

July 13, 2022

VIA EMAIL

Kathleen Beeton
Deputy Zoning Administrator
District of Columbia Department of Consumer
And Regulatory Affairs
1100 4th Street, SW
Washington, DC 20024

Re: Z.C. Orders No. 16-09 and 16-09A / Building Permits No. B2104217, B2103603, B2103602, TL2100079, TL2100078, and B2103604 — Compliance of Z.C. Orders No. 16-09 and 16-09A for Issuance of Certificates of Occupancy

Dear Ms. Beeton:

On behalf of Armature Works (Residential) Owner, LLC and Armature Works (Hotel) Owner, LLC (collectively, the "**Applicant**"), this correspondence pertains to the Planned Unit Development ("**PUD**") approved by the Zoning Commission in Z.C. Orders No. 16-09 and 1609A (the "**Order**") for the project at 1200 3rd Street, NE and now the subject of Building Permits No. B2104217 (Podium), B2103603 (R2 Apartments), B2103602 (Hotel), TL2100079 (Hotel), TL2100078 (Hotel), and B2103604 (R1 Apartments) ("**Building Permits**").

The project that is the subject of the Order consists of three structures on a podium — two residential buildings and a hotel combined into one single building for zoning purposes (the "**Project**").

Below please find a matrix outlining the status of the Project's compliance with each Condition of the Order and attaching, where appropriate, the relevant exhibit(s) to demonstrate compliance. To the extent that the Project will not yet satisfy all conditions of the Order at the time of application for an individual Certificate of Occupancy, the Applicant will request a conditional Certificate of Occupancy for which the outstanding condition will be noted as required for satisfaction prior to issuance of the permanent Certificate of Occupancy.

The Applicant expects to apply for several separate certificates of occupancy over the next few months. The Applicant will first apply for a Conditional Certificate of Occupancy for the parking garage in the Podium and for the use of the hotel for training purposes before it is actually open to the public. The Applicant will follow with applications for each residential building (floors 1-4 and then floors 5-11) and also for the entire hotel.

C#	SUBJECT	CONDITION(S)	STATUS	EXHIBITS
A-1	A. Project Development Approved Plans	<p>The Project shall be built in accordance with the architectural drawings submitted into the record as Exhibit 22, as modified by Exhibits 37 and 46 in the record for Case No. 16-09, as amended by the architectural drawings submitted into the record as Exhibit 1C in Case No. 16-09A and the guidelines, conditions, and standards herein (collectively the “Plans”). The plans will incorporate:</p> <p>a. Approximately 6,000 square feet of space in the Metro plaza;</p> <p>b. The Applicant will record an easement in the land records <u>prior to the issuance of a residential certificate of occupancy</u> for the northern building to provide public access to the Metro plaza and to accommodate a connection to a future pedestrian tunnel to the NoMA-Gallaudet U Metro station;</p> <p>c. Approximately 3,000 square feet of space for the M Street plaza; and</p> <p>d. Approximately 500 square feet of space for the Florida Avenue plaza.</p>	<p>Approved in connection with building permit review</p> <p>Easement recorded among the land records</p>	<u>Exhibit C</u>
A-2	Zoning	<p>The Project will have flexibility from the following zoning requirements: (but flexibility to allow conversion of certain parking to retail use)</p> <p>a. Section 411.4(c): special exception relief to allow a restaurant in the hotel penthouse;</p> <p>b. Section 411.9: relief to allow varying heights for the habitable penthouse space;</p>	<p>ZA Letter dated May 20, 2019 allowed flexibility to convert mezzanine parking to retail. Approved in connection with building permit review</p>	<u>Exhibit D</u>

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		<p>c. Section 775.5: relief from the side yard requirement;</p> <p>d. Section 2115.9: relief to allow include valet parking spaces in the proposed parking supply;</p> <p>e. Section 2201.1: relief from the requirement to provide a 55-foot loading berth for the residential uses; and</p> <p>f. Section 2605: The Applicant is exploring the potential for establishing the southern residential building as a condominium building. In the event it does so, it seeks flexibility to locate all of the affordable units available to households with an annual income no greater than 50% AMI in the northern (rental) residential building;</p> <p>g. Section 2115.1: relief to allow parking spaces that are nine x 18 feet in size; and</p> <p>h. Section 2115.4: relief from the requirement that compact car spaces be provided in clusters of at least five spaces</p>		
A-3	Design of PUD	The Applicant will have flexibility with the design of the PUD in the following areas: (specific flexibility not listed)	Plans approved in connection with building permit review	
B-1	<u>B. Transportation</u>	<p>1. The Applicant shall abide by the terms of the loading management plan <u>for the life of the Project</u>, which requires compliance with the following:</p> <p>a. Loading dock manager will be designated by the building management;</p>	All of these requirements are addressed in the Loading Dock Rules and Regulations.	<u>Exhibit E</u>

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		<p>b. All loading, delivery, and trash collection operations will be required to use 40-foot trucks or less in length, and will be required to use the loading facilities internal to the Project;</p> <p>c. All loading, delivery, and trash collection activity will be required to utilize the building’s internal service corridors to access the loading facilities, remaining on private property;</p> <p>d. All residential move ins/move outs will be required to be scheduled in a manner that coordinates with retail tenant deliveries;</p> <p>e. Trucks using the loading facilities will not be allowed to idle and must follow all District guidelines for heavy vehicle operation including but not limited to DCMR 20 – Chapter 9, Section 900 (Engine Idling), the regulations set forth in DDOT’s Freight Management and Commercial Vehicle Operations document, and the primary access routes listed in the DDOT Truck and Bus Route System;</p> <p>f. The dock manager will be responsible for disseminating DDOT’s Freight Management and Commercial Vehicle Operations document to drivers as needed to encourage compliance with District laws and DDOT’s truck routes. The dock manager will also post these documents in a prominent location within the service area; and</p> <p>g. Local to the site, service vehicle activity will be directed to use the routing shown in Exhibit 34 in the record. The goal is to minimize truck traffic in the neighborhood by having it utilize the shortest paths to/from Florida Avenue, a DDOT designated truck route.</p>		

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B-2	TDM Management Plan	<p>2. The Applicant shall abide by the terms of the TDM management plan, which requires compliance with the following:</p> <p>a. The Applicant will exceed minimum zoning requirements for bicycle parking/storage facilities at the proposed development. This includes secure parking located on-site and short-term bicycle parking around the perimeter of the site that exceed zoning requirements, as well as a bike service area;</p> <p>b. The Applicant will unbundle the cost of residential parking from the cost of lease or purchase and charge a market rate for the area;</p> <p>c. The Applicant will identify a TDM Leader (for planning, construction, and operations). There will be one TDM leader who will coordinate with the managers of the retail, residential, and hotel components of the development. The contact information for the TDM leader will be shared with goDCgo and DDOT. The TDM leader will work with goDCgo to receive free TDM marketing materials and guidance, as well as to enforce TDM measures within the development;</p> <p>d. The Applicant will provide TDM materials to new residents in the Residential Welcome Package materials. At a minimum, this package will include a Get Around Guide from goDCgo and info about bikesharing and carsharing;</p> <p>e. The Applicant will install Transportation Information Center Displays (electronic screens) within the residential,</p>	<p>Approved plans meet or exceed requirements.</p> <p>Applicant will unbundle.</p> <p>Applicant will identify TDM manager.</p> <p>Applicant will provide.</p> <p>Installation in progress. Information Center in hotel lobby; will be installed by August 16, 2022.</p>	

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		<p>hotel, and office lobbies, containing real-time information related to local transportation alternatives;</p> <p>f. The Applicant will fund the installation of a new Capital Bikeshare station and one year of maintenance for the neighborhood;</p> <p>g. The Applicant will purchase 10 electric bikes and install 10 electric bike charging stations to be shared by residents and guests. Additionally, the Applicant will install eight publicly accessible electric bike charging stations;</p> <p>h. The Applicant will devote six parking spaces for electric car charging stations; and</p> <p>i. The Applicant will purchase 20 shopping carts for tenants to run daily errands and grocery shopping.</p>	<p>Awaiting DDOT response to inquiry about funding</p> <p>Hotel – 2 bike charging stations; 2 electric bikes R-2 3 bike charging stations R-1 5 bike charging stations, 5 electric bikes</p> <p>Bikes have been ordered and will be on property by August 16</p> <p>12 electric car charging spaces will be provided. Charging stations have been ordered and will be installed by September 1</p> <p>Ordered and will be available by August 16</p>	
C-1	<p>C. Benefits and Amenities Affordable Housing</p>	<p>The Applicant shall construct approximately 550,000 square feet of residential gross floor area. It shall reserve eight percent of the residential gross floor area, approximately 44,550 square feet, as affordable housing. At least 50% (approximately 22,275 square feet) of this set aside shall be reserved for households with a median income no greater than 50% of the Area Median Income. The remainder of the</p>	<p>Designated and provided</p>	<p><u>Exhibit F</u> CIZCs, Penthouse Addendums and IZ Covenant</p>

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		<p>affordable units shall be reserved for households with an annual income no greater than 80% of the Area Median Income. The units reserved for households with an annual income no greater than 50% AMI may be located entirely in the Northern building if the Southern building is delivered as a condominium building. If the Southern building is delivered as a rental building, the Applicant shall reserve four percent of the residential gross floor area for 50% AMI units and four percent of the residential gross floor area for 80% AMI units. More specifically, the affordable housing shall be provided as follows:</p>		
C-2	Sustainability	<p>The Applicant shall demonstrate that the Project has been designed to achieve at least 56 LEED (v. 2009) points <u>prior to the issuance of a certificate of occupancy for each structure.</u> Evidence of satisfying this requirement will be provided in the form of an architect’s certification provided to the Zoning Administrator.</p>	In process	
C-3	Solar Panels	<p>The Applicant shall provide 6,000 square feet of solar panels on the Property. Evidence of satisfying this requirement will be provided <u>prior to issuance of the final residential certificate of occupancy for the Project.</u></p>	In process	
C-4	PDR Uses	<p>The Applicant shall set aside a minimum of 7,000 square feet of space for PDR or maker uses (“Required Uses”) within the Project. Required Uses are defined as “ Production, distribution, or repair of goods, including accessory sale of related product; uses encompassed within the Arts, Design, and Creation Use Category as currently defined in 11 DCMR Subtitle B § 200.2, including an Art Incubator and Artist Live Work Space, as currently defined in 11 DCMR Subtitle B § 100.2, but not including a museum, theatre, or gallery as a principal use; production and/or distribution of food or</p>	Approved plans designate PDR space	<p>Exhibit G Leasing Status report from Applicant</p>

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		beverages and the accessory sale or on-site consumption of the related food and beverage; design related uses as defined in 11 DCMR Subtitle U Section 700.6(e).” These spaces shall secure a certificate of occupancy specifying a PDR use and the square footage allocated to such use. <u>Prior to issuance of any certificate of occupancy for the building</u> , the Applicant shall provide an update on the status of fulfilling its commitment to provide maker space. If the commitment has not yet been fulfilled, the Applicant shall demonstrate where the balance of the commitment may be accommodated within the building.		
C-5	Art	<p><u>Prior to issuance of the final residential certificate of occupancy for the Project</u>, the Applicant shall install art in the public spaces of the Project, at a cost of approximately \$250,000. The Applicant shall be responsible for maintenance of the art pieces <u>for the life of the Project</u>. The art pieces will include the following:</p> <ul style="list-style-type: none"> a. A gantry crane or similar industrial art element in the M Street Plaza, including an artistic water feature; and b. At least three pieces of playable or interactive art in the public space along 3rd Street side of the Project. 	Art has been selected and will be installed before filing for the final residential Certificate of Occupancy.	Exhibit H Photos of Art
C-6	Endowment Fund	The Applicant shall contribute \$100,000 to an endowment fund, managed by the Project’s owners’ association in partnership with the NoMA BID, to finance rotating art and murals in the Metro plaza. The contribution shall be made <u>prior to issuance of a certificate of occupancy for the Northern building</u> . The endowment will fund artwork, including murals and sculptures, which will rotate every two to three years for approximately 15 years upon issuance of a residential certificate of occupancy for the Project. The type, location, and design of artwork will be determined by a five-person panel	15 years Escrow Fund Agreement has been prepared and executed. Applicant has funded \$100,000 in accordance with the Escrow Fund Agreement.	Exhibit I Escrow Agreement

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		<p>comprised of the property owners’ association (three members), the NoMA BID (one member), and ANC 6C (one member). The Applicant shall provide proof of funding an escrow account <u>prior to issuance of the final residential certificate of occupancy for the Project.</u></p>		
C-7	First Source	<p>The Applicant shall execute a First Source Agreement with the Department of Employment Services. A copy of the agreement shall be entered into the record prior to issuance of the final Order.</p>	Complete	<p>Exhibit J First Source Agreement</p>
C-8	Transit Incentives	<p>Transit Incentives. The Applicant shall provide the following transit incentives, some of which are simultaneously considered mitigation features of the Project, as described above in Conditions B.2. (d)-(i):</p> <p>a. The Applicant shall install a transit screen that is viewable by the public in the Metro plaza prior to the issuance of a residential certificate of occupancy for the Northern building;</p> <p>b. Prior to the issuance of a residential certificate of occupancy for the Northern building, the Applicant shall install a Capital Bikeshare station and maintain it for a period of one year, to the cost of up to \$100,000;</p> <p>c. Prior to the issuance of a residential certificate of occupancy for the Northern building, the Applicant shall devote six parking spaces for electric car charging stations, at an estimated cost of \$60,000;</p> <p>d. Prior to issuance of the residential certificate of occupancy for the Northern building, the Applicant shall purchase 10</p>	<p>See B-2</p> <p>In process</p> <p>See D-2</p> <p>In process</p> <p>See B-2</p>	

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Zoning Commission



ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA
ZONING COMMISSION ORDER NO. 16-09
Z.C. Case No. 16-09
1200 3rd Street, LLC
(Consolidated PUD and PUD-Related Map Amendment @ Square 747)
December 12, 2016

Pursuant to notice, the Zoning Commission for the District of Columbia (“Commission”) held a public hearing on November 3, 2016, to consider an application from 1200 3rd Street, LLC (“Applicant”) for review and approval of a consolidated planned unit development (“PUD”) and PUD-related map amendment for Lot 8 in Square 747 (“Property”). The application proposes a mixed-use development consisting of retail, residential, and lodging uses (“Project”). The Commission considered the application pursuant to Chapters 24 and 30 and § 102 of the D.C. Zoning Regulations, Title 11 of the District of Columbia Municipal Regulations (“DCMR”).¹ The public hearing was conducted in accordance with the provisions of 11 DCMR § 3022. For the reasons stated below, the Commission hereby approves the application with conditions.

