

MEMORANDUM OF UNDERSTANDING REGARDING SPECIAL EVENTS

This Memorandum of Understanding Regarding Special Events (the “MOU”) is agreed upon as of this _____ day of June, 2016, by and between the residents of the Edgewood community and MRP Realty (“MRP”).

WHEREAS, MRP is developing a mixed-use project (the “Project”) at 680 Rhode Island Avenue, NE on the property consisting of Lots 7, 813, 814 in Square 3629 (the “Property”) which is generally located east of 4th Street along Rhode Island Avenue, NE; and

WHEREAS, MRP is redeveloping the Property, as set forth in Zoning Commission Case No. 15-16 and will construct programmable green spaces as a part of the Project (“Programmable Green Spaces”); and

WHEREAS, the Edgewood community and MRP share a mutual goal to use the Programmable Green Spaces for public events and desire to memorialize their understandings with respect to the same.

NOW THEREFORE, the purpose of this MOU is to outline generally the expectations of the Edgewood community and MRP regarding community-hosted events in the Programmable Green Spaces.

AGREEMENT

1. MRP agrees to work in good faith with the Edgewood community to allow the community to host public events in the Programmable Green Spaces upon construction of the Project.
2. MRP shall designate a representative to serve as the point of contact for scheduling public events for the Programmable Green Spaces. MRP shall provide the contact information for this representative to the Single Member District representatives for ANC 5E02 and ANC 5E10, as those districts are currently defined. The Edgewood community shall contact the designated MRP representative before scheduling any event for the Programmable Green Spaces. MRP shall confirm in writing a mutually agreeable date and hours for said event before any public materials are distributed advertising the event.
3. MRP shall be responsible for providing the Programmable Green Spaces clean and clear of debris for use for the agreed upon public event. MRP shall not be responsible for any expenses associated with hosting the event, including, but not limited to, marketing expenses; infrastructure costs, including lighting, tents, food and drink, additional trash and recycling receptacles; security expenses; provision of

employees or clean-up expenses. All requests by the community for use of the Programmable Green Spaces shall provide information regarding who will be responsible for providing these items. The host of the event shall be responsible for leaving the Programmable Green Spaces clean and clear of debris at the end of the event. Notwithstanding the foregoing, MRP may agree to co-host the event with the community. This shall be confirmed in writing at the time the event is scheduled.

4. MRP is not responsible for securing any permits that may be required for the event, including special event permits or public space permits.
5. MRP retains complete discretion in determining which events will be permitted to use the Programmable Green Spaces and it retains complete discretion to decline a request for use of the Programmable Green Spaces. MRP will work in good faith with the Edgewood community regarding the use of the Programmable Green Spaces.
6. This memorandum of understanding shall exist so long as a PUD Covenant for Zoning Commission Case No. 15-16 is recorded against the Property.