



# ADVISORY NEIGHBORHOOD COMMISSION 8A

Government of the District of Columbia  
Fairlawn/ Historic Anacostia/ Hillside/ Sheridan

December 3, 2014

Barbara J. Clark  
Chairperson

Greta J. Fuller  
Vice Chairperson

Charles E. Wilson  
Treasurer

L. Yvonne Moore  
Secretary

Sharon S. Schellin  
Secretary to the Zoning Commission  
Office of Zoning  
441 4th Street, N.W., Ste. 200-S  
Washington, D.C. 20001

**Ref:** Z.C. Case No. 08-07A (2255 MLK Jr, Ave SE), Request to Postpone Zoning Hearing

## **Commissioners**

Holly Muhammad  
SMD 8A01

Barbara J. Clark  
SMD 8A02

L. Yvonne Moore  
SMD 8A03

Moses Smith  
SMD 8A04

Charles E. Wilson  
SMD 8A05

Greta J. Fuller  
SMD 8A06

Natalie Williams  
SMD 8A07

Dear Zoning Commission:

We appreciate Four Point, LLC's commitment to the neighborhood and the design that they have presented to the community but it is apparent we need to do more, we need to have more discussions about the overall PUD with the community. ANC 8A knows that Four Points, LLC has presented this information before the community but there needs to be a continuous dialogue with the residents as this project moves forward.

The community should understand what is being proposed at all stages of this project because of the major changes and alterations that will take place. Major concerns of the community include but are not limited to materials and design of buildings, especially the building that will be located at 2255 Martin Luther King Jr. Avenue S.E. since it is the first building to be built. The building that is being proposed is very important to the community and will remain on the main corridor for years and will set precedence for the architectural character of buildings that will follow.

The community feels the process is rushed and many community questions are still unanswered as you will hear today. The residents that are less than 200ft from the proposed new development are very concerned about their quality of life, the integrity of their homes and benefits that they will be received from the large project. We realize that the development will change the look and feel of the community and are not quite sure what that will mean to them as renters and home owners.

2100-D Martin Luther King, Jr. Ave., SE Washington, DC 20020  
Phone: (202) 889-6600 Fax: (202) 889-6602

**ZONING COMMISSION**  
District of Columbia  
CASE NO. 08-07A  
EXHIBIT NO. 78

While Four Points LLC has said they have completed the 1<sup>st</sup> Stage of the PUD and everything is done, the community does not share the same view, as a matter of fact this project seems to be fluid and changes seem to be ongoing

ANC 8A06 did not have a voice at the last meeting of the Zoning Commission when Stage 1 was presented because there was no Commissioner in office at the time of the Zoning Hearing. Because, no Commissioner represented ANC 8A06 little to no communication took place with the immediate residents on how this project would affect them.

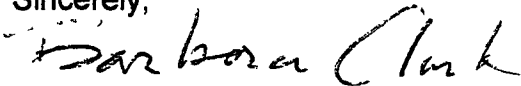
Since we had no representation for ANC 8A06, when Four Points, LLC testified in front of the Zoning Commission last year we would like to address our concerns for building 2255 Martin Luther King (MLK), Jr Avenue S E today. We ask the Commission to take in consideration that there was no Commissioner for SMD 8A06 at the time of the last hearing and understand today we are here and very much involved in the growth of our community

As the project progresses and buildings are built, the community will experience a change in their views and streetscape, of which we think can be a good thing, is a good thing. However, tall buildings will block the views of the city and the Anacostia River from the residents. The changes proposed will bring more traffic on our streets, change our quality of life, create noise, remove parking and the construction could possibly compromise the integrity of our homes

It should be noted that Four Points, LLC has spoke of a community benefits but they are not community benefits per say, but are instead the result of being a developer, they are the result of doing business and owning property

We are submitting today in front of the Zoning Commission a Community Benefits Agreement for the project identified as 2255 MLK Ave S E. At an earlier meeting Charles Lindsay, the late Marion Barry's spokesman asked that the developer come back to the community with a Community Benefit agreement to address the entire PUD but that didn't happen. Therefore, the community will address a Community Benefits Agreement as each stage of the project is built

Sincerely,

A handwritten signature in black ink that reads "Barbara Clark". The signature is written in a cursive, flowing style.

