Atlanta, Jersey City, and Buenos Aires, Argentina.

Transit Studies. Devised transit circulator systems for various downtowns and major activity centers, and prepared transit development programs throughout Pennsylvania and North Carolina.

Health Care Facilities. Prepared traffic and parking plans for hospitals, universities, professional office buildings, and nursing homes, including the Yale-New Haven Medical Center; Georgetown University Medical Center; Fairfax (Virginia) Hospital; Fair Oaks (Virginia) Hospital; Washington Adventist Hospital; Washington Hospital Center; Loudoun Memorial Hospital; Mission Memorial Hospital, Asheville, North Carolina; Baptist Medical Center, Birmingham, Alabama; and University of Rochester.

Schools. Conducted traffic, parking, bus, and pedestrian analyses of public and private elementary, middle, and high schools, including Cranbrook, Bloomfield Hills, Michigan; St. Patrick's Episcopal Day School, Washington, D.C.; Edmund Burke School, Washington, D.C.; The Sheridan School, Washington, D.C.; The Potomac School, McLean, Virginia; The Langley School, Fairfax County, Virginia; French School, Montgomery County, Maryland; Garrison Forest School, Baltimore County, Maryland; and public schools in Arlington and Fairfax County, Virginia, and Montgomery and Howard County, Maryland.

Environmental Impact Studies. Prepared the transportation components of environmental documents in Washington, D.C.; Prince George's
County, Maryland; New York, New York; Jersey City, New Jersey; Slidell, Louisiana; and Charleston, South Carolina.

EDUCATION: Master of Science, Civil Engineering, Carnegie-Mellon University, Pittsburgh, Pennsylvania, 1975.

Bachelor of Science, Civil Engineering, Wayne State University, Detroit, Michigan, 1973.

REGISTRATIONS: Registered Professional Engineer: Virginia, Maryland, New Jersey, Florida, Illinois, Texas, Pennsylvania, Colorado, Ohio, Missouri, Connecticut, North Carolina, New York, and the District of Columbia.

AFFILIATIONS: Institute of Transportation Engineers
American Planning Association
Congress for the New Urbanism

PUBLICATIONS: "Colgate-Palmolive Site Traffic Impact Assessment Case Study," American Society of Civil Engineers, Site Impact Traffic Assessment Conference, June 1992.

"Neo-Traditional Neighbor Developments: Can You Go Home Again?," National Trust for Historic Preservation, National Meeting on Main Street, April 1992.

"Parking and Easy Access - The First Steps Toward Recovery," Health Facilities Management Magazine, December 1991.

"Review of Methods for Assigning Work to Part-Time Operators," Annual Meeting of the Transportation Research Board, Washington, D.C., 1985.

"Integrating Public Transportation into the San Antonio, Texas Street System," International Public Works Congress and Equipment Show, Atlanta, Georgia, 1981.

"Neighborhood Automobile Restraint: The Chevy Chase Section Four, Maryland Experience," Annual Meeting of the Transportation Research Board, 1981.

"Planning for Shared-Ride Taxi Service," 58th Annual Meeting of the Institute of Transportation Engineers, 1978.

EMPLOYMENT HISTORY

1991 - Present

Wells & Associates, LLC
McLean, Virginia
President

Responsible for business development, administration, management of professional, technical, and clerical staff, technical analyses, quality control, documentation, and expert testimony.

1981 - 1991

Gorove/Slade Associates, Inc.
Washington, D.C.
Principal Associate

Responsible for the transportation planning practice. Responsibilities included business development, project administration, management of professional, technical, and clerical staff, technical analyses, quality control, documentation, and expert testimony.

1980 - 1981

San Antonio Metropolitan Transit Authority (VIA)
San Antonio, Texas
Director of Planning

Responsible for long-range, short-range, and day-to-day operations planning for a 550-bus transit system serving a metropolitan area of over 1,000,000 people.

1975 - 1980

Barton-Aschman Associates, Inc.
Washington, D.C.
Associate/Senior Associate

Responsible for transportation planning, transit planning, and traffic engineering analyses.

Exhibit 3

OUTLINE OF TESTIMONY OF JOHN WOOD BOLTON
AND ROBERT MONTAGNE
ST. LUKE'S CONDOMINIUMS, LLC

I. INTRODUCTION AND BACKGROUND

A. Development experience

B. Developer selection process

II. PROJECT GOALS AND OBJECTIVES

A. Urban infill

B. "For Sale" condos

C. Consistent with character of area

D. Project overview

III. COMMUNITY INPUT AND SUPPORT

A. Numerous meetings with members of the community and presentations to various community organizations, including: the Massachusetts Avenue Heights Community Association ("MAHCA"), ANC 3B, ANC 3C, and the Glover Park Citizens Association ("GPCA")

B. Written Agreements with GPCA and MAHCA.

C. Expressions of community support.

IV. PROJECT AMENITIES AND PUBLIC BENEFITS

A. New, for-sale, housing units

B. Superior urban design and provision of open space

C. Superior architectural quality

D. Contribution to the Affordable Housing Trust Fund

E. Enhanced landscaping

F. "Green Roof"

G. Improvements of special value to the neighborhood

1. Contribution to MAHCA
2. Contribution to ANC 3B

H. Construction Management Agreement

I. First Source Employment Agreement

J. LSDBE Agreement

K. Continued social services in the neighborhood provided by St. Luke's Methodist Church.

V. CONCLUSION

A. Financing

B. Timing

OUTLINE OF TESTIMONY
OF REPRESENTATIVE OF
ST. LUKE'S UNITED METHODIST CHURCH

I. INTRODUCTION AND BACKGROUND

A. St. Luke's history on the property and commitment to the neighborhood

B. Decision of St. Luke's to look at potential development of its property

C. Rationale as to why this developer was chosen

II. SOCIAL SERVICES PROVIDED BY ST. LUKE'S

A. St. Luke's Shelter

B. St. Luke's Shelter Next Step Kitchen

C. Grate Patrol

III. COMMITMENT TO NEIGHBORHOOD AND DISTRICT OF COLUMBIA

OUTLINE OF TESTIMONY
MARTY WELLS
TRAFFIC ENGINEER, WELLS & ASSOCIATES

I. INTRODUCTION

- A. Qualifications
- B. Role in Project

II. EXISTING TRANSPORTATION NETWORK

- A. Existing Conditions
- B. Capacity of Network
- C. Methodology and Analysis
  1. Traffic and trip generation analysis
  2. Parking analysis

