

Memorandum of Agreement between ANC 6D and TM Jacob LLC and partners for the Development at 1530 First Street, SW

This Memorandum of agreement is made this day of November 13, 2018 and between TM Jacob LLC or its successors and its partners and assigns and Advisory Neighborhood Commission 6D for the benefit of the Neighbors as identified below. TM Jacob LLC and ANC 6D are collectively referred to as the parties in this agreement or memorandum of understanding

UNDERSTANDING OF THE PARTIES

WHEREAS TM JACOB LLC (is the contract purchaser of the property located at 1530 First Street, SW (Lot Square 656) in the District of Columbia;

WHEREAS, TM JACOB LLC intends to construct a new multi-family building with 101 affordable residential housing units and 27 parking spaces;

WHEREAS TM JACOB LLC has applied for approval of design by zoning in Case No 18-13;

WHEREAS, the community members shall include owners and or/residents of the properties within 200 feet of the property indicated above;

Whereas there exist a public alley near the site with pedestrian access to it;

WHEREAS “Neighboring Properties” are to be identified by an independent third-party engineer as part of the construction impact zone. The identified homes shall potentially include the owners of the below listed properties:

- 1500 First Street, SW, Washington, DC 20024
- 1501 First Street, SW, Washington, DC 20024
- 1503 First Street, SW, Washington, DC 20024
- 1505 First Street, SW, Washington, DC 20024
- 1507 First Street, SW, Washington, DC 20024
- 1509 First Street, SW, Washington, DC 20024
- 1510 First Street, SW, Washington, DC 20024
- 1511 First Street, SW, Washington, DC 20024
- 1513 First Street, SW, Washington, DC 20024
- 1514 First Street, SW, Washington, DC 20024
- 1515 First Street, SW, Washington, DC 20024
- 1517 First Street, SW, Washington, DC 20024
- 1519 First Street, SW, Washington, DC 20024
- 1523 First Street, SW, Washington, DC 20024
- 1525 First Street, SW, Washington, DC 20024
- 1529 First Street, SW, Washington, DC 20024
- 1531 First Street, SW, Washington, DC 20024
- 1533 First Street, SW, Washington, DC 20024
- 1535 First Street, SW, Washington, DC 20024

1537 First Street, SW, Washington, DC 20024
1539 First Street, SW, Washington, DC 20024
1541 First Street, SW Washington, DC 20024
65 Q Street, SW, Washington, DC 20024
67 Q Street, SW, Washington, DC 20024
72 Q Street, SW, Washington, DC 20024
73 Q Street, SW, Washington, DC 20024
74 Q Street, SW, Washington, DC 20024
75 Q Street, SW, Washington, DC 20024
76 Q Street, SW, Washington, DC 20024
79 Q Street, SW, Washington, DC 20024
80 Q Street, SW, Washington, DC 20024
81 Q Street, SW, Washington, DC 20024
82 Q Street, SW, Washington, DC 20024
99 Q Street, SW, Washington, DC 20024

DESIGN

1. Landscaping: TM JACOB LLC will follow DDOT standards and guidelines for the protection of existing trees and addition of new trees in the public space surrounding the property. TM JACOB LLC will ensure that the post-construction quality of the trees in public space adjacent to the property is equal to or greater than the current quality of trees in public space adjacent to the property. TM JACOB LLC will add additional trees and greenery to 1st & Q Street, SW and will make best efforts to preserve the gathering tree at 1st Street if possible.

CONSTRUCTION

2. Point Person: TM JACOB LLC will designate a point person who will provide his or her contact information to ANC 6D and designated community members which will include e-mail and cell phone number. This person will be available during demolition, any required environmental remediation and construction to address community members concerns.
3. Hours of Construction: TM JACOB LLC and its contractors will not engage in any construction activities including standing, idling, reversing or staging of trucks, other than emergency repairs before 7:00am and after 7pm Monday-Friday or before 8:00am and after 7pm on Saturday. TM JACOB LLC will not engage in any construction, other than emergency repairs, on Sundays and Federal Holidays.
4. Rodent Control: TM JACOB LLC will hire a pest control company to abate rodents and other pests at the property prior to demolition and during the course of construction. Non-toxic, chemical free pest control measures will be used as

appropriate. Such measures shall also be extended to the exterior of the neighboring property directly behind and in front of the site.