Barbara J Clark  
Chairperson ANC 8A

## **COMMUNITY BENEFITS AGREEMENT**

**BY AND BETWEEN FOUR POINTS DEVELOPMENT, LLC,**

### **ANC 8A AND LOCAL ORGANIZATIONS**

This Community Benefits Agreement ("Agreement") is made as of January \_\_\_\_ 2015, by and between Four Points Development, a District of Columbia limited liability company and Curtis Properties Inc , a District of Columbia corporation (together, the "Developer"), ANC 8A (the "ANC") and the organizations listed on the signature page below (collectively, the "Parties") for the purpose of detailing the community benefits related to the development of 2255 Martin Luther King Jr., Ave , SE, Washington DC 20020 (Lot 839 and a portion of Lot 906 in Square 5785) (the "Property")

### **ARTICLE I**

**WHEREAS**, Curtis Investment Group currently owns the Property in fee simple, and intends to sell the property to the Developer

**WHEREAS**, on September 9, 2013, the Zoning Commission of the District of Columbia ("Zoning Commission") approved an application submitted by the Developer for preliminary and consolidated approval of a planned unit development ("PUD") and related zoning map amendment for the property known as Square 5772, Lots 827, 829, 831, 880, 984, 1017, and 1019; Square 5783, Lots 829 and 1018; Square 5784, Lots 898, 899 and 900; and Square 5785, Lots 839 and 906 ("Curtis Development Site"). The first stage application was approved pursuant to Z.C. Order No. 08-07, which became final and effective on October 25, 2013 ("First Stage Approval"). The Parties acknowledge that no community input was received during the First Stage Approval, nor was a community benefits agreement outlined for the entire property with the community

**WHEREAS**, on June 27, 2014, the Developer submitted an application for review and approval of a second stage PUD and modifications to the approved PUD for the Property ("Second Stage Application").

**WHEREAS**, the Developer has proposed to develop the Property with a first-class 65-foot residential building ("Building I") with approximately 68,263 square feet of gross floor area at a density of 2.85 floor area ratio ("FAR"). The building would accommodate no more than 71 residential units, provide a mixture of 20% market rate units located in the upper levels; 80% of the units devoted to households earning up to 60% of the area median income ("AMI"); at least 10,000 square feet along the first floor and an additional 10,000 square feet on the second floor of the Martin Luther King Ave., side of the building (constituting approximately ten (10) units will be reserved for live-work area for artists and other cultural residents/businesses ("Artist Lofts").

**WHEREAS**, the PUD Process seeks to ensure that the approvals relating to the Property provides appropriate and adequate project amenities and public benefits for area residents and the community

**WHEREAS**, the Parties have met and agreed to enter into this Agreement to outline the community benefits agreement relating to the Property.

**WHEREAS**, the Parties acknowledge that this Agreement only relates to the Property, and intend to enter into separate agreements relating to the community benefits for the remaining properties to be developed on the Curtis Development Site (including the community desire for a request for a plaza along W Street, SE to preserve key views into the Anacostia River).