III. TRANSPORTATION IMPACT

- A. Traffic Impact
  1. Actual volumes projected.
  2. Vehicle queuing.
- B. Parking Impact
- C. Traffic Lay-By Lane on Calvert Street

IV. CONCLUSION

- A. Consistent with DDOT Goals
- B. Consistent with Transportation Element of Comprehensive Plan

OUTLINE OF TESTIMONY
WILLIAM HELLMUTH
PROJECT ARCHITECT, HELLMUTH, OBATA & KASSABAUM

I. INTRODUCTION

- A. Professional experience
- B. Role in Project

II. DESCRIPTION OF SITE AND SURROUNDING AREA

- A. Contextual Location
- B. Physical Condition of Site

III. DESCRIPTION OF PROJECT

- A. Design
  1. Challenges
  2. Context
  3. Solutions
- B. Description of Plan
  1. Site Plan
  2. Elevations
  3. Courtyard
  4. Roof
  5. Zoning Data

IV. CONFORMANCE WITH ZONING REGULATIONS

- A. Roof structures

V. CONCLUSION

- A. Consistent with the Zoning Regulations
- B. Consistent with Comprehensive Plan

Exhibit 4

DRAFT

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: Z.C. Case No. 02-50

Contract Amount: _____

Project Name: St. Luke's Condominiums

Project Address: Wisc. Ave. & Calvert St., N.W. Ward: 2

This Employment Agreement, in accordance with D.C. Law 5-93 and Mayor's Order 83-265 for recruitment, referral, and placement of D.C. residents, is between the District of Columbia, **Department of Employment Services**, hereinafter referred to as **DOES**, and **St. Luke's Condominium LLC**, hereinafter referred to as **EMPLOYER**. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral and placement of new hires or employees for the new jobs created by this project and will hire 51% D.C. residents for all new jobs created, as well as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. General Terms

A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.

B. The EMPLOYER shall require all contractors and subcontractors with contracts totaling $100,000 or more to enter into a First Source Employment Agreement with DOES.

C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.

D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and extension or modifications to the contract.

F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan or contract/subcontract.

G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Metropolitan Area created as a result of internal promotions, terminations and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids and contracts.

H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, are included.

I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling $500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for 1 year or more.

II. Recruitment

A. The EMPLOYER will complete the attached Employment Plan which will indicate the number of new jobs projected, salary range, hiring dates and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

B. Notification of specific needs, as set forth in Section II.A., must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, but need not be limited to, the number of employees needed by job title, qualification,

hiring date, rate of pay, hours of work, duration of employment and work to be performed.

C. Job openings to be filled by internal promotion from the EMPLOYERS'S current workforce need not be referred to DOES for placement and referral.

D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees and laid off workers who will be employed on the project.

III. Referral

A. DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. Placement

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer as agreed. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

C. In the event DOES cannot refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. In this event, the EMPLOYER will still be required to meet the 51% goal.

D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES from any liability for employees' actions.

V. Training

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and covered in a separate Training Agreement.

VI. Controlling Regulations and Laws

A. If this Agreement conflicts with any labor laws or governmental regulations, the laws or regulations shall prevail.

B. DOES will work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.

C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections the EMPLOYER will provide them to DOES.

VII. Agreement Modifications, Renewal, and Monitoring

A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sales, assignment or otherwise, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) days of the transfer. This advice will include the name of the party

taking possession and the name and telephone of that party's representative.

B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.

C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.

D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.

E. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

F. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this 30 day of MAY, 2003

Signed:

DEPARTMENT OF EMPLOYMENT SERVICES

ST. LUKE'S CONDOMINIUM, LLC

3953 University Drive
Fairfax, VA 22030
ADDRESS

(703)273-4140
TELEPHONE

EMPLOYMENT PLAN

Instructions:

- Submit original to the Department of Employment Services (DOES) with First Source Employment Agreement.
- Upon approval of project by the originating agency, DOES will contact Employer.

NAME OF FIRM St. Luke's Condominiums, LLC

ADDRESS 3953 University Drive, Fairfax, VA 22030

TELEPHONE NUMBER 703-273-4140 FEDERAL IDENTIFICATION NO. _____

CONTACT PERSON John Wood Bolton TITLE Member

TYPE OF BUSINESS Real Estate Development

ORIGINATING DISTRICT AGENCY _____

TYPE OF PROJECT Planned Unit Development FUNDING AMOUNT _____

PROJECTED START DATE _____ PROJECT DURATION _____

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	N/A **				
B					
C					
D					
E					

** At the present time, the Employer has not selected the general contractor for this project. The general contractor will be required to satisfy all the requirements of this Agreement.

CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

NAME OF EMPLOYEE	SOCIAL SECURITY
N/A **	

Signature: John Woodall Date: 6/6/03

** At the present time, the Employer has not selected the general contractor for this project. The general contractor will be required to satisfy all the requirements of this Agreement.

