

Concerned Citizens of North Michigan Park
Belinda Bell

December 11, 2015

District of Columbia Zoning Commission
441 4th Street, NW, Suite 210S
Washington, DC 20001

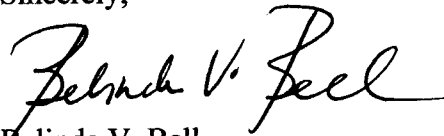
Re: Zoning Commission Case No. 15-04
Comstock Sixth Street, LLC - Totten Mews PUD

Dear Zoning Commissioners:

The Concerned Citizens of North Michigan Park requested and was granted an extension to have further discussions with the Applicant regarding the Totten Mews PUD. During the extension period, we met on several occasions and was able to reach a resolution to resolve the Concerned Citizens of North Michigan Park's primary concerns.

Attached is a joint submission between the CCNMP and the Applicant that we ask the Zoning Commission to find favorable.

Sincerely,

A handwritten signature in black ink that reads "Belinda V. Bell". The signature is fluid and cursive, with the first name "Belinda" and last name "Bell" being the most prominent parts.

Belinda V. Bell
Concerned Citizens of North Michigan Park

December 10 2015

VIA ELECTRONIC DELIVERY

Zoning Commission for the District of Columbia
441 4th Street, N.W., Suite 210S
Washington, DC 20001

Re: Application No. 15-04 Comstock Sixth Street, LLC
Joint Update and Request from Applicant and
Concerned Citizens of North Michigan Park

Dear Members of the Zoning Commission:

At its November 9 public meeting, the Zoning Commission granted the request of the Concerned Citizens of North Michigan Park (CCNMP) for a time extension to respond to the Applicant's October 5 post-hearing submission. The Commission requested that CCNMP provide its response by December 11 and gave the Applicant until noon on December 14 to provide any response to the CCNMP filing before taking final action on the application at the Commission's December 14 public meeting.

In light of a series of productive conversations among CCNMP, the Applicant and other interested members of the immediate community over the course of the past several days, we are pleased to advise that the parties have arrived at a proposed additional community benefit that we jointly request that the Commission consider as part of the PUD. In place of the traffic calming study that the Applicant had proposed as part of its October 29 submission (Exhibit 60), which would cost approximately \$11,000, CCNMP has initiated a request for DDOT to undertake a traffic calming study in the neighborhood. In turn, the Applicant has agreed to provide funding for much-needed repairs to the homes of senior citizens residing in the North Michigan Park neighborhood. The Applicant has committed to provide \$40,000 in funding through an escrow agreement for these repairs, with the repair projects to be selected and funds to be administered by CCNMP. Of the \$40,000, at least \$10,000 will be utilized for repairs to seniors homes along the 4700/4800 block of 6th Street, NE. This is the block of 6th Street that is located immediately adjacent and to the south of the project site. A copy of the agreement reached between the Applicant and CCNMP detailing this additional benefit, including the form of escrow agreement, is enclosed as Attachment A.

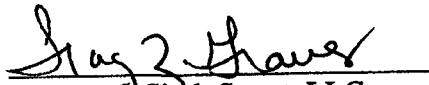
Please note that the supplemental benefit offered by the Applicant in its October 29 submission regarding a baseline vibration study relating to rail traffic, at a cost of approximately \$4,000, remains a benefit the Applicant and CCNMP request the Zoning Commission to consider. Furthermore, as a result of productive discussions between the parties, we request that the Commission allow the Applicant's Construction Management Plan, which was submitted to the record on September 4 as Exhibit 48C, to be supplemented with the terms included at Attachment B. These additional terms include dust screening, periodic car washes, and

landscape planting immediately south of the project site along 6th Street, NE, where a number of members of CCNMP reside, as well as an additional pre-construction vibration monitoring survey to be undertaken.

We jointly request the Zoning Commission to allow the record in this case to be reopened to include these supplemental materials, and CCNMP withdraws its opposition to the PUD application and supports the application with the inclusion of these additional materials. We further jointly request that the Zoning Commission expressly approve the escrow arrangement proposed for the senior housing repair funds in any final approval order, as required under section 2409.2 of the Zoning Regulations.

