

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 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, “Community Parties”) hereby seek to address issues and concerns regarding the construction of the Proposed Development; and

WHEREAS, the Developer will engage a fully licensed and insured general contractor (“Contractor”) to construct the Proposed Development and the Developer will require that the Contractor adhere to the terms and conditions of this MOU; 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, “Signatory Parties”) seek to enter into the MEMORANDUM OF UNDERSTANDING (the “MOU”) to confirm understandings and agreements between them regarding the construction of the Proposed Development.

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) COMMUNICATION.

- a) Contractor will provide the Community Parties and Meridian with the name and telephone/pager number and email address of a primary point of day-to-day contact (“Construction Ombudsman”) to be distributed only to and solely used by the board members of or people designated by the Community Parties during pre-construction and construction activity on the Property.
- b) The Construction Ombudsman will be onsite at all times during Construction Hours and be able to respond to and resolve potential problems associated with noise, erosion, trash/construction debris, security, and other construction-related issues.
- c) The Contractor will provide a planned monthly one (1) hour tour of the construction progress for the Community Parties.
- d) The Contractor will establish a website to provide regular updates of upcoming construction activities, periods of expected acute construction activity that may impact the surrounding area and anticipated Saturday work. The website will include the contact information for the Construction Ombudsman that will be onsite.
- e) The Contractor will email the Community Parties within 48 hours of any upcoming acute activity.

2) PRE-CONSTRUCTION SURVEY.

- a) Prior to any grading or excavation work on the Property, Developer will provide each owner within the Community Parties with the opportunity to perform a survey [consisting of inspections and video survey] (“Survey”) to document the current exterior condition of properties (the "Surveyed Properties").
- b) Prior to any grading or excavation work on the Property, Developer will provide Meridian with the opportunity to perform a Survey to document the current interior and exterior condition of the White Meyer and Meridian Houses (the "Meridian Surveyed Properties").
- c) Developer will pay for the Survey, which will be completed within two weeks prior to any grading, excavation or other construction activity being performed on the Property.
- d) The Survey must be date stamped and performed by a 3rd party surveyor with a minimum of ten (10) years of experience conducting such Survey (“Surveyor”).

- e) Owners of the Surveyed Properties and the Meridian Surveyed Properties (collectively, the "Owners") are entitled to provide evidence of the existing exterior or interior condition of their property, which shall be included in the Survey.
- f) Developer will furnish to each of the Owners a copy of the Survey relating to their home when the Survey is completed.
- g) Developer or the Surveyor will notify the Owners, in writing, of the opportunity to have a Survey conducted by the Surveyor. The Owners shall be provided a reasonable period of time to respond to such notice, to respond to the Surveyor's reasonable request for access to the Owner's property, and to respond to other reasonable requests of the Surveyor.

3) CONSTRUCTION HOURS

- a) Monday through Friday: 7:00 AM to 7:00 PM. Heavy machinery use that generates sound levels in excess of 90 decibels (90 db) and any construction related vehicles weighing over five tons (i.e. a box truck) coming to and from the site must end at 5:00 PM.
- b) Saturday: Construction is permitted as follows:
 - i) Excavation and Sheeting and Shoring Phase: Contractor will not work on Saturdays except where limitations on work during the week requires work on Saturdays to meet the requirements of construction teams to meet a 40 hour work week. In the event that construction must occur on Saturdays during the Excavation and Sheeting and Shoring Phase, it will be limited to the hours of 9:00 AM to 3:00PM.
 - ii) Concrete Phase: 9:00 AM to 3:00 PM.
 - iii) Other Exterior Work Phase (i.e. hanging façade, glass, etc.): 9:00 AM to 3:00 PM.
 - iv) Interior Construction Activities: 7:00 AM to 7:00 PM.
- c) Sunday: No construction, except in emergencies and/or by Special Permit issued by DCRA
- d) No construction activity will be permitted on the dates of the Meridian Ball, and the immediately following Saturday.
- e) No construction activity will be permitted on Federal Holidays and Federal Holiday weekends that DDOT has identified as a no construction workday.

- f) Contractor will be responsible for finding off-site staging areas in the morning for any truck arrivals prior to 7:00 AM. No trucks may arrive and stage prior to 7:00 AM.
- g) Any tree removal work will not occur on Saturdays.

4) COMPLIANCE WITH APPLICABLE D.C. BUILDING CODE PROVISIONS

- a) Developer will satisfy all District of Columbia municipal regulations related to construction start and stop times and permitted noise/decibel levels. Developer shall make good faith efforts to limit work that is likely to disturb the residents of the neighborhood adjacent to the Property to weekdays except where limitations on work during the week requires work on Saturdays.
- b) Contractor will maintain a decibel meter onsite at all times to monitor compliance to the Construction Hours. If decibel levels are exceeded, the Contractor will identify the source and alleviate the problem ASAP.
- c) Developer agrees to purchase a decibel meter for the Beekman guardhouse to monitor compliance to the Construction Hours. If decibel levels are exceeded, Beekman will notify the Construction Ombudsman who will then identify the source and alleviate the problem ASAP.