**WHEREAS**, with the following conditions in mind, the Parties agree to support the Second Stage Application and intend for this MOU to be enforceable through the conditions in any Zoning Commission order granted for the Property. The Parties also agree that separate agreements must be made for the remaining Curtis Development Site before they are developed, which agreements must separately be approved by the Zoning Commission.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows

**1. Design Review.**

**a. Community Consultation.**

- i. The Developer agrees to meet with the ANC and local organizations to agree on the following**
  - 1. Develop a project of exemplary architecture that is unique to Historic Anacostia (for example, featuring large New Orleans style windows and other unique features)**
  - 2. The quality of the materials for the façade of the building, ensuring that class-A residential building materials are used for the construction of the building, as outlined in Attachment A.**
  - 3. The layout and design of the first and second floor Artist Lofts, to ensure that they contribute to the streetscape, contribute and accentuate the beginning entry into the Historic Anacostia commercial corridor, enhance the pedestrian experience and promote arts and culture uses along the streetscape.**

retained during the construction phases of the development can cover payroll and other fixed costs on a weekly basis

- c. On-going Operations and Maintenance. The Developer agrees that at least twenty five (25%) of the services provided for operations and maintenance of the building will be based in or be led by (officers, key staff, etc ) residents of Wards 7 and 8. This includes janitorial, HVAC, pest control, landscaping, trash removal, facilities, property management, marketing and other related services

#### **4. Construction Noise and Nuisance Issues.**

- a. Construction Noise , Traffic, Loitering and Nuisances. The Developer shall consult with the ANC to assure that all reasonable steps are taken to minimize noise, traffic congestion, loitering and public nuisances during construction and operations of the building.
- b. Public Complaint Process Developer The Developer shall establish a process to promptly address public complaints and shall maintain written records of complaints, investigations, and responsive actions taken, all of which shall be made available to the ANC upon request.

#### **5. Arts and Creative District Contributions.**

- a. Historic Anacostia Arts District. The Developer acknowledges the resident's desire to develop an arts and culture economy district in the downtown Anacostia commercial corridor. As such, the Developer agrees to develop the Artist Lofts along the first and second floors of the Martin Luther King Ave. side side of the building for live-work area for artists and other cultural residents/businesses.
- b. Contribution to Arts Related Uses. The Developer further agrees to contribute on an annual basis at least Five Thousand Dollars (\$5,000) for every 10,000 square feet of developable space on the Property towards arts related uses in the Anacostia Commercial corridor. Such contributions may be made, but are not limited, to arts festivals, public art, temporary pop-ups at vacant properties in Historic Anacostia, historic preservation projects or other cultural/artistic uses within the Historic Anacostia and associated commercial areas

#### **6. Commercial Corridor Participation.**

- a. Anacostia BID. The Developer shall ensure that both the Property and the properties within the Curtis Development Site become dues paying members of the Anacostia BID (or similar downtown improvement organization) and shall ensure that the property manager or other representative for the Developer attends the BID meetings.

#### **7. Community Access to the Property.**

- a. Civic Association Access. The Developer shall permit the Chicago Shannon Civic Association ("Civic Association") and the Historic Anacostia Block Association ("HABA") access to the roof terrace on the Property no less than two times per year for Civic Association and HABA events, with scheduling to be mutually agreed to be the to-be-established Tenant's Association. The Civic Association and HABA shall reserve and use the terrace subject to the same rules and requirements imposed on building residents
- b. ANC Access. The Developer shall permit the ANC to access the roof terrace on the Property no less than two times per year for ANC events, with scheduling to be mutually agreed to by the Tenant's Tenant's Association. The ANC shall reserve and use the terrace subject to the same rules and requirements imposed on building residents.

[SIGNATURES ON FOLLOWING PAGE]

In witness hereof, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

**DEVELOPER**

Four Points Development, a District of  
Columbia limited liability company

\_\_\_\_\_

Name Title Date

Curtis Properties Inc., a District of Columbia  
corporation

\_\_\_\_\_

Name Title  
Date

[Additional Signature Page Follows]

**ANC 8A**

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Name	Title	Date
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**LOCAL ORGANIZATIONS**

Concerned Citizens of Anacostia (CCA)

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Name	Title	Date
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Historic Anacostia Preservation Society (HAPS)

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Name	Title	Date
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Chicago Shannon Civic Association (CSCA)

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Name	Title	Date
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Historic Anacostia Block Association (HABA)

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Name	Title	Date
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**Attachment A**