FINDINGS OF FACT

Application, Parties, and Hearing

1. The Project site consists of Lot 8 in Square 747 and contains approximately 106,139 square feet of land area. (Exhibit [“Ex.”] 2.)
2. The Property immediately abuts the railroad tracks to its west and is currently improved with a large warehouse and surface parking lot. The Property is located within the boundaries of Advisory Neighborhood Commission (“ANC”) 6C and is zoned C-M-3. (Ex. 2.)
3. On April 19, 2016, the Applicant submitted an application to the Commission for the review and approval of a PUD and PUD-related map amendment to rezone property located in the C-M-3 Zone District to the C-3-C Zone District. (Ex. 2.)
4. On June 2, 2016, the Office of Planning (“OP”) submitted a setdown report recommending that a public hearing be held on the application. It requested the Applicant to submit additional information as follows prior to the public hearing: (Ex. 12.)

¹ Chapter 24 and all other provisions of Title 11 DCMR were repealed on September 6, 2016. Chapter 24 was replaced by Chapter 3 of Subtitle 11-X. However, because this application was set down for hearing prior to that date, the Commission’s approval was based upon the standards set forth in Chapter 24.

- Demonstrate, through a commitment to PDR or related uses on the ground floor, that the proposed development would further the PDR related objectives and land use direction of the Comprehensive Plan and the NoMA Vision Plan;
 - Refine the proposal for inclusionary zoning to warrant the request for a concentration of IZ units; and
 - The design should achieve a greater LEED equivalent rating.
5. On June 13, 2016, the Commission set the application down for a public hearing, supporting OP's request for additional information prior to the public hearing.
 6. The Applicant filed its pre-hearing statement on July 27, 2016, including responses to OP's and the Commission's comments above. (Ex. 14, 15-15A9.)
 7. Notice of the public hearing was published in the *D.C. Register* on September 2, 2016 and was mailed to ANCs 6C and 5D and to owners within 200 feet of the Property on August 25, 2016. (Ex. 17, 18, 19.)
 8. OP referred the application to the Department of Energy and the Environment ("DOEE"), District Department of Transportation ("DDOT"), Department of Housing and Community Development ("DHCD"), Department of Employment Services ("DOES"), Department of Parks and Recreation ("DPR"), Department of Public Works ("DPW"), DC Public Schools, Fire and Emergency Medical Services Department ("FEMS"), Metropolitan Police Department ("MPD"), and DC Water. (Ex. 12.)
 9. OP hosted an interagency meeting for the aforementioned agencies on August 4, 2016, to provide each agency an opportunity to discuss the Project with the Applicant.
 10. A public hearing was held on November 3, 2016, during which the Applicant gave its presentation and responded to questions. The Applicant proffered, and the Commission accepted, Shalom Baranes, as an expert in architecture, Daniel Van Pelt as an expert in transportation engineering, and Trini Rodriguez as an expert in landscape architecture. (November 3, 2016 Transcript ["Tr."], p. 8.)
 11. Union Market Neighbors ("UMN") filed a request for party status citing concerns over the impact of the Project on quality of life. Union Market Neighbors' request was deficient: it did not authorize anyone to speak on its behalf, did not provide information on the structure of the organization, did not specify the property affected, and it did not distinguish how its members would be more uniquely affected by the development than the general public. (*Id.*, at 6-7; Ex. 25.)
 12. The Commission took up UMN's request for party status as a preliminary issue. UMN did not attend the hearing and was not available to clarify its submission. The Commission denied UMN's request for party status on the grounds that it chose not to participate in the hearing and on the basis that the request was deficient. (November 3, 2016 Tr., p. 7.)

13. UMN rescinded its request for party status while the public hearing was underway. (Ex. 43.)
14. Tony Goodman, the Single Member District representative with ANC 6C, testified in support of the application on behalf of the ANC. (November 3, 2016 Tr., pp. 106-110.)
15. No parties, other than the ANC, spoke in support or opposition to the application.
16. Cheryl Cort of the Coalition for Smarter Growth, testified in support of the application. (*Id.*, at 111-113.)
17. ANC 6C voted in support of the application and testified in support of the application at the public hearing. (Ex. 23.)
18. Over 100 letters in support of the application were submitted into the record. (Ex. 30-32.)
19. At the conclusion of the public hearing, the Commission closed the record except for the Applicant's post-hearing submission and proposed order, as well as responses to the Applicant's post-hearing submission from OP, DDOT, and both ANCs. The Commission took proposed action to approve the application and requested additional information prior to taking final action on the application. The Commission requested additional information regarding:
 - a. Additional penthouse details;
 - b. Signage plan;
 - c. Additional information on the affordable housing proffer;
 - d. Additional information on the proposed phasing plan;
 - e. Additional information on the proposed materials; and
 - f. First Source agreement.
20. At the close of the public hearing on November 3, 2016, the Commission took proposed action to approve the application. (November 3, 2016 Tr., pp. 116-117.)
21. The proposed action of the Commission was referred to the National Capital Planning Commission ("NCPC") as required by the District of Columbia Home Rule Act on November 7, 2016. (Ex. 44.) NCPC, by delegated action dated November 23, 2016, found that the proposed PUD would not adversely affect the federal establishment or other identified federal interests in the National Capital and would not be inconsistent with the Federal Elements of the Comprehensive Plan for the National Capital. (Ex. 49.)
22. On November 23, the Applicant submitted its list of final proffered public benefits of the PUD and draft conditions, pursuant to 11 DCMR § 2403.16 through 2403.18.

THE MERITS OF THE APPLICATION

Description of Property and Surrounding Areas

23. The PUD Site is located in the northeast quadrant of the District of Columbia. It is bounded by M Street, N.E. to the south, Florida Avenue, N.E. to the north, 3rd Street, N.E. to the east, and railroad tracks to the west. The Property is triangular in shape, with its narrowest frontage along Florida Avenue. (Ex. 2.)
24. It is in Single Member District 6C06 of ANC 6C in Ward 6. It is considered a part of the NoMA neighborhood and is located just south of the Union Market neighborhood, which is north of Florida Avenue. The NoMA-Gallaudet U Metro station is directly to the west, across the railroad tracks. (Ex. 2.)
25. The Property is located directly to the north of the redevelopment of the Uline Arena, a mixed-use retail and office development; to the west of mixed-use development projects approved as PUDs in Z.C. Case Nos. 14-19, 15-22, and 15-28, with maximum heights of 110 feet, 101 feet, and 120 feet, respectively; to the south of high-density redevelopment of the Union Market, and to the east of the Amtrak railroad tracks. The Property is largely surrounded by properties that have been rezoned to the C-3-C Zone District through the PUD-related map amendment process. (Ex. 2, 22.)
26. The Property is currently improved with an approximately 40-foot-tall warehouse and a surface parking lot used by the Central Armature Works. The warehouse does not have windows for the first 20 feet of building height and incorporates windows only at the roofline. For pedestrians walking along 3rd Street, there is no view into the building, only a view of sheet metal and a cinder block façade; the pedestrian experience is further degraded by a barbed wire fence lining a portion of 3rd Street. The sidewalk does not extend for the length of 3rd Street between M Street and Florida Avenue; it is cut off by a dirt road used by Amtrak to access their railroad tracks. The west side of the Property is dedicated to surface parking and truck storage. In sum, the Property does not currently engage pedestrian traffic or encourage interaction with the community. (Ex. 2.)
27. The Property is located in the C-M-3 Zone District. The C-M-3 Zone District allows medium-high-density development, allowing a maximum density of 6.0 floor area ratio (“FAR”) and a maximum height of 90 feet.
28. The C-M-3 Zone District does not allow residential uses; no residential uses are currently located on the Property. As such, no residents will be displaced by the Project.
29. Other challenging features of the Property include the easements that encumber it. Amtrak and D.C. Water both have easements across the Property, which must be accommodated in any future development. Amtrak maintains a number of high voltage electrical cables along its tracks that necessitate a 15-foot setback for the entire length of

the western façade.² Amtrak also has a permanent easement across the site (east-west) to access the rail bed, which must be accommodated in the Project. D.C. Water has a below grade easement in the former N Street right-of-way that requires a clearance of at least 25 feet and must be at least 25 feet wide. These are significant features and greatly complicate the building design. (Ex. 2.)

30. The surrounding area is mostly a mix of industrial, commercial, and institutional uses. To the north of Florida Avenue is the Union Market neighborhood, which is historically industrial but is currently in different stages of redevelopment. To the south of the Project is the former Uline Arena, which has been converted to a REI retailer and office space. Directly east of the Project, between N Street and Florida Avenue, a mixed-use residential building is planned.³ Across 3rd Street to the east and just south of N Street is another planned mixed-use development with hotel, office, retail, and residential uses.⁴ Finally, another mixed-use residential development was approved for the parcel of land to the east of 3rd Street and just north of M Street.⁵ (*Id.*)
31. The immediately surrounding blocks contain primarily a mix of industrial and commercial uses, but new developments are planned throughout, particularly in the Union Market neighborhood, where several new projects are pending. To the west, across the railroad tracks, is the heart of NoMA, which includes high-rise office buildings, apartment buildings, hotels, and the NoMA-Gallaudet U. Metrorail station. Further to the east, the neighborhood is primarily residential with two- and three-story townhouses and flats. Gallaudet University, a large institutional anchor in the community, is located to the northeast of the Property. Further to the south and southeast of the Property, the neighborhood is primarily residential with two- and three-story townhouses and flats. (*Id.*)
32. The immediate neighborhood includes a mixture of zones. The properties immediately surrounding the Property are located in the C-M-1 or C-M-3 Zone Districts. The Properties to the east and north, which are going through an entitlement process, have either been rezoned or the property owners are seeking to rezone their properties to the C-3-C Zone District. The Uline Arena redevelopment was pursued as a matter of right, retaining the existing C-M-3 and C-M-1 zoning. The NoMA neighborhood west of the railroad tracks is located in the C-3-C Zone District. Residential properties further from the Property are zoned primarily R-4. (*Id.*)

The Project

33. The Project is comprised of five primary parts: the podium, the northern residential building, the southern residential building, the hotel, and open spaces, each of which is described in more detail below. (Ex. 2.)

² A 10-foot setback is required from the power lines, per OSHA and an additional five feet is required for new construction.

³ ZC Case No. 15-22

⁴ ZC Case No. 15-28

⁵ ZC Case No. 14-19

34. **Podium:** Given the physical challenges of the site, including its proximity to the railroad tracks, its triangular shape and its grade changes, the podium affords design opportunities that would not otherwise exist at the ground floor. The podium, including covered but pedestrian accessible space, covers approximately 96% of the lot and is 14-22 feet in height, which provides the base of the building the height needed to elevate bedroom and hotel windows above the retaining wall required alongside the railroad tracks. (*Id.*)
35. The podium includes over approximately 700 linear feet of retail frontage along both M and 3rd Streets. The retail frontage is broken intermittently by residential or hotel entrances, service exitways and the Metro plaza, described in more detail below. The retail façades are broken down into “frames” that vary in material, fenestration and articulation. Multiple retailers may be located within each frame or a single retailer may occupy more than one frame. The frames exhibit a unique design based on the retailer, which will customize it for its own purposes. (*Id.*)
36. The Project includes a Metro plaza above the former N Street right-of-way. The plaza is 30 feet tall and 70 feet wide and consists of 6,000 square feet of gross floor area. The plaza cuts through the entire width of the site before terminating at the train tracks’ retaining wall, allowing access between 3rd Street and the future Metro tunnel, which will stretch below the railroad tracks to the NoMA-Gallaudet U Station to the west. The plaza affords direct access for the neighboring community to the Metro tunnel, via the Applicant’s private property. Not only is the plaza a convenience for the community but it is also a visual point of interest for passersby. The Project incorporates artwork throughout the plaza to create a visually exciting and comfortable space. An acrylic sound guard at the western edge of the plaza will buffer the space from noise and to allow views of train activity. The sound guard runs for the length of the building; however, only the portion at the face of the plaza is clear. (*Id.*)
37. A portion of the Metro plaza is used periodically for Amtrak vehicles to access the tracks. Amtrak will cross the plaza to access a ramp located on the western edge of the podium, adjacent to the planned Metro tunnel for access. It is expected that Amtrak will utilize this ramp approximately four times per day. Visual cues (either bollards, a change in material or pattern, or the use of a curb) are incorporated into the design to alert pedestrians that it is a shared space. In addition, no backing-up vehicular maneuvers take place in the Metro plaza, which further minimizes the potential for vehicular/pedestrian conflicts. (*Id.*)
38. Access to loading and parking for the Project is made via the podium. The Project utilizes a single curbcut for its parking and loading that is located in the southwestern corner of the Property at a signalized intersection. All passenger vehicles enter the garage and proceed to the two lower levels of the garage, where approximately 300 spaces are reserved. (*Id.*)
39. Loading for the entire Project occurs from the single curbcut on M Street. Loading is on the first level of the garage, where three berths at 30 feet deep are provided. Service corridors serving each of the three buildings are easily accessible from the loading area,

making it an ideal location for loading. Finally, all truck maneuvers are accommodated within the garage space and do not require any back-in maneuvers from M Street. As a part of this Project, the Applicant will reconfigure the traffic signal at the curb cut, as well as install a separate bike signal for the cycle track that will be located on the south side of M Street. The Applicant will continue to coordinate with DDOT regarding the final design of the curbcut and the driveway to the Project. (Ex. 2, 22, 34, 37.)

