

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 (“Residential Building”) and approximately 7,500 square feet of office and meeting space for Meridian (“Meridian Space”) (both, the “Proposed Development”); and

WHEREAS, the Proposed Development fronts on 16th Street NW, Belmont Street NW, and Crescent Place NW, with its primary pedestrian entrance located on 16th Street NW (“16th Street Entrance”); and

WHEREAS, vehicular access to the Proposed Development is proposed as a driveway located on Belmont Street NW; and

WHEREAS, the driveway will provide access to a circular entry court that will accommodate pick-up and drop-off activity as well as allow vehicles to then maneuver to the loading dock and parking garage entrances (“Entry Court”); and

WHEREAS, the Proposed Development shall include one level of underground parking for approximately 65-70 cars for the Residential Building (“Residential Garage”) as well as a separate one level of underground parking for approximately 40-50 cars for Meridian (“Meridian Garage”); and

WHEREAS, the Proposed Development has been revised to require egress out of both the Residential Garage and Meridian Garage onto Crescent Place NW, except for valet operations in the Meridian 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, “Community Parties”) hereby seek to address issues and concerns regarding anticipated future use of the Residential Building within the Proposed Development; and

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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 concerning the operations, parking and traffic of the Residential Building after the Proposed Development is completed.

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) LOADING COORDINATOR

- a) The Residential Building shall designate a staff member as the “Loading Coordinator”. The Loading Coordinator shall be responsible for ensuring compliance with the terms and conditions of this MOU regarding deliveries, trash, and move-in/move-out activity.
- b) The Residential Building shall provide the Community Parties with the contact information (phone number and email) for the Loading Coordinator

2) 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 customers contracted by the Residential Building or a resident of the Residential Building.
- b) The Loading Coordinator shall be responsible for directing all scheduled deliveries for residents (“Scheduled Deliveries”) to use the Entry Court and the 16th Street entrance when necessary subject to obtaining proper “No Parking Permits” from the District of Columbia. The Loading Coordinator shall be present on site anytime there are Scheduled Deliveries.
- c) **Delivery Vehicle Sizes:**
 - i) Delivery Vehicle sizes shall be limited to no more than 30’ in length including the driver cab in the Entry Court.
 - ii) No more than one (1) Delivery Vehicle over 24’ in length is permitted in the Entry Court at the same time.

d) Delivery Hours:

- i) All delivery activity utilizing a Delivery Vehicle over 16’ in length other than a maintenance vehicle for residents for emergency repairs shall only occur during the hours of 9:00 AM to 5:00 PM and 7:00 PM to 10:00 PM.
- ii) All other delivery activity with Delivery Vehicles 16’ or under shall be permitted to occur during the hours of 8:00 AM and 10:00 PM.

e) The Loading Coordinator shall direct all Delivery Vehicles to utilize the loading dock or the 16th Street Entrance (when necessary and following proper procedures for obtaining “No Parking Permits”).

f) Delivery Vehicles shall not be permitted to double park on streets surrounding the Proposed Development, shall keep one clear lane of traffic open at all times (two lanes must remain clear within the two-way segment of Belmont Place), and shall otherwise obey all posted parking, stopping, and standing restrictions on streets surrounding the Proposed Development.

g) All contracts with vendors and service providers shall include a provision that requires all vehicles coming to the Residential Building (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 Residential Building.

h) The Loading Coordinator shall direct all Delivery Vehicles over 24’ in length 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) MOVING ACTIVITY

a) The Loading Coordinator shall be responsible for directing all moving vehicles (“Moving Trucks”) for move-in and move-out of residents of the Residential Building (“Moves”) to use the Entry Court and the 16th Street entrance when necessary subject to obtaining proper “No Parking Permits” from the District of Columbia. The Loading Coordinator shall be present on site anytime there are scheduled Moves.

b) Moving Truck Sizes:

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- i) Moving Trucks permitted to use the Entry Court and loading dock shall be limited to a maximum of 30' in length.
 - ii) Moving Trucks over 30' in length shall be required to utilize curbside space on 16th Street to load/unload. In the event that 16th Street is utilized for Moves, the Loading Coordinator shall direct the resident to obtain a "No Parking Permit" from the District of Columbia and post the signs a minimum of two days in advance of the moving date.
- c) Moving Hours:
- i) All Moves utilizing a Moving Truck over 16' in length shall only occur during the hours of 9:00 AM and 5:00 PM.
 - ii) All other Moves with Moving Trucks 16' or under shall be permitted to occur during the hours of 8:00 AM and 10:00 PM.
 - iii) Moves using a truck greater than 24' in length within the Entry Court shall not be permitted to arrive or depart while guests for Meridian events with over 100 guests located within the Meridian Space are arriving or departing.
- d) All Moving Trucks must obey all posted parking, stopping, and standing restrictions on the public streets.
- e) The Loading Coordinator shall direct all Moving Trucks to utilize the loading docks or the 16th Street Entrance. Moving Trucks shall not be permitted to double park on streets surrounding the Proposed Development and shall keep one clear lane of traffic open at all times (two lanes must remain clear within the two-way segment of Belmont Place).
- f) The Loading Coordinator shall direct all Moving 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.
- 4) TRASH
- a) Trash Trucks:
- i) No private trash pick-up activity associated with the Residential Building may take place before 9:00 AM or after 5:00 PM during weekdays, or before 10:00 AM or after 5:00 PM during weekends.

5) PARKING

a) General Parking:

- i) All traffic from the Residential Garage shall enter from Belmont Street NW via the Entry Court and exit to Crescent Place, as shown on the Revised Design attached as Exhibit D.
- ii) The Developer shall install signage and mirrors at the garage exit as necessary to ensure the awareness and ability of exiting traffic to see oncoming pedestrian and vehicular traffic.
- iii) The Residential Garage shall be reserved for the residents and guests of the Residential Building, unless those parking spaces are sold to non-residents of the Residential Building.
- iv) In the event that any parking space remains unsold after the initial sell-out of the Residential Building (“Unsold Space”), the Developer will provide the Community Parties with a right of first offer (“ROFO”) to acquire any Unsold Space.
 - (1) Developer will give written notice to the President of each Community Party (“ROFO President”), who will be responsible for distributing to its respective residents, via email (“ROFO Notice”) of the material terms of the ROFO offer, which shall include the proposed purchase price of the Unsold Space (“ROFO Offer”).
 - (2) At any time during the ten (10) calendar day period (“ROFO Option Period”) immediately following the date the ROFO President receives the ROFO Notice, the Community Parties and their respective residents (“ROFO Parties”) shall have the right (“ROFO Right”) exercisable by delivery of written notice to Developer, to elect to purchase the Unsold Space (“ROFO Election Notice”).
 - (3) If Developer does not receive the ROFO Election Notice prior to the expiration of the ROFO Option Period set forth in Section 5.a.ii (2) the ROFO Option shall be deemed waived by the ROFO Parties and the parking spaces will remain as property owned by the Residential Building and will not be sold to individuals outside of the Community Parties.
 - (4) If Developer receives the ROFO Election Notice from one of the ROFO Parties electing to purchase the Unsold Space (“Purchasing Party”), then the following provisions shall apply:

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- (a) In order for such ROFO Election Notice to be effective, the Purchasing Party shall close the purchase on the Unsold Space within twenty (20) days from the date Developer receives the ROFO Election Notice. If any Unsold Spaces remain, they will remain as property owned by the Residential Building and will not be sold to individuals outside of the Community Parties.
- (b) If Developer receives multiple ROFO Election Notices then it will request all Purchasing Parties to submit a best-and-final offer within two (2) days of notification from the expiration of the ROFO Option Period and the ROFO Party with the best terms shall prevail and the Purchasing Party shall proceed to closing pursuant to Section 5.a.ii.(4)(a).