Thank you for your consideration of these materials and the parties' joint requests.

Sincerely,



Comstock Sixth Street, LLC

By: Comstock Holding Companies, Inc. , M A N A G E R

By: Tracy Z. Graves, Sr.V.P Land Acquisition & Development



Concerned Citizens of North Michigan Park

By: Belinda Bell, Authorized Signatory

District of Columbia Zoning Commission
Application No. 15-04 Comstock Sixth Street, LLC

The Applicant, Concerned Citizens of North Michigan Park (CCNMP), other interested members of the community immediately surrounding the project site, and representatives of the Emerson Park Homeowners Association met numerous times in November and December 2015. CCNMP is initiating a request that DDOT perform a traffic calming study of the North Michigan Park community. At the meetings it was discussed and agreed that instead of the Applicant's earlier-proposed supplemental benefit of facilitating a traffic calming study for the benefit of the community, at a cost to the Applicant of \$11,000, the Applicant shall request the Zoning Commission to replace that proposed benefit with the following, totaling \$40,000:

- The Applicant will provide funding in the amount of \$40,000 into an escrow account to be used for senior home repairs in North Michigan Park. A copy of the form escrow agreement is attached. A minimum of \$10,000 of these funds will be earmarked for seniors residing in the 4700/4800 block of 6th St, NE. The repairs for seniors homes will be managed by CCNMP, who will form a committee to notify residents of North Michigan Park as to the availability of this benefit and establish a selection process for which homes owned by seniors will receive repairs, and will determine the extent of the repairs to be performed at each home.
- Pursuant to the terms of the escrow agreement, the escrow agent will be required to obtain appropriate documentation from CCNMP before disbursing funds to the contractors working on the homes, confirming that work has been satisfactorily completed, such documentation to include but not be limited to a signed statement from the homeowner that work has been completed satisfactorily and a valid invoice from a contractor stating the work has been completed. If deposits are required by contractors as an advance for materials, the escrow agent shall be required to obtain documentation to include but not limited to a statement from CCNMP, signed by the homeowner, requesting release of such funds, accompanied by an executed proposal with the contractor that requires such a deposit.
- Once CCNMP has identified the homes and scope of repairs totaling a minimum sum of \$30,000, which sum shall be evidenced by providing Applicant with copies of contractor bids for each home selected and a statement from each homeowner agreeing that the work may be completed, **but no earlier than the later of April 30, 2016 or the Zoning Commission approval order for PUD no. 15-04 being final and effective and beyond time for appeal,** Applicant will place \$40,000 into escrow with an escrow agent pursuant to the terms of the attached escrow agreement and provide proof of deposit to CCNMP.
- In the event that any funds remain in escrow as of December 31, 2016, CCNMP and the Applicant agree that the escrow agent shall deposit said funds with the North Michigan Park Civic Association for additional scholarships and school supplies.

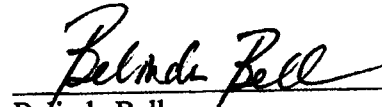
The Applicant's earlier-proposed additional benefit of conducting a baseline vibration study related to rail traffic, at a cost of \$4,000, shall remain unchanged.

Given the agreement reached regarding the above-listed supplemental benefit, the Applicant commits to request that the Zoning Commission accept the revised supplemental community benefit, and CCNMP agrees to confirm in writing to the Zoning Commission that it supports the proposed revision and withdraws its opposition to the PUD application. CCNMP agrees that it will not pursue any administrative or judicial process or appeal regarding the PUD application once the application is revised to include the supplemental benefit referenced above.

AGREED and CONFIRMED this 10th day of December, 2015.



