

## **COMMUNITY BENEFITS AGREEMENT**

### **BY AND BETWEEN MARTIN'S VIEW LLC**

### **AND ADVISORY NEIGHBORHOOD COMMISSION 8D**

This Community Benefits Agreement ("Agreement") is made as of July 18, 2024 between Martin's View LLC and Advisory Neighborhood Commission 8D (the "ANC", together with Martin's View LLC, the "Parties") for the purpose of detailing the community benefits related to the development of Parcels 252/0082, 252/0083, 252/0092, and 252/0086 (collectively, the "Property").

Martin's View LLC intends to develop the Property with a mixed-use project including residential, daycare, and community service office uses (the "Project"). The final plans for development of the Property will require review and approval by the Zoning Commission as part of the Planned Unit Development process in Zoning Commission Case No. 23-29.

### **PARTIES AND ENTITIES INVOLVED AND RESPONSIBILITIES**

The ANC – ANC 8D includes the Property and is automatically a party to those projects located in the ANC.

**RESPONSIBILITY of Martin's View LLC** – Martin's View LLC shall deliver an acceptable Community Benefits Agreement ("CBA" or "Agreement") in coordination with ANC 8D and fulfill its commitments included in the CBA.

**RESPONSIBILITY of ANC 8D** – The ANC shall act as a liaison for the community to address all matters concerning the development.

### **ARTICLE I**

**WHEREAS**, Martin's View LLC shall redevelop Property by improving urban design, architecture, and landscaping which shall include public spaces, including sidewalks with street trees along Martin Luther King Jr. Ave SW and Elmira St SW.

**WHEREAS**, Martin's View LLC shall have the flexibility as approved by the Zoning Commission to phase the construction of the Project.

**WHEREAS**, the ANC seeks to ensure that the Project provides appropriate and adequate 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 relating to the Property.

**WHEREAS**, the Parties acknowledge that this Agreement only relates to the Project.

**WHEREAS**, with the following conditions in mind, the ANC agrees to support Martin's View LLC, including providing a report in support to the pending case at the Zoning

Commission and public space reviews (DDOT and/or the Public Space Committee), and the ANC agrees to not oppose the development of the Project in any other forums.

**WHEREAS**, the Parties intend for this MOU to be enforceable by the ANC or by conditions required by any Zoning Commission order granted for the Project. The agreement may also be modified consistent with future approvals subject to the agreement of both Parties.

**NOW, THEREFORE**, in consideration of the promises and 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. Community Contribution.**

- a. Martin's View LLC will financially support locally-based community organizations to further impact in the Bellevue neighborhood and greater Ward 8. A total contribution of \$175,000 will be made across the following organizations:

- i. \$100,000 contribution to Johnson Middle School Football Athletic Program
- ii. \$25,000 contribution to CC Prep Academy
- iii. \$25,000 contribution to The Well At Oxon Run
- iv. \$25,000 contribution to Community of Hope

Contributions will be paid in full at the closing of construction financing for Phase 1.

**2. Construction Noise and Nuisance Issues.**

- a. Construction Management Plan. The attached Exhibit A contains the Construction Management Plan ("Plan") to address construction noise and nuisance issues, upon execution of this Agreement. Upon execution of this Agreement, Martin's View LLC will abide by the terms of this Plan and procedures mandated by the Government of the District of Columbia.
- b. Employee Parking. Upon execution of this Agreement, as part of the Construction Management Plan, Martin's View LLC will ensure that employees working on the Project exclusively park in locations other than on nearby public streets to prevent disruption of available street parking opportunities in the surrounding neighborhood. Martin's View LLC will present the parking plan to the ANC for review and comment prior to the commencement of any construction activities, subsequent to the execution of this Agreement.
- c. Project Resident Parking. Martin's View LLC will include a provision in all leases for the Project that residents who have cars are required to park them in the Project's underground garage or at another off-street location, and are not



permitted to park on nearby public streets. Further, upon execution of this agreement, Martin's View LLC will assist residents of the blocks that are in close proximity to the Property – such blocks to be defined in consultation with the ANC – to establish Residential Permit Parking (RPP). Furthermore, upon completion of the Project, Martin's View LLC will work with DDOT and DMV to remove every building in the Project from RPP eligibility so that Project residents are unable to obtain RPP permits.

**3. Community Partners.**

Any community partnerships between Martin's View LLC and community organizations shall be established with written agreements, posted to a dedicated webpage, and available for public review. Written copies of such agreements shall be provided to the ANC.

**4. Community Access to the Property.**

- a. Jobs Organization Space. The Project will include at least 1000 SF of finished space for use by a locally-based jobs partner (to be identified and hereafter referred to "Jobs Partner"), at no cost to Jobs Partner, to provide job-search and job-training assistance to Project and neighborhood residents.
- b. Seamless Integration with Existing Community. Martin's View LLC agrees to limit physical barriers (including but not limited to walls, gates, and fences that aren't required to ensure resident privacy) between the Project and the surrounding community to ensure seamless integration with the existing community.