5) CONSTRUCTION STAGING

- a) Developer has provided a Site Utilization Plan attached as Exhibit A, which details the removal of on-street parking, removal of sidewalks and staging areas during the various phases of construction.
- b) Outside of the Construction Hours, Developer shall not permit construction activity on the Property that requires the movement of heavy vehicle traffic or other significant traffic to, or from, the Property or which otherwise generates sound levels in excess of 60 decibels (60 db) or otherwise is likely to significantly disturb the residents of the neighborhood near the Property.
- c) Subject to DDOT review and approval, during the construction period, Developer agrees to utilize and/or remove from public use those parking spaces as shown in the attached Exhibit A.

- d) Developer will utilize the closed parking lane(s) adjacent to the Property to the greatest possible extent for construction staging and delivery truck queuing in order to facilitate unimpeded traffic flow on Belmont Street and Crescent Place and will not double park vehicles on the street.
- e) Upon completion of the parking garage levels and the entry court of the Proposed Development, Developer will utilize these parking levels to the maximum possible extent for the staging of construction materials.
- f) Developer agrees to give back those parking spaces removed from public use as shown on Exhibit A as early as possible to the neighborhood once the Contractor no longer needs those spaces to conduct the construction activities.
- g) Developer shall direct all construction trucks to use the Truck Routing Plan attached as Exhibit B.

6) CRANE SWING

- a) Developer will erect a tower crane(s) and the boom(s) of which may swing over the Meridian property or the property of the Community Parties.
- b) Developer agrees to erect the tower crane(s) during the weekend only.
- c) Developer shall not swing loads over the Meridian property or the property of the Community Parties.
- d) Developer will provide advance notice of at least one month prior to any such installation.

7) STORMWATER MANAGEMENT

- a) Consistent with the requirements of D.C. law and municipal regulations (DCMR, Title 21), plans for Proposed Development shall incorporate a plan for effective stormwater management. To the greatest extent possible, Developer shall implement stormwater-management measures (e.g., low-grade slopes, erosion-resistant ground cover, centralized stormwater conveyance and collection facilities) that minimizes both runoff to adjacent properties and standing water on the site of the Proposed Development and protects the Chesapeake Watershed.

8) SITE PROTECTION

- a) Developer agrees to install a minimum 8' tall chain link fence with black mesh to block views of the construction site located in between the site of the Proposed Development and the White Meyer House prior to commencing any work in order to protect the White Meyer House. After completion of construction, the Developer will remove the fence. Fence removal work will also include removal of any below-grade poured concrete that supports the fence's metal posts.
- b) Contractor will install lighting within the building shell for security purposes. Developer agrees that there will be no outward facing lights during construction.
- c) The Contractor will have either physical and/or electronic security on-site at all times during non-Construction Hours.

9) THROUGH TRAFFIC ON BELMONT, 17th STREET AND CRESCENT PLACE.

- a) Developer agrees that through traffic on the Belmont Street, 17th Street and Crescent Place shall not be obstructed.
- b) Contractor will utilize flagmen or other appropriate mechanisms to manage traffic and incoming/outgoing construction vehicles as a result of constructing the Proposed Development.
- c) Contractor will utilize flagmen at the 16th Street and Belmont Street intersection during the Concrete Phase for all incoming/outgoing concrete trucks.

10) REPAIR TO DAMAGE TO ADJACENT STREETS AND SIDEWALKS

- a) Developer (through its Contractor, required utility deposits and/or D.C. Water) shall be responsible for the prompt patching of any damage to adjacent road and/or sidewalk surfaces that creates unsafe conditions caused by its construction activities (exclusive of normal wear and tear and general public use of such street and/or sidewalk).
- b) Developer agrees that after construction of the Proposed Development is complete that it will restore any damaged adjacent roadway and/or sidewalk surfaces to its pre-construction condition.

11) CLEANLINESS

- a) Contractor shall be required to maintain a clean work-site and surrounding public streets, including removal of trash, dirt and mud, and other debris from construction activities (“Debris”) at the end of each workday.
- b) Contractor agrees to remove any adjacent road hazards immediately.
- c) No construction related trash or materials will be deposited in the private trash cans belonging to the residents.
- d) Contractor agrees that it will inspect the adjacent road and sidewalks for any hazardous Debris (and, if necessary, remove) at least two (2) times per day.
- e) Contractor agrees that the wheels of all dump trucks and concrete trucks will be washed down prior to leaving the construction site.
- f) Contractor will take the proper precautions to control pests and rodents.
- g) Contractor agrees to regularly clean and maintain the port-a-john(s) as well as screen the port-a-johns from view from the adjacent sidewalk.

12) PROTECTION OF LANDSCAPING.