Tracy Graves, Sr. V.P.
Comstock Sixth Street LLC By: Comstock Holding Companies, Inc, Manager



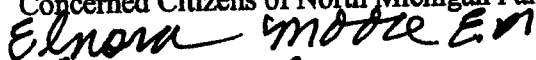
Belinda Bell
Concerned Citizens of North Michigan Park

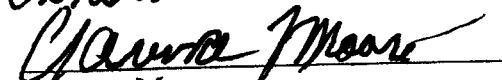


Carmenlita Williams
Concerned Citizens of North Michigan Park

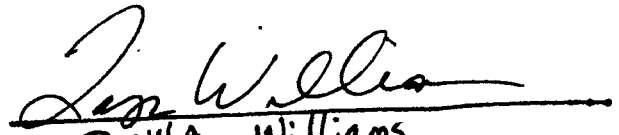


Eleanor Moore
Concerned Citizens of North Michigan Park



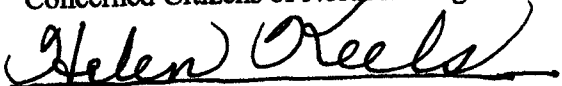


Clarence Moore
Concerned Citizens of North Michigan Park


TONYA Williams
Concerned Citizens of N.M. Park



Helen Keels
Concerned Citizens of North Michigan Park



ESCROW AGREEMENT

THIS AGREEMENT is made this 10th day of December, 2015, among Comstock Sixth Street, LLC (the "Applicant"), The Concerned Citizens of North Michigan Park (the "CCNMP"), and Stewart Title and Escrow, Inc., (the "Escrow Agent") (Applicant, CCNMP and Escrow Agent herein, the "Parties").

WITNESSETH:

WHEREAS, the Applicant and CCNMP entered into a certain Agreement dated December 10th, 2015 (the "Agreement") confirming an additional community benefit to be offered by the Applicant as part of its planned unit development ("PUD") application, Zoning Commission No. 15-04, known as Totten Mews, and the support offered by CCNMP and its individual members for Application No. 15-04. The additional community benefit involves the funding of \$40,000 by the Applicant to be administered by CCNMP for home repairs for senior citizens residing in the North Michigan Park community. A minimum of \$10,000 of this amount is to be spent for repairs for seniors on the 4700/4800 block of 6th St, NE, Washington, DC, and the remaining funds are to be spent on seniors homes chosen by CCNMP.

WHEREAS, in the event the Zoning Commission approves Application No. 15-04 as proposed by the Applicant, including the agreed-upon additional benefit described in the Agreement, the Applicant and CCNMP desire that the Applicant deposit the sum of \$40,000 into an escrow account, such funds to be used to pay for senior home repairs managed by CCNMP;

NOW, THEREFORE, the Parties agree as follows:

1. DEPOSIT OF FUNDS.

- a. Once CCNMP has identified the homes and scope of repairs totaling a minimum sum of \$30,000, which sum shall be evidenced by providing Applicant with copies of contractor bids for each home selected and a statement from each homeowner agreeing that the work may be completed, **but no earlier than the later of April 30, 2016 or the Zoning Commission approval order for PUD no. 15-04 being final and effective and beyond time for appeal**, Applicant shall place \$40,000 into escrow with the Escrow Agent.
- b. At such time as the Applicant places \$40,000 in to escrow as part of the Agreement with CCNMP, the Escrow Agent shall acknowledge receipt of said amount to the Applicant and CCNMP. The funds may be held in the Escrow Agent's regular non-interest bearing escrow account.
- c. Applicant shall be responsible to pay administrative fees of Escrow Agent under a separate agreement.

2. Payments of seniors home repairs managed by CCNMP:

- a. **Payments for completion of work to contractors from the Escrow Account:** In order to obtain payment from the Escrow Agent for completed repairs, CCNMP shall

provide Applicant and the Escrow Agent with letters from homeowners approving the repairs listed therein to be performed on their homes and executed contracts for those repairs. The Escrow Agent shall be required to obtain appropriate documentation from CCNMP before disbursing funds to the contractors working on a seniors home confirming that work has been satisfactorily completed. The documentation must include, but is not limited to, a signed statement from the homeowner and CCNMP that work has been completed satisfactorily and a valid invoice from a contractor stating the work has been completed.