40. **Northern Residential Building:** The northern residential building is the largest of the three buildings. In addition to the retail uses in the podium, the northern residential building consists of approximately 450 residential units. The building is 120 feet tall and includes approximately 410,000 square feet of residential use. The mass of the building occupies the entirety of the northern portion of the Property, from 3rd Street to the railroad tracks. The break at the southern end of the building coincides with the view corridor of Patterson Street to the west, which creates a visual connection with the NoMA neighborhood west of the railroad tracks, while also visually establishing open space consistent with the street grid through the site. (Ex. 2.)
41. The residential building is bifurcated on the first three levels by the Metro plaza. The parcel to the north of the Metro plaza has its own separate entrance that can be used to access the lower floors of the building. There are two levels of retail uses, one potentially below grade and one at grade, which give the building a strong presence on Florida Avenue. The building is set back 15 feet from Florida Avenue for a height of approximately 33 feet in order to improve the retail experience. This expands the sidewalk space, making for more comfortable pedestrian maneuvers along Florida Avenue, which would otherwise be limited to the existing width of the sidewalk at six feet. The two parts of the floor plate will unite at the fourth level. (*Id.*)
42. The building's exterior is approximately 50% glass and 50% solid wall surface. The majority of the solid wall surfaces are brick – light gray blended brick at levels four and up and dark gray blended brick below level four. The N Street right-of-way, which previously bisected the northern end of the site, is formally expressed by the Metro plaza's open space at the lower three levels. Above that space, a change of color and pattern in the building's exterior marks the width of the former N Street right-of-way. On 3rd Street, a light gray metal and glazed armature flanks the right-of-way. The inset zone between the darker and lighter metal and glass armatures is clad in an orange brick and modulated with overscaled openings and stacked/paired balconies. (*Id.*)
43. **Southern Residential Building:** The southern residential building is located in the southeast corner of the Project and abuts 3rd Street to the east, the hotel to the west, the northern residential building to the north and M Street to the south. The building is 120 feet tall and includes approximately 175,000 square feet of residential use. The building's exterior is approximately 60% glass and 40% solid wall surface. The primary solid wall surfaces are made up of vertically corrugated metal panels in varying shades of dark gray. Smooth, lighter gray panels are employed in the recesses. The building's aesthetic plays with the proportions of the traditional industrial window, which features a grid-like array of horizontal and vertical mullions and small glass panes. By scaling up

this traditional window to contemporary residential dimensions, the southern residential building recalls industrial style but exemplifies modern architecture. (*Id.*)

44. **Hotel:** The hotel is located to the west of the southern residential building, north of M Street, east of the railroad tracks and south of the northern residential building. It includes approximately 200 rooms and 130,000 square feet of space. Similar to the other two buildings, the hotel is 120 feet tall. The building's exterior is approximately 50% glass and 50% solid wall surface. The solid wall surfaces on the west (track) façade are marked by composite concrete panels in varying shades of brown and gray. From a distance, these subtle color variations produce an abstract patchwork of vertically stacked panels. The solid wall surfaces of the east (courtyard) façade are constituted by a precast concrete framework infilled with composite wood panels tiered in three level assemblies. Again, these subtle color and texture variations produce an abstract patchwork enhancing this building's interior facade. (*Id.*)
45. **Open Spaces:** The industrial history of the site is reflected in the landscape through repetition, pattern, conveyance, graphics, style, and a muted industrial color palette. The Project provides a significant amount of attention to its open spaces. Open spaces of varying sizes, shapes and purposes are incorporated throughout the site. The most significant open space is the Metro plaza, included in the design of the northern residential building (also discussed above in relation to the podium). The Metro plaza will provide access for residents east of the railroad tracks to the NoMA-Gallaudet U Metrorail station via a planned tunnel connection to be constructed by WMATA. This will facilitate use of the Metrorail station for residents in the community, as well as those wishing to visit the community. The plaza space will not be "dead" space; but rather, at 30 feet tall, it will be open, dramatic, and vibrant. The space will include works of art to provide visual interest and will even incorporate the railroad tracks themselves as a point of interest through the use of an acrylic sound screen. The space is meant to be a passive gathering space that can be enjoyed by more than just those utilizing Metro. (*Id.*)
46. The Metro plaza is a mostly covered hardscape plaza that is flanked on the north and south sides by retail and on the west by the elevated railway system. The plaza is designed to accommodate extended outdoor retail opportunities such as outdoor dining adjacent to the retail spaces. An access drive for Amtrak maintenance vehicles is embedded into the plaza design through a change in paving materials in the covered plaza and through the use of a mountable curb on 3rd Street with a creative installation of linear pavers and planting bands within the tree amenity zone and the tenant zone to discourage other vehicular traffic from entering the plaza. Accommodations for the potential future Metro pedestrian tunnel connection under the train tracks to the New York Avenue Metro Station are being provided. The path to the tunnel is defined by special paving and paving patterns and includes an accessible path. (*Id.*)
47. The interim condition plan for the period before the Metro tunnel is constructed includes pop-up retail spaces and movable furniture located at the western end of the plaza that will activate and draw people into the space. (*Id.*)

48. The open space plans incorporate DeafSpace principles to pair deaf experiences with the built environment through the thoughtful analysis of space and proximity, sensory reach, mobility and proximity, light and color, and acoustics. (*Id.*)
49. The Project creates open spaces through building setbacks. On the southern edge of the Property, the podium is set back to create a triangle plaza, or M Street Plaza, that corresponds with the open space provided in connection with the REI project to the south of M Street. The M Street Plaza is a unique urban pocket park where people meet, mingle and connect with each other. This plaza blurs the lines between what is public and what is private. Terraced levels defined by monumental stairs allow for free flowing circulation through the space while points for access are provided to each level for individuals with disabilities. The prominent staircases allow for seating and gathering opportunities in the plaza. A focal feature in the form of a water scrim will begin in a linear water trough cantilevered from the second level terrace ending in a pool, or scrim, of water in the plaza. The scrim, water trough, and a gantry crane element on the second level visually connect the plaza and the second level open spaces. The plaza is animated by the retail on the northern edge, the entrance to the hotel and restaurant, and all of the outdoor dining associated with those establishments. The edges of the plaza are lined with large timber benches. (*Id.*)
50. The M Street Plaza wraps around the building to the corner of 3rd Street via open space provided by pulling back the corner of the southern residential building from the property line. Widening the sidewalk space at this location creates a more pedestrian friendly experience and encourages walking along the retail uses on 3rd Street. The Project widens the sidewalk in the middle of its 3rd Street frontage between M Street and the proposed Metro plaza to create visual interest in the street level façade by introducing movement to it, as well as to create more opportunities for retail uses to engage with pedestrians and the public realm to make the entire Project more open and inviting to the public. (*Id.*)
51. In coordination with properties currently being developed on the east side of 3rd Street, the west side of the street has a distribution that will include a two-foot transition zone including curb, a six-foot tree amenity zone, a 10-foot sidewalk zone, and a 10-foot tenant zone. Trees, low impact development basins, permeable pavers, and city standard streetlights, trash receptacles, and bike racks are integrated along the length of the street. The tenant zone is activated by plantings and opportunities for interactive sculpture. (*Id.*)
52. Finally, the Project sets back from the lot line a distance of 15 feet along Florida Avenue for a height of approximately 33 feet. Again, this was done to improve the safety and experience of the pedestrian. The existing sidewalk on Florida Avenue is narrow (six feet wide), creating discomfort with pedestrians as they are pushed close to a busy roadway. Widening the sidewalk provides a more comfortable space for pedestrians, which eases the current path between the Property and the NoMA-Gallaudet U. Metrorail Station. (*Id.*)

53. The Project incorporates a significant amount of open private space, including its second story terrace and its rooftop amenity space. The second level terrace delicately balances the needs, functions, and levels of access for the three different uses adjacent to the courtyard, which are the hotel, the southern residential building, and the northern residential building. A restaurant dining area or outdoor function area on the southwest corner of the terrace provides activity and vibrancy to both the second level and the plaza below. Located at the eastern edge of the dining area or function area is the main focal feature of the design, a gantry crane that ties the second level terrace to the M Street Plaza at street level below. A gantry crane that currently operates inside the Central Armature Works was the inspiration for this feature. (*Id.*)
54. The southern residential building features a great lawn and grilling stations. The great lawn is separated from the restaurant dining area or outdoor function space by the gantry crane water feature. The northern residential building has outdoor amenity spaces on this level. They include a multi-purpose lawn, seating areas, grilling stations, and a video screen. The lush landscape lush features groves of trees providing buffers and visual separation between the buildings and the amenity spaces. (*Id.*)
55. Each building offers rooftop amenities as well. It is anticipated that the hotel will have a small pool for guests, various seating areas and a restaurant/bar with views of the city. The southern residential building has lounge seating, a grilling bar, and an outdoor fireplace all in an intimate setting. The northern residential building takes advantage of the views to the south to showcase a generous pool and outdoor amenity terrace with strong connections to the indoor amenity space. Features that may be included in this amenity terrace are grilling stations, pergolas, televisions, and fire elements. (*Id.*)
56. A composite of extensive and intensive green roof systems will be created for the roof and penthouse levels of each building. These green roof systems reduce storm water runoff; conserve water; mitigate the urban heat island effect; reduce noise; create habitat for birds, insects, and butterflies; provide great aesthetic value, and even aid in fire protection. The planting design will utilize native and adaptive plants throughout the Project. In storm water filtration and bio-retention planters, plants will be specifically selected to thrive in those locations and to perform the filtration function. (*Id.*)

PUD Flexibility Requested

57. Section 411.4(c): The Applicant seeks special exception relief to allow a restaurant in the hotel penthouse. (Ex. 22.)
58. Section 411.9: The Applicant seeks relief to allow varying heights for the habitable penthouse space. (*Id.*)
59. Section 775.5: Though no side yard is required, the Applicant is providing a 15-foot side yard along the railroad tracks. If a side yard is provided, it must be a minimum of 20 feet wide; accordingly, the Applicant seeks relief from this requirement. (*Id.*)

60. Section 2115.9: The Applicant is providing 60 valet parking spaces for the hotel use; however, the Project as a whole is not considered a “commercial” project and is not permitted to include valet parking spaces in its parking supply. The Applicant seeks relief from this section so that the hotel valet parking spaces are included in the proposed parking supply. (*Id.*)
61. Section 2201.1: The Applicant seeks variance relief from the requirement to provide a 55-foot loading berth for the residential uses. (*Id.*)
62. Section 2605: The Applicant is exploring the potential for establishing the southern residential building as a condominium building. In the event it does so, it seeks flexibility to locate all of the affordable units available to households with an annual income no greater than 50% AMI in the northern (rental) residential building. (*Id.*)
63. In addition to the relief required from the Zoning Regulations, the Applicant seeks flexibility in the implementation of the Project, including: (*Id.*)
 - a. To vary the location and design of all interior components, including but not limited to partitions, structural slabs, doors, hallways, columns, signage, stairways, mechanical rooms, elevators, and toilet rooms, provided that the variations do not change the exterior configuration or appearance of the structure (22C.);
 - b. To vary final selection of the exterior materials within the color ranges and general material types approved, based on availability at the time of construction (22C.);
 - c. To vary the location of the affordable units so long as their location is generally consistent with the locations noted in Exhibit 46, in that they must remain consistent with the requirements of § 2605.6. The proffered levels of affordable housing shall not be modified (22C.);
 - d. To make minor refinements to exterior details, dimensions, and locations, including belt courses, sills, bases, cornices, railings, balconies, trim, frames, mullions, spandrels, or any other changes to comply with Construction Codes or that are otherwise necessary to obtain a final building permit, or are needed to address the structural, mechanical, or operational needs of the building uses or systems (22C.);
 - e. To vary the exterior design of the retail space per the specifications of the retailer;
 - f. To vary the proposed residential unit range and hotel room range by 10%;
 - g. To vary the number of proposed parking spaces by 10% and to refine the parking layout in an effort to create a more efficient plan;

- h. To extend the footprint of the garage toward the southern lot line so long as it remains within the lot lines and below grade along both M and 3rd Streets. The extension of the garage will not increase the proposed parking beyond the flexibility noted above;
- i. To provide approximately 10,000 square feet of additional retail space below grade in the northern residential building along Florida Avenue and approximately 7,000 square feet on the second floor of the northern residential building along Florida Avenue. It also seeks flexibility to provide potential mezzanine space within retail spaces, per tenant specifications;
- j. To adjust details of the 3rd Street streetscape after coordination with other stakeholders and relevant District agencies;
- k. To modify the penthouse design for the hotel per specifications of the final operator. The parameters of the massing (height, density and set back) will not change and no additional relief is permitted as a part of this flexibility;
- l. To reduce or eliminate the Florida Avenue projection in the event the sidewalk is not widened, per current DDOT plans (Ex. 22C.);
- m. To modify the location of the structural wall supporting the Amtrak track bed and the design of the area immediately adjacent, based on the final engineering of the foundation system developed in coordination with Amtrak (Ex. 22C.);
- n. To provide interim, “pop-up” retailers and movable fixtures in the Metro plaza; and
- o. Phasing: The Applicant anticipates constructing the Project in one phase; however, it would like the flexibility to construct it in two phases should market conditions change. The proposed phasing would allow the Applicant to apply for a building permit for the northern residential building, and corresponding portion of the podium, within two years of approval of this PUD and to apply for a building permit for the southern residential building, hotel, and corresponding podium within four years of the approval of this PUD.