Exhibit 5

DRAFT

MEMORANDUM OF UNDERSTANDING

St. Luke's Condominium, LLC ("SLC"), in accordance with D.C. Law 1-95, D.C. Code Section 1-1-1141 et seq. (1987 Ed. as amended), and in consideration of the District of Columbia Government granting SLC's Planned Unit Development **("PUD")** and Zoning Map Amendment application, known as **D.C. Zoning Commission Case No. 02-50, for the property located at the intersection of Wisconsin Avenue and Calvert Streets, N.W. in Square 1935, Lot 815, to construct a residential building of approximately 85,000 square feet of gross floor area that will include a maximum of 44 residential units and 110 parking spaces (the "Project")**, does hereby commit to make a bona fide effort to utilize Local Small and Disadvantaged Business Enterprises (**"LSDBEs"**) certified by the D.C. Local Business Opportunity Commission (**"LBOC"**) in order to achieve, at a minimum, the goal of thirty-five percent (**35%**) LSDBE participation (the "35% Goal") in the contracted development costs in connection with the design, development, construction (including, but not limited to, pre-construction activities), maintenance and security for the project to be created as result of the Project, including janitorial, refuse collection, provision of supplies and other similar post-construction activities relating to the Project, in accordance with the following provisions.

A. **SLC** shall utilize the resources of the Department of Human Rights and Local Business Development ("DHRLBD"), including the Local Business Opportunity Commission's Directory of Certified Local Small and Disadvantaged Business Enterprises, and periodic updates, as the primary referral sources for LSDBEs. The primary contact for such referrals shall be the Director of the Department of Human Rights and Local Business Development (the "Director").

B. The appropriate representatives of **SLC** who negotiate, sign and are responsible for the implementation of the Memorandum of Understanding with the DHRLBD agree to meet with DHRLBD procurement and project officers to explore and develop ways for achieving the 35% Goal.

C. **SLC** agrees to make a continuing bona fide effort to utilize LSDBEs for certain goods and services as may be required by **SLC** to conduct its daily operations and understands that such efforts will accrue toward the 35% Goal.

D. Not later than (**45**) days following award of a contract for construction of the first phase and each subsequent phase of the project, **SLC** agrees to submit a local business plan (**Attachment A**) to DHRLBD for approval, which plan shall be incorporated in and made a part of this Agreement.

E. Not later than thirty (**30**) days following the filing of

an application for a building permit pursuant to the approved **PUD**, **SLC** will submit to DHRLBD a more extensive plan listing all of the projected procurement items, quantities and estimated costs, bid opening and closing dates, and start-up and completion dates. This plan should indicate whether any items will be bid without restriction in the open market, or limited to LSDBEs certified by the Local Business Opportunity Commission.

F. The parties hereto understand and agree that the means of achieving the 35% Goal may vary according to the types of goods and services contracted for and the current availability of Certified LSDBBEs. However, **SLC** agrees to make a bona fide effort to achieve, at a minimum, the 35% Goal over the life of the project.

G. **SLC** further agrees to submit quarterly LSDBE contracting and subcontracting reports to DHRLBD no later than fifteen (**15**) days after the end of each calendar quarter; the quarterly report periods shall begin on January 1, April 1, July 1, and October 1. The quarterly report shall be submitted on a form provided by DHRLBD (**Attachment B**). These reports should include detailed documentation of outreach efforts to LSDBEs in order to determine bona fide efforts.

H. **SLC** agrees to meet quarterly with DHRLBD staff on a mutually agreeable schedule to discuss LSDBEs participation on the project.

I. In the event that there are no LSDBEs in the District of Columbia which manufacture, construct, distribute, install, or otherwise supply the goods and services required to develop, construct, renovate and/or maintain the Project, **SLC** agrees to make bona fide efforts to achieve the 35% Goal through a broad scale approach to contracts with other local business enterprises certified by the District.

J. **SLC** further agrees to include in the terms of its contractual agreements with the general/prime contractor and/or construction manager (in any of such events, the "Contractor"), language which puts the Contractor on notice that the contractor is expected to make a bona fide effort to achieve the 35% Goal in (1) its own contracting with respect to the Project and (2) engaging subcontractors to perform work on the Project.

K. **SLC** will publish, in a timely manner, in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the District of

Columbia local business community, a public notice to inform the business community as a whole of the overall project, including a general description of projected phases and anticipated time tables.

L. For purposes of this agreement, it is agreed that bona fide effort means that **SLC** will obtain the following commitments from its General Contractor ("**GC**"):

1. The **GC** will publish, in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the district of Columbia local business community, a public notice designed to inform the business community as a whole of specific contracting and subcontracting procurement opportunities.

2. The **GC** will publish public notices in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the District of Columbia local business community, soliciting bids for products or services being sought, and will allow a reasonable time for all bidders to respond to invitations/requests for bids.

3. The **GC** will contact DHRLBD to obtain a current listing of all LSDBEs qualified to bid on major procurement as they arise.

4. The GC will negotiate with all bidders pre-qualified by **SLC.** and the GC, including LSDBEs to obtain each pre-qualified bidder's best and final price as understood in the marketplace.

5. The GC will not require that the LSDBEs provide bonding on contracts with a dollar value less than **$100,000,** provided that in lieu of bonding the GC may accept a job specific certificate of insurance.

6. The **GC** will design and include in all contracts and subcontracts a process for dispute settlement. This process shall incorporate an opportunity for the presentation of documentation involving the work performed and invoices regarding requests for payments. Included in the contract shall be a mutually agreed upon mediator and provisions for arbitration in accordance with the rules of the **American Arbitration Association.**

7. The **GC** and subcontractors shall strictly adhere tc their contractual obligations to pay all

subcontractors in accordance with the contractually agreed upon schedule of payments. In the event that there is a delay in payment to the **GC**, the **GC** is to immediately notify the subcontractor and advise the subcontractor as to the date on which payment can be expected.

8. The **GC** commits to pay all subcontractors, including LSDBEs, within fifteen (**15**) days following the GC's receipt of a payment, which includes funds for such subcontractors, from **SLC**. **SLC** agrees to require the project manager to establish a procedure for giving notice to the subcontractors of **SLC** payments to the **GC**.

