

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into as of the ____ day of _____, 2018 by and between the undersigned Signatory Parties.

WITNESSETH:

WHEREAS, Meridian International Center (“Meridian”) is the owner of property located in Lots 806, 808, and 809 in Square 2568 (“Campus”); and

WHEREAS, Meridian and the developer, MIC9 Owner LLC (“Developer”) seek approval from the Board of Zoning Adjustment (“BZA”) in BZA Application No. 19689 (“Application”) in order to permit the redevelopment of a portion of its Campus with a new building that will contain approximately 111 residential units and approximately 7,500 square feet of office and meeting space for Meridian, as well as parking and loading areas that are accessed from Belmont Street NW (the “Proposed Development”); and

WHEREAS, the Proposed Development has been revised to require egress out of the parking garage onto Crescent Place NW, except for valet operations in the Meridian portion of the garage, as shown on the plans attached as Exhibit D (“Revised Design”) and

WHEREAS, the condominium and co-op association board members of Beekman Place Condominium Association (“Beekman”), Meridian Crescent Condominium Association (“Meridian Crescent”), and 1661 Crescent Place, NW, Inc. (“1661 Crescent”), and certain 17th Street neighbors (“17th Street Neighbors”) (collectively, the “Community Parties”) hereby seek to address issues and concerns regarding existing and anticipated future use of the Campus in not only the Meridian space within the Proposed Development (“New Meridian Space”) and the new lawn above the Meridian Space (“New Lawn”), but also Meridian’s use of the Meridian House and the White Meyer House (together with the New Meridian Space, the “Meridian Spaces”); and

WHEREAS, the Community Parties also seek to manage the operational, traffic and parking impacts associated with the Proposed Development so as to protect and enhance the residential quality of the area; and

WHEREAS, the Community Parties as well as representatives of Advisory Neighborhood Commission 1C (“ANC 1C”) have met regularly over a number of months to discuss these issues and concerns, and as a result of these discussions have reached a mutual understanding and resolution on many of the material issues and concerns; and

WHEREAS, the Community Parties (together with Meridian and Developer the “Signatory Parties”) enter into the MEMORANDUM OF UNDERSTANDING (the “MOU”) to confirm understandings and agreements between them. This MOU concerns the obligations of Meridian. The obligations of the Developer are subject to a separate Memorandum of Understanding between the Parties.

NOW, THEREFORE, in consideration of the foregoing recitals (which are a material part hereof) and in consideration of the mutual promises of the Signatory Parties hereto and of other good and valuable consideration it is agreed as follows:

1) EFFECTIVE DATE

- a) Except for Sections 15 through 18 below, and all sections or subsections regarding the New Meridian Space, this MOU shall become effective upon expiration of the appeal period for BZA Case No. 19689 or upon dismissal of any appeal, whichever date is later.
- b) Sections 15 through 18 shall become effective upon execution of this MOU.
- c) Every section regarding the New Meridian Space shall become effective upon issuance of the first certificate of occupancy for the New Meridian Space.

2) LOADING COORDINATOR

- a) Meridian shall designate a staff member as the “Loading Coordinator”.
- b) The Loading Coordinator shall be on site anytime there are scheduled vendor deliveries for Events (“Scheduled Deliveries”).

3) DELIVERIES

- a) Delivery Vehicles: For purposes of this agreement, “Delivery Vehicles” shall mean all commercial vehicles (including trucks, pick-up trucks, and vans) suitable for delivering goods or services to Meridian and the Campus.
 - i) All Meridian Spaces:
 - (1) No delivery activity shall take place after 10:00 PM or before 9:00 AM that involves a Delivery Vehicle that utilizes a backup beeper.
 - (a) Select vendors with trucks limited to a 16’ box truck or less are permitted to load-out after 10 PM provided that any Delivery Vehicle utilizing a back-up beeper is staged prior to 10 PM to reduce noise impact.
 - ii) New Meridian Space:
 - (1) The Loading Coordinator shall direct all Delivery Vehicles to use the Truck Routing Plan attached as Exhibit A, which directs trucks exiting the Proposed Development to turn left on Belmont Street towards 16th Street and then turn right on 16th Street.
- b) Delivery Vehicles shall not be permitted to double park on streets surrounding the Campus, shall keep one clear lane of traffic open at all times, and shall otherwise obey all posted parking, stopping, and standing restrictions on streets surrounding the Campus.
- c) All contracts with vendors and service providers shall include a provision that requires all Delivery Vehicles coming to the Campus (including any subcontractors) to refrain from double parking, keep one clear lane of traffic open at all times, and otherwise obey all posted parking, stopping, and standing restrictions on streets surrounding the Campus.