- b. **Payments for deposits to contractors from the Escrow Account:** If deposits are required by contractors as an advance for materials, before releasing funds from escrow to pay for such deposits, the Escrow Agent shall be required to obtain documentation supporting the deposit. The documentation must include, but is not limited to, a statement from CCNMP and the homeowner requesting release of funds, accompanied by an executed proposal with the contractor that requires such a deposit.
- c. Escrow Agent shall make payments to contractors within 14 days of receipt of all required documentation that such payment is valid under this agreement. Checks made out to contractors will be mailed to the CCNMP P.O. Box
- d. Excepted as provided in Paragraph 7.1 herein, in the event that any funds remain in escrow as of December 31, 2016, CCNMP and the Applicant agree that the Escrow Agent shall deposit the remaining funds that are not intended to be used to pay for an existing contract for work which is underway but not completed, with the North Michigan Park Civic Association (NMPCA) for additional scholarships.
- e. CCNMP agrees to complete the above items to the satisfaction of the Applicant within the following time period: **No Later than December 31, 2016**

3. In the event that CCNMP does not complete the work contemplated by this Agreement within the period provided, then the Escrow Agent shall turn over to the NMPCA all remaining funds deposited with the Escrow Agent for additional scholarships and the Escrow Agent shall have no further liability thereafter.

4. Should CCNMP complete aforementioned items within the time frame set forth above, then the Escrow Agent shall release the escrow funds held directly to contractors, provided a written document is submitted to the Escrow Agent signed by both the CCNMP and the homeowner authorizing the Escrow Agent to release funds deposited with the Escrow Agent.

5. **LIMITATIONS OF LIABILITY.** The foregoing instructions are subject to the following provisions which are expressly approved by the CCNMP and the Applicant:

5.1 **DEPOSITORY DUTY.** The Escrow Agent will be liable as a depository only and will not be responsible for the sufficiency or accuracy of the form, execution or validity of any document delivered to the Escrow Agent hereunder or any authority or rights of the persons executing or delivering or purporting to execute or deliver any such document. The Escrow Agent's duties hereunder are limited to the safekeeping of the escrow money deposit and

the delivery of the same in accordance with this Agreement.

5.2 STANDARD OF CARE. The Escrow Agent will not be liable for any act or omission done in good faith, or for any claim, demand, loss or damage made or suffered by any party to this Agreement, excepting such as may arise through or be caused by the Escrow Agent's willful misconduct or gross negligence.

5.3 RELIANCE. The Escrow Agent will not be liable for collection items until the proceeds of the same in actual cash have been received by the Escrow Agent. The Escrow Agent is authorized to rely on any document believed by the Escrow Agent to be authentic in making any delivery of funds hereunder. The Escrow Agent will in no way be responsible or have any duty to notify any person interested in the escrow money deposit of any maturity under the terms of this Agreement or any document deposited herewith or described herein.

5.4 TERMINATION. The Escrow Agent will have the right to terminate its duty as Escrow Agent under this Agreement by written notice of termination to all parties to this Escrow Agreement and delivery of the escrowed funds to a Substitute Escrow Agent as chosen by both Applicant and CCNMP hereunder. Such delivery will relieve the Escrow Agent from any further performance and liability with respect to this Agreement. Any modification of the terms of this Agreement may be made at any time by the CCNMP and the Applicant, provided that the same is reduced in writing, delivered to and accepted by the Escrow Agent.

5.5 SOLE AGREEMENT. This Agreement is the only agreement binding on the Escrow Agent relating to the escrowed funds and the Escrow Agent may rely absolutely hereon to the exclusion of any and all other agreements between the CCNMP and the Applicant.

6. Should any dispute arise under this Escrow Agreement, then the Escrow Agent may interplead the funds held into court. Any costs and reasonable attorney's fees for interpleading such funds into court by the Escrow Agent will be borne by the Applicant and CCNMP as the court directs and orders.