- a) Contractor will protect all adjacent street trees to the Proposed Development that are to remain post-construction as shown in the area on Exhibit D during construction, including the protection of all trees, shrubbery and other landscape material.
- b) Developer will utilize the services of a licensed and insured arborist/tree removal expert, see section 13 below, to ensure the protection of the two trees on 16th Street and any other street trees that are planned to remain.
- c) Contractor will repair and/or replace in kind any plant or tree located on abutting properties sustaining damage as a result of construction of the Proposed Development, as determined by the arborist.
- d) Developer acknowledges that the two willow oaks on 16th Street (“Willow Oaks”) are protected by the 2016 Heritage Tree provisions and that if they die during the first three (3) years post-construction then the Developer would face a fine equal to \$300/circumference inch. The current circumference of the Willow Oaks are 40” and 36” respectively. In addition to such fine, Developer agrees to post a \$25,000 Tree Protection Bond for five-

years following substantial completion of the Proposed Development. Any replacement tree must be approved by the City Arborist.

- e) Subject to Public Space and any other governmental agency approval, Developer agrees to plant a street tree in the location of the Crescent Place curb cut that will be closed post-construction.
- f) Subject to DDOT review and approval, Developer will protect and retain the existing street trees adjacent to the Proposed Development located on both Belmont Street and Crescent Place.

13) INDEPENDENT ARBORIST. Developer agrees to retain an independent, certified arborist to:

- a) Examine all trees on or adjacent to the Property that are to remain post-construction;
- b) Identify and tag those trees requiring removal as a result of erosion problems;
- c) Identify & tag all trees that can be saved as part of the Proposed Development's overall landscape plan;
- d) Approve the plan to protect the two 16th Street trees;
- e) Identify appropriate species for planting on the Property.

14) PROTECTION OF ADJACENT PROPERTIES. Developer agrees to the following:

- a) Developer will protect, adjacent/adjoining properties and vehicles during construction.

15) CONSTRUCTION PARKING

- a) Developer acknowledges that vehicular parking is extremely limited in the area near the Proposed Development and that to minimize the impact of construction on residents, agrees to require the Contractor and their employees to park in commercial facilities so as to not occupy Residential Parking or Residents Only parking spaces in the neighborhood adjacent to the Proposed Development.
- b) Developer shall encourage the use of public transportation and carpooling by the Contractor and subcontractors during the course of the Proposed Development.

- c) Upon completion of the parking garage levels of the Proposed Development, Developer will utilize these parking levels to the maximum possible extent for construction worker parking.
- d) Prior to the occupation and removal of any on-street parking for construction staging or traffic control purposes, Developer commits to find replacement parking for the actual number of lost on-street only parking spaces until such parking space(s) is given back to the neighborhood for public use. The actual number of parking spaces lost will be confirmed via a field study prior to commencement of construction. Since the Developer does not control a commercial parking facility to accommodate these lost spaces, Developer agrees to pursue parking options in the following priority:
 - i) Developer will use commercially reasonable efforts to find replacement parking in a commercial parking facility located within the area bounded by V Street, 18th Street, Columbia Road, and 16th Street (the “Parking Radius”) that is unreserved and open to the public on a 24/7 basis.
 - ii) If Developer is unable to find parking available on a 24/7 basis that is unreserved and open to the public, then Developer will use commercially reasonable efforts to find replacement parking in a commercial parking facility located within the Parking Radius that is administered through a short term parking lease but available for use on a 24/7 basis.
 - iii) If Developer is still unable to find replacement parking, then the Developer will work with Meridian to make available to the residents and guests of the Signatory Parties its spaces in the Meridian Crescent parking garage subject to the approval of the Meridian Crescent Garage Board (“MCG Board”). The logistics, security and hours of the parking availability will be determined at a later date with the cooperation of the MCG Board and Meridian.
 - iv) For any parking option identified above, the Developer shall:
 - (1) Provide the Signatory Parties with notice and an opportunity to comment on the location and type of parking identified as potential replacement parking under Sections 15(d)(i) and 15(d)(ii); and
 - (2) Coordinate with the Signatory Parties to review the logistics and operation of the parking arrangement, and the Signatory Parties shall be responsible for developing a process to identify the parkers that will use such spaces or otherwise distributing rights of access to such spaces.

16) MERIDIAN USE – PARKING DURING CONSTRUCTION OF THE PROPOSED DEVELOPMENT

- a) Off-Site Parking
 - i) Meridian hereby agrees to lease off-street parking spaces as needed for events during the Proposed Development’s construction period. The construction period is defined

as the period lasting from the first day the parking spaces located on the Property are made inaccessible by construction, to the date that Meridian takes possession and is able to use the parking spaces to be built as part of the Proposed Development.

- ii) Meridian hereby agrees to actively direct and encourage to utilize the provided off-street parking, through the direction of personnel and the use of signs, invitation direction, program notices, or website notices.

b) Meridian Crescent Garage

- i) Meridian hereby agrees to utilize an attendant, on an as needed basis, to maximize the use of parking spaces at the Meridian Crescent garage to achieve full capacity of the spaces.
- ii) Meridian hereby agrees to 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.

c) Valet Parking

- i) Meridian hereby agrees that whenever valet parking is utilized, the vehicles will not be parked on Belmont Street, Crescent Place, or 17th Street. Meridian hereby agrees to make every effort to insure that valet attendants comply with the valet parking provisions of D.C. Official Code Section 47-796.
- ii) Meridian hereby agrees they will utilize a reasonable amount of valet parking attendants pursuant to the size of event requiring valet parking service, especially with the goal of avoiding the backup of guest vehicles on the street awaiting valet service. Meridian will also utilize the temporary valet loading/unloading zones as granted by the valet permit to assist in expediting the guest arrival and departure process.