M. In order to encourage **SLC**. to develop creative, cost competitive ways in which to meet its 35% Goal, DHRLBD will give credit negotiated by the parties for the opening up of opportunities in areas not traditionally provided to LSDBEs and/or expansion of opportunities in existing areas.

N. If at the end of the first calendar quarter following the issuance of a building permit, **SLC** is unable to comply with the proposed local business utilization plan for the Project, representatives of **SLC** and the Director of DHRLBD shall confer with a view toward adjusting goals and strategies to extend the time of performance based on facts and circumstances.

DATE THIS _____ DAY OF _____, 2003

DEPARTMENT OF HUMAN RIGHTS/ LOCAL BUSINESS DEVELOPMENT

ST. LUKE'S CONDOMINIUM, LLC

BY: _____

Director

BY: _____

Document #: 1327692 v.1

Exhibit 6

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into as of this 25 day of January 2003 by and between the undersigned Parties.

WITNESSETH:

WHEREAS, the Parties hereto have cooperated with one another and worked together to create parameters by which to develop the St. Luke's United Methodist Church (the "**Church**") property consisting of approximately 78,000 square feet of land located at the intersection of Calvert Street and Wisconsin Avenue, N.W., Washington, D.C. and known as Lot 815 in Square 1935 (the "**Property**"); and

WHEREAS, the Church and St. Luke's Condominium, LLC ("**SLC**") contemplate the rezoning and development of the Property with a luxury residential condominium with a maximum of 85,000 square feet and containing of no more than 44 residential dwelling units to be constructed by and sold to the public (the "**Project**"); and

WHEREAS, the Massachusetts Avenue Heights Citizens Association ("**MAHCA**") has generally opposed rezoning within the MAHCA neighborhood and its environs unless such re-zoning will result in development that will enhance the residential quality of the neighborhood; and

WHEREAS, MAHCA has resolved to encourage the development of the Property in a manner that will meet the goals of SLC and the Church and enhance the residential quality of the MAHCA neighborhood and its environs, and is willing to support the Project to the extent it meets those requirements; and

WHEREAS, the Parties enter into this DEVELOPMENT AGREEMENT (the "**Development Agreement**") to confirm certain understandings and agreements between them concerning the development of the Property and their respective roles and participation in that process, all as more fully set forth below; and

WHEREAS, the Parties intend that this Development Agreement is to be a binding contract by, and between, them and their respective successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and of other good and valuable consideration, it is agreed as follows:

I. The Parties.

The Parties, as identified herein, agree that they and their respective successors and assigns shall be recognized as parties in interest to this Development Agreement:

a. St. Luke's United Methodist Church and The Washington-Columbia District of the Baltimore-Washington Annual Conference of the United Methodist Church (together, the "**Church Parties**");

b. St. Luke's Condominium, LLC; Walnut Street, LLC; and JW Properties II, LLC; (together, the "**Developer Parties**"); and

c. Massachusetts Avenue Heights Citizens Association ("**MAHCA**").

II. Limitations on the Development of the Property.

The Project shall be subject to certain encumbrances, restrictions and delineations set

forth below:

a. The Property & PUD/Rezoning Application

(1) The Property is Lot 815 in Square 1935 and is approximately 78,000 square feet in area and is more fully described in Exhibit A, attached hereto and made a part hereof.

(2) The Property is presently located in the Naval Observatory (NO)/R-1-B Zone District.

(3) The Developer Parties propose that the Property be rezoned from the NO/R-1-B Zone District to the NO/R-5-B Zone District and have submitted an application for a Zoning Map amendment, consolidated with a Planned Unit Development application (collectively, the PUD Application) to the District of Columbia Zoning Commission (the "**Zoning Commission**") as more further described by District of Columbia Municipal Regulations Title 11 Zoning-July 1995, as amended.

(4) The application by the Developer Parties for the rezoning of the Property to NO/R-5-B shall be for the explicit purposes of residential development and shall be in accordance with this Development Agreement.

(5) In connection with the Project, the Property shall be subdivided into two parcels known as assessment and taxation lots (the "**A&T Lots**"), one for the Project and one for the Church. The Parties recognize that the Developer Parties applied for an A&T subdivision on September 17, 2002. The Project's A&T ("**Project Lot**") Lot shall

consist of approximately 30,000 square feet of land which shall be conveyed to the Developer Parties by the Church Parties upon successful rezoning of the Property through the PUD process to NO/R-5-B as affirmed by written order of the Zoning Commission. Said conveyance shall be in accordance with the terms and conditions as outlined in the contract between the Developer Parties and the Church Parties. The Church Parties shall retain an A&T Lot of approximately 48,000 square feet of land (the "**Church Lot**").

(6) An existing church structure of approximately 14,348 square feet of gross floor area, as defined by the District of Columbia Municipal Regulations Title 11 Zoning-July 1995, (the "**Church Building**") and a surface parking area containing approximately 57 parking spaces are both situated on the Church Lot.

(7) The PUD Application requests an overall floor area ratio ("**FAR**") of approximately 1.27. The existing Church building is approximately 14,348 square feet of gross floor area and the Project, as more fully described below, will be a maximum of 85,000 square feet of gross floor area. Therefore, the FAR is determined as follows: 14,348 + 85,000/78,000 = 1.27.

b. Limitations on the Church Lot.

The Church Lot shall be subject to the following conditions upon issuance of the final order by the District of Columbia Zoning Commission approving the Project (the "**Final Order**") if and only if: (i) all appeal rights have been exhausted; (ii) the Developer Parties have acquired title to the property; and (iii) subject to the exceptions provided for in Section II. b (1-3) below, MAHCA supports the Project.

