

## **COMMUNITY BENEFITS AGREEMENT**

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

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

This Community Benefits Agreement ("Agreement") is made as of March ~~30th~~ 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**, 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").

**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").

**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.

**WHEREAS**, with the following conditions in mind, the Parties agree to support the Second Stage Application.

**WHEREAS**, the Parties intend for this MOU to be enforceable through the conditions in any Zoning Commission order granted for the Property.

**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. The Parties acknowledge that the Developer has met a number of times with representatives of the ANC and local organizations to ensure that the design has addressed the communities concerns. The Parties agree that the Architectural Plans and Elevations attached hereto as Exhibit A reflect a number of improvements and changes that were requested by the community groups at various meetings. The Developer agrees to meet with ANC 8A and local organizations if there are any major design changes to the plans attached hereto as Exhibit A. By signing this Agreement, the Parties acknowledge their support of the plans attached hereto as Exhibit A.

**2. Employment Opportunities.**

- a. Internships.
  - i. The Developer agrees to hire at least two (2) interns from Ward 8 for at least an eight (8) week internship during the Summer, Fall or Spring semesters during the duration of the development of the Curtis Development Site.
- b. First Source Employment Agreement. The Developer commits to the following employment provisions:
  - i. District of Columbia residents registered in programs approved by DC apprenticeship council shall work 35% (or 60% where applicable) of all apprenticeship hours worked in connection with the project.
  - ii. The employer (note that the Developer, Contractor and Sub Contractor's will have individual First Source Agreements with DOES, each as the Employer) will post all job vacancies with

Department of Employment Services (DOES), and notify DOES of all new jobs created within 7 days of creation.

- iii. The employer will submit to DOES a list of all current employees and employee information for monitoring and enforcement.
  - iv. The employer will use good faith efforts to select new hires from DOES referred qualified applicants. The employer is requested to provide documentation to DOES of this good faith effort.
  - v. The employer shall hire DC residents for at least 51% of new jobs created by the project.
- c. Section 3 Hiring. The Developer has committed to employ or train low-income District of Columbia residents in conjunction with development of the Project. As such, one (30% or more) of its new hires during development of the Project will be Section 3 residents. Moreover, the Developer agrees to contract \$1,100,000 (10% of housing and building trades work) and \$173,000 (3% of all other contracts) of work to be let to Section 3 businesses.
- d. Davis-Bacon. The Project will adhere to Davis-Bacon Federal Wage Requirements Law requiring that all laborers working on the project be paid the “prevailing wage” for the trade area as defined by the US Department of Labor
- e. Marketing of Employment Opportunities. The Developer agrees to notify the ANC when new positions become available for the purpose of marketing new employment opportunities.

### **3. Small and Local Business Participation.**

- a. SBE Participation. The Developer agrees that 35% of applicable development costs will be subcontracted to Small Business Enterprises, though if there are insufficient qualified SBE's this can be satisfied with CBE's. Small Business Enterprises (SBEs) are a sub-classification of CBEs, and are detailed in the attached. SBEs are generally defined as local businesses which have annualized gross receipts of a maximum level, depending on the industry.

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

- a. Construction Management Plan. The Developer shall abide by the terms of the Construction Management Plan attached hereto as Exhibit B.

- b. Website. The Developer shall maintain a website with regular updates of scheduled activities throughout the construction phase of development on the Property, and shall provide the same information in a newsletter and/or handout distributed to residents living on the north side of Chicago Street, S.E , between Martin Luther King Jr. Avenue and Shannon Place.
- c. Public Complaint Process. 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 floor of the Martin Luther King Ave. 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 support arts related uses in the Anacostia Commercial corridor such as, but not limited, to arts festivals, public art, and 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 continue to support the Anacostia BID (or similar downtown improvement organization) and shall ensure that the commercial portions of the overall development comply with all applicable Anacostia BID regulations. The Developer 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 civic associations that are signatories to this Agreement access to the roof terrace on the Property no less than two times per year for events held by the signatory civic association, with scheduling to be mutually agreed

to be the to-be-established Tenant's Association, the Property Manager, and the signatory organization. It is understood that each signatory civic association identified will have access to the roof terrace no less than two times per year. The civic associations that are signatories to this Agreement shall reserve and use the terrace subject to the same rules and requirements imposed on building residents.

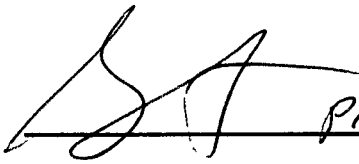
- b. ANC Access. The Developer shall permit the ANC to access the roof terrace on the Property no less than two times per year for ANC events, with scheduling to be mutually agreed to by the Tenant's Association, the Property Manager, and the ANC . The ANC shall reserve and use the terrace subject to 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

	Principal	3/30/15
Name	Title	Date
Stan Voulrie		

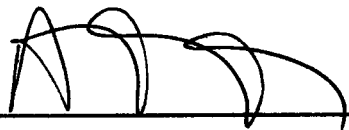
[Additional Signature Page Follows]

**ANC 8A**

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Name	Title	Date
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**Concerned Citizens of Anacostia (CCA)**

	ESG	3/30/2015
Name	Title	Date

**Historic Anacostia Preservation Society (HAPS)**

Shereema Houston Chair 3/30/2015

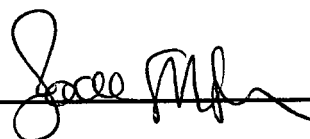
Name	Title	Date

**Chicago Shannon Civic Association (CSCA)**

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Name	Title	Date

**Historic Anacostia Block Association (HABA)**

	vice pres	3/30/15
Name	Title	Date

**Attachment A**