17) MISCELLANEOUS

- a) Subject to DDOT/HPRB review and approval, Developer agrees not to install a brick paver sidewalk adjacent to the Proposed Development.
- b) Developer agrees to ensure safe temporary crosswalk conditions with ramps and temporary striping.
- c) Prior to the commencement of construction and subject to DDOT review and approval, Developer agrees to install a temporary traffic signal at the intersection of 16th and Belmont during the construction period. If DDOT will not agree to a traffic signal, Developer will request that DDOT install a signal detector on Belmont Street, which would call the green signal on Crescent Place, thereby creating a gap in traffic on 16th Street to facilitate egress

movements from Belmont Street. Installation of such improvement is subject to DDOT approval.

- d) Prior to the commencement of construction and subject to DDOT review and approval, Developer agrees to install two-way striping down the middle of the two-way section of Belmont. Developer agrees to relocate the striping post-construction if necessary and approved by DDOT to the middle of the travel lane.
- e) Prior to the commencement of construction and subject to DDOT review and approval, Developer will remove crosswalk striping going across 16th Street at the Belmont intersection and replace it with the “Do Not Block the Box” pavement markings and signage.
- f) Prior to the commencement of construction and subject to DDOT review and approval, Developer agrees to install a “No Trucks Over 7,000 lbs. Gross Vehicle Weight” sign at the intersection of 17th Street and Crescent to prohibit trucks travelling north on 17th Street.
- g) Prior to the commencement of construction and subject to DDOT review and approval, Developer agrees to install pavement markings at the Crescent and 16th Street intersection identifying individual left and right turn lanes.
- h) Prior to the commencement of construction and subject to DDOT approval, Developer will request from DDOT to convert the south side of Belmont Street, the north side of Crescent Place, and the west side of 17th Street south of Crescent Place (i.e. the “outer ring”), to Zone 1 Resident Permit Parking Only for 24 hours a day, with the opposite sides of the street designated as to two-hour parking from 7:00 AM to 8:30 PM, with Zone 1 permit holders exempted. Upon the completion of construction, Developer will request that DDOT revert the north sides of Belmont Street and Crescent Place, and the west side of 17th Street south of Crescent Place, to Zone 1 Resident Permit Parking Only from 7:00 AM to 9:30 PM (i.e. the same as currently exists as of the date of this MOU), with the opposite sides of each street reverting to two-hour parking from 7:00 AM to 8:30 PM, with Zone 1 permit holders exempted.

18) CONTINUING OPPORTUNITIES FOR COMMENT

- a) Developer will facilitate periodic courtesy reviews for Community Parties during the Proposed Development construction process.

19) NO OPPOSITION TO BZA APPLICATION NO. 19689

- a) Subject to the provisions of this MOU and adherence to those provisions by the Signatory Parties:
 - i) The Signatory 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 Signatory Party.
 - ii) The Signatory 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) Developer shall request the incorporation of this MOU into the Board of Zoning Adjustment's order on this case.
- c) Developer will require that the Contractor adhere to the terms and conditions of this MOU.
- d) Signatories will include:
 - i) The authorized representative of each condominium or co-op board association for the Signatory 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 E for informational purposes.

20) MODIFICATION

- a) No modification of this MOU shall be valid unless made in writing and duly executed by authorized representatives of the Signatory Parties. Developer may transfer or assign this MOU to an affiliate of Developer and to other successors and assigns.

21) DISPUTE RESOLUTION AND ENFORCEMENT

- a) Meridian Community Partnership: The Meridian Community Partnership ("MCP") will operate 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 each of 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”). During construction of the Project, the MCP Steering Committee shall meet on a monthly basis at a minimum 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, but only the Community Parties shall be members of the MCP Steering Committee. The Construction Ombudsman shall also attend all meetings of the MCP Steering Committee during construction.