5. Property Surveys: TM JACOB LLC will conduct pre-construction and post-construction surveys (including but not limited to, photographic and video documentation) of the adjoining properties located along First & Q Street, SW which is right near the site. The preconstruction survey of these properties will be used to document property conditions and to serve as a basis for insurance claims and maintenance reimbursement claims for the adjoining properties. If TM JACOB LLC is not granted full access to property to conduct survey, then such property owner will not have the right to claim for reimbursement or repair under paragraph 6 below. TM JACOB LLC will also conduct periodic visual assessment of the exterior of Neighboring Properties throughout construction. Settlement monitoring will be provided to the adjoining properties or neighboring properties during construction as deemed essential by 3rd party engineer. Survey reports will be provided by TM JACOB LLC upon the request of neighbors. TM JACOB LLC has in place \$1 Million in Liability and \$10 Million in Umbrella Insurance for a total of \$11 Million in an insurance for any one occurrence.
6. Maintenance Reimbursement: TM JACOB LLC will repair or reimburse property owners or neighboring properties for damage directly resulting from construction of project. A licensed third party inspection firm will determine whether the damage resulted directly from the project. TM JACOB LLC shall be permitted to adjust any claims or damage under applicable insurance policy before being compelled to make repairs. All reimbursement claims must be filed within 3 months after issuance of the first certificate of occupancy for the project. Claims filed during construction and extended claims periods will trigger an inspection by TM JACOB LLC or its designated representative.
7. Access to Alley: During construction, TM JACOB LLC will make all efforts to ensure reasonable pedestrian access to the alley behind the site and that it remains open. In the event that temporary alley closure or full blockage is necessary, TM JACOB LLC will provide 48-hour prior notice to owners of any neighboring properties with alley access, except in cases of emergency. In cases of emergency, TM JACOB LLC will make every reasonable effort to notify owners and/or residents of neighboring properties with alley access of the alley closure as soon as possible. If temporary blockage will occur outside of construction hours, then TM JACOB LLC will work with affected owners of neighboring properties with alley access to find a mutually-agreeable solution to issues caused from blocking alley

access including, but not limited to, the inability of neighboring properties to access alley.

8. Construction Dust: TM JACOB LLC agrees to follow all District of Columbia regulations throughout the razing of the existing buildings, excavation of the foundation, and during the building construction including a plan to control dust during the raze phase. Additionally, the building will go through a full remediation and removal of all hazardous materials prior to raze. TM JACOB LLC will use all commercially reasonable efforts to minimize the generation of dust. TM JACOB LLC agrees to clean the exterior windows of adjoining properties on a semi-annual basis during construction. TM JACOB LLC agrees to clean the exterior of adjoining properties at the end of construction to remove all dust and debris caused by construction activities. TM JACOB LLC agrees to collaborate with neighboring developer at 69 Q Street to provide air quality monitoring and implementation of air quality monitoring plan through the construction process.
9. Construction Noise: TM JACOB LLC will include provision in its agreement with a contractor to use commercially reasonable efforts to minimize noise in accordance with all District of Columbia regulations during excavation and construction. TM JACOB LLC will provide 10 days' notice to ANC 6D of when to expect the greatest impact due to construction noise, which is anticipated to be demolition of the existing buildings. TM JACOB LLC will also ensure that a flag person will be present for pedestrian safety during construction activities.
10. Construction Vehicle Transportation Management: All trucks and other construction related traffic to and from property during construction will use commercially reasonable efforts to utilize 1530 First St., SW to the maximum reasonable extent. TM JACOB LLC will use commercially reasonable efforts to ensure that construction-related vehicular access to property will be as limited as possible to the pedestrian access alley behind site. Additional efforts will be made by TM JACOB LLC to reduce and or eliminate truck idling with signs posted against truck idling.
11. Construction Worker Parking: TM JACOB LLC will work in good faith with DDOT, DPW, ANC 6D and the contractor to minimize construction vehicles parking in RPP zones. Prior to the commencement of construction, TM JACOB LLC will present construction vehicle management plan to ANC 6D for review and comment.