6) GENERAL TRAFFIC CONTROL

- a) All Uber/Lyft/Taxis dropping off and/or picking up passengers at the Residential Building shall be required to use the Entry Court or 16th Street Entrance.
- b) Developer shall update the geolocation of the Residential Building's address on Google and other websites to be located within the Entry Court.
- c) Developer agrees to reserve space for two (2) car-sharing spaces in the Proposed Development, subject to a signed agreement with a car sharing service.
- d) Prior to the commencement of construction of the Proposed Development, Developer agrees to pay for and perform a traffic study to evaluate the anticipated impact of the Proposed Development on the Belmont Street and 16th Street intersection ("Pre-Construction Study").
 - i) The Pre-Construction Study shall include an evaluation of whether a traffic signal is warranted at the intersection. If warranted, the Developer agrees to pay for an install the signal, subject to approval by DDOT.
 - ii) If the Pre-Construction Study does not call for a new signal at that location, the 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.
- e) Prior to the issuance of a certificate of occupancy for the Proposed Development and subject to approval by DDOT, Developer agrees to install signing and pavement markings at the 16th Street/Belmont Street intersection to improve visibility of and awareness of pedestrians crossing Belmont Street.

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- f) Prior to the issuance of a certificate of occupancy and subject to approval by DDOT, Developer agrees to install “Do Not Block the Box” signing and pavement markings at the 16th Street/Belmont Street and the 16th Street/Crescent Place intersections.
- g) Prior to the issuance of a certificate of occupancy and subject to approval by DDOT, 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.
- h) Prior to issuance of a certificate of occupancy and subject to approval by DDOT, Developer agrees to install two-way traffic pavement markings along the two-way section of Belmont Street to 16th Street.
- i) Prior to issuance of a certificate of occupancy and subject to approval by DDOT, Developer agrees to install pavement markings at the Crescent and 16th Street intersection identifying individual left and right turn lanes.
- j) Prior to the issuance of a certificate of occupancy and subject to approval by DDOT, Developer agrees to remove three on-street parking spaces on the south side of Belmont Street (between 16th Street and the primary Beekman Place driveway entrance) to increase the width of the travel lanes to better accommodate two-way traffic on the portion of the street.
- k) Prior to the issuance of a certificate of occupancy and subject to approval by DDOT, Developer agrees to install a “No Left Turn from 7:00 to 9:30 AM and 4:00 to 6:30 PM” sign on Belmont Street at its intersection with 16th Street.
- l) Upon completion of the Proposed Development, vehicles not subject to the Truck Routing Plan shall be permitted to turn left or right on Belmont Street when exiting the Proposed Development. Developer agrees that when the Residential Building is 85% occupied the Developer will pay for and perform a traffic study that evaluates the impact of the Proposed Development on the Belmont and 16th Street intersection (“Post-Occupancy Study”).
 - i) The Post-Occupancy Study shall include an evaluation of whether a traffic signal is warranted at the intersection. If warranted, the Developer agrees to pay for and install the signal, subject to approval by DDOT.
 - ii) If the Post-Occupancy Study does not call for a new signal at that location, the 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.
 - iii) If the Post-Occupancy Study does not call for a new signal or signal detector at that location, but the Post-Occupancy Study indicate that the total number of new trips at the intersection exceeds either 28 new trips in the AM peak hour or 36 new trips in

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the PM peak hour (as compared to the 2022 background peak hour traffic volumes set forth on Figure 15B of the Developer’s traffic study dated January 2018), then the Developer will implement operational measures and signage to direct all traffic exiting the Proposed Development except trucks greater than 24’ in length to turn right and proceed westbound on Belmont Street during rush hour (that is, from 7:30 AM – 9:30 AM weekday morning and from 4:30 PM to 6:30 PM weekday evening).

7) LITTER AND MAINTENANCE

- a) The Residential Building shall be responsible for maintaining the areas as shown on the attached Exhibit B as set forth below.
- b) Removal of Snow from Sidewalks
 - i) The Residential Building shall shovel the entire width of the sidewalks, including ramps to crosswalks, adjacent to the Proposed Development as shown in Exhibit B within the first 8 hours of daylight after the ceasing to fall of any snow or sleet in accordance with DC Code § 9-601.
 - ii) The Residential Building agrees to use pet-friendly ice melt products.
- c) Removal of Litter from Area
 - i) The Residential Building shall keep the area adjacent to the Residential Building as shown on Exhibit B free of litter.