- d) Delivery Vehicle operators shall abide by the D.C. “Motor Vehicle Excessive Idling Act” of 1984, as amended (1997), which allows idling of up to three minutes while a motor vehicle is parked, stopped or standing, except, *inter alia*, “to operate for 15 minutes air conditioning equipment on buses with an occupancy of twelve or more persons” or “to operate heating equipment when the local temperature is thirty-two degrees Fahrenheit or below.”
- e) The Loading Coordinator shall direct all Delivery Vehicles to utilize the prescribed loading docks or designated on-street commercial loading zone as shown on Exhibit B.

4) TRASH TRUCKS

- a) All Meridian Spaces:
 - i) No private trash pick-up activity shall take place after 10:00 PM or before 7:00 AM on weekdays or before 9:00 AM on weekends, with the exception of the night of and the morning after the Meridian Ball.
- b) New Meridian Space:
 - i) The Loading Coordinator shall direct all trash trucks to use the Truck Routing Plan attached as Exhibit A, which directs trucks exiting the Proposed Development to turn left on Belmont Street towards 16th Street and then turn right on 16th Street.

5) MERIDIAN LEADERSHIP PROGRAMS

- a) Meridian Leadership Programs involve international professional participants, the majority of whom are part of US State Department visitors program. The number of participants vary from year to year but are approximately 3,000 per year. The majority of the program’s schedule does not take place at Meridian. Typically, Meridian Leadership Programs involve groups of between 2 and 40 participants, and they may include several groups at a time. As a result, Meridian shall cap the number of guests on the Campus at any one time at 275. The 275 person cap shall apply to both the number of guests of the Meridian Leadership Programs and any Event, as defined below, on the Campus at any one time.

6) EVENTS

- a) For purposes of this agreement, an “Event” shall mean any activity that involves catering or outside vendor services. The term “Event” does not include the Meridian Ball.
- b) For the purposes of this agreement, “Evening Event” shall mean any Event in which the majority of the Event takes place after 5:30 PM on weekdays.
- c) For the purposes of this agreement, “Weekend Event” shall mean any Event that takes place on either Saturday or Sunday irrespective of the time of the Event. The term “Weekend Event” includes weddings.
- d) Number of Events

- i) Meridian shall cap the total number Events at 150 per year, which includes Evening Events and Weekend Events.
 - (1) Within the above cap of 150 Events per year:
 - (a) Meridian shall cap the total number of Evening Events at 55 per year.
 - i. Meridian shall further cap the total number of Evening Events that end after 9:30 PM at 25 per year
 - (b) Meridian shall cap the total number of Weekend Events at 45 per year with no more than one Wedding per weekend.
 - i. No weddings shall take place in the New Meridian Space.
 - ii) The above Event caps shall not include any neighborhood meeting or event held in the Meridian Spaces, including but not limited to the Beekman Annual Meeting and any ANC 1C meeting.
- e) Number of Guests
 - i) Meridian shall cap the total number of Event guests at 250 per Event.
 - ii) Meridian shall cap the total number of Events with more than 200 guests at 10 per year.
- f) Deadlines for the Conclusion of Events

All Events shall end at 11:00 pm to allow for the breakdown of tables and the stowage of equipment and refuse prior to 1:00 AM.

7) MERIDIAN BALL

- a) For the purposes of this agreement, the “Meridian Ball” shall mean Meridian’s annual fundraising ball, which the Parties acknowledge will have more than 300 guests.
- b) Meridian shall be permitted to host the Meridian Ball not more than one (1) time per year.
- c) The Meridian Ball shall be permitted to occur in all of the Meridian Spaces at the same time.

8) ARRIVING/DEPARTING GUESTS

- a) Meridian shall have an event manager (the “Meridian Event Manager”) on duty at all Events and the Meridian Ball. The Meridian Event Manager shall be responsible for oversight from the beginning to the end of each Event and the Meridian Ball.
- b) Meridian shall ensure that all new contracts include the following notice provision:

“As a courtesy to neighbors, we ask that arriving and departing guests exercise the same degree of consideration they would expect in their own neighborhoods with respect to noise, litter, and otherwise disruptive behavior.”

- c) The Meridian Event Manager shall continue to remind all guests to observe quiet in the residential neighborhood as they depart.
- d) The Meridian Event Manager shall ensure that unacceptable behavior results in the immediate expulsion of the responsible persons.
- e) The Meridian Event Manager will emphasize the obligation for adult supervision when people under the age of 18 years of age are present.

9) AMPLIFIED MUSIC

- a) Indoors
 - i) Amplified music indoors for Events must be terminated by 11:00 PM.
- b) Outdoors
 - i) Amplified music outdoors for Events must be terminated by 9:00 PM.