Project Amenities and Public Benefits

- 64. As detailed in the Applicant’s testimony and written submissions, the proposed PUD will provide the following project amenities and public benefits: (Ex. 2, 22, 37A1-37A3, 46-46B.)
 - a. Exemplary Urban Design, Architecture, and Open Spaces.
 - (i) The Project effectively incorporates public spaces into the site plan: whether it is through building setbacks, a Metro plaza or an enhanced streetscape, the site plan has been thoughtfully crafted. The Applicant will

coordinate with other stakeholders to establish a uniform and pedestrian-friendly streetscape along 3rd Street. In addition to these improvements, the retail spaces that are proposed establish a rhythmic pattern along 3rd Street that varies with each façade. The streetwall is not monotonous and uniform; rather it incorporates varying materials and unique articulations to create an active pedestrian experience. It also opens view corridors along both N and Patterson Streets that do not currently exist and emphasizes the openness of the site. In addition to the public spaces, the Project includes generous courtyards on the second level to be enjoyed by residents, guests and patrons of the hotel;

- (ii) The overall massing of the Project was designed with specific thought to its context. It utilizes a podium to address the challenges posed by the neighboring railroad tracks. It also utilizes a soundwall along the western façade and double-glazed windows to minimize the impacts of sound from the railroad. The height of the building helps to establish the uses adjacent to the railroad tracks, which might otherwise compete with the site. Each building was designed as an independent building and incorporates its own unique design and materials, all of which are of high quality; and
 - (iii) Finally, the Project incorporates several pieces of art, including a mural wall in the Metro plaza and a water feature in the southern plaza. The art engages visitors and creates an inviting and attractive environment;
- b. Site Planning and Efficient Land Utilization. The Project transforms an underutilized warehouse and surface parking lot into a mixed-use development that brings numerous advantages to the community, including access to a future Metrorail pedestrian tunnel, connecting the east and west sides of the railroad tracks. Its location helps infill sites that bridge the gap between NoMA and the Florida Avenue Market, creating a continuous community comprised of a true mix of uses;
 - c. Housing and Affordable Housing. The Project will create approximately 650 new residential units, including 50 affordable units, on a site where no residential use currently exists. Approximately half of these units are reserved for households with an annual income no greater than 50% of the Area Median Income;
 - d. Effective and Safe Vehicular and Pedestrian Access and Transportation Demand Management (“TDM”) Measures.
 - (i) The Project utilizes a single curbcut for access to its parking and loading. All vehicular maneuvers take place within the garage and do not require any back-up maneuvers over public space. By limiting all vehicular access to a single curbcut and by eliminating back-up maneuvers, the Project reduces significantly the likelihood of a pedestrian/vehicle conflict. The Project also incorporates a new traffic signal at the south

side of the M Street and Delaware intersection to ensure that there are no vehicle/bicycle conflicts as bikes cross over to the cycle track on the southern side of M Street; and

- (ii) One of the more prominent features of the Project is the Metro plaza, which facilitates connections with the NoMA-Gallaudet U. Metrorail Station. The plaza directly responds to this objective as it facilitates a direct connection with the Metrorail Station, whereas, the community east of the railroad tracks is otherwise forced to use Florida Avenue or M Street for Metro access;
- e. Environmental Benefits. The Project is designed to achieve a minimum of 56 LEED points. In addition, the Applicant integrates at least 6,000 square feet of solar panels onsite;
 - f. Employment and Training Opportunities. The Applicant has entered into a First Source Agreement with the Department of Employment Services; and
 - g. Uses of Special Value. The Applicant is offering the following benefits and amenities as uses of special value, in addition to those items referenced above:
 - (i) The Project incorporates several art features throughout the site for public enjoyment. The art engages visitors and helps to create an inviting environment. Several of the art installations will meet the community's expressed interest for playable/active art for children. The Applicant shall design and install, to a cost of up to \$250,000, the following art:
 - A gantry crane/industrial art element in the M Street Plaza inspired by the family-run business that is currently operating on the site and has been based in the District for 101 years;
 - An artistic water feature that complements the gantry crane/industrial art element describe above and activates the M Street Plaza; and
 - At least three pieces of playable or interactive art in the public space along the 3rd Street side of the Project, to be maintained by the Applicant on an ongoing basis;
 - (ii) The Applicant will contribute \$100,000 to an endowment fund, managed by the Project's owners' association in partnership with the NoMA BID, to finance rotating art and murals in the Metro plaza. The \$100,000 fund contemplates an average of \$20,000 spent every three years on a new mural either on the WMATA wall at the back of the Metro Plaza or on the ceiling of the Metro plaza or sculpture in the Metro plaza, resulting in rotating artwork for 15 years after completion of the Project. The type,

location, and design of artwork will be determined by a five-person panel comprised of the property owners' association (three members), the NoMA BID (one member) and ANC 6C (one member); and

- (iii) The Applicant will set aside a minimum of 7,000 square feet of space for maker uses within the Project. Maker uses are defined as "Production, distribution, or repair of goods, including accessory sale of related product; uses encompassed within the Arts, Design, and Creation Use Category as currently defined in 11 DCMR Subtitle B § 200.2, including an Art Incubator and Artist Live Work Space, as currently defined in 11 DCMR Subtitle B § 100.2, but not including a museum, theatre, or gallery as a principal use; production and/or distribution of food or beverages and the accessory sale or on-site consumption of the related food and beverage; design related uses as defined in 11 DCMR Subtitle U Section 700.6(e)." These spaces shall secure a certificate of occupancy specifying a PDR use and the square footage allocated to such use. Prior to issuance of any certificate of occupancy for the building, the Applicant shall provide an update on the status of fulfilling its commitment to provide maker space. If the commitment has not yet been fulfilled, the Applicant shall demonstrate where the balance of the commitment may be accommodated within the building.

Compliance with PUD Standards

- 65. In evaluating a PUD application, the Commission must "judge, balance, and reconcile the relative value of project amenities and public benefits offered, the degree of development incentives requested, and any potential adverse effects." The Commission finds that the development incentives for the height, density, use, and flexibility are appropriate and fully justified by the additional public benefits and project amenities proffered by the Applicant. The Commission finds that the Applicant has satisfied its burden of proof under the Zoning Regulations regarding the requested flexibility from the Zoning Regulations and satisfaction of the PUD standards and guidelines set forth in the Applicant's statement, the DDOT report, and the OP report.
- 66. The Commission credits the testimony of the Applicant and its experts as well as OP, the ANC, and DDOT, and finds that the superior design, site planning, including the Metro plaza and other public spaces, streetscape improvements, housing and affordable housing, are uses of special value, and all constitute acceptable project amenities and public benefits.
- 67. The Commission finds that the PUD as a whole is acceptable in all proffered categories of public benefits and project amenities. The proposed benefits and amenities are superior as they relate to urban design, landscaping, housing and affordable housing, effective and safe transportation access, and uses of special value to the neighborhood and the District as a whole.

68. The Commission finds that the character, scale, massing, mix of uses, and design of the PUD are appropriate, and finds that the site plan is consistent with the intent and purposes of the PUD process to encourage high quality developments that provide public benefits. Specifically, the Commission credits the testimony of the Applicant and the Applicant's architectural and transportation planning witnesses that the PUD represents an efficient and economical redevelopment of a strategic and transit-oriented parcel neighboring a Metrorail station.
69. The Commission credits the testimony of OP and DDOT, and accepts the ANCs' report and testimony, noting that the PUD will provide benefits and amenities of substantial value to the community and the District commensurate with the additional height, density, and mix of uses sought through the PUD process. The Commission notes that the proposed massing and mix of uses is consistent with the NoMA Vision Plan.
70. The Commission credits OP and DDOT's testimony that the impact of the PUD on the level of services will not be unacceptable:
- a. DDOT assessed the potential safety and capacity impacts of the proposed action on the District's transportation network and proposed mitigations commensurate with the action; (Ex. 27.)
 - b. DDOT concluded that the Applicant's CTR utilized sound methodology; existing transit service should have capacity to accommodate future demand; the Applicant demonstrated that two intersections with deficient levels of service under the Future with Development scenario can be mitigated by restriping to include an exclusive left-turn lane on at least one approach: 1st and M Street, N.W. (southbound 1st Street, N.E. approach) and 2nd Street and L Street, N.E. (westbound L Street, N.E. approach); and that the Applicant's TDM plan is sufficient for the development and the Applicant has provided additional TDM elements to offset impacts to intersections throughout the study area that cannot be directly mitigated; and (Ex. 27.)
 - c. OP noted that the Project is in keeping with the development magnitude envisioned by the Comprehensive Plan. (Ex. 26.)
71. The Applicant's CTR confirmed that the PUD would not have a detrimental impact on the surrounding transportation network. This is due in large part to the site's proximity to the Metrorail and the proposed TDM plan. The CTR concluded that the Property is surrounded by an expansive local transportation network that allows for efficient transportation options via transit, bicycle, walking or vehicular modes:
- The site is served by a local vehicular network that includes several minor arterials such as M Street and 4th Street, N.E., as well as an existing network of connector and local roadways that provide access to the site;
 - The Metrobus system provides local transit service in the vicinity of the site, with three lines that service to the site;

- There are existing bicycle facilities, including the Metropolitan Branch Trail, 4th Street bike lanes and the M Street Cycle Track; and
 - Most roadways provide sidewalks with crosswalks and anticipated pedestrian routes provide acceptable facilities. (Ex. 22-22A.)
72. The Project reduces the number of curb cuts on the site. There are currently four curb cuts located along 3rd Street. The Project eliminates each of those, with the exception of Amtrak access to the tracks. Instead, all vehicular access to the site will be via a single curb cut on M Street. (*Id.*)
73. This curb cut will serve all of the loading facilities. The Project will provide three loading berths, which the CTR deemed sufficient to serve the anticipated number of deliveries and associated loading activity. The transportation report assumed three shared deliveries per day, up to three residential deliveries per day, 18 retail deliveries per day and two hotel deliveries per day. Twenty-six deliveries can be accommodated by the proposed loading facilities. (*Id.*)
74. The curb cut will also provide access to the parking facilities. The Project will include approximately 356 parking spaces, which exceeds the parking requirement. The Project will also provide approximately 220 secure long-term bicycle spaces, which exceeds the bike parking requirement. In light of these facilities, the PUD-generated parking will not need to use on-street parking. (*Id.*)
75. The elimination of the three curbcuts on 3rd Street creates approximately seven on-street parking spaces. (*Id.*)
76. The capacity analysis of the CTR took into consideration ten developments that have been approved and are located within the vehicular study area of the CTR as well as nine developments that were either going through the entitlement process or were outside the vehicular study area. This was done to better assess the impacts of the Project. (*Id.*)
77. The analysis concluded that the Project would have impacts on six intersections and that those impacts can be mitigated:
- 3rd Street and Florida Avenue – this intersection can be improved by adjusting signal timings so that the northbound and southbound approaches receive more green time;
 - First Street and M Street, N.W. – The Applicant studied this intersection and DDOT will continue to monitor the intersection to determine if an exclusive left turn lane for the southbound approach is warranted. Otherwise, signal timing changes to reduce the delay along northbound and southbound travel will mitigate any impacts;
 - North Capitol Street and M Street – This intersection falls under the NoMA two-way conversion plan, which will result in a westbound approach where one does

not exist today. DDOT studied operations at this intersection; the Applicant's report explored short-term operational mitigations that could be implemented prior to issuance of DDOT's full study;

- First Street and M Street, N.E. – Similar to above, DDOT studied the impact of the NoMA two-way conversion plan; the Applicant's report explored short-term operational mitigations that could be implemented prior to issuance of DDOT's full study;
- 2nd Street and L Street, N.E. – The westbound approach of the intersection can be modified to allow a westbound left turning lane by restricting parking along the north side of L Street, which allows the intersection to operate at acceptable conditions; and
- 2nd Street and K Street, N.E. – Signal timing adjustments were made to allow more green time for the northbound and southbound approach.

78. The Project is well served by Metrobus and Metrorail. The NoMa-Gallaudet U Metrorail Station is located less than one-tenth of a mile from the Property. The site is also serviced by Metrobus with stops located in the vicinity of the Property.
79. DDOT has developed a plan to identify transit challenges and opportunities and to recommend investments, in response to population growth that challenges District transit infrastructure, as outlined in *Transit Future System Plan*. This report marks Florida Avenue as the site for a future streetcar line running from Woodley Park/Adams Morgan to Congress Heights. It also identifies Florida Avenue as a corridor in need of a Metro Express.
80. The Commission credits the testimony of the Applicant's traffic consultant, who submitted a comprehensive transportation review that concluded that the PUD would not have adverse effects due to traffic, parking, or loading impacts. The Applicant is providing a substantial TDM package, that DDOT supports, which will not only mitigate impacts from the Project, but also will generally improve existing conditions. Specifically, the Applicant will improve pedestrian circulation around the Property, encourage use of alternative modes of transportation, and minimize vehicular conflicts by reducing the number of curbcuts onsite. Any traffic, parking, or other transportation impacts of the PUD on the surrounding area are capable of being mitigated through the measures proposed by the Applicant and are acceptable given the quality of the public benefits of the PUD, particularly in light of the connection to Metro being proffered. (Ex. *Id.*)
81. The Commission acknowledges one of the environmental features of this Project is that it will involve remediating an existing brownfield and that the Applicant will remediate the contamination currently on the site and safeguard against future contamination. DOEE has granted conditional approval of the Applicant's Voluntary Remediation Action Plan. The Commission supports efforts to remediate contaminated properties. (Ex. 22.)

82. The water and sanitary service usage resulting from the Project will have an inconsequential effect on the District's delivery systems. The site is currently served by all major utilities. The Project's proposed storm water management and erosion control plans will minimize impact on the adjacent properties and existing storm water systems. (Ex. 2.)
83. The Project will satisfy all District stormwater requirements. BMP facilities will be strategically located downstream of surface flow to capture and retain stormwater per DOEE regulation. The approved stormwater facilities mark a major improvement beyond the current facilities onsite. (Ex. 22C, Sheet 6.09.)
84. The Project incorporates bioretention facilities that will facilitate retaining and using water on-site
85. The development plans included detailed provisions controlling dust and pollutants during construction. (Ex. 22C, Sheet 6.07.)

Compliance with the Comprehensive Plan

86. The Project furthers the following Guiding Principles of the Comprehensive Plan, as outlined and detailed in Chapter 2, the Framework Element: (Ex. 12.)
 - a. Change in the District of Columbia is both inevitable and desirable. The key is to manage change in ways that protect the positive aspects of life in the city and reduce negatives such as poverty, crime, and homelessness; (217.1)
 - b. Redevelopment and infill opportunities along corridors and near transit stations will be an important component of reinvigorating and enhancing our neighborhoods. Development on such sites must not compromise the integrity of stable neighborhoods and must be designed to respect the broader community context. Adequate infrastructure capacity should be ensured as growth occurs; (217.6.)
 - c. Growth in the District benefits not only District residents, but the region as well. By accommodating a larger number of jobs and residents, we can create the critical mass needed to support new services, sustain public transit, and improve regional environmental quality; (217.7.)
 - d. The recent housing boom has triggered a crisis of affordability in the city, creating a hardship for many District residents and changing the character of neighborhoods. The preservation of existing affordable housing and the production of new affordable housing both are essential to avoid a deepening of racial and economic divides in the city. Affordable renter- and owner-occupied housing production and preservation is central to the idea of growing more inclusively; and (218.3.)