8) AMENITY SPACES AND ROOFTOP USE

- a) The Residential Building will include a minimum of approximately 3,000 square feet of indoor amenity space available for use by the residents of the building and their guests.
- b) The Residential Building will include a minimum of approximately 2,000 square feet of outdoor amenity space on the lower rooftop (“Rooftop”), reserved for use by the residents and guests of the Residential Building. The Rooftop will also be served by an indoor support area with a minimum size of approximately 400 square feet.
- c) The Rooftop will be limited to a maximum of 100 people.
- d) Developer agrees to install and utilize landscaping and trellises to mitigate sound transmissions from the rooftop terrace along Crescent Street. Developer agrees to install a Plexiglas, glass, masonry or other comparable solid screen at railing height around the

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perimeter of the Rooftop subject to DCRA and any other required governmental agency approval.

- e) No amplified music through a loudspeaker will be permitted on the Rooftop at any time.
- f) Rooftop Hours:
 - i) Sunday through Thursday: 7:00 AM to 10:00 PM
 - ii) Friday through Saturday and Holidays: 7:00 AM to 11:00 PM

9) OTHER

- a) Developer agrees to install full cut off lights to mitigate light pollution to neighboring properties.
- b) Subject to Public Space review and approval, Developer agrees to install two (2) dog waste stations with bag dispensers along the perimeter of the Proposed Development that will be available for the general public to use. The future homeowner association of the Proposed Development will be responsible for refilling the dispensers. Developer shall incorporate this provision into the future condominium documents and by-laws of the Residential Building.

10) COMMUNICATION/RESOLUTIONS

- a) Report Point for Neighborhood Comment
 - i) Once the condominium association is formed for the Residential Building, the Residential Building's condominium association will establish a point of contact to the Community Parties.
- b) Meridian Community Partnership
 - i) The Residential Building will be a party to 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 representatives 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 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, but only the Signatory Parties shall be members of the MCP Steering Committee.

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- ii) The MCP shall also provide an opportunity for broad community participation on an issue-by-issue basis.
- iii) 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 Residential Building and its representatives.
- iv) An initial complaint shall be made in accordance with section 10.a.i above.
- v) If the complaint is not resolved by Residential Building, then the complaint shall be presented to the MCP for a determination as to whether Residential Building has violated the terms of the MOU.
- vi) Members of the MCP Steering Committee have the right to call for a meeting at any time. Such meeting shall occur within two (2) weeks of the initial request. A minimum of three (3) MCP Steering Committee members must be present to establish a quorum.
- vii) 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) constitute a fine. 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.
- viii) The Residential Building shall be allowed three violations of the MOU per year prior to institution of a fine. Upon a fourth violation of the MOU, the Residential Building 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 the Residential Building shall not exceed \$5,000 per year. For all infractions that exceed the \$5,000 per year limit, the MCP reserves its right to bring the issue to DCRA and/or BZA, or other appropriate forum.

11) 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.

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- 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) Developer shall request the incorporation of this MOU into the Board of Zoning Adjustment's order on this case.
- c) Developer shall incorporate the MOU into the future condominium documents and by-laws of the Residential Building. A copy of the by-laws will be distributed to the Community Parties.
- d) 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.

12) 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.

13) COUNTERPARTS

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

14) 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]

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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: Truck Routing Plan