10) SHUTTLE BUS OPERATIONS

- a) General
 - (1) Shuttle buses dropping-off/picking-up passengers within the Meridian Spaces (“Shuttle Buses”) will be limited to a maximum of 36 passengers.
- b) All Meridian Spaces
 - (1) Shuttle Buses are allowed to embark and disembark passengers in the curb lane on Crescent Place in front of Meridian House and White-Meyer House or within the Proposed Development’s entry court.
 - (2) Shuttle Bus Operators shall not be permitted to double park on streets surrounding the Campus, shall keep one clear lane of traffic open at all times, and shall otherwise obey all posted parking, stopping, and standing restrictions on streets surrounding the Campus.
 - (3) All contracts with Shuttle Bus Operators shall include the following language:
 - (a) While waiting between drop-offs and pick-ups, Shuttle Buses are required to leave the Proposed Development’s entry court, Belmont Street, Crescent Place, and 17th Street roadways and wait in an offsite location.
 - (b) Shuttle Bus operators shall abide by the D.C. “Motor Vehicle Excessive Idling Act” of 1984, as amended (1997), which allows idling of up to three minutes while a motor vehicle is parked, stopped or standing, except, *inter alia*, “to operate for 15 minutes air conditioning equipment on buses with an occupancy of twelve or more persons” or “to operate heating equipment when the local temperature is thirty-two degrees Fahrenheit or below.”
 - (c) All Shuttle Buses coming to the Campus (including any subcontractors) shall refrain from double parking, keep one clear

lane of traffic open at all times, and otherwise obey all posted parking, stopping, and standing restrictions on streets surrounding the Campus.

- c) Discharging / Picking Up Passengers
 - i) Shuttle Buses transporting 36 passengers or less will be required to conduct drop-off/pick-up operations directly at the location of the program or event (meaning, specifically, that the Proposed Development's entry court shall not be used as a drop-off/pick-up location for programs or events being held at the Meridian or White Meyer houses).
 - ii) Occasionally, Shuttle Buses transporting more than 36 passengers will be required. These Shuttle Buses will be required to conduct drop-off/pick-up operations on 16th Street. In the event that these Shuttle Buses cannot utilize 16th Street, the Shuttle Bus Operator shall find another location for discharging passengers and shall not be permitted to utilize the Proposed Development's entry court, Belmont Street, Crescent Place, or the 17th Street roadways for discharging passengers.
 - iii) Meridian House and White Meyer House
 - (1) Meridian shall direct all Shuttle Buses to pull over to a curb when picking up and discharging passengers.
 - iv) New Meridian Space
 - (1) For Events in the New Meridian Space, Shuttle Buses shall be required to load and unload within the Proposed Development's entry court.
 - (2) Meridian shall direct all Shuttle Buses to use the Truck Routing Plan attached as Exhibit A, which directs trucks exiting the Proposed Development to turn left on Belmont Street towards 16th Street and then turn right on 16th Street.
 - (3) For all Events that require a Shuttle Bus, a traffic control operator ("Traffic Control Operator") shall be located within the entry court of the New Meridian Space.

11) VALET OPERATIONS

- a) All Meridian Spaces
 - i) For all Events, programs, or activities in excess of 100 people and less than 150 people, Meridian shall provide a Traffic Control Coordinator.
 - ii) For all Events, programs, or activities in excess of 150 people, Meridian shall require valet operations and other "assisted arrival", such as Shuttle Buses. In the event that valet operations are provided, the valet operator shall serve as the Traffic Control Coordinator. In the event that only Shuttle Buses are utilized, Meridian shall provide a Traffic Control Coordinator.
 - iii) Meridian shall maximize the use of all Meridian parking lots (i.e. the existing parking garage under Meridian Crescent and the proposed parking garage under

the Proposed Development) via directed parking at all other times. Meridian shall station an attendant at the garage entrance to provide access to the Meridian Crescent parking garage and to ensure garage security during those times the garage will be utilized for Events in the Meridian spaces.

- iv) Meridian shall encourage all guests to use carpooling or public transportation whenever feasible.
 - v) Meridian will continue to work with its consistent and vetted valet parking operators to ensure operations are staffed sufficiently to keep traffic flowing and minimize backups. It is understood that there may be exceptions beyond Meridian's control related to protective details for high-ranking officials.
 - vi) Meridian must obtain a valet permit from the District of Columbia for each Event, program, or activity that requires valet parking. The valet permit grants the use of a specified number of curbside parking spaces (3-8), depending on the size of the Event, program, or activity. Meridian will post the "No Parking" signs a minimum of three days in advance of the Event, program, or activity date, in accordance with District standards, and will remove them immediately following the Event, program, or activity.
 - vii) Prior to the issuance of building permit for the Proposed Development, Meridian shall provide for long-term contractual arrangements for satellite lots for Meridian functions at which their parking lots cannot fully accommodate guests' cars.
 - viii) Valet parking operators shall not be permitted to double park on streets surrounding the Campus, shall keep one clear lane of traffic open at all times, and shall otherwise obey all posted parking, stopping, and standing restrictions on streets surrounding the Campus.
 - ix) Meridian shall brief all valet parking operators with regard to noise limitations and no shouting.
 - x) Meridian shall direct all valet parking operators to not obstruct the entrances to Beekman Place, Meridian Crescent, or 1661 Crescent Place.
 - xi) When the proposed parking garage under the Proposed Development is being used for valet operations, egress to Belmont Street shall be permitted.
- b) New Meridian Space
- i) For Events, programs, or activities at the New Meridian Space that require a valet, the pick-up and drop-off activity shall be located within the Proposed Development's entry court.
 - ii) Meridian shall direct the valet parking operator to position a Traffic Control Operator at the entrance of the entry court to safely/efficiently guide traffic entering and exiting the entry court in order to prevent queuing along Belmont Street.