- e. Increased mobility can no longer be achieved simply by building more roads. The priority must be on investment in other forms of transportation, particularly transit. Mobility can be enhanced further by improving the connections between different transportation modes, improving traveler safety and security, and increasing system efficiency. (220.1.)
87. The PUD process is an avenue to transform the Property to a higher and better use that contributes to the surrounding community. Whereas the existing industrial use on-site is insular and detached from the community, the Project will integrate the parcel with the neighborhood and will facilitate connections with the broader community that do not currently exist. The PUD is aligned with many goals and objectives of the District of Columbia Comprehensive Plan, namely providing residential uses within the Central Washington Area Element and adjacent to Metro stations.
88. The Future Land Use Map (“FLUM”) includes the Property in the mixed-use Medium Density Residential/Production, Distribution and Repair land use category. The proposed rezoning is consistent with this as it facilitates the construction of a high-quality mixed-use project. The C-3-C Zone District allows for a mix of uses, including residential uses, which would not be feasible under the existing zoning designation. The Project consists of a 5.25 FAR of residential uses, which is consistent with the medium-density residential designation; and 1.4 FAR of hotel and retail uses, which is consistent with the PDR designation. The proposed height, density, and uses of the PUD is not inconsistent with this designation.
89. The context of the Project also speaks to the appropriateness of the proposed height and density. The Property immediately abuts railroad tracks to its west, which creates obvious challenges and necessitates raising the residential level above the railroad tracks. The podium allows for a vertical buffer between the residential use and the railroad tracks. The Project includes a podium that varies in height from 14 feet to 22 feet in order to create this differentiation. The entirety of the podium counts against the gross floor area of the site; yet, it functions as a new “grade” for the base of the Project. Whereas some of the podium uses would typically be located below grade and would not have an FAR consequence, they do in this instance because it is located above grade.
90. OP testified that reserving 7,000 square feet of area for PDR uses is consistent with the PDR designation of the site. The PDR designation also calls for tourism support uses, such as a hotel, which is reflected in the Project. (November 3, 2016 Tr., p. 98.)
91. The Generalized Policy Map (“GPM”) includes the Property in the Land Use Change Area category. This GPM category is described as follows: “Land Use Change Areas are areas where change to a different land use from what exists today is anticipated.” The Project converts an underutilized industrial site to a mixed-use development that engages and contributes to the community and is consistent with its GPM designation.
92. The Commission credits the testimony of the Applicant and OP regarding the compliance of the PUD with the District of Columbia Comprehensive Plan. The development is consistent with and furthers the goals and policies in the map, citywide, and area

elements of the plan. The Commission has weighed the elements of the Comprehensive Plan and finds that the elements listed below are priorities for the District and are promoted by the Project: (Ex. 2, 22, 37A1-37A3, 46-46B.)

- a. The Commission finds that the proposed PUD is not inconsistent with the written elements of the Comprehensive Plan and promotes the policies of its Land Use, Transportation, Environmental, Housing, and Urban Design Citywide Elements and its Central Washington Area Element;
 - b. The Project implements Land Use Element policies that encourage growth and revitalization on an underutilized site adjacent to a Metrorail station. Providing residential uses near a Metrorail station is not inconsistent with the Comprehensive Plan. The Property is also located in the Central Employment Area, which is appropriate for the greatest concentration of the city's private office development and higher density mixed land uses, including commercial/retail, hotel, residential, and entertainment uses; (See land use elements 1.1.3, 1.3.1, 1.3.2, 1.3.3, 1.41., 2.1.3, 2.2.4, 2.4.1, 2.4.5, 3.1.4.)
 - c. The Project implements Transportation Element policies that promote transit-oriented development and urban design improvements and discourages auto-centric practices. The PUD provides direct access to the Metrorail Station through the construction of the Metro plaza. Such a portal is a significant benefit to the community; (See transportation elements 1.1.4, 1.2.3.)
 - d. The Project implements Housing Element policies that encourage expansion of the city's supply of high-quality market-rate and affordable housing, including affordable housing units that provide deeper affordability limits. The expansion of residential uses is especially supported in the Central Washington Area; (See housing elements 1.1, 1.1.1, 1.1.3, 1.1.4, 1.1.6.)
 - e. The Project implements Urban Design Element policies that call for enhancing the aesthetic appeal and visual character of areas around major thoroughfares. The PUD significantly improves an underutilized parcel of land along a key entrance to the City, the Amtrak railroad tracks. The PUD also enhances the streetscape along M and 3rd Streets and Florida Avenue; and (See urban design elements 2.2.1, 2.2.3, 2.2.5, 3.1.7.)
 - f. The Project advances several objectives of the Central Washington Area Element, including the development of residential uses, provision of hotel and hospitality services and the introduction of an overall mix of uses to create activity and interest. (See Central Washington Area elements 1.1.1, 1.1.4, 1.1.10, 2.8.1, 2.8.3.)
93. The Commission credits the submissions of the Applicant and OP that the PUD is consistent with and furthers the goals of the NoMA Vision Plan. The NoMa plan lists a number of recommendations for this sub-area. Those relevant to this Project include:

- Locating the greatest height and density near the NoMa Metro station;
- Enhance connections to the Florida Avenue Market and strive for a synergy of uses in new project plans;
- Work with DC Commission on the Arts and Humanities to ensure a strong art presence in streets and public spaces, to include visual artists in preliminary phases of projects, and to fund artist/underpass projects;
- Encourage diversity of housing types, including live-work and flexible space for artists and artisans;
- Work with WMATA to study connections to New York Avenue Metro Station, including pedestrian links between the Florida Avenue Market and the metro station; and
- Encourage public art in streetscape design as part of the proposed public realm plan and in individual projects. (Ex. 2, 12, 26.)

94. Specifically regarding uses, the plan states that potential uses could include:

- Arts and design-oriented businesses and creative industries that can be broadly defined around the goal of creating job diversity. Potential tenants could include: technology companies, furniture manufacturers and designers, architects, engineers, electronics distributors, sign-makers, metal fabricators, jewelers, artists/sculptors, graphic designers, software engineers, video, radio and television production, motion picture and sound recording, broadcasting, publishing industries, internet-related services, in addition to other uses;
- Non-profit office uses;
- Retail, in particular at ground floor, neighborhood-serving, smaller scale, such as coffee shops, dry cleaners, restaurant/café/bar/club; including design-related retail, showroom component of live-work uses, and uses that reinforce the connection between the Florida Avenue Market and the Metrorail Station entrance at M Street.” (Ex. 2, 12, 26.)

95. The Project meets the plan guidance of concentrating height and density near Metro, and greatly enhances the streetscape at the edge of this site. The building allows for improved connections to Metro by reserving a pass-through to a potential future pedestrian tunnel to the station. The application also meets the Plan’s goals to provide a diversity of housing types. The application also provides a strong arts and creative economy presence, with the dedication of at least 7,000 square feet of space to maker uses. (Ex. 2, 12, 26.)

Agency Reports

96. By report dated October 24, 2016, OP recommended approval of the application. OP confirmed that the Project supports the written elements of the Comprehensive Plan and is not inconsistent with the Future Land Use and Generalized Policy maps of the Comprehensive Plan. OP also noted that the Project is consistent with the NoMA Vision Plan with its proposed height and density and mix of uses. (Ex. 26.)
97. OP concluded that the benefits and amenities were commensurate given the flexibility requested. (Ex. 26.)
98. OP recommended approval of the application subject to the following: (Ex. 26; November 3, 2016 Tr., pp. 97-100.)
 - a. Provide a greater commitment to PDR, maker or related uses.
 - At the public hearing, however, OP testified that the proffered 7,000 square feet of PDR uses was adequate and consistent with the PDR designation; (*Id.*)
 - b. OP does not support the requested flexibility in the location of the PDR or maker uses.
 - At the public hearing, however, OP testified that it supported the requested flexibility, understanding that flexibility was necessary to accommodate different maker uses; (*Id.*)
 - c. The design should achieve a greater LEED-equivalent rating.
 - At the public hearing, however, OP testified that it believed the proposed sustainability features were appropriate despite the fact the Applicant was not seeking certification at the LEED-Gold level. It acknowledged that the Project incorporates other green features that are not adequately accounted for in the LEED scoring system; (*Id.*)
 - d. The Applicant is proposing some significant art features for the Project. Additional detail is needed to ensure that the community fully realizes this Project benefit.
 - OP was satisfied with the level of information provided by the Applicant at the public hearing, understanding that the Applicant would be responsible for maintenance of the artwork; (*Id.*)
 - e. The Applicant should commit to LSDBE and First Source agreements, or provide a rationale for the lack of a commitment.
 - OP was satisfied that the Applicant agreed to enter into a First Source agreement with the Department of Employment Services; and (*Id.*)
 - f. Provide details about the location and size of signage

- OP was satisfied with the details that were provided at the public hearing in the Applicant's post-hearing submission.
99. By report dated October 24, 2016, DDOT noted its support of the application. DDOT noted that it had no objections to the PUD though it did expect continued coordination with the Applicant on public space issues, the final design of the curbcut on M Street, proposed loading, the final location of the Capital Bikeshare, and proposed restriping on 1st and L Streets. (Ex. 27.)
 100. The Applicant will continue to coordinate with DDOT with respect to the following items: (Ex. 27.)
 - a. Traffic signal and geometric modifications at M Street/Delaware Avenue/Site driveway;
 - b. Final design of public space;
 - c. Loading Management Plan will limit truck size to 40 feet or less;
 - d. Re-striping at 1st Street/M Street, N.W. and 2nd Street/L Street, N.E.;
 - e. The location of the Capitol Bikeshare station; and
 - f. The final location of the Florida Avenue curb line.

Advisory Neighborhood Commission Reports

101. ANC 6C submitted a letter in support of the application, authorizing Tony Goodman to testify at the hearing. The ANC voted unanimously, 4:0, to support the application and its proposed amenities, including affordable housing with reduced AMI requirements; a public plaza along M Street facing the Uline Arena; and creation of an accessway at N Street under the train racks providing better access to the Metro station. (Ex. 23)
102. Mr. Goodman testified at the hearing that the application was a model case demonstrating how the PUD process can be done successfully. He further testified that this Project responded to community needs and desires. (November 3, 2016 Tr., pp. 107-110.)
103. Mr. Goodman noted that the Applicant undertook extensive public outreach and reached out to long-term neighbors in the immediate vicinity of the Project. (*Id.*)
104. Mr. Goodman testified that the UMN neither attended any public meetings on the Project nor reached out to him to discuss the Project or to voice any concerns. (*Id.*)

Parties in Support and in Opposition

105. Other than the ANC, which was automatically a party to this application, there were no additional parties to this application, either in support or in opposition.

Persons and Organizations in Support or Opposition

106. The Coalition for Smarter Growth submitted a letter in support of the application. The Coalition noted that it supported the Applicant's sustainability program and agreed that the LEED program does not accurately reflect the sustainable benefits of the Project. It noted that LEED does not appropriately value other Sustainable DC commitments, such as the goal to shift to a 75% non-driving mode share for individual trips. Unfortunately, LEED is not designed to give appropriate credit to the environmental benefits of the vehicle trip reduction features of transit-oriented development. The provision of the Metro station entrance provides significant transportation benefits for the greater community and the cost associated with accommodating this entrance on private property for the good of a larger area, and overall improved transit accessibility should be considered. Shortening the walk to the NoMa Metro station is a significant measure to make riding transit more convenient for the rapidly growing east side of the railroad tracks. This walk connection will increase transit use and bicycling, and reduce the desire to use a private motor vehicle. This link is critically important to fulfill both the community's desire for this shortened access to the Metro station, and to achieve a higher level of environmental performance for the area. (Ex. 24.)
107. Cheryl Cort testified in support of the application at the public hearing on behalf of the Coalition. She noted that the Project proposed a favorable parking ratio and incorporated TDM strategies that mitigate the proposed density of the Project. (November 3, 2016 Tr., pp. 111-113.)
108. Over 100 residents submitted letters in support of the application: 37 letters in support were submitted by immediate neighbors of the Project; 59 letters in support were submitted by neighbors living in the 20002 zip code; and six letters in support were provided by others who live farther away from the Project. The letters detailed support for the introduction of residential uses on the Property, including affordable housing. The neighbors also noted support for the public open spaces and artwork incorporated into the Project. The residents concluded that the PUD would enhance the neighborhood, improve pedestrian circulation and bring new residents to the community. (Ex. 30-32.)

CONCLUSIONS OF LAW

1. Pursuant to Zoning Regulations, the PUD process is designed to encourage high-quality development that provides public benefits. (11 DCMR § 2400.1.) The overall goal of the PUD process is to permit flexibility of development and other incentives, provided that the PUD project "offers a commendable number of quality of public benefits, and that it protects and advances the public health, welfare, and convenience." (11 DCMR § 2400.2.)
2. The Commission used the PUD process to ensure that impacts on neighborhood stability, traffic, parking and environmental quality were assessed and adequately mitigated.

3. Under the PUD process of the Zoning Regulations, the Commission has the authority to consider the application as a consolidated PUD and it has the authority to approve a PUD-related map amendment. The Commission may impose development guidelines, conditions, and standards that may exceed or be less than the matter-of-right standards identified for height, density, lot occupancy, parking, loading, yards, or courts.
4. The Property meets the minimum area requirements of Chapter 24 of the Zoning Regulations.
5. Proper notice of the proposed PUD was provided in accordance with the requirements of the Zoning Regulations and as approved by the Commission.
6. The development of the PUD will implement the purposes of Chapter 24 of the Zoning Regulations to encourage well-planned developments that will offer a mix of uses with more attractive and efficient overall planning and design not achievable under matter-of-right standards. Here, the height, character, scale, massing, mix of uses, and design of the proposed PUD is appropriate. The proposed redevelopment of the Property, with a mix of residential, retail, and lodging uses, capitalizes on the Property's transit-oriented location and is compatible with citywide and area plans of the District of Columbia, including the NoMA Vision Plan, which was adopted by the Council.
7. The Commission has judged, balanced, and reconciled the relative value of the Project amenities and public benefits offered, the degree of development incentives requested, and any potential adverse effects, and concludes approval is warranted for the reasons detailed below. It has specifically studied the impacts of this Project has determined that the benefits far exceed the impacts of the Project; nevertheless, impacts of the Project can be mitigated.
8. The PUD complies with the applicable height and bulk standards of the Zoning Regulations and will not cause a significant adverse effect on any nearby properties. The residential, lodging and retail uses for this PUD are appropriate for the Property's location. The Project's height, bulk, and uses are consistent with the District's planning goals for the surrounding neighborhood.
9. The Commission notes that the Property is surrounded by medium- and high-density developments, which underscores the appropriateness of the proposed development. It also underscores that the Project will not adversely affect neighboring properties; it will not adversely affect light and air of neighboring properties.
10. The PUD provides superior features that benefit the surrounding neighborhood to a significantly greater extent than the matter-of-right development on the Property provides. The Commission finds that the urban design, site planning, public space improvements, efficient and safe transportation features and measures, housing and affordable housing, ground-floor retail uses, and uses of special value are all significant public benefits. A primary benefit of this Project is the Metro plaza, which will benefit the community significantly. The impact of the PUD is acceptable given the exceptional quality of the public benefits of the PUD.