(1) The Church, from the date of the issuance of the Final Order, shall not apply for any modifications of the Final Order approving the Project regarding development of buildings, for a period of forty (40) years, except for amendments and modifications for the use and/or development of buildings for church-related functions (the "**Permitted Applications**"), that may be applied for only after good faith consultation with MAHCA. Permitted Applications shall be limited to a design, scope and scale of development consistent with the existing design, scope and scale of the Church Building, and in no event shall exceed a height of 40 feet. Permitted Applications shall be expressly limited to the Church Lot and shall be sought only as a modification of the Final Order. MAHCA shall be free to take such position with respect to the Permitted Applications as it may deem to be in the interest of the MAHCA neighborhood and its environs.

(2) The Developer Parties shall, within eight months of the issuance of a certificate of occupancy for the Project, construct the surface parking lot modifications as delineated in Exhibit B, attached hereto and made a part hereof.

(3) After the fortieth (40th) anniversary until the sixty-fifth (65^{th}) anniversary of the date of the issuance of the Final Order, the Church Parties may apply for modifications to the Final Order for development of buildings on the Church Lot only if the buildings are single family dwelling units (the "Additional Permitted Applications") or Permitted Applications. Permitted Applications made after the fortieth (40^{th}) anniversary of the issuance of the Final Order and Additional Permitted Applications shall be expressly for the Church Lot and shall be sought only as a modification of the

Final Order. MAHCA shall be free to take such position with respect to any such Additional Permitted Applications or Permitted Applications as it may deem to be in the interest of the MAHCA neighborhood and its environs.

(4) Upon the sixty-fifth (65th) anniversary of the date of issuance of the Final Order, the foregoing limitations in Sections II. b(1) through II. b(3) shall expire and no longer be operative or of any force or effect and the Church Parties shall be free to make any application as permitted by the then-current zoning laws of the District of Columbia and MAHCA shall be free to take such position with respect to such application as it may deem is in the interest of the MAHCA neighborhood and its environs.

(5) No less than $80,000.00, of any funds over and above the initial purchase price agreed to by the Church Parties and the Developer Parties for the purchase of the Project Lot that the Church Parties may seek from them or others as compensation to consenting to the limitations on the Church Lot imposed herein, the total amount of which shall not exceed $380,000.00, shall be dedicated by the Church Parties to assist the Developer Parties in the creation of a significant and extensive landscaping enhancement and buffering program on the Property that will enhance the appearance of the Project and the Church Lot and will help integrate the Project with the surrounding MAHCA neighborhood.

c. The Project:

The Project defined in the Application filed by the Developer Parties shall incorporate the following design and development parameters:

(1) Design.

(a) The Project shall contain no more than 85,000 square feet of gross floor area as defined by the District of Columbia Municipal Regulations Title 11 Zoning-July 1995 and shall contain no more than 44 dwelling units (the "**Dwelling Units**"). The Developer Parties shall use commercially reasonable efforts to market and to sell the Dwelling Units as condominiums.

(b) The Project's exterior, with the exception of the section of the project facing the corner of Wisconsin Avenue and Calvert Street portrayed in Exhibit D, shall give the appearance of residential townhouses, as an appropriate southwestern gateway to the MAHCA neighborhood. It shall be a combination of pre-cast concrete and brick with punched windows and French doors of the nature more fully depicted in Exhibit D, attached hereto and made a part hereof. Further, in accordance with Exhibit D, the Project shall front along Wisconsin Avenue (the west elevation) and Calvert Street (the southern elevation). The Project's east elevation shall be parallel to the existing Church structure and terminate at its north elevation in the manner depicted in Exhibit D. The Project's internal court yard shall be landscaped in accordance with Exhibit C and such landscaping shall extend to the Church Lot so that the properties appear as integrated as possible.

(c) The individual Dwelling Units shall have their HVAC compressor units located within the garage.

(2) Parking

(a) The Project shall contain two levels of structured below-grade parking with no fewer parking spaces than shall accommodate the requirements of the next paragraph. The structure shall have vehicular ingress and egress from Calvert Street as depicted in the site plan (Exhibit C).

(b) Each Dwelling Unit shall have two parking spaces per unit ("Unit Spaces") and the Unit Spaces shall convey with the Dwelling Units. Unit Spaces shall not be permanently transferable to other parties but may be made available by residents of the Project for the use of other residents of the Project on a month-to-month or shorter-term basis and otherwise shall be available only to the residents of the dwelling units to which such spaces have been assigned and, when not occupied by the assigned residents, for such additional occasional visitor parking as the Project and residents shall agree. The remaining spaces (no fewer than sixteen (16)) shall be available for visitor parking within the below grade parking structure at all times. In addition, the Project shall provide parking spaces for all building staff that drive to the Project.

(3) Church Parking Lot Modifications

(a) The Developer Parties, the Church Parties and MAHCA agree to work together to develop a plan of modifications to the Church Parking Lot that will improve the appearance of the area.

(b) The modifications to the Church Parking lot will include no less than $80,000.00 of hardscape additions and enhanced landscaping.

d. Project Maintenance and Refuse Collection.

(1) The Developer Parties shall maintain the Project and the Property in first-class condition at all times following the construction of the Project.

(2) Refuse from the Project shall be collected and stored within the underground parking structure. Refuse collection shall be facilitated through the use of a "trash chute(s)" within the building. At appropriate intervals, the refuse shall be transported via a tractor or lift to a collection point along Calvert Street for final transportation and disposal by a third party refuse service. Refuse shall not be left at the collection point or other point for longer than six hours.

e. The Zoning/PUD Process:

(1) MAHCA agrees to support the PUD Application by the Developer Parties, to the extent it is consistent with this Development Agreement, in writing and orally before all applicable bodies having review authority of the Project. Further, the Parties

recognize that the Developer Parties filed the PUD Application on December 10, 2002 under its contract with the Church Parties.