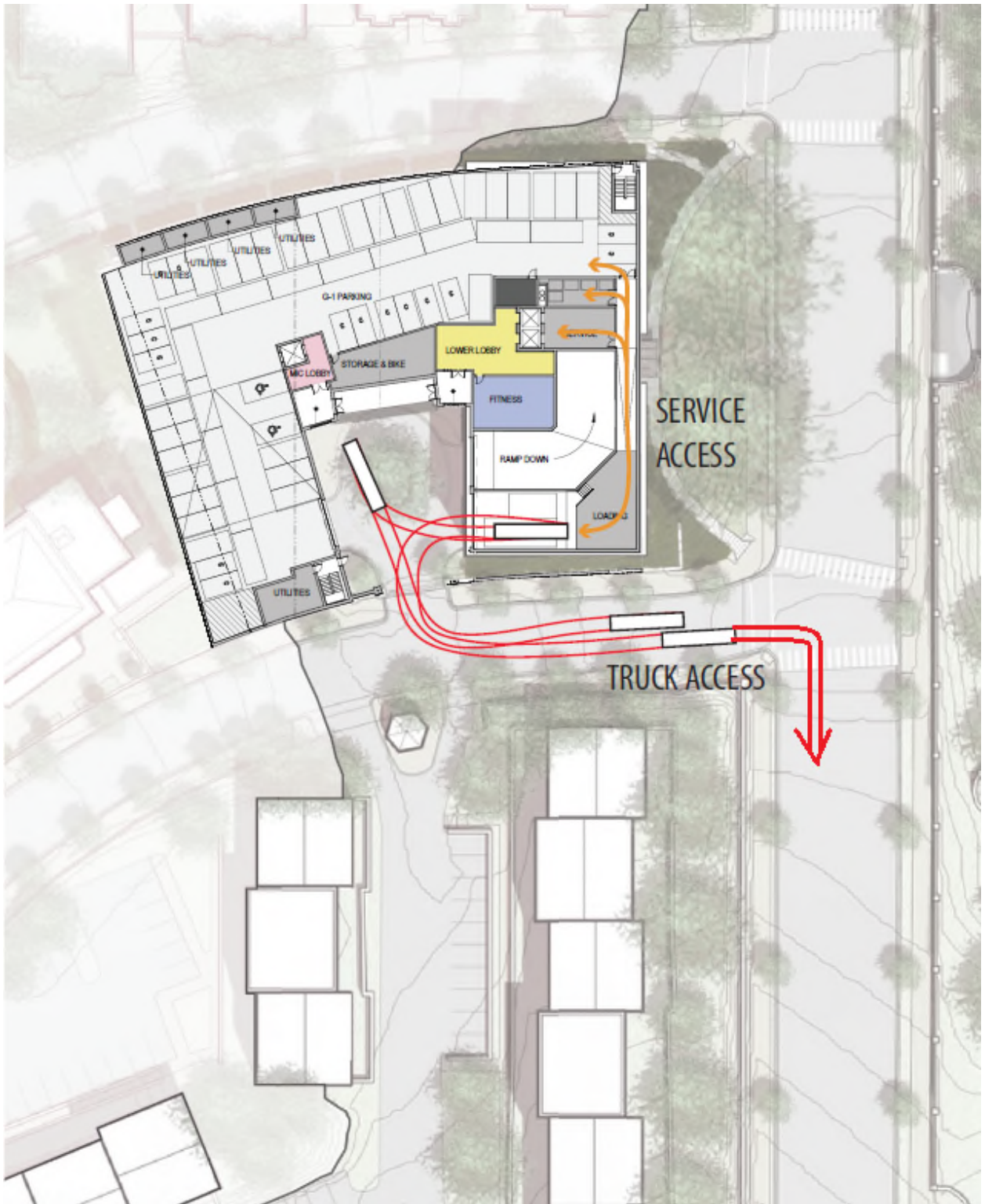


Exhibit B: Area of Maintenance



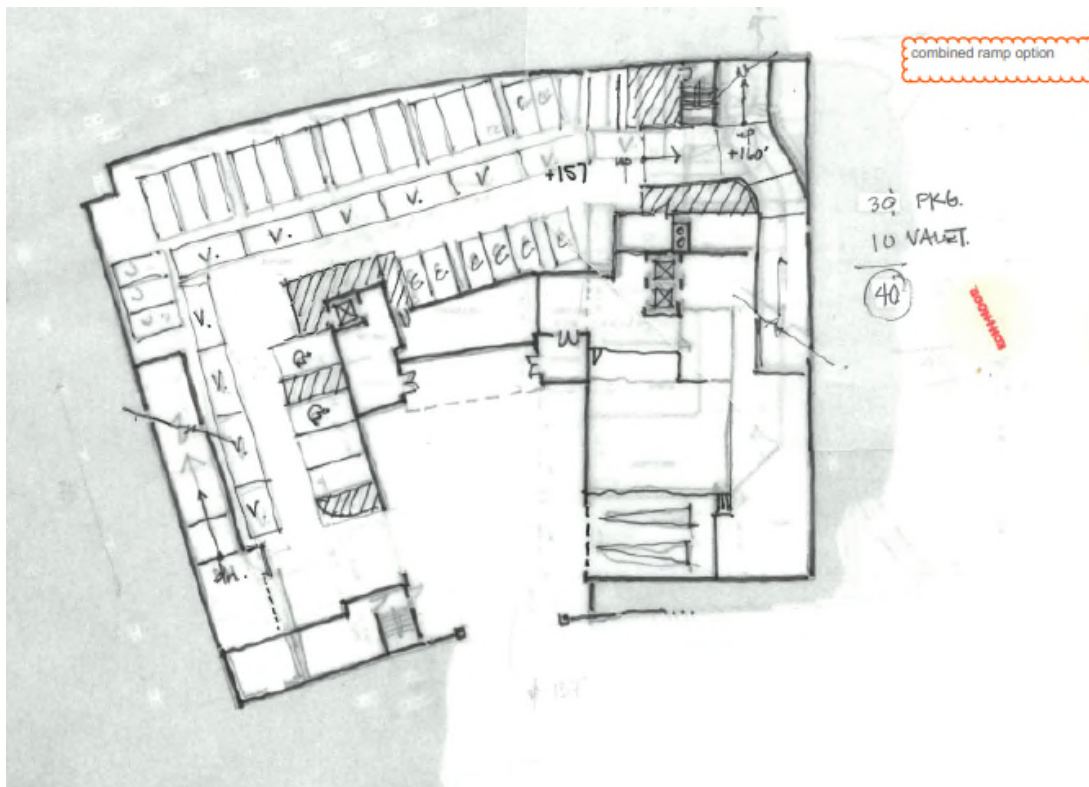
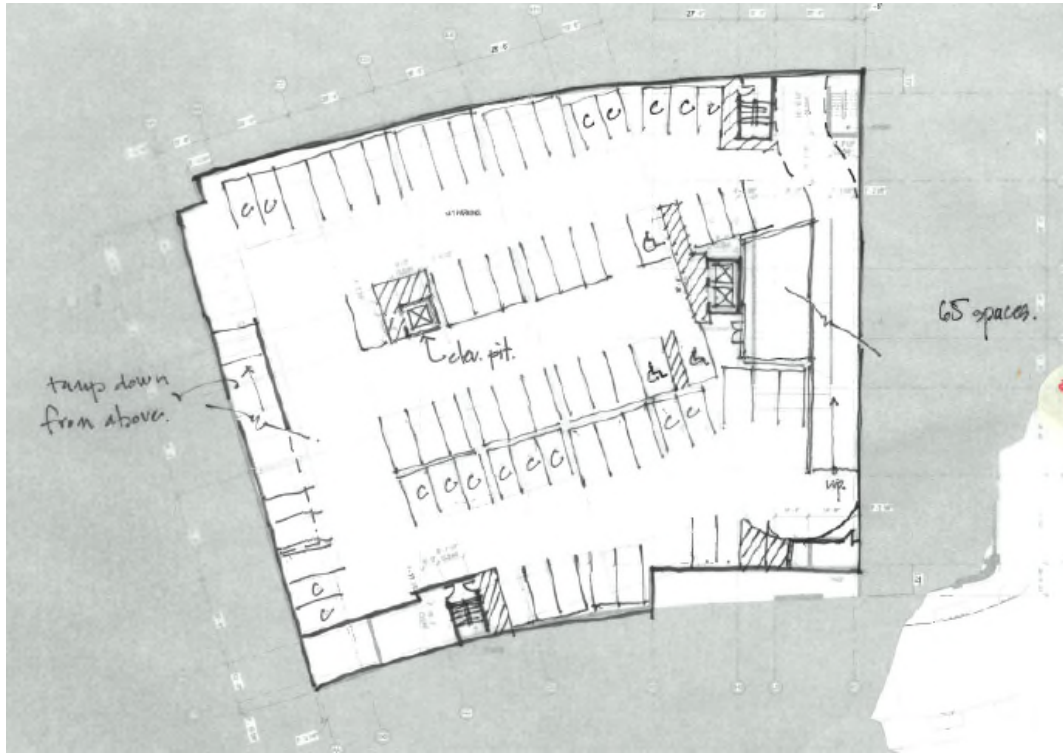
Exhibit C: List of Working Group Members

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.

Exhibit D: Revised Plans



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

NORTH ELEVATION

2 NORTH ELEVATION - GARDEN APARTMENTS