11. The Commission notes that the impact of the PUD on the surrounding area and the operation of city services is not unacceptable. The Commission agrees with the conclusions of the Applicant's traffic expert and DDOT that the proposed PUD will not create adverse traffic, parking, loading or pedestrian impacts on the surrounding community nor will it create adverse impacts on the capacity of the road network. The application will be approved with conditions to ensure that any potential adverse effects on the surrounding area from the development will be mitigated.
12. Approval of the PUD is not inconsistent with the Comprehensive Plan. The Commission agrees with the determination of OP and finds that the proposed PUD is consistent with the Property's Medium-Density Residential and PDR designations on the Future Land Use Map and furthers numerous goals and policies of the written elements of the Comprehensive Plan as well as other District planning goals for the immediate area, including the NoMA Vision Plan.
13. The Commission notes that the Future Land Use Map is not a zoning map. Whereas zoning maps are parcel-specific, and establish detailed requirements for setbacks, height, use, parking, and other attributes, the Future Land Use Map does not follow parcel boundaries and its categories do not specify allowable uses or dimensional standards. By definition, the Map is to be interpreted broadly. The densities within any given area on the Future Land Use Map reflect all contiguous properties on a block—there may be individual buildings that are higher or lower than these ranges within each area. Similarly, the land use category definitions describe the general character of development in each area, citing typical building heights (in stories) as appropriate. It should be noted that the granting of density bonuses (for example, through planned unit developments) may result in heights that exceed the typical ranges cited in the Comprehensive Plan. It is also appropriate to allow greater residential building heights where those buildings are surrounded by permanent open space, as is the case in the instant case. Accordingly, the Commission finds that the proposed heights and densities is appropriate given the extensive open space incorporated into the Project. Moreover, the Project is located adjacent to railroad tracks and high-rise developments; as such, its context further supports the massing of the development.
14. The Property is located in the PDR and medium-density designations of the Future Land Use Map. The two designations are mapped in concert, accordingly, when one delves into what is being proposed for the Property with more specificity, it is clear that the proposal fits squarely within its Comprehensive Plan designation: the Project includes approximately 5.2 FAR of residential use, 1.1 FAR of hotel use and 0.3 FAR of retail use. The residential proposal fits squarely within a medium density residential project and the hotel and retail uses fit squarely within the PDR designation.
15. The Commission concludes that the proposed PUD is appropriate given the superior features of the PUD, the benefits and amenities provided through the PUD, the goals and policies of the Comprehensive Plan, and other District of Columbia policies and objectives.

16. The PUD will promote the orderly development of the site in conformity with the entirety of the District of Columbia zone plan as embodied in the Zoning Regulations and Zoning Map of the District of Columbia.
17. The Commission notes that the inclusionary zoning program approved by this order shall serve as the affordable housing requirement for this Project, regardless of whether inclusionary zoning requirements should be amended in the future.
18. The Applicant proposed improvements for the public space immediately abutting its property and while the Commission does not have jurisdiction over the development of public space, it supports the proposed improvements. It understands the Applicant will work with DDOT regarding the specific improvements to the public space.
19. The proposed phasing of the Project mitigates the impact of construction on the community. It allows only two phases of construction and establishes a clear timeframe within which construction must commence for each phase. The time period put forth is reasonable in light of the size and complexity of the Project. The Project will also minimize the presence of dust during construction, minimizing impacts on neighboring properties.
20. The Commission notes UMN's submission into the record and states the following:
 - a. DDOT and the Applicant analyzed the impacts of this Project and determined that any impacts of the Project can be mitigated; indeed, many will be mitigated by the Applicant's TDM strategies or modifications to intersection operations;
 - b. Hotel use is consistent with the goals and objectives of the Central Washington Area Element and is not inconsistent with the PDR designation on the FLUM;
 - c. The Applicant is coordinating with DOEE in the remediation of the site, which will improve present conditions on the site;
 - d. LEED is not the only benchmark by which to measure the environmental sustainability of a site. The Project will provide access for an entire community to a Metro station, which promotes many principles of sustainability; it will voluntarily remediate a contaminated site and it will incorporate solar panels, all of which is above and beyond what is required;
 - e. The Applicant is voluntarily remediating an existing brownfield for the construction of the PUD, which improves the environmental condition of the site considerably and is not otherwise required; and
 - f. The Project is not displacing residential use and, thus, is not displacing existing residents. Moreover, the Project will provide residential uses where none currently exist or are even permitted. The Project will also provide affordable housing; but for this Project, no affordable housing would otherwise be permitted or provided.

21. The Commission concludes that there were no material issues of contested fact.
22. The Commission concludes that based on the transportation network improvements provided by the Project, including the reduction in curbcuts, access to a future Metro tunnel connection, and provision of alternative modes of transportation, including a Capital Bikeshare station that the transportation network is strengthened by the Project. It further concludes based on the Findings of Fact that any transportation impacts of the Project can be mitigated.
23. The Commission is required under § 5 of the Office of Zoning Independence Act of 1990, effective September 20, 1990 (D.C. Law 8-163, D.C. Official Code § 6-623.04) to give great weight to the recommendations of OP in all zoning cases. The Commission carefully considered the OP reports and found OP's reasoning persuasive in recommending approval of the application.
24. The Commission is required under § 13(d) of the Advisory Neighborhood Commissions Act of 1975, effective March 26, 1976 (D.C. Law 1-21; D.C. Official Code § 1-309.10(d)) to give "great weight" to the issues and concerns raised in the written report of the affected ANC. The Commission carefully considered the positions of ANC 6C in support of approving the application and concur in its recommendation of approval. The Commission credits the ANC with understanding the needs and wants of the community and give weight to its testimony that the PUD responds to those needs and wants.
25. The Applicant is subject to compliance with D.C. Law 2-38, the Human Rights Act of 1977.

DECISION

In consideration of the Findings of Fact and Conclusions of Law contained in this Order, the Zoning Commission for the District of Columbia **ORDERS APPROVAL** of the application for the review and approval of a consolidated planned unit development and PUD-related map amendment from the C-M-3 Zone District to the C-3-C Zone District for the Property for the mixed-use development described herein, subject to the following conditions:

A. Project Development

1. The Project shall be developed in accordance with the architectural drawings submitted into the record as Exhibit 22, as modified by Exhibits 37 and 46 and the guidelines, conditions, and standards herein (collectively, the "Plans"). The Plans will incorporate:
 - a. Approximately 6,000 square feet of space in the Metro plaza;
 - b. The Applicant will record an easement in the land records **prior to the issuance of a residential certificate of occupancy** for the northern building to provide public access to the Metro plaza and to accommodate a

connection to a future pedestrian tunnel to the NoMA-Gallaudet U Metro station;

- c. Approximately 3,000 square feet of space for the M Street plaza; and
- d. Approximately 500 square feet of space for the Florida Avenue plaza.

2. The Project will have flexibility from the following zoning requirements:

- a. Section 411.4(c): special exception relief to allow a restaurant in the hotel penthouse;
- b. Section 411.9: relief to allow varying heights for the habitable penthouse space;
- c. Section 775.5: relief from the side yard requirement;
- d. Section 2115.9: relief to allow include valet parking spaces in the proposed parking supply;
- e. Section 2201.1: relief from the requirement to provide a 55-foot loading berth for the residential uses; and
- f. Section 2605: The Applicant is exploring the potential for establishing the southern residential building as a condominium building. In the event it does so, it seeks flexibility to locate all of the affordable units available to households with an annual income no greater than 50% AMI in the northern (rental) residential building.

3. The Applicant will have flexibility with the design of the PUD in the following areas:

- a. To vary the location and design of all interior components, including but not limited to partitions, structural slabs, doors, hallways, columns, signage, stairways, mechanical rooms, elevators, and toilet rooms, provided that the variations do not change the exterior configuration or appearance of the structure;
- b. To vary final selection of the exterior materials within the color ranges and general material types approved, based on availability at the time of construction;
- c. The Applicant requests flexibility to shift the location of the affordable units as the floor plans are refined so long as the proportion of affordable units to market rate units along the western property line remains the same and otherwise complies with the requirements of § 2605. The proffered levels of affordable housing shall not be modified;

- d. To make minor refinements to exterior details, dimensions, and locations, including belt courses, sills, bases, cornices, railings, balconies, trim, frames, mullions, spandrels, or any other changes to comply with Construction Codes or that are otherwise necessary to obtain a final building permit, or are needed to address the structural, mechanical, or operational needs of the building uses or systems;
- e. To vary the exterior design of the retail space per the specifications of the retailer;
- f. To vary the proposed residential unit range and hotel room range by 10%;
- g. To vary the number of proposed parking spaces by 10% and to refine the parking layout in an effort to create a more efficient plan;
- h. To extend the footprint of the garage toward the southern lot line so long as it remains within the lot lines and below grade along both M and 3rd Streets. The extension of the garage will not increase the proposed parking beyond the flexibility noted above;
- i. To provide approximately 10,000 square feet of additional retail space below grade in the northern residential building along Florida Avenue and approximately 7,000 square feet on the second floor of the northern residential building along Florida Avenue. It also seeks flexibility to provide potential mezzanine space within retail spaces, per tenant specifications;
- j. To adjust details of the 3rd Street streetscape upon coordination coordinate with other stakeholders and relevant District agencies;
- k. To provide interim, “pop-up” retailers and movable fixtures in the Metro plaza;
- l. To modify the penthouse design for the hotel per specifications of the final operator. The parameters of the massing (height, density, and setback) will not change and no additional relief is permitted as a part of this flexibility;
- m. To reduce or eliminate the Florida Avenue projection in the event the sidewalk is not widened, per current DDOT plans; and
- n. To modify the location of the structural wall supporting the Amtrak track bed and the design of the area immediately adjacent, based on the final engineering of the foundation system developed in coordination with Amtrak.

B. Transportation

1. The Applicant shall abide by the terms of the loading management plan **for the life of the Project**, which requires compliance with the following:
 - a. Loading dock manager will be designated by the building management;
 - b. All loading, delivery, and trash collection operations will be required to use 40-foot trucks or less in length, and will be required to use the loading facilities internal to the Project;
 - c. All loading, delivery, and trash collection activity will be required to utilize the building's internal service corridors to access the loading facilities, remaining on private property;
 - d. All residential move ins/move outs will be required to be scheduled in a manner that coordinates with retail tenant deliveries;
 - e. Trucks using the loading facilities will not be allowed to idle and must follow all District guidelines for heavy vehicle operation including but not limited to DCMR 20 – Chapter 9, Section 900 (Engine Idling), the regulations set forth in DDOT's Freight Management and Commercial Vehicle Operations document, and the primary access routes listed in the DDOT Truck and Bus Route System;
 - f. The dock manager will be responsible for disseminating DDOT's Freight Management and Commercial Vehicle Operations document to drivers as needed to encourage compliance with District laws and DDOT's truck routes. The dock manager will also post these documents in a prominent location within the service area; and
 - g. Local to the site, service vehicle activity will be directed to use the routing shown in Exhibit 34 in the record. The goal is to minimize truck traffic in the neighborhood by having it utilize the shortest paths to/from Florida Avenue, a DDOT designated truck route.
2. The Applicant shall abide by the terms of the TDM management plan, which requires compliance with the following:
 - a. The Applicant will exceed minimum zoning requirements for bicycle parking/storage facilities at the proposed development. This includes secure parking located on-site and short-term bicycle parking around the perimeter of the site that exceed zoning requirements, as well as a bike service area;

- b. The Applicant will unbundle the cost of residential parking from the cost of lease or purchase and charge a market rate for the area;
- c. The Applicant will identify a TDM Leader (for planning, construction, and operations). There will be one TDM leader who will coordinate with the managers of the retail, residential, and hotel components of the development. The contact information for the TDM leader will be shared with goDCgo and DDOT. The TDM leader will work with goDCgo to receive free TDM marketing materials and guidance, as well as to enforce TDM measures within the development;
- d. The Applicant will provide TDM materials to new residents in the Residential Welcome Package materials. At a minimum, this package will include a Get Around Guide from goDCgo and info about bikesharing and carsharing;
- e. The Applicant will install Transportation Information Center Displays (electronic screens) within the residential, hotel, and office lobbies, containing real-time information related to local transportation alternatives;
- f. The Applicant will fund the installation of a new Capital Bikeshare station and one year of maintenance for the neighborhood;
- g. The Applicant will purchase 10 electric bikes and install 10 electric bike charging stations to be shared by residents and guests. Additionally, the Applicant will install eight publically accessible electric bike charging stations;
- h. The Applicant will devote six parking spaces for electric car charging stations; and
- i. The Applicant will purchase 20 shopping carts for tenants to run daily errands and grocery shopping.