12) PARKING / PARKING LOTS:

- a) General Parking
 - i) All self-park traffic from the Meridian garage under the Proposed Development (including Meridian visitors, guests, and employees) shall enter from Belmont Street NW via the Entry Court and exit to Crescent Place NW, as shown on the Revised Design attached as Exhibit D. Gate arms or similar traffic control measures shall be installed to prohibit such vehicles from exiting onto Belmont Street. Notwithstanding the foregoing, when the garage is being used for valet parking, vehicles shall be permitted to exit onto Belmont Street.
 - ii) Meridian will make available to the residents and guests of the Community Parties, and the guests of the future residents of the Proposed Development the parking garage under the New Meridian Space. The parking garage will be made available after 7:00 PM until 8:00 AM on weekdays and at all times on weekends, subject to Meridian's Event schedule. The specific logistics for permitting access and permit allocations will be determined post-construction, prior to the issuance of the first certificate of occupancy for the Proposed Development, in cooperation with the Parties.
 - iii) Parking between the hours of 8:00 AM and 7:00 PM on weekdays is reserved for Meridian's visitors, guests, and employees.
 - iv) Neighborhood parking in the driveways, turnaround areas, and loading zones associated with each of the Meridian Spaces on the Campus is not permitted at any time.
- b) Guest and Employee Parking Management
 - i) Meridian shall charge employees subsidized rates to park on Campus as an effort to encourage employees who drive to work to park in the Meridian parking lots.
 - ii) To incentivize/encourage employees to take non-auto modes of transportation, Meridian shall:
 - (1) Subsidize employees who take public transit to work; and
 - (2) Offer a stipend to employees who bike to work.
 - iii) Guests are given the privilege of parking free of charge in all Meridian parking lots.
 - iv) Guests are encouraged to use carpooling or public transportation whenever feasible.

13) GENERAL TRAFFIC CONTROL

- a) Meridian shall update the geolocation of the New Meridian Space's address on Google and other websites to be located within the Proposed Development's entry court. Meridian shall encourage all guests being dropped off at the New Meridian Space to utilize the Proposed Development's entry court for any pickup and drop off.

14) LITTER AND MAINTENANCE

- a) Removal of Snow from Sidewalks
 - i) Meridian shall shovel the entire width of the sidewalks, including ramps to crosswalks, adjacent to the Meridian House and White-Meyer House within the first 8 hours of daylight after the ceasing to fall of any snow or sleet in accordance with DC Code § 9-601.
- b) Removal of Litter from Area
 - i) Meridian will continue to keep the area adjacent to the Meridian House and White-Meyer House grounds free of litter.

15) COMMUNICATION/RESOLUTIONS

- a) Event Notification
 - i) Meridian will continue to email a list to the Community Parties with Evening Events, Weekend Events, and any additional Events, programs, or activities that require valet services, for the following month no later than the 25th of each month for the following month. The list will continue to be provided in the format noted below:
 - (1) Date
 - (2) Time (start/end)
 - (3) Valet parking provided (Y/N)
 - (4) Transportation Plan for events (Shuttle bus, Vans, etc.)
 - (5) Location (i.e. historic campus or New Meridian Space)
 - (6) Range in the number of guests
 - (7) Accounting of the previous month's Events
 - (8) Accounting of Events year to date
 - ii) Any updates to the schedule will be emailed to the Community Parties at least ten (10) days in advance of the Event, program, or activity, except in exceptional circumstances beyond Meridian's control.
 - iii) Information related to the Meridian Ball will be sent at least two months prior to the Meridian Ball.
- b) Report Point for Neighborhood Comment
 - i) Meridian has established a "hotline" neighbors can use to report a concern at neighbors@meridian.org or (202) 939-5535. Meridian shall designate a neighborhood liaison manager (the "Neighborhood Liaison Manager") responsible for monitoring the "hotline" and promptly responding to any concerns that are reported. Through use of the email or phone number, any

complaint will go to the Neighborhood Liaison Manager, as well as the Meridian Event Manager and the Vice President of Human Resources & Administration.