7. MISCELLANEOUS. It is further agreed as follows:

7.1 TIME. Time is of the essence in this Agreement. Notwithstanding the foregoing, in the event that CCNMP is unable to complete any portion of the work within the time frame set forth herein as the result of the circumstances beyond their control, including but not limited to weather conditions, and inability of suppliers to deliver goods, CCNMP shall have a reasonable time thereafter to complete each portion of the work. For the purposes of this Agreement, a "reasonable time" shall mean a reasonable time within the home repair profession.

7.2 NOTICES. All notices given hereunder will be in writing and served by regular first-class mail, postage prepaid, to the parties at the following addresses:

Applicant: Tracy Z. Graves, Senior VP Land Acquisition and Development, Comstock Holding Companies, 1886 Metro Center Drive, 4th Floor, Reston, VA 20190

CCNMP: Ms. Belinda Bell, Concerned Citizens of North Michigan Park, 4829 7th St., NE,
Washington, DC, 20017-2332

The Escrow Agent: Stewart Title and Escrow, Inc., 10505 Judicial Drive, Suite 300, Fairfax,
Virginia, 22030, Attn: Mark Fitzgerald, Sr. V.P.

7.3 ASSIGNMENT. None of the rights of the Applicant or CCNMP hereunder
may be assigned voluntarily or by operation of law. Any such assignment by any party without
the prior written approval of the other parties to this Agreement will be null and void ab initio.

7.4 BINDING EFFECT. This Agreement will be binding on and inure to the benefit
of the parties and their respective heirs, personal representatives, successors and permitted
assigns.

IN WITNESS WHEREOF, this Agreement has been executed and delivered the date first
above written.

Applicant:

Comstock Sixth Street, LLC, By: Tracy Z. Graves
Manager, Sr. V.P..

CCNMP:

Belinda Bell
Belinda Bell

ESCROW AGENT:

STEWART TITLE AND ESCROW, INC.

By: _____
Mark Fitzgerald, Sr. V.P.

CCNMP: Ms. Belinda Bell, Concerned Citizens of North Michigan Park, 4829 7th St., NE,
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Applicant:

Comstock Sixth Street, LLC, By: Comstock Holding Companies, Inc., By: Tracy Z. Graves, Sr. V.P..

CCNMP:

Belinda Bell

ESCROW AGENT:

STEWART TITLE AND ESCROW, INC.

By:  Sr. V.P.
Mark Fitzgerald, Sr. V.P.

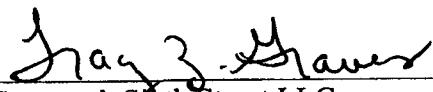
District of Columbia Zoning Commission
Application No. 15-04 Comstock Sixth Street, LLC

SUPPLEMENT TO CONSTRUCTION MANAGEMENT AGREEMENT

The Applicant hereby agrees to supplement its Construction Management Agreement, included as Exhibit 48C of the hearing record in Application No. ZC 15-04, as follows:

1. Applicant agrees to provide heavy duty dust control fabric mounted on both sides of an 8' chain link fence along the southern boundary of the project site at 4813 6th St, NE to provide dust control for the homes along the 4700/4800 block of 6th Street, NE.
2. Applicant will provide occasional car washing services on weekends for the 4700/4800 block of 6th Street, NE, during periods when materials are being hauled from the site past the homes;
3. Applicant will add 4719 6th St to the list of homes for pre and post construction inspections as part of the vibration monitoring plan; and
4. Applicant will install plantings between the sidewalk and curb on the 4700/4800 block of 6th Street, NE, to include Crepe Myrtle and Evergreen trees or shrubs as allowed by DDOT, such plantings to not include tall trees due to the existing overhead lines or plantings that would grow wide to block the sidewalk.

CONFIRMED this 10th day of December, 2015.



Comstock Sixth Street LLC

By: Comstock Holding Companies, Inc. , Manager
By: Tracy Z. Graves, Sr.V.P