- b) The MCP shall also provide an opportunity for broad community participation on an issue-by-issue basis.
- c) **Dispute Resolution:** The following procedure is provided to facilitate resolution of complaints by the residents of the Community Parties that have not been resolved working with directly with the Construction Ombudsman.
 - i) An initial complaint shall be made to the Construction Ombudsman, with a copy to the Developer, pursuant to Paragraph 1.
 - ii) If the complaint is not resolved by Construction Ombudsman within 24 hours from the time of complaint, then the complaint shall be presented to the Developer for resolution. The Developer shall use good faith efforts to resolve the issue, and shall consider directing its Contractor or other agents to alter or modify its operations in order to avoid repetitive violations.
 - iii) The complaint shall be presented to the MCP for a determination as to whether the Developer has violated the terms of the MOU.
 - iv) The MCP shall meet within two weeks of the complaint referral to the MCP. A minimum of three (3) MCP Steering Committee members must be present to establish a quorum. If the MCP determines by a majority vote of those present that one or more violations of the MOU have occurred, then the MCP shall make a determination as to whether the violation(s) call for the imposition of a fine. In making such determination, the MCP shall consider factors such as the nature and degree of the violation, whether the violation is repetitive in nature, and the efforts by the Construction Ombudsman and Developer 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.
 - v) The Developer (including its Contractor, subcontractors, and other agents) shall be allowed three violations of the MOU per year prior to institution of a fine. Upon a fourth violation of the MOU, the Developer shall pay a fine in the amount of \$500.00 for such violation and each subsequent violation to be split evenly between Mary's

Center and Sitar Arts Center. Other 501(c)(3) charities may be substituted by the MCP.

- vi) If the total fines paid by the Developer reaches \$20,000 in one year:
 - (1) The Community Parties shall be afforded the right to meet with the Construction Ombudsman on a weekly basis to review compliance with this MOU until the MCP determines that violations have been substantially reduced.
 - (2) The amount of each fine doubles to \$1,000, up to a total of \$40,000 per year (the “Cap”). For purposes of this condition, each year shall be measured from the date of the commencement of construction activity.

- vii) If the Developer reaches the Cap, any one of the Community Parties may elect to initiate an arbitration to determine what additional mitigation measures should be imposed to address repetitive and ongoing violations. If arbitration is elected by a Community Party pursuant to this subsection (“Moving Party”), the following provisions apply:
 - (1) The MCP will appoint an Arbitrator from time to time by mutual consent, who will interpret and enforce the Construction MOU. If initially, or on subsequent occasions, the parties to this arbitration cannot agree on an arbitrator, the arbitrator will be chosen by the MCP from three names supplied by the American Arbitration Association in accordance with the ranking given them by Meridian, Developer, and the Moving Party. The appointment will be renewable annually by consent but the Arbitrator will continue to serve until his successor is selected and qualified.
 - (2) On as expeditious a schedule as possible, but no later than 30 days following the filing of a complaint, the Arbitrator will conduct a proceeding where, with minimum formality, the Arbitrator will hear and determine the complaints, decide whether relief should be granted, and issue an appropriate order. The ruling of the Arbitrator shall be made within 30 days after the conclusion of the hearing and shall be binding and conclusive and not be subject to appeal. It may be entered by any party as a judgment under D.C. Code §§ 16-4310, 4311, or 4312 and be enforceable through the Superior Court of the District of Columbia as provided by D.C. Code § 16-4313, as amended from time to time.
 - (3) If the arbitrator rules against the Developer in a substantial element, the Arbitrator may choose to direct the Developer to pay the Arbitrator’s fees and the legal fees of the Moving Party. If such a proceeding results in a ruling in favor of the Developer, the Arbitrator’s fees shall be paid one-half by the

Moving Party and one-half by the Developer, with each party bearing its own legal fees. However, if the Arbitrator determines that the position of the Community Parties was frivolous, the Arbitrator may choose to impose the Arbitrator's fees and the Developer's legal fees on the Moving Party. For results not covered here, the Arbitrator will decide in accordance with the general intent of this paragraph and his or her decision will be binding.

22) COUNTERPARTS

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

23) 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.

[Signatures on following page]