- ii) In addition, Meridian will keep a log of all emails and phone calls to the “hotline” and will provide a log of the emails and phone calls to the representatives of the Community Parties each month. For each concern, an explanation of actions taken to rectify the concern will be provided.
 - iii) Meridian shall continue to be a good neighbor and cooperate with the Community Parties to rectify any issues of concern.
- c) Meridian Community Partnership
- i) The Community Parties shall establish the Meridian Community Partnership (“MCP”) as a forum for collective discussion regarding on-going community related issues. The MCP shall have a steering committee comprised of a designated representative from Meridian as well as Meridian Crescent, 1661 Crescent, Beekman, the 17th Street Neighbors, and the future homeowners’ association of the Proposed Development (the “MCP Steering Committee”). The MCP Steering Committee shall meet on no less than a semi-annual basis to discuss ongoing issues and concerns regarding this MOU, as well as proposed improvements and remediation. ANC 1C shall be invited to participate in the MCP as well.
 - (1) Members of the MCP Steering Committee have the right to call for a meeting at any time. Such meeting shall normally occur not less than 72 hours of the initial request. However, in the case of a meeting regarding a complaint or violation of this MOU, such meeting shall be scheduled as set forth in Section 15(c)(iii) below, and in the case of multiple complaints, violations, or other issues and concerns, the parties shall work together to consider items at a single meeting, with the goal of encouraging a thoughtful and comprehensive review of such issues.
 - (2) A minimum of three (3) MCP Steering Committee members must be present to establish a quorum.
 - ii) Meridian will make every effort to include Community Parties in its programs, activities, and Events. These open events will be identified in the monthly email to the Community Parties.
 - iii) The following procedure is provided to facilitate resolution of complaints by the neighbors working directly with Meridian and its representatives.
 - (1) An initial complaint shall be made in accordance with Section 15.b above.
 - (2) The complaint shall be presented to the MCP Steering Committee for a determination as to whether Meridian has violated the terms of the MOU.
 - (3) If the MCP Steering Committee determines by a majority vote that one or more violations of the MOU have occurred, then the MCP Steering Committee shall make a determination as to whether the violation(s) constitute a fine. In making such determination, the MCP Steering Committee shall consider factors such as the nature and degree of the

violation, whether the violation is repetitive in nature, and the efforts by Meridian to resolve the issue. In the event of a split vote, the MCP Steering Committee will continue to discuss until a decision is made by a majority vote of all MCP Steering Committee members.

- (4) Meridian shall be allowed three violations, including resolved complaints, of the MOU per year prior to institution of a fine. Upon a fourth violation of the MOU, Meridian shall pay a fine in the amount of \$500.00 to be split evenly between Mary's Center and Sitar Arts Center. Other 501(c)(3) charities may be substituted by the MCP. Notwithstanding the foregoing, the total fines paid by Meridian shall not exceed \$7,000.00 per year (the "Cap"). For all infractions that exceed the \$7,000 per year limit, the MCP Steering Committee reserves its right to bring the issue to another appropriate forum, including but not limited to the Department of Consumer and Regulatory Affairs for enforcement of provisions of this MOU that are also conditions of the zoning order approving the Project.
- (5) If Meridian reaches the Cap, the MCP Steering Committee shall meet within two weeks of Meridian reaching the Cap to discuss what additional mitigation measures should be imposed to address repetitive and ongoing violations.

16) NO OPPOSITION TO BZA APPLICATION NO. 19689

- a) Subject to the provisions of this MOU and adherence to those provisions by the Community Parties:
 - i) The Community Parties shall take no action to oppose or object to the BZA Application and the related application to the Public Space Committee for concept approval of the Proposed Development, in their capacity as the condominium or co-op association of each Community Party.
 - ii) The Community Parties shall take no action to cause or support any appeal of the BZA Application or Public Space Committee approval submission, in their capacity as the condominium or co-op association of each Community Party
- b) Meridian shall request the incorporation of this MOU into the Board of Zoning Adjustment's order on this case.
- c) Signatories will include:
 - i) The authorized representative of each condominium or co-op board association for the Community Parties, binding each association as set forth above (not the individuals of the property or individuals of the condominium or co-op board)
 - ii) A list of the working group members is attached as Exhibit C for informational purposes.

17) MODIFICATION

- a) No modification of this MOU shall be valid unless made in writing and duly executed by authorized representatives of the Signatory Parties.