C. Benefits and Amenities

1. **Affordable Housing.** The Applicant shall construct approximately 550,000 square feet of residential gross floor area. It shall reserve eight percent of the residential gross floor area, approximately 44,550 square feet, as affordable housing. At least 50% (approximately 22,275 square feet) of this set aside shall be reserved for households with a median income no greater than 50% of the Area Median Income. The remainder of the affordable units shall be reserved for households with an annual income no greater than 80% of the Area Median Income. The units reserved for households with an annual income no greater than 50% AMI may be located entirely in the Northern building if the Southern building is delivered as a condominium building. If the Southern building is

delivered as a rental building, the Applicant shall reserve four percent of the residential gross floor area for 50% AMI units and four percent of the residential gross floor area for 80% AMI units. More specifically, the affordable housing shall be provided as follows:

- a. The affordable housing shall be provided in accordance with the following charts:

Northern Building (if southern building is delivered as a condominium)

Residential Unit Type	Residential GFA / Percentage of Total	Income Type	Affordable Control Period	Affordable Unit Type*
Total	392,185 sf/100%		Life of Project	Rental
Market Rate	360,810 sf/92%	Market	Life of Project	Rental
IZ	9,099 sf/2.3%	80% AMI	Life of Project	Rental
IZ	22,275 sf/5.7%	50% AMI	Life of Project	Rental

Southern Building (if delivered as a condominium)

Residential Unit Type	Residential GFA / Percentage of Total	Income Type	Affordable Control Period	Affordable Unit Type
Total	164,689 sf/100%		Life of Project	Condo
Market Rate	151,514 sf/92%	Market	Life of Project	Condo
IZ	13,175 sf/8%	80% AMI	Life of Project	Condo

Northern Building (if southern building is delivered as rental)

Residential Unit Type	Residential GFA / Percentage of Total	Income Type	Affordable Control Period	Affordable Unit Type*
Total	392,185 sf/100%		Life of Project	Rental
Market Rate	360,810 sf/92%	Market	Life of Project	Rental
IZ	15,687 sf/4%	80% AMI	Life of Project	Rental
IZ	15,687 sf/4%	50% AMI	Life of Project	Rental

Southern Building (if delivered as rental)

Residential Unit Type	Residential GFA / Percentage of Total	Income Type	Affordable Control Period	Affordable Unit Type*
Total	164,689 sf/100%		Life of Project	Rental
Market Rate	151,514 sf/92%	Market	Life of Project	Rental
IZ	6,588 sf/4%	80% AMI	Life of Project	Rental
IZ	6,588 sf/4%	50% AMI	Life of Project	Rental

- b. The affordable housing required as a result of providing specified habitable space in the penthouse shall trigger affordable housing in accordance with the following chart:

Penthouse Requirements

Penthouse	Residential GFA	Income Type	Affordable Control Period	Affordable Unit Type*	Notes
Hotel					
Habitable space triggering affordable requirement	3,575 sf				IZ units will be located in northern residential building
Affordable, (non-IZ requirement)	894 sf	50% AMI	20 years	Rental	
Northern Building					
Habitable space triggering IZ	5,161 sf				IZ units will be located in northern residential building
IZ requirement	413 sf	50% AMI	Life of project	Rental	
Southern Building					
Habitable space triggering IZ	3,805 sf				IZ units will be located in northern residential building, if southern building is a condominium
IZ requirement	304 sf	50% AMI	Life of project	Rental	

2. **Sustainability.** The Applicant shall demonstrate that the Project has been designed to achieve at least 56 LEED (v. 2009) points **prior to the issuance of a certificate of occupancy for each structure.** Evidence of satisfying this requirement will be provided in the form of an architect’s certification provided to the Zoning Administrator.

3. The Applicant shall provide 6,000 square feet of solar panels on the Property. Evidence of satisfying this requirement will be provided **prior to issuance of the final residential certificate of occupancy for the Project.**

4. **PDR Uses.** The Applicant shall set aside a minimum of 7,000 square feet of space for PDR or maker uses (“Required Uses”) within the Project. Required Uses are defined as “ Production, distribution, or repair of goods, including accessory sale of related product; uses encompassed within the Arts, Design, and Creation Use Category as currently defined in 11 DCMR Subtitle B § 200.2, including an Art Incubator and Artist Live Work Space, as currently defined in 11 DCMR Subtitle B § 100.2, but not including a museum, theatre, or gallery as a principal use; production and/or distribution of food or beverages and the accessory sale or on-site consumption of the related food and beverage; design related uses as defined in 11 DCMR Subtitle U Section 700.6(e).” These spaces shall secure a certificate of occupancy specifying a PDR use and the square footage allocated to such use. **Prior to issuance of any certificate of occupancy for the building,** the Applicant shall provide an update on the status of fulfilling its commitment to provide maker space. If the commitment has not yet been fulfilled, the Applicant shall demonstrate where the balance of the commitment may be accommodated within the building.

5. **Art. Prior to issuance of the final residential certificate of occupancy for the Project**, the Applicant shall install art in the public spaces of the Project, at a cost of approximately \$250,000. The Applicant shall be responsible for maintenance of the art pieces **for the life of the Project**. The art pieces will include the following:
 - a. A gantry crane or similar industrial art element in the M Street Plaza, including an artistic water feature; and
 - b. At least three pieces of playable or interactive art in the public space along 3rd Street side of the Project.
6. The Applicant shall contribute \$100,000 to an endowment fund, managed by the Project's owners' association in partnership with the NoMA BID, to finance rotating art and murals in the Metro plaza. The contribution shall be made **prior to issuance of a certificate of occupancy for the Northern building**. The endowment will fund artwork, including murals and sculptures, which will rotate every two to three years for approximately 15 years upon issuance of a residential certificate of occupancy for the Project. The type, location, and design of artwork will be determined by a five-person panel comprised of the property owners' association (three members), the NoMA BID (one member), and ANC 6C (one member). The Applicant shall provide proof of funding an escrow account **prior to issuance of the final residential certificate of occupancy for the Project**.
7. **First Source.** The Applicant shall execute a First Source Agreement with the Department of Employment Services. A copy of the agreement shall be entered into the record prior to issuance of the final Order.
8. **Transit Incentives.** The Applicant shall provide the following transit incentives, some of which are simultaneously considered mitigation features of the Project, as described above in Conditions B.2. (d)-(i):
 - a. The Applicant shall install a transit screen that is viewable by the public in the Metro plaza **prior to the issuance of a residential certificate of occupancy for the Northern building**;
 - b. **Prior to the issuance of a residential certificate of occupancy for the Northern building**, the Applicant shall install a Capital Bikeshare station and maintain it for a period of one year, to the cost of up to \$100,000;
 - c. **Prior to the issuance of a residential certificate of occupancy for the Northern building**, the Applicant shall devote six parking spaces for electric car charging stations, at an estimated cost of \$60,000;
 - d. **Prior to issuance of the residential certificate of occupancy for the Northern building**, the Applicant shall purchase 10 electric bikes from

Riide, or similar company, and install ten electric bike charging stations for residents and hotel guests;

- e. **Prior to issuance of the residential certificate of occupancy for the Northern building**, the Applicant shall install eight publically accessible electric bike charging stations;
- f. **Prior to issuance of a residential certificate of occupancy for the Northern building**, the Applicant will purchase 20 shopping carts for tenants to run daily errands and grocery shopping; and
- g. **Prior to issuance of a residential certificate of occupancy for the Northern building**, the Applicant shall install a new traffic signal at the garage entrance located at the intersection of Delaware Avenue and M Street.

D. Miscellaneous


1. No building permit shall be issued for the Project until the Applicant has recorded a covenant in the land records of the District of Columbia, between the Applicant and the District of Columbia, that is satisfactory to the Office of the Attorney General and the Zoning Division of the Department of Consumer and Regulatory Affairs (DCRA). Such covenant shall bind the Applicant and all successors in title to construct and use the property in accordance with this Order, or amendment thereof by the Commission. The Applicant shall file a certified copy of the covenant with the records of the Office of Zoning.
2. The approval shall be valid for a period of two years from the effective date of this Order. Within such time, an application must be filed for a building permit for the Northern Residential Building. Construction of the Northern Residential Building must begin within three years of the effective date of this Order. An application for the building permit for the Southern Residential Building and Hotel must be filed within four years of the effective date of this Order. Construction on the Southern Residential Building and Hotel must begin within five years of the effective date of this Order.
3. In accordance with the DC Human Rights Act of 1977, as amended, DC Official Code §§ 2-1401 01 et al (Act), the District of Columbia does not discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, familial responsibilities, matriculation, political affiliation, genetic information, disability, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.

For the reasons stated above, the Commission concludes that the Applicant has met its burden, and it is hereby **ORDERED** that the application be **GRANTED**.


On November 3, 2016, upon the motion of Vice Chairman Miller, as seconded by Chairman Hood, the Zoning Commission took **PROPOSED ACTION** to **APPROVE** the application at the conclusion of its public hearing by a vote of **4-0-1** (Anthony J. Hood, Robert E. Miller, Peter G. May, and Michael G. Turnbull to approve; Third Mayoral Appointee position vacant, not voting).

On December 12, 2016, upon the motion of Commissioner Turnbull, as seconded by Vice Chairman Miller, the Zoning Commission took **FINAL ACTION** to **APPROVE** the application at its public meeting by a vote of **4-0-0** (Anthony J. Hood, Robert E. Miller, Peter G. May, and Michael G. Turnbull to approve; Peter A. Shapiro, not present, not voting).

In accordance with the provisions of 11-Z DCMR § 604.9, this Order shall become final and effective upon publication in the *DC Register*; that is on August 11, 2017.



ANTHONY J. HOOD
CHAIRMAN
ZONING COMMISSION

 for

SARA A. BARDIN
DIRECTOR
OFFICE OF ZONING

EXHIBIT B

GOVERNMENT OF THE DISTRICT OF COLUMBIA Zoning Commission



ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA ZONING COMMISSION ORDER NO. 16-09A Z.C. Case No. 16-09A 1200 3rd Street, N.E., LLC (PUD Modification of Consequence @ Square 747, Lot 8) November 19, 2018

Pursuant to notice, a public meeting of the Zoning Commission for the District of Columbia (“Commission”) was held on November 19, 2018. At that meeting, the Commission approved the application of 1200 3rd Street, LLC (“Applicant”) for a modification of consequence to Z.C. Order No. 16-09 (“Order”). The property that is the subject of this modification comprises Lot 8 in Square 747 (“Property”). The modification request was pursuant to § 703 of the Commission’s Rules of Practice and Procedure, which are codified in Subtitle Z of Title 11 of the District of Columbia Municipal Regulations (“DCMR”).

As discussed below, no party, person, or entity appeared in opposition to the application at the public meeting or filed anything in the record. Accordingly, a decision by the Commission to grant this application would not be adverse to any party, and pursuant to 11-Z DCMR § 604.7, the Commission waives the requirements for findings of facts and conclusions of law. As set forth below, the Commission hereby approves the application.

Application, Parties, and Public Meeting

1. Pursuant to Chapter 24 of the 1958 Zoning Regulations, the Commission approved the design of a mixed-use project on the Property that includes residential, retail, and hotel uses (“Project”). This approval is reflected in Z.C. Order No. 16-09. (Exhibit [“Ex.”] 1B.)
2. On August 29, 2018, the Applicant submitted an application for a modification of consequence related to the materials approved for the hotel building as well as a modification of the approved parking plan. The Applicant included a set of plans depicting each of the following modifications: (Ex. 1, 1C.)
 - a. Hotel Materials: Two materials on the east façade of the hotel will be changed. The wood composite and formed metal panels will be replaced with glazed terra cotta tiles that will be embedded in precast panels to form a composite façade cladding assembly; and
 - b. Parking Plan: The parking plan is modified to provide compact spaces in clusters less than five spaces, as required pursuant to § 2115.4, and to allow standard spaces

that are nine feet by 18 feet in size rather than nine feet by 19 feet, as required by § 2115.1.

3. The Office of Planning (“OP”) submitted a report dated October 10, 2018, recommending approval of the modification of consequence as requested. OP supported the modifications as they were “relatively minor adjustment to materials of a similar quality and color.” It further supported the parking relief as the overall number of parking spaces was not being modified. (Ex. 5.)
4. Advisory Neighborhood Commission (“ANC”) 6C submitted a letter dated November 19, 2018, in support of the modifications, but noted a concern regarding a potential change in the location of the exterior door for the vehicular entry point opening onto M Street, N.E. (Ex. 6.) Because the Applicant did not include a request to modify the location of the exterior door of the garage in its application, the Commission did not consider such a request as part of this application.
5. The Commission, at its October 22, 2018 public meeting, determined that the application was properly a modification of consequence within the meaning of Subtitle Z §§ 703.3 and 703.4, and that no public hearing was necessary pursuant Subtitle Z § 703.1. It noted that while the application requested additional relief from Subtitle Z §§ 2115.1 and 2115.4, it did not qualify as a modification of significance because holding a hearing on these issues would not be helpful. The Commission finds that the standard stated in Subtitle Z § 703.6 is flexible and the principal distinction between a modification of consequence and a modification of significance is whether a hearing would be helpful. Given that the record was complete, the rationale for the modification was sound and there was no opposition to the application, the Commission does not believe that a hearing would have been helpful on the application.
6. Upon determining that the application was properly before it as a modification of consequence, the Commission was then required by Subtitle Z § 703.17(c)(2) to establish a timeframe for the parties in the original proceeding to file a response in opposition to or in support of the request and for the Applicant to respond thereto; and schedule the request for deliberations. The ANC was the only party to the original proceeding, and its Single Member District representative indicated prior to the public meeting on October 22, 2018, that it had no objection to the modifications and that the ANC did not intend to take the matter up. The Commission noted that in the event the ANC changed its mind, it would be required to file its response no later than November 9, 2018. The Commission scheduled the request for deliberations for November 19, 2018.
7. As noted in Finding of Fact No. 4 above, the ANC opted to submit a letter in support of the modifications. The Commission accepted the letter into the record despite the fact that it was submitted on November 19, 2018.
8. No opposition to the modification application was filed in the record of this case.
9. The Commission, at its November 19, 2018 public meeting, voted to approve the modification of consequence.

Pursuant to 11-Z DCMR § 703.1, the Commission, in the interest of efficiency, is authorized to make “modifications of consequence” to final orders and plans without a public hearing. A modification of consequence means a “modification to a contested case order or the approved plans that is neither a minor modification nor a modification of significance. (11-Z DCMR § 703.3.) Examples of modifications of consequence “include but are not limited to, a proposed change to a condition in a change in position on an issue discussed by the Commission that affected its decision, or a redesign or relocation of architectural elements and open spaces from the final design approved by the Commission.” (11-Z DCMR § 703.4.)

The Commission concludes that the refinement of plans and the request for additional relief, as described above, is a modification of consequence and therefore can be granted without a public hearing.