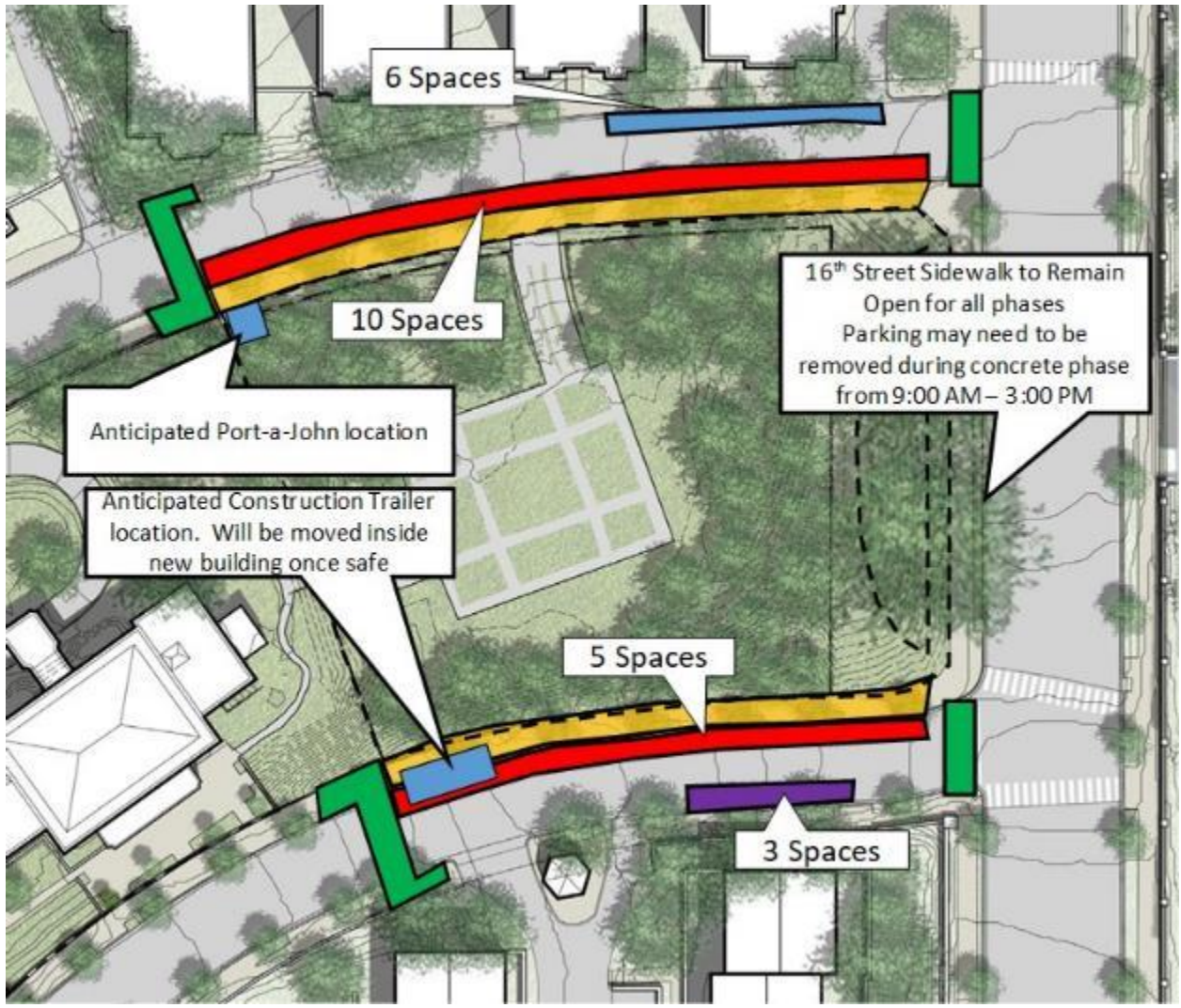
IN WITNESS WHEREOF, the Signatory Parties hereto have executed this Memorandum of Understanding as of the day and year ___ day of _____, 2018.

AGREED AND ACCEPTED:

By: _____ Date: _____

Community / Party: _____ Its: _____

Exhibit A: Site Utilization Plan








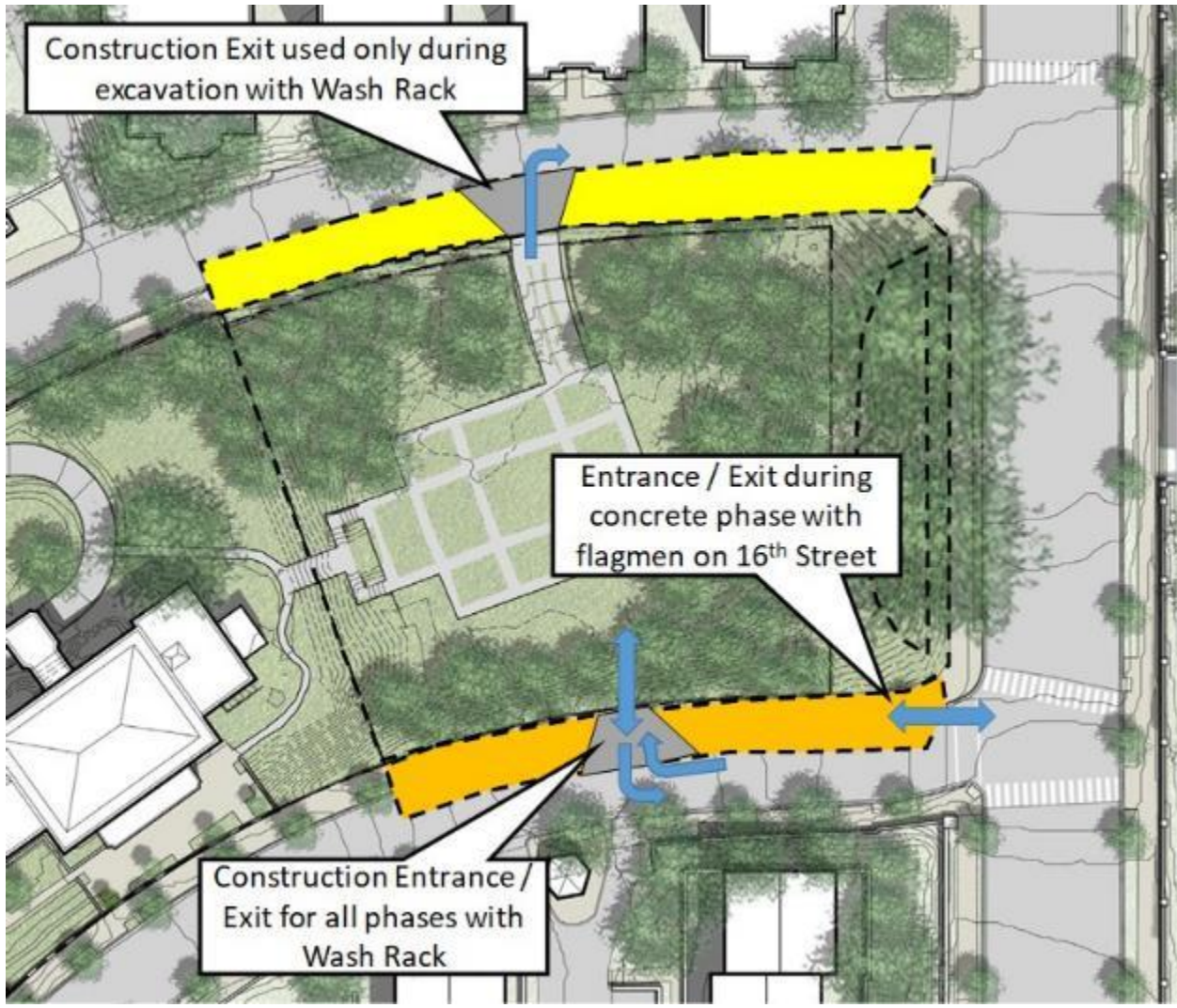
| LEGEND: | |
|---|---|
|  | Temporary Crosswalk During Construction |
|  | Sidewalk Closed During Construction |
|  | Parking Removed During Excavation Activities Only (~1 months. Will give back as soon as possible) |
|  | Parking Removed During Entire Construction Project (Will give back as soon as possible) |
|  | Parking removed permanently |

