

AMENDMENT TO AGREEMENT
Regarding Randall Junior High School
65 I Street, S.W.
Washington, D.C. 20024

THIS AMENDMENT to the Agreement regarding Randall Junior High School, 65 I Street, S.W., Washington, D.C. 20024 ("Amendment"), is made this ___ day of March, 2014, by and between TR SW 2 LLC ("TR SW") and Advisory Neighborhood Commission ("ANC") 6D.

Recitals

A. TR SW, successor in interest to TR SW LLC, and ANC 6D entered into an agreement ("Agreement") concerning the legislation in the District of Columbia Council to revise the Declaration of Covenants on the property known as Lot 801 in Square 643-S, premises address 65 I Street, S.W., the site of the former Randall Junior High School ("Property"). The Agreement was executed by the signatories on July 7, 10, and 12, 2010.

B. The Agreement describes the proposed development parameters and uses at the Property, community benefits to be created as a result of the proposed development, and reporting obligations. In 2010, the development parameters for the Property contemplated an art museum, hotel, retail, commercial, and residential uses.

C. TR SW now proposes to develop the Property with an art museum, retail, commercial and residential uses, but no hotel uses, as more particularly described in the modification of an approved planned unit development in Zoning Commission Case No. 07-13D ("Modified PUD").

D. TR SW and ANC 6D desire to amend the Agreement to reflect the new development parameters to exclude hotel uses, and to enhance the community benefits to be implemented as a result of the PUD.

NOW THEREFORE, TR SW and ANC 6D amend the Agreement, as follows:

1. Delete "hotel," in Sections I.A.
2. Delete "hotel" in paragraphs 1 and 2 of Section II.D., and in paragraph 2 of Section III.B., and substitute "museum" in its place.
3. In Section II.A.3., delete "ANC 6D" and substitute "the Community Benefits Coordinating Council" in its place.
4. Add the following new provisions to the end of Section II.B.:
 - "5. Construction Management Plan. TR SW shall establish a construction management plan during the construction of the Modified PUD in substantially the same form as attached hereto as Attachment A.

"6. Residential Parking Permit Restrictions. Prior to the issuance of a certificate of occupancy for the residential portion of the Modified PUD, TR SW shall provide evidence to the ANC that restrictions will be included in the residential leases or condominium documents prohibiting residential lessees or owners from obtaining a residential parking permit ("RPP") from the Department of Motor Vehicles. TR SW shall also provide evidence to the ANC that TR SW has requested that the building be removed or excluded from the RPP program."

5. Section II.D. of the Agreement, entitled "Art in the Neighborhood", is amended to add the following new provisions at the end:

"9. Southwest Historic District Study. Prior to the issuance of a certificate of occupancy for the Modified PUD, TR SW shall contribute \$20,000.00 to the Southwest Neighborhood Assembly to support the study and development of a Southwest Washington historic district. TR SW shall pay the full amount within ten days after the D.C. Zoning Commission issues a final, unappealable approval order in Z.C. Case No. 07-13D.

"10. Randall Recreation Center Arts Programming. Beginning within ten days after the D.C. Zoning Commission issues a final, unappealable PUD approval order in Z.C. Case No. 07-13D, and ending prior to the issuance of a certificate of occupancy for the Modified PUD, TR SW shall contribute \$1,000.00 a month to the Community Benefits Coordinating Council ("CBCC"), for a period of five years, to help fund arts training and education at the Randall Recreation Center. CBCC will create a plan for arts programming in consultation with Washington Project for the Arts and others, including TR SW. TR SW may accelerate the payment in order to obtain a certificate of occupancy for the Modified PUD."

6. TR SW shall provide the following community, arts and education-related benefits listed in the Agreement for a period of ten years:

- Section II.B.4. Meeting space
- Section II.D.1. Art exhibits
- Section II.D.2. Art projects
- Section II.D.3. Art festival
- Section II.D.5. ANC 6D volunteers
- Section II.D.8. Randall Neighbor Day at the Corcoran
- Section II.E.2.a. Educator Memberships in the Corcoran Gallery of Art
- Section II.E.2.b Camp Creativity

7. This Amendment may be executed in counterparts.

[Signature pages follow]

TR SW 2 LLC

By: Marilyn Melkonian
Marilyn Melkonian, President
Cardozo LLC

Date: March 6, 2014

Mera Rubell
Mera Rubell, Manager
CACB Holdings LLC
03/06/2014

Date: _____

AND

ADVISORY NEIGHBORHOOD COMMISSION 6D

By: Roger Moffatt
Roger Moffatt, ANC 6D, Chair

Date: 03/07/14

By: Andy Litsky
Andy Litsky, ANC 6D04

Date: 3/07/14