18) COUNTERPARTS

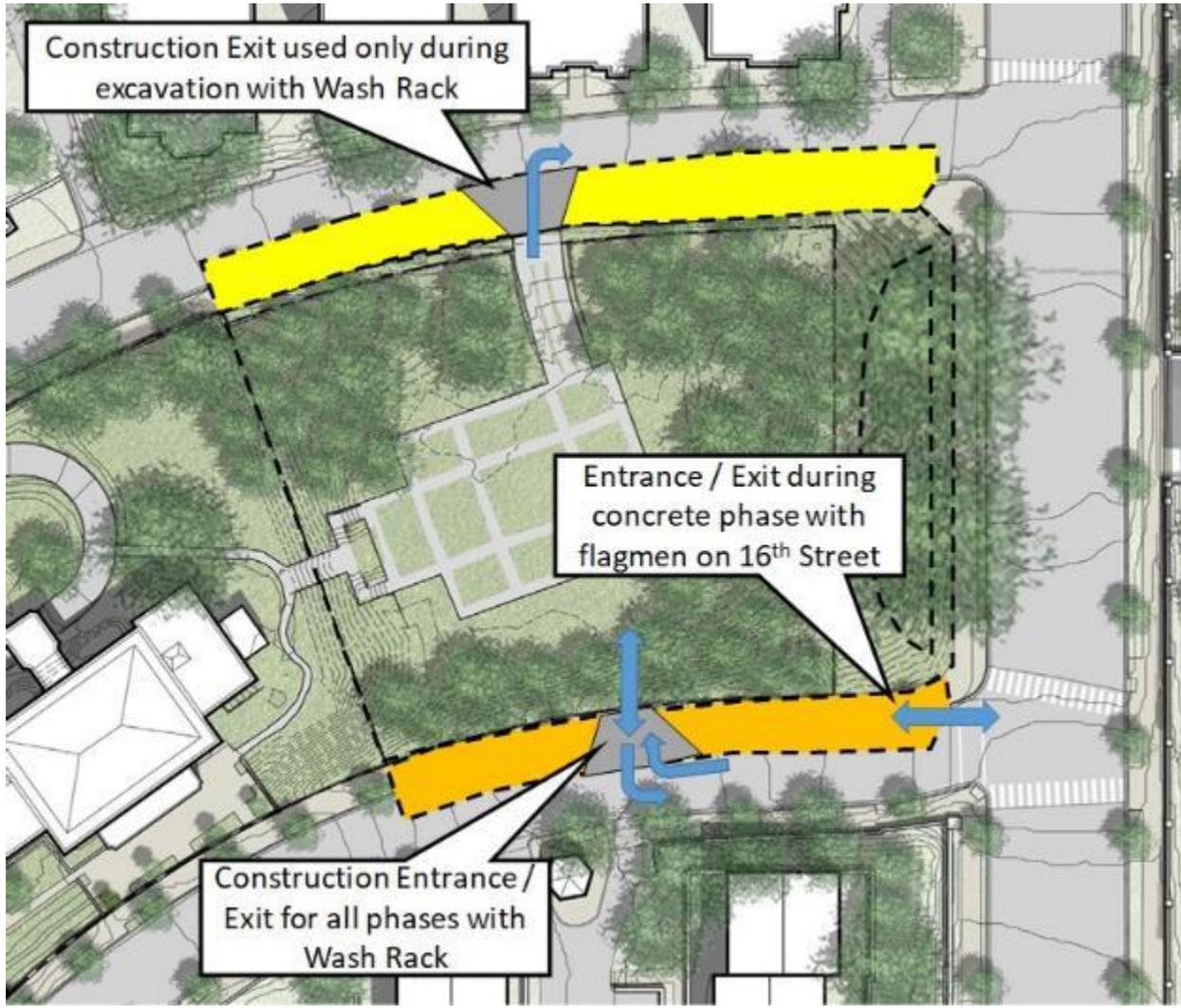
- a) This MOU may be executed in counterparts and via original or facsimile signature.

19) NO THIRD PARTY BENEFICIARY

- a) This MOU is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary.

IN WITNESS WHEREOF, the Signatory Parties hereto have executed this Memorandum of Understanding as of the day and year ___ day of _____, 2018.