Exhibit B: 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 C: Community Parties

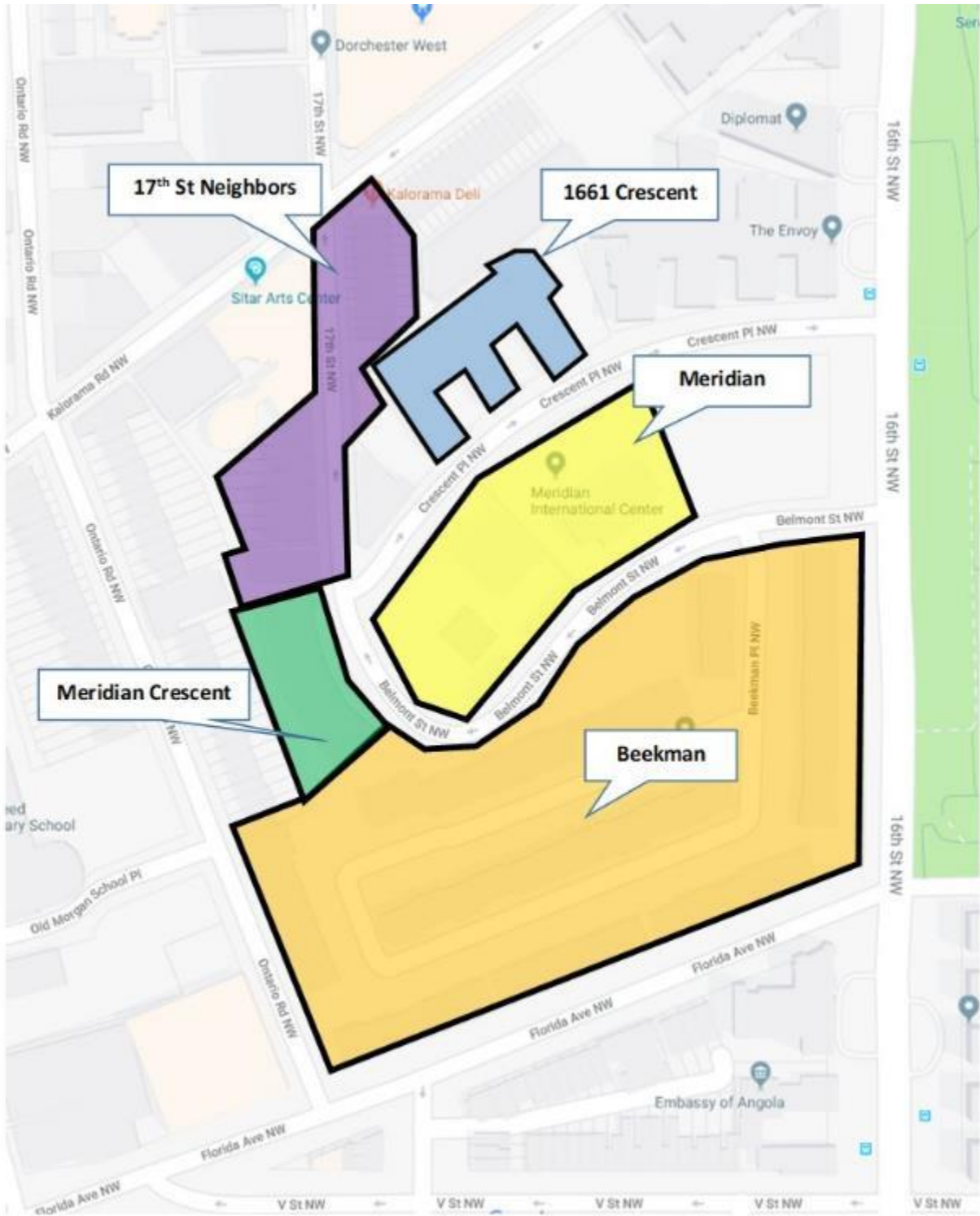
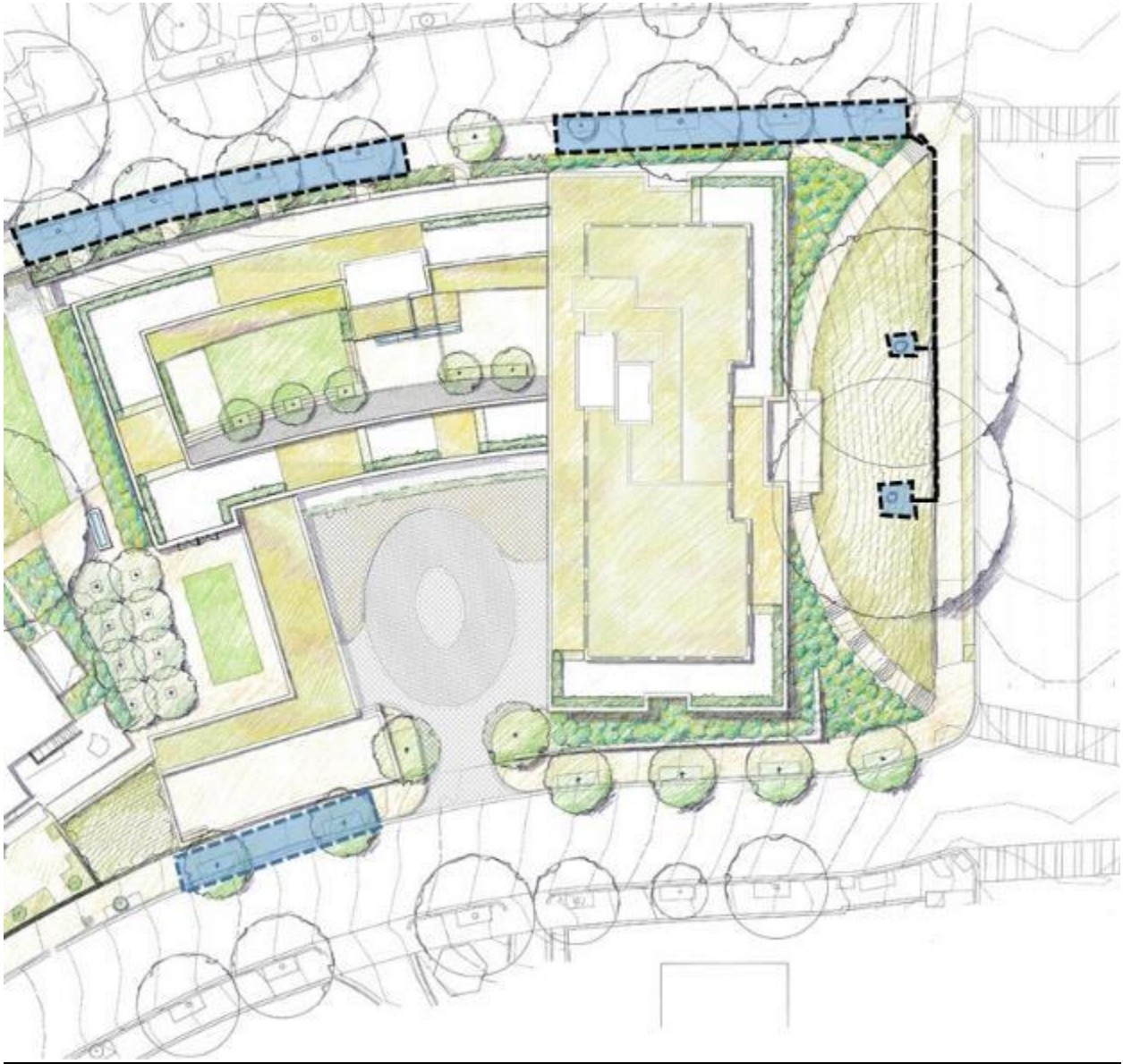


Exhibit D: Landscaping to Remain Post-Construction



LEGEND:

- Street trees outlined and shaded in blue constitute trees to be maintained during construction and to remain post-construction
- Other street trees represent locations where existing trees will be removed during construction to accommodate construction staging, and where new trees to be planted post-construction.

Exhibit E: List of Working Group Members

Sorted alphabetically

| Last | First |
|------------------|--------------|
| Boettrich | Kathie |
| Mandel | Lawrence |
| McPeek | 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.