

MEMORANDUM OF UNDERSTANDING  
BETWEEN ANC 3E AND HARRISON  
WISCONSIN OWNER, LLC  
FOR A PLANNED UNIT DEVELOPMENT AT 4201 GARRISON STREET NW

This Memorandum of Understanding (the “**MOU**” or “**Agreement**”) is made this \_\_\_\_ day of March 2025 by and between Harrison Wisconsin Owner, LLC (“**Developer**”) or its successors and assigns, and Advisory Neighborhood Commission 3E (“**ANC 3E**” or the “**ANC**”). Developer and the ANC are collectively referred to herein as the “**Parties.**”

**RECITALS**

WHEREAS, Developer, an affiliate of Donohoe Development Company (“**Donohoe**”), is the owner of the property located at 4201 Garrison Street NW (Square 1666, Lot 810) in the District of Columbia (the “**Property**” or “**Subject Property**”);

WHEREAS, the Subject Property is within the boundaries of ANC 3E, and District of Columbia law designates the ANC to represent the community in planned unit development (“**PUD**”) and related proceedings;

WHEREAS, Developer has applied for approval of a PUD and related Zoning Map Amendment (the “**Application**”) from the D.C. Zoning Commission (“**ZC**”) in Case No. 24-12 (the “**ZC Case**”), and the Map Amendment requests the Commission to rezone a portion of the Subject Property to RA-3;

WHEREAS, Developer intends to construct a new apartment building with underground parking and approximately 126 residential units (the “**Project**”), as shown on the plans included in the record of the ZC Case (the “**Proposed Plans**”);

WHEREAS, Developer has agreed to certain benefits and mitigation measures in exchange for support by the ANC of the PUD;

NOW THEREFORE, provided that ANC 3E supports the Project and the ZC Case (“support” shall be indicated by a majority vote of the ANC on a resolution or motion recommending approval of the ZC Case, and the ANC shall otherwise be free to opine on aspects of the Project as it sees fit), Developer agrees to the following:

**BUILDING-SPECIFIC PUBLIC BENEFITS**

1. Affordable Housing: Developer will devote at least 33.33% of all units in the Project (approximately 42 units) at a rate affordable to and rented by households earning on average 80% or less of the median family income, as enforced by an agreement with DC DHCD.

Developer will also comply with the requirements of DC's Inclusionary Zoning ("IZ") program, designating a portion of the above units (approximately 13 units) at rates affordable to and rented by households earning on average 50% and 60% or less of the Median Family Income ("MFI"), as enforced under the IZ program.

Developer, in addition to the typical requirements of the IZ program, will provide one three-bedroom unit at a rate affordable to and rented by households earning 50% or less of the median family income, as enforced under the IZ program, and Developer will re-allocate at least 1,000 square feet (i.e., the statutory size of a three-bedroom IZ unit) to the 50% MFI category from the 60% category. Developer will also provide a three-bedroom unit within the 60% MFI category.

2. Building Design Features: The design of the Project will include the following:
  - a. Energy efficient and green design, including all-electric residential units, green roofs, rooftop solar, EV charging (with 4 or more chargers), and spaces for compost and recycling bins and the property management shall retain a company to service both
  - b. Design to the LEED Certification at the Silver level.
  - c. 42 long-term bicycle parking spaces for residents in a bicycle room on the ground floor, including accommodation for cargo bikes, bike charging, strollers, utility carts, and a bicycle repair station.
  - d. Two residential units will be built-out to the ANSI A standard prior to the lease-up of the building.
  - e. Ingress/Egress from the parking garage, resident moves, and trash will all be accomplished off-street via the private drive through the block.
3. Transportation Benefits: Developer and future property manager will offer to provide annual Capital Bikeshare memberships to each building resident for the first three years after the building opens, will offer building residents two vanpool parking spaces at a preferred location, and will provide a transportation information screen within the lobby to encourage transportation alternatives.

## **NEIGHBORHOOD PUBLIC BENEFITS**

4. Fessenden Park Improvements: Prior to the issuance of a final certificate of occupancy for the Project, Developer will install a new bocce court, bench, and associated landscaping at Fessenden Park, subject to approval by the Department of Parks and Recreation and DDOT. Developer shall spend a minimum of \$10,000 on these improvements, but the total combined design, permitting, consultant, and installation costs shall not exceed \$20,000. Developer shall consult with and if requested present to ANC 3E on landscaping plans, and maintain landscaping for 3 years after installation.
5. Offsite Traffic Improvements. Subject to DDOT approval:

- a. To improve pedestrian safety on Garrison Street, Developer to provide and install a pedestrian refuge between the driveway for the Project and the driveway for the adjacent 5101 Wisconsin office building garage.
  - b. Developer shall install crosswalks transecting the Project's vehicular ingress/egress point on Garrison and Harrison Streets utilizing differentiated paving materials and/or patterns, if acceptable to DDOT.
  - c. To encourage non-automotive transportation, Developer will provide and install a public Micromobility Corral for the short-term storage of bikes, rental scooters and other micromobility devices. This corral will be in addition to the bike room provided for residents of the Project. The corral will be sited near the Project at a location approved by DDOT and in coordination with ANC 3E.
  - d. To improve pedestrian safety at the Garrison and 42<sup>nd</sup> Street intersection, Developer shall make best efforts working with DDOT to insure the intersection is narrowed to shorten pedestrian crossings, slow traffic and prevent parking in the crosswalk. Developer will coordinate with DDOT on the design and advocate for the implementation of DDOT funded bulb outs featuring bioretention components (where feasible) at 4 corners of the intersection and shall in coordination with the ANC support such construction. If construction has been committed to by DDOT but not completed by the issuance of the certificate of occupancy developer shall, in coordination with DDOT, install temporary place holder bulb-outs utilizing bollards or other acceptable street infra at all 4 corners of the intersection and maintain such infra until the permanent bulbouts are constructed. If construction of the bioretention bulb-outs funded by DDOT has not been approved prior to the issuance of the certificate of occupancy developer shall install permanent hardened bulb outs on the northwest and southwest corners of the intersection at a cost not to exceed \$20,000, and pursuant to DDOT's and ANC3E's approval; in the event that the permanent bulb outs are constructed prior to C of O, Developer will instead donate \$20,000 to a local non-profit or itself provide (to be identified with the mutual consent of the ANC) for specific additional improvements in the public right of way. Developer, or the property management company or any future owner of the property, shall be responsible for keeping the bulb outs clear of trash and maintaining the landscaping in the bulb outs pursuant to DDOT's standards for the life of the project.
6. Installation of Street Trees: Developer will, where necessary and subject to DDOT approval, enlarge the existing tree pits along public space frontages of the Project and install new street trees where needed per DDOT/UFA's instructions. Developer shall upon completion of construction plant trees in any gaps in the tree boxes per DDOT/UFA's specifications on Square 1666, as well as across the street from Square 1666 on all four sides, subject to approval of the abutting property owner.
  7. Utility Pole: Developer shall remove the disused utility pole adjacent to its property on Garrison

Street and plant at least one tree in its approximate location, subject to DDOT and utility approval, and per DDOT/UFA specifications.

8. Removal of TV Tower: Prior to the issuance of a final certificate of occupancy for the Project, Developer shall remove the 750' tall television tower located on the block.
9. Penthouse Outdoor Space: Developer and future property manager will prohibit use of the outdoor space adjacent to penthouse club room after 10pm.

### **CONSTRUCTION-RELATED BENEFITS**

10. Preconstruction Surveys: Developer will offer, at its cost, pre-construction surveys to the residential property owners whose properties confront the Project.
11. Parking and Truck Routing: Prior to the commencement of construction on the Project, Developer will consult with the ANC on issues related to parking arrangements for construction workers and construction truck routing. The Applicant will also include the following provision in its construction contract with the general contractor: "Contractor acknowledges that the job site is surrounded by a residential neighborhood, and that on-street parking by its and its subcontractors' workforces would impose an impact on local residents. Contractor agrees to prohibit its workforces and the workforces of all subcontractors from parking or idling cars or trucks at any time of the day for any period of time on local residential streets, even if permitted by local parking regulations.
12. Transportation Demand Management Plan: Developer or future property manager shall share with the ANC results of annual parking demand and trip generation surveys required by DDOT for the first three years after building opens.
13. Point of Contact: Prior to the commencement of construction on the Project, Developer will designate a representative of Donohoe as the point of contact for all construction-related matters while the Project is under construction. Developer will provide the email address and mobile phone number of this designated representative to the ANC.

## **EFFECT OF AGREEMENT**

14. Conditions. Developer shall propose each of the above terms as specific and enforceable conditions of approval of the PUD to be included in the final written ZC order. If the Zoning Commission does not, for any reason, include a term as a condition of approval of the PUD, then Developer nonetheless commits to comply with the term.
15. No Approval: If the ZC does not approve the Application or Developer does not proceed with construction of the Project consistent with the approved PUD, then this Agreement shall be null and void, and Developer shall not be bound to any of the terms herein.

## **MISCELLANEOUS**

16. Headings: Section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.
17. Enforcement: If a majority vote of the ANC determines that Developer has not fulfilled their obligations under this Agreement, then the ANC shall be permitted to take all necessary legal action to enforce this Agreement. The Parties agree to work in good faith prior to taking any legal action to enforce the Agreement. The Parties further agree that any legal action taken to enforce this Agreement shall be pursuant to the Zoning Regulations and in no other forum unless specifically allowed by law.
18. 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 are expressly and specifically set forth herein.
19. Choice of Law: All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
20. Modifications: Modifications, waivers, and consents regarding this Agreement shall only be binding if in writing and signed by both Parties.

21. Succession: This Agreement shall be binding upon and shall inure to the benefit of Developer and ANC 3E, and their respective heirs, successors, and assigns.

**Harrison Wisconsin Owner, LLC**

By:\_\_\_\_\_

Name:

Title:

**Advisory Neighborhood Commission 3E**

By:\_\_\_\_\_