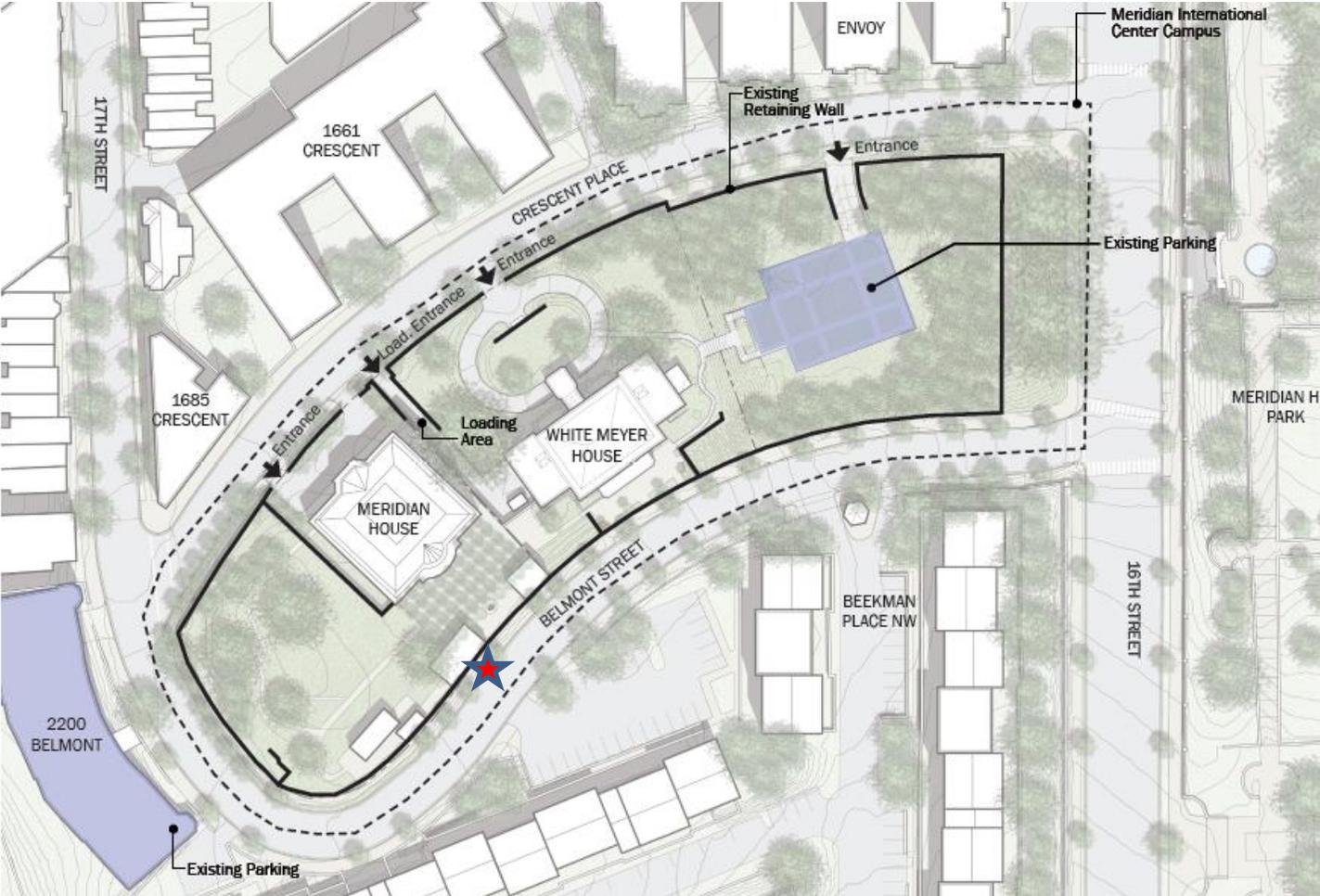
Exhibit A: Truck Routing Plan



LEGEND:

-  Construction Exit Used Only During Excavation / Concrete Activities. Layback Area Used Through Entire Construction Period.
-  Construction Entrance / Exit Used During Entire Construction Project. Layback Area Used Through Entire Construction Period.