(2) The Parties further recognize and agree that (a) other entities, including, but not limited to, the District of Columbia Office of Planning ("**OP**") and the Zoning Commission, may seek to, or require, or make additional changes or modifications to the Project and (b) MAHCA retains the right to oppose any change that materially undermines the goals that MAHCA has sought to achieve through this Development Agreement ("Material Change") and (c) the Developer Parties will (i) not propose any Material Change on their own, (ii) make good faith efforts to notify MAHCA as soon as practicable if any Material Change is suggested by any party hereto or other entity, and (iii) will make a good faith effort to work with the entity proposing the Material Change to address MAHCA's concerns with the Material Change, and (d) if the Final Order requires any Material Change and the Developer Parties acquire the Church Lot, the parties hereto will in good faith negotiate an alternative Development Agreement that will reasonably mitigate any diminution of MAHCA's goals that result from such Material Change.

f. Construction and Building Operation Requirements:

(1) During and after construction, the Developer Parties shall require that all of their personnel and vendors, including construction supply and service vendors, shall comply with all District of Columbia Municipal Regulations applicable to hours of work, noise, dirt, trash, and public heath and safety.

(2) During construction, the Developer Parties shall require that the vehicular movement of all materials and personnel entering and exiting the Project use Wisconsin Avenue and Calvert Street west of 36th Street and such traffic shall not traverse Fulton, Edwards, Davis, Observatory Circle, 35th Place, 36th St, or 36th Place within the MAHCA neighborhood. The Developer Parties shall require adherence to this condition by all of its employees and contractors and retain sufficient employees and other resources to assure compliance with this condition.

(3) The Developer Parties shall arrange for all construction related vehicles working on the Project to be parked on the Property or on other private property located outside the MAHCA neighborhood. The Developer Parties acknowledge that any construction related parking that occurs on the Property shall be subject to a separate agreement with the Church Parties. The Developer Parties shall be responsible for the enforcement of this parking restriction.

(4) The Developer Parties, working with MAHCA and the Department of Consumer and Regulatory Affairs, shall be responsible for maintaining temporary storm water management systems throughout the Project's construction until such time as the permanent facilities are constructed, approved and functioning such that there shall be no adverse water impacts on the MAHCA neighborhood, its environs or the residences therein.

(5) During the preparation of the Property for construction activity and the construction and finishing of the Project, all work shall be performed in accordance with

DCMR Title 12, the District of Columbia Construction Codes 1999 Supplement, and the Developer Parties shall:

(a) assure that the construction site is appropriately screened and fenced to assure minimum visual disruption and safety risk to the MAHCA neighborhood during construction;

(b) permit no activity on the Property that requires the movement of heavy vehicle traffic or other significant traffic to, or from, the Property or which generates sound levels in excess of sixty decibels (60db) or otherwise is likely to significantly disturb the residents of the MAHCA neighborhood and its environs before 7:00 AM or after 6:30 PM on weekdays, before 9:00 AM or after 4:00 PM on Saturdays and on Sundays.

(c) shall make good faith efforts to limit work that is likely to disturb the residents of the MAHCA neighborhood and its environs to weekdays except where limitations on work during the week require work on Saturdays to meet the requirements of construction teams for a 40 hour work week; and

(d) regularly maintain and clean the construction site, the Property, Calvert Street and Wisconsin Avenue to the extent they are affected by the construction.

g. <u>Traffic</u>

(1) The Developer Parties and the Church Parties understand that it is the long-term goal of MAHCA to reduce the volume of through traffic traversing the MAHCA neighborhood, and to limit through traffic, other than emergency traffic, as much as possible to Massachusetts Avenue, Wisconsin Avenue and Garfield Street. The Developer Parties shall work with MAHCA and the Department of Consumer and Regulatory Affairs, District of Columbia Department of Transportation ("**DDOT**") and other governmental agencies to help achieve that goal as well as to minimize the impact to pedestrian and vehicular circulation around the Project during, and after, construction.

(2) Once the Project has been constructed, the Developer Parties shall require that traffic to, and from, the Project enter, and exit, via Wisconsin Avenue and Calvert Street west of 36th Street, NW and such traffic shall not traverse Fulton, Edwards, Davis, Observatory Circle, 35th Place, 36th St, or 36th Place within the MAHCA neighborhood. The Developer Parties shall make this traffic pattern a condition of residence in the Project and impose this restriction on all vendors serving the building or the residences therein and work with MAHCA to assure enforcement of this restriction.

h. Neighborhood Protection and Improvement

(1) The Developer Parties shall work with MAHCA to promote neighborhood improvement projects, including the following: to preserve and enhance the use of the Guy Mason Recreation Center and adjoining public property exclusively as a recreation facility; to prevent further adverse zoning and traffic impacts on the MAHCA neighborhood and its environs, including, but not limited to, any change in zoning along the east side of Wisconsin Avenue between Calvert Street and Massachusetts Avenue

without the consent and support of MAHCA; to reduce thru traffic using the MAHCA neighborhood; and to otherwise enhance the safety and single-family residential character of the MAHCA neighborhood.

(2) In no event shall the Church Parties acquire additional interests in real estate within the MAHCA neighborhood – except for single family house purposes (i.e., home for its pastor, assistant pastor, other church personnel) or the purchase of a religious institution in existence as of the date of this Development Agreement. The Church Parties will seek no zoning changes with respect to any acquisitions of additional interests in property within the MAHCA neighborhood without the consent of MAHCA.

i. MAHCA Support.

MAHCA shall support the Developer Parties and Church Parties in their efforts to have the PUD application approved as long as the approval and development conform to this Development Agreement or as mutually amended by the parties. Further, MAHCA shall encourage the single member district commissioner of ANC 3C (ANC 3C 08) to fully and unconditionally support and defend the Project throughout ANC 3C's review and approval process as well as the process before the Zoning Commission and the National Capital Planning Commission. MAHCA shall encourage the ANC 3C 08 Single Member District Commissioner to oppose any additional financial and non-financial conditions that ANC 3C may try to attach to its approval of the Project or the PUD application.