12. Trash Removal: TM JACOB LLC and or its contractors will promptly remove all trash and construction debris from any adjoining public space that is accessible to pedestrians and not otherwise permitted for temporary occupancy by TM JACOB.
13. Pedestrian Passageways: During construction, TM JACOB LLC will ensure compliance with DDOT's regulations for safe accommodations of pedestrians and bicyclists. TM JACOB LLC will make its best efforts to ensure that all accommodations maintain pedestrian passage on the sides of the site. Final construction staging and pedestrian access will be subject to review and comment by ANC 6D and affected community members.
14. Construction Fencing. Prior to the commencement of construction, TM JACOB LLC will erect and maintain construction fencing including silk fencing in order to screen the property and limit dust and other impacts on the community. TM JACOB LLC shall maintain fencing free of dust and debris and in good order repair. All construction materials and equipment including portable toilets will be located behind construction fence for the duration of construction. Portable toilets will be maintained and cleaned regularly and locked when construction day ends.
15. Disruption of Utility Services: TM JACOB LLC shall notify any affected properties within 72 hours in advance of any known utility service disruption from construction activities.
16. Construction Schedule: At least (7) days before TM JACOB LLC starts construction of the project, TM JACOB LLC will provide estimated construction schedule to ANC 6D and to neighboring properties.
17. Coordination: Before and during construction of the project, TM JACOB LLC shall use its best efforts to consult and coordinate with any adjacent properties that are doing similar construction activities that may impact community in the same vicinity as their project that is being constructed.

Construction Liaison Committee

18. Committee Formation: TM JACOB LLC, ANC and community members will establish a five person construction liaison committee that shall include a representative from TM JACOB, ANC 6D and 3 community members.

19. Committee Responsibilities: The Construction Liaison Committee will serve as a recipient of notices, information, warnings and other items of communication which may affect the community members. Additionally, the Construction Liaison Committee will be provided with all construction staging and traffic control plans for review and comment prior to approval from DCRA, DDOT or other municipal agencies.
20. Term: The Construction Liaison Committee will be dissolved and eliminated 3 months after the project receives a certificate of occupancy.

The Alley System

21. Alley Lighting, Security & Mirrors: TM JACOB LLC will install additional alley lighting on the project. Security cameras may be added to building exterior to monitor loading dock and garage entrance areas. Any security cameras on the project must not pointed directly at adjacent properties windows or in back yards.
22. Snow Plowing: TM JACOB LLC will ensure that areas of the public alley and sidewalks around the site are cleared of snow within 24hours of more than 3 inches of snowfall.
23. Management: TM JACOB LLC will work with its transportation consultants and DDOT to identify the best commercially reasonable approaches for improving the safety and use of the alley system behind the site. TM JACOB LLC will consult with DDOT and ensure that recommendations are implemented for alley usage.

Operations

24. Building Operations Contact: TM JACOB LLC will designate a building operations contact and will provide his or her name and other contact information to ANC 6D to disseminate to the owners of the neighboring properties and other neighbors as requested. This person will be available to address all concerns related to the operation of the building.
25. Loading Management: TM JACOB LLC will implement a loading management plan for the project. TM JACOB LLC will identify a clear point of contact for questions and or concerns about loading issues.

26. Sanitation Collection: TM JACOB LLC will ensure that contacts with any sanitation company will limit trash collection to the hours of 8:00am-5:00pm and that trash and recycling receptacles will not be left or stored outside the building at any point.
27. Residential Move-ins & Move-Outs: TM JACOB LLC will ensure that residential move-ins and move-outs will be limited to 9:00am-9:00pm Monday – Sunday and moving trucks will not block pedestrian walkways or other areas.

Miscellaneous

28. Entire Agreement: This agreement constitutes the entire agreement between the parties hereto, and no party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statement or representations are expressly and specifically set forth herein.
29. Choice of Law: All parties of this agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
30. Modifications: Modification, TM JACOB LLC waivers and consents regarding this agreement shall only be binding if in writing and signed by both parties.
31. Succession: This agreement shall be binding upon the parties of TM JACOB LLC and ANC 6D and their respective heirs, successors and assigns.
32. Community Services and Support: TM JACOB LLC in collaboration with the General Contractor, will make efforts and conduct job fairs to hire residents in Ward 6 for pre and post construction employment opportunities. TM JACOB LLC will work with ANC 6D and the community to establish a site in the new building where residents who reside in the building and the community can come to receive supportive services provided by the United Planning Organization that will include but not be limited to receiving referrals and resources for jobs, training, and educational resources. In addition, and when available, referrals and resources towards food and clothing will be provided. A computer center will be set up at this site for job searches and to prepare and email/fax resumes for job opportunities and computer training.

TM JACOB LLC

By: *Robert Margolis*

Name: Robert B. Margolis

Advisory Neighborhood Commission 6D

By: Chair- ANC 6D

Name: *Meredith Fascett*

MEREDITH FASCETT