Exhibit B – Loading Docks and Zone



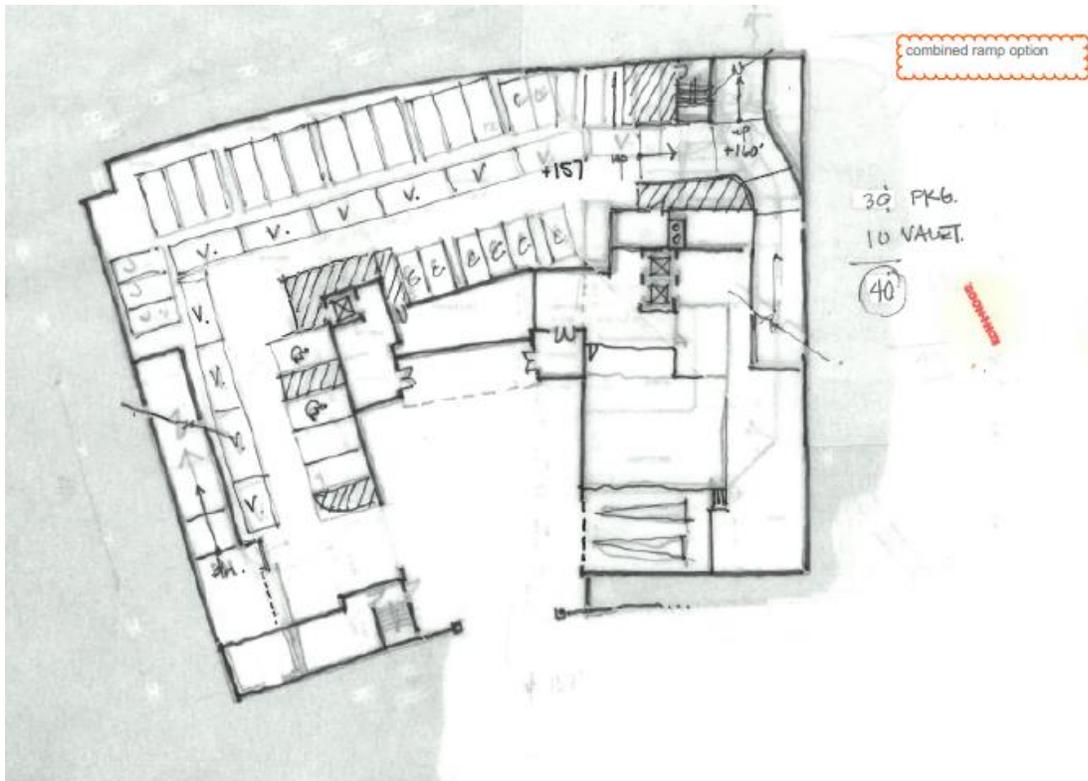
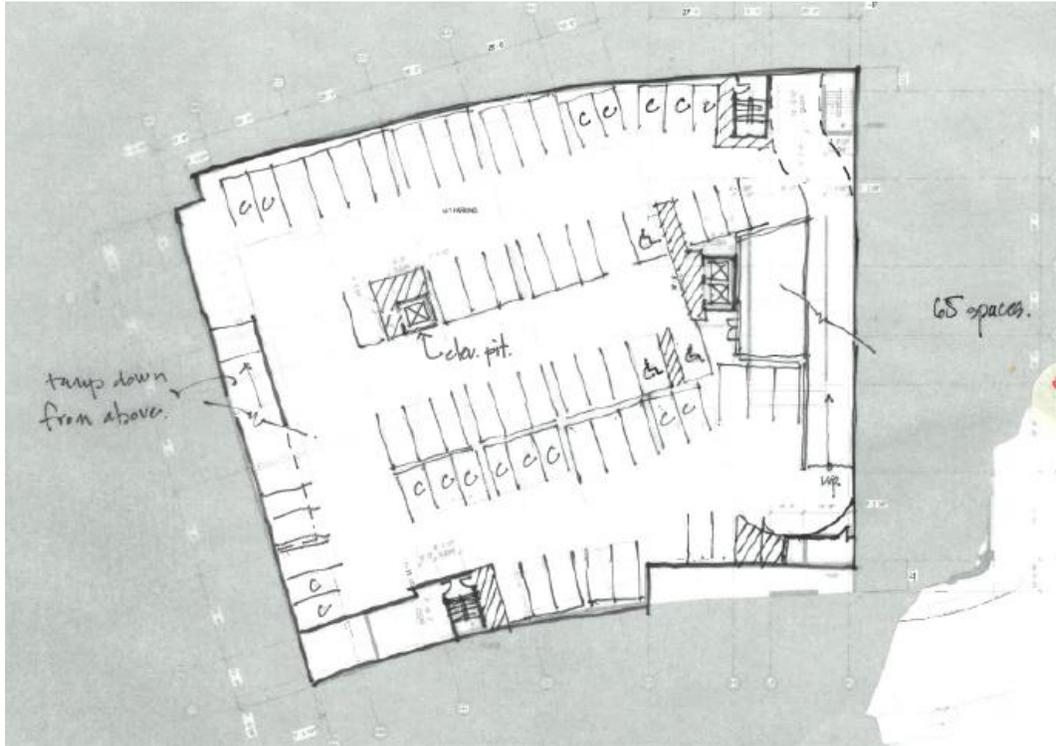
★ = Location of on-street commercial loading zone

Exhibit C: List of Working Group Members
Sorted alphabetically by location of residence

Last	First
Boettrich	Kathie
Mandel	Lawrence
McPeck	Steve
Perry	Amanda Fox*
Quinnan	Pete
Rumsey	Dave
Schmid	Carl
Springs	Ernest
Topolsky	Janet
Weiss	Bob

* Also the elected representative for Advisory Neighborhood Commissioner 1C08.

Exhibit D: Revised Plans





20'-0" wide opening aligns with facade above and improves vehicle/pedestrian sight lines.

NORTH ELEVATION

2 NORTH ELEVATION - GARDEN APARTMENTS