**5. Additional Benefits**

- a. Exploration of design features to support the aging population at the Project. This may include, but not be limited to, handrails in corridors, and convertible unit designs.
- b. One for one replacement of all existing units.
- c. Commitment to honor rental rates, with standard CPI annual increases as allowed by rent control laws, of existing residents through relocation and return to a new unit of the same type as they currently occupy.
- d. Temporary relocation and right of return for all residents in good standing. All moving expenses and rent differentials will be paid for by Martin's View LLC. Additionally, packing assistance will be provided for those in need.
- e. Integration of senior-focused common spaces to support community-building among the growing senior population.

- f. Enhanced security features, which include site monitoring, improved lighting, and secure building and parking access.
- g. Collaboration with the Tenant Association throughout the development process. The Tenant Association will provide input on off-street parking, in-unit finishes, unit mix, and on-site management.
- h. Hiring at least 35% CBE eligible contractors with a preference for contractors in Ward 8 who consider hiring youth interested in architecture, construction, and engineering.
- i. Investing in and improving the access to Fort Greble Park to enhance a unique community resource and amenity.

**6. ANC Support and Ongoing Consultation.**

- a. Planned Unit Development Application. The ANC agrees to work with Martin's View LLC regarding the pending Planned Unit Development Application (ZC Case No. 23-29) (the "Application") and to provide support to that application by a written report to the Zoning Commission, provided that Martin's View LLC continues to consult with and notify the ANC as the Project's development and construction progresses.
- b. Other Review or Approvals. The ANC agrees not to oppose the Project or cause others to oppose the Project in any other development or permitting processes, including, but not limited to, building permit applications, certificate of occupancy applications, and other permits. The Parties acknowledge that this Agreement is contingent on the Project and its application to the Zoning Commission or other review bodies being supported by the ANC.

**7. Reporting/ Notice Requirements and Procedures.**

- a. ANC Bi-Annual Reports. Upon execution of this Agreement, Martin's View LLC shall provide electronic biannual updates on the Project's progress to the ANC including, but not limited to, all updates required in this Agreement.
- b. Notices to ANC. Martin's View LLC shall provide electronic and written notices given under this Agreement to the ANC. Written notices shall be delivered by certified mail, postage pre -paid, or by hand or by private or reputable overnight commercial courier service, to the current ANC commissioners at the following addresses:

Wendy Hamilton  
 Chair ANC 8D  
 85 Danbury Street SE  
 Washington, DC 20032  
 8D06@anc.dc.gov



Natasha Yates  
ANC 8D07  
209 Elmira St SW Apt 329  
Washington, DC 20032  
8D07@anc.dc.gov

- c. Notices to Martin's View LLC. Any notices to Martin's View LLC shall be given under this Agreement to Martin's View LLC by electronic mail (jason@kayestern.com).

**8. Agreement Null and Void if ANC and/or ZC Does Not Vote in Support**

This Agreement is null and void if the ANC does not vote in support of the Application prior to the public hearing on July 22, 2024. In addition, this Agreement is null and void if the Zoning Commission does not vote to approve the Project.

**9. ANC Authority and Rights to Enforce.**

The ANC recognizes the Agreement both for and in their own right and for the purposes of protecting the interests of the community in whose favor these agreements and covenants have been provided. Such agreements shall run in favor of the ANC for the entire period during which such agreements shall be in force and effect. The ANC shall have the right, in the event of any breach of any such agreement, to exercise all the rights and remedies, and to maintain any actions or suits, at law or in equity or other proper proceedings to enforce the curing of such breach of agreement, to which it or any other beneficiaries of such agreement may be entitled, including, without limitation, restraining orders, injunctions, and/or specific enforcement, judicial or administrative. To the extent this Agreement is required to be a settlement agreement in order to be enforceable, it shall be deemed a settlement agreement. The ANC and ANC signatories hereto represent that they have full authority to enter into this Agreement as drafted.

**10. Applicable Law; Jurisdiction.**

This Agreement shall be construed in accordance with and governed by the laws of the District.

**11. Entire Agreement.**

This Agreement constitutes the entire agreement and understanding between the Parties and is a continuance of all prior agreements and understandings related to the subject matter hereof.

**12. Successors and Assigns.**

This Agreement shall be binding upon and shall inure to the benefit of, the successors and assigns of the ANC and Martin's View LLC and where the term "Martin's View LLC" or "ANC" is used in this Agreement, it shall mean and include their respective successors and assigns.


**13. Modifications and Amendments.**

**None of the terms or provisions of this Agreement may be changed, waived, modified, or terminated except by an instrument in writing executed by the Parties. None of the terms or provisions of this Agreement shall be deemed to have been abrogated or waived by reason of any failure or refusal to enforce the same.**

**[SIGNATURES ON FOLLOWING PAGE]**

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

**Martin's View LLC**

Signature:   
Signature: Alexandre Bensahel (Jul 18, 2024 14:57 GMT+2)  
Name: Alexandre Bensahel  
Title: Authorized member of the board of managers

**ANC 8D**

Signature:   
Name: Wendy Hamilton  
Title: Chair, ANC 8D