III. Effective Date.

This Development Agreement reflects the understanding of the Developer Parties and the President of the Massachusetts Avenue Heights Citizens Association as of January 25, 2003 and shall become binding upon the Parties upon the execution of the Development Agreement by the Church Parties, the Developer Parties, and MAHCA.

IV. Enforcement, Amendment and Termination

a. This Development Agreement, or any provision thereof, may only be enforced against the Developer Parties or Church Parties upon a majority vote of the MAHCA in accordance with its corporate charter and/or by-laws.

b. The provisions of this Development Agreement may not be amended or terminated except by a written instrument signed by all parties hereto. In order for MAHCA to sign such an instrument, such amendment or termination must be approved by a majority vote of the Board of Directors of MAHCA in accordance with its corporate charter and/or by-laws.

c. If the PUD Application is not approved or is not initiated by the Developer Parties or the Church Parties, or if the Developer Parties fail to close on the purchase of their defined portion of the Property, this Memorandum of Understanding shall be null and void and of no force or effect.

V. General

a. This Development Agreement contains the entire agreement among the

three Parties regarding the subject matter hereof. There are no promises, conditions, undertakings, warranties or representations, oral or written, express or implied, among them, other than as herein set forth. This Development Agreement may only be modified in writing signed by the parties hereto pursuant to the terms of this Development Agreement.

b. The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

c. The terms and conditions of this Development Agreement shall be determined in accordance with District of Columbia laws and regulations, without reference to conflicts of law provisions.

d. If any term, condition or provision of this Development Agreement shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Development Agreement shall not be affected thereby, and each term, condition and provision of this Development Agreement shall be valid and enforced to the fullest extent permitted by law.

e. Any waiver or acceptance of any breach or violation of any provision of this Development Agreement shall not constitute a waiver or acceptance of any subsequent breach or violation of the same provision or of any one or more other provisions of the Development Agreement.

f. All notices and other communications hereunder shall be in writing and be deemed duly given if personally delivered or mailed by certified mail, return receipt requested, postage prepaid to the address of such party as executed herein. The parties shall be responsible for notifying each other, in writing, of any change in address.

IN WITNESS WHEREOF, the Parties hereto have executed this Development Agreement as of the day and year 25th day of January, 2003.

St. Luke's Condominium, LLC

St. Luke's United Methodist Church and
The Washington-Columbia District of the
Baltimore-Washington Annual Conference
of the United Methodist Church

Massachusetts Avenue Heights Citizens
Association

EXHIBITS

a. Exhibit A – ALTA Survey of Lot 815 in Square 1935

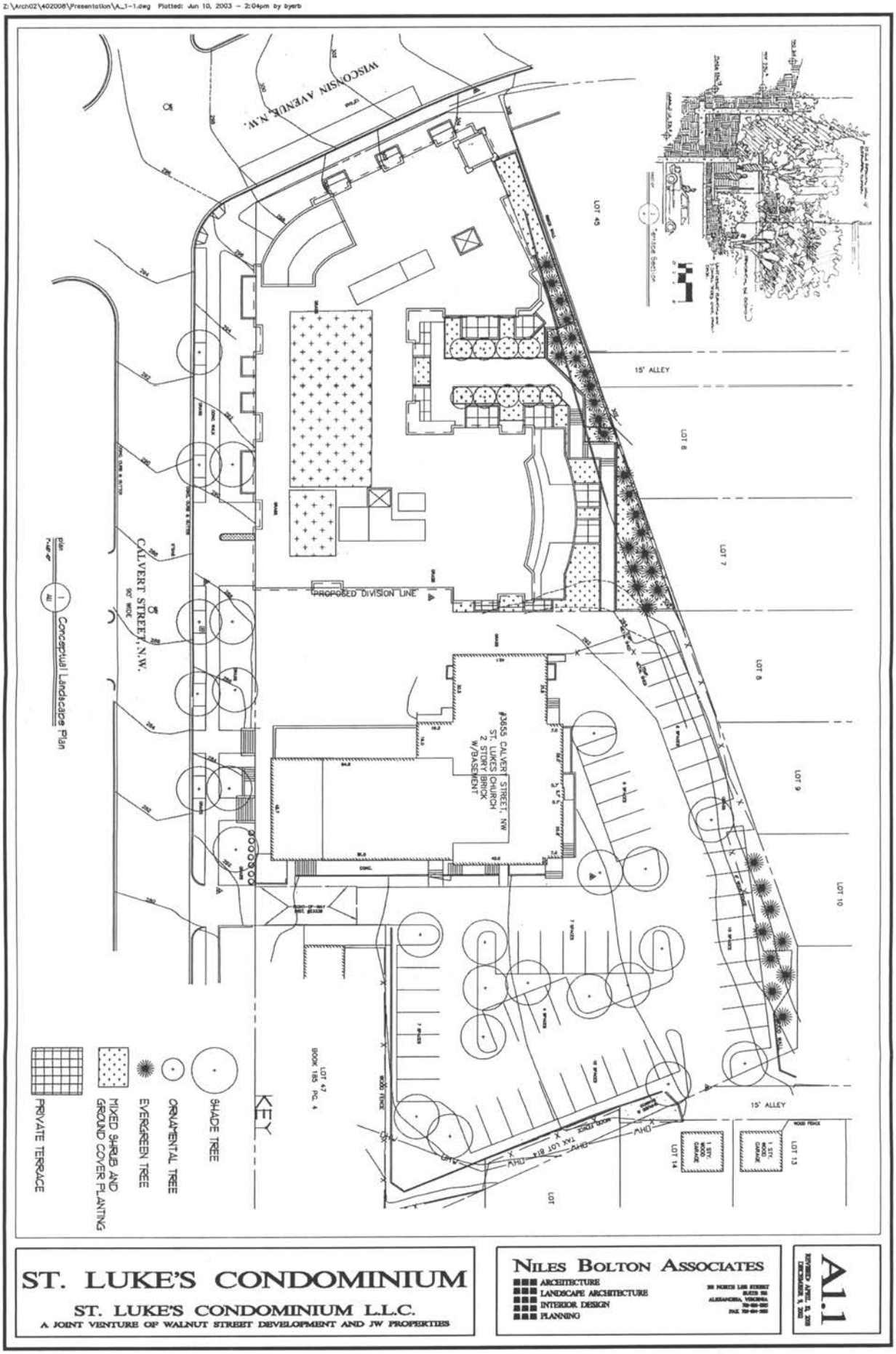
b. Exhibit B – Church Property Site and Conceptual Landscape Plan

c. Exhibit C – The Building Site Plan

d. Exhibit D – The Building's Elevations

Exhibit 7

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ST. LUKE'S CONDOMINIUM

ST. LUKE'S CONDOMINIUM L.L.C.

A JOINT VENTURE OF WALNUT STREET DEVELOPMENT AND JW PROPERTIES

NILES BOLTON ASSOCIATES

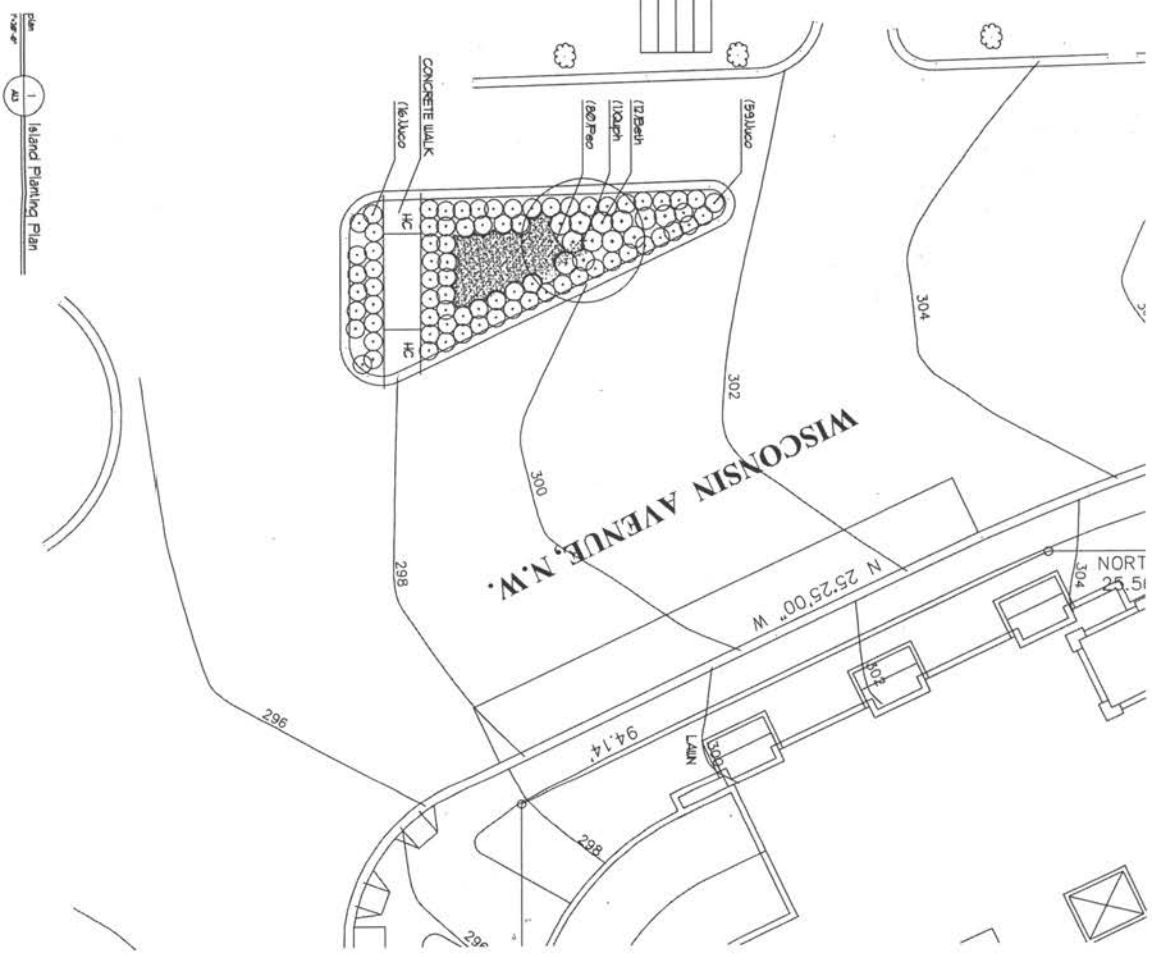
ARCHITECTURE
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
PLANNING

A1.1

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Plant Materials

1	Quph	Quercus phellos	Willow Oak	2 1/2" cal.
3	Juco	Juniperus conferta	Shore Juniper	1 gal. full, 36" O.C.
6	Beth	Berberis thunbergii 'Rose Glow'	Rose Glow Barberry	5 gal.
80	Peo	Pennisetum alopecuroides	Fountain grass	1 gal. 18"O.C.



1 A1.3 Island Planting Plan

ST. LUKE'S CONDOMINIUM

ST. LUKE'S CONDOMINIUM L.L.C.

A JOINT VENTURE OF WALNUT STREET DEVELOPMENT AND JW PROPERTIES

NILES BOLTON ASSOCIATES
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LANDSCAPE ARCHITECTURE
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A1.3

REVISED JUNE 13, 2003
DECEMBER 9, 2002