The Commission finds that the proposed modifications are entirely consistent with the Commission’s previous approval of the Project and the Order. The refinements are supported by OP and the affected ANC.

The Applicant is subject to compliance with D.C. Law 2-38, the Human Rights Act of 1977.

DECISION

The Zoning Commission for the District of Columbia **ORDERS APPROVAL** of a modification of consequence to the design review project approved in Z.C. Case No. 16-09. The conditions in Z.C. Order No. 16-09 remain unchanged except as follows (deletions noted by ~~striketrough~~, additions in **bold underline**):

1. The Project shall be built in accordance with the architectural drawings submitted into the record as Exhibit 22, as modified by Exhibits 37 and 46 **in the record for Case No. 16-09, as modified by the guidelines, conditions, and standards contained in Order No. 16-09, as amended by the architectural drawings submitted into the record as Exhibit 1C in Case No. 16-09A** and the guidelines, conditions, and standards herein (collectively, the “Plans”). The Plans will incorporate:
 - a. Approximately 6,000 square feet of space in the Metro plaza;
 - b. The Applicant will record an easement in the land records prior to the issuance of a residential certificate of occupancy for the northern building to provide public access to the Metro plaza and to accommodate a connection to a future pedestrian tunnel to the NOMA-Gallaudet U Metro station;
 - c. Approximately 3,000 square feet of space for the M Street plaza; and
 - d. Approximately 500 square feet of space for the Florida Avenue plaza.
2. The Project will have flexibility from the following zoning requirements:


- a. Section 411.4(c): special exception relief to allow a restaurant in the hotel penthouse;
- b. Section 411.9: relief to allow varying heights for the habitable penthouse space;
- c. Section 775.5: relief from the side yard requirement;
- d. Section 2115.9: relief to allow include valet parking spaces in the proposed parking supply;
- e. Section 2201.1: relief from the requirement to provide a 55-foot loading berth for the residential uses; ~~and~~
- f. Section 2605: The Applicant is exploring the potential for establishing the southern residential building as a condominium building. In the event it does so, it seeks flexibility to locate all of the affordable units available to households with an annual income no greater than 50% AMI in the northern (rental) residential building-;
- g. **Section 2115.1: relief to allow parking spaces that are nine feet by 18 feet in size; and**
- h. **Section 2115.4: relief from the requirement that compact parking spaces be provided in clusters of at least five spaces.**


On November 19, 2018, upon the motion of Commissioner Shapiro, as seconded by Commissioner Miller, the Zoning Commission took **FINAL ACTION** to **APPROVE** the application at its public meeting by a vote of **5-0-0** (Anthony J. Hood, Robert E. Miller, Peter A. Shapiro, Peter G. May, and Michael G. Turnbull to approve).

In accordance with the provisions of 11-Z DCMR § 604.9, this Order shall become effective upon publication in the *D.C. Register*; that is on January 18, 2019.

BY THE ORDER OF THE D.C. ZONING COMMISSION

A majority of the Commission members approved the issuance of this Order.


 ANTHONY J. HOOD
 CHAIRMAN
 ZONING COMMISSION


 SARA A. BARDIN
 DIRECTOR
 OFFICE OF ZONING

*Execution Version***EASEMENT AGREEMENT****FOR PUBLIC ACCESS**

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made as of this 11th day of May, 2022, by **ARMATURE WORKS (RESIDENTIAL) OWNER, LLC**, a Delaware limited liability company (“**Grantor**”) for the benefit of the **DISTRICT OF COLUMBIA**, a municipal corporation (the “**District**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in the District of Columbia on the west side of 3rd Street, N.E. and known for Assessment and Taxation purposes as Lot numbered 7009 in Square numbered 747 (the “**Property**”). The Property is more particularly described on Exhibit A.

WHEREAS, Grantor is constructing a mixed-use development, a portion of which is located on the Property.

WHEREAS, Grantor desires to establish a perpetual, non-exclusive easement for use as set forth below over and across the easement area as shown on Exhibit B attached hereto and made a part hereof, which easement area shall be for a height of twelve (12) feet (the “**Easement Area**”), subject to the terms set forth herein.

WHEREAS, Grantor acknowledges that the Easement Area lies on the private property of Grantor, and Grantor agrees to maintain the Easement Area and repair any damage or replacement of the walkway, plaza area, plantings, or lighting in the Easement Area.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual agreements contained herein and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Grantor, intending to be legally bound, hereby agrees and declares as follows:

1. Recitals. The recitals set forth above are hereby incorporated in this Agreement as substantive provisions hereof.

2. Declaration of Easements.

a. Plaza Easement. Grantor, as owner of the Property, does hereby grant and convey unto the District of Columbia for general public use a non-exclusive, perpetual easement solely for the purposes of pedestrian use and enjoyment of the walkway and plaza area portions of the Easement Area as shown on Exhibit B (the “**Plaza Easement**”).

b. Access Easement. Grantor, as owner of the Property, does hereby grant and convey unto the District of Columbia for general public use from and after the Trigger Date (as defined below) a non-exclusive, perpetual easement solely for the purposes of pedestrian ingress, egress, and access across the walkway and plaza area portions of the Easement Area as shown on Exhibit B in order to allow the general public to have pedestrian ingress to, egress from and access to and from Third Street NE, Washington, DC and a to-be-constructed future pedestrian tunnel on Property adjacent to the Property under the Amtrak right-of-way (the “NoMA/Gallaudet U Metro Tunnel”) to the Metro station (the “NoMA/Gallaudet U Metro Station”) to be located at 200 Florida Avenue, N.E. Washington, D.C. (the “Access Easement”). For purposes of this subparagraph 2b, the term “Trigger Date” shall mean the date on which the NoMA/Gallaudet U Metro Tunnel has been completed and is open to the general public.

c. Zoning Order. The easements granted hereby are in partial fulfillment of the conditions of approval of District of Columbia Zoning Commission Orders No. 16-09 and 16-09A (the “Zoning Orders”).

3. Reservation of Rights. Notwithstanding anything to the contrary in this Agreement, Grantor hereby reserves the right to use, and to permit others to use, any portion of the Easement Area to the extent that any such use or occupancy is not inconsistent with the exercise of the general public’s rights granted in this Agreement. Grantor furthermore hereby reserves the right to make minor adjustments to the location of the areas shown as the Easement Area in order to reflect final design conditions or otherwise accommodate necessary minor deviations due to site conditions, provided that the public access rights created by this Agreement shall not in any way be diminished or otherwise harmed. It is understood and agreed that Grantor is constructing a building above the Easement Area and that the Easement Area is limited to a height of twelve (12) feet, with Grantor reserving unto itself the right to use all space above the Easement Area. Grantor also specifically reserves the right to use the Easement Area for and to permit in the Easement Area (i) tables and chairs to be located in the Easement Area which may be used only by the patrons of businesses located adjacent to the Easement Area, and (ii) pop-up retail, temporary stages for performances and concerts, fundraisers, temporary or permanent art installations, seasonal decorations, and other commercial or philanthropic activities that take place in similar public spaces in Washington, DC.

4. Restrictions on Use. The Access Easement rights conferred herein are intended to permit the general public to be able to access a to-be-constructed future pedestrian tunnel to the NoMA/Gallaudet U Metro Station, and the use of the Access Easement shall be limited in duration to the hours during which the Washington D.C. Metro is operational and the NoMA/Gallaudet U Metro Station is open to the general public, as such hours may vary from time to time. With respect to both the Plaza Easement and the Access Easement, Grantor shall have the right from time to time to post and enforce rules of use for the Easement Area as may be reasonably necessary to ensure the longevity of the Easement Area as a resource and amenity for the surrounding neighborhoods, which rules may include without limitation and by way of example only, restrictions on hours of use, limitations on

group gatherings, loitering, litter disposal, consumption of alcoholic beverages and over-use or misuse.

5. Maintenance of Easement Area. Grantor hereby covenants and agrees that it will maintain the Easement Area (including all plantings, trees, walkway, plaza areas, benches, and lighting) in a reasonable and attractive manner such that the easement rights granted herein will not be hindered.

6. Construction on Site. Notwithstanding anything in this Agreement, Grantor shall have the ability to temporarily locate construction-related items within the Easement Area or otherwise temporarily restrict access to the Easement Area during (i) the construction phase of the Buildings permitted by the Zoning Order, and (ii) any re-development, re-construction or renovation of the Building or Buildings located on the Property.

7. Duration of Easement. The grant of the easements, rights, privileges and agreements set forth herein shall continue in perpetuity, subject to modification, amendment or release pursuant to Paragraph 9.

8. Re-Development of the Property. To the extent that the portion of the Property containing the Easement Area is subject to re-development, Grantor reserves for itself and its successors and assigns as the owner of such portion of the Property the right to re-locate the Easement Area to a new location on the Property provided that such new location provides for a right-of-way over the Property from Third Street, NE, Washington, D.C. across the Property to the future NOMA/Gallaudet Metro Tunnel. The size and location of such substitute easement area shall be subject to the prior written consent of the District, acting by and through the District Department of Transportation, such consent not to be unreasonably withheld, conditioned or delayed.

9. Release/Amendment. The District, acting by and through the District Department of Transportation, must consent to any modification, amendment and/or release of this Agreement, such consent not to be unreasonably withheld, conditioned or delayed.

10. Binding Effect. The terms and conditions of this Agreement constitute real covenants, running with the land, and binding upon and inuring to the benefit of the respective successors, assigns, tenants and legal representatives of the owners of the Property. The Property shall be leased, mortgaged, encumbered, rendered, used, held, sold, occupied, imposed and conveyed subject to the provisions of this Agreement.

11. Recordation. A counterpart original of this Agreement shall be recorded in the official land records of the District of Columbia Office of the Records of Deeds.

12. No Merger. The rights and obligations hereby established in this Agreement shall not be subject to principles of merger.

13. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. If any provisions or portions hereof or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder or the applications of such provisions or portions thereof to any other person or circumstances shall not be affected thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Signature pages following]

IN WITNESS WHEREOF, Grantor, a Delaware limited liability company, on the day and year first hereinabove written, has caused these presents to be signed and the same acknowledged and delivered according to law.

**ARMATURE WORKS (RESIDENTIAL)
OWNER, LLC**, a Delaware limited liability
company

By: [Signature]
Name: CAMPBELL SMITH
Title: AUTHORIZED SIGNATORY

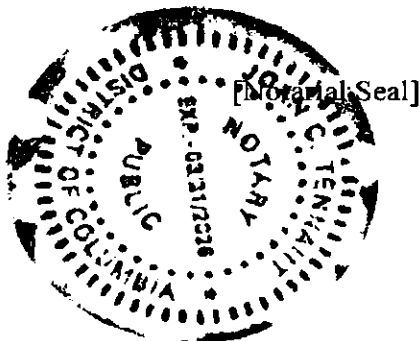
DISTRICT OF COLUMBIA)
) ss:
CITY OF WASHINGTON)

I HEREBY CERTIFY that on this 11th day of May, 2022, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction B. Campbell Smith, personally well known to me (or satisfactorily proven) to be the authorized signatory of Armature Works (Residential) Owner, LLC, and personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument; and acknowledge that, having authority so to do, he executed the foregoing instrument, on behalf of and as the act and deed of said limited liability company for the purposes therein contained, and delivered the same as such.

WITNESS my hand and Notarial Seal the year and day first above written.

Joan C. Tennant
Notary Public

My Commission Expires: March 31, 2026



Consent and Subordination of Mortgagee

Wells Fargo Bank, National Association (the “**Mortgagee**”) is the holder of the following security document granted to the Mortgagee by Armature Works (Residential) Owner, LLC, a Delaware limited liability company (the “**Mortgagor**”): Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 12, 2020 and recorded on February 13, 2020 as Instrument No. 2020020380 among the land records of the District of Columbia (the “**Security Document**”). The Security Document burdens all of the property described therein.

For good and valuable consideration this day paid, the receipt and sufficiency of which are hereby acknowledged, the Mortgagee hereby consents to the foregoing Easement Agreement, and subordinates the lien of the Security Document to the Easement Agreement, all as if such Easement Agreement had been executed, delivered and recorded prior to the execution, delivery and recording of the Security Document.

The Security Document shall not by virtue of this Consent and Subordination of Mortgagee be subordinate to any other instrument, document or agreement and shall remain in full force and effect and, except as specified above, is not modified or otherwise affected.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: Kathryn M
Name: Kathryn Norris
Title: Vice President

Texas) ss:
Dallas

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date May 16, 2022, personally well known (or satisfactorily proven by the oath of credible witnesses) to me to be the person whose name is subscribed to the foregoing and annexed Easement Agreement, who being by me first duly sworn, did depose and state that he/she is the Vice President of Wells Fargo Bank, National Association, and that he/she, being duly authorized so to do, executed and delivered the foregoing and annexed instrument in the name and on behalf of said national association and acknowledged the same to be its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 16th day of May, 2022.



Kristen Soehnlein
Notary Public

[Notarial Seal]

My Commission Expires: 6-27-2024

List of Exhibits

Exhibit A

Legal Description of the Property

Exhibit B

Plat showing the Easement Area

EXHIBIT A

PROPERTY DESCRIPTION SQUARE 747 LOT 7009

Lot 7009, First Floor Upper, Part One

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said North line of M Street, N.E. West 232.00 feet to the Point of Beginning; thence the following courses and distances all with lower elevations limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 69.92 – 70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence West 16.10 feet to a point; thence departing said North line of M Street, N.E. N 15°44'00" E 771.32 feet to a point, said point being on the South line of Florida Avenue, N.E.; thence with said South line of Florida Avenue, N.E. S 61°24'00" E 16.02 feet to a point; thence departing said South line of Florida Avenue, N.E. and running with the centerline of a planned wall S 15°44'00" W 174.39 feet to a point, thence East 72.17 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 70.75 feet to a point; thence departing said West line of 3rd Street, N.E. West 54.65 feet to a point; thence South 15.22 feet to a point; thence East 4.64 feet to a point; thence South 18.82 feet to a point; thence East 7.31 feet to a point; thence South 9.00 feet to a point; thence East 9.74 feet to a point; thence South 6.97 feet to a point; thence East 32.97 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 59.78 feet to a point; thence departing said West line of 3rd Street, N.E. West 24.50 feet to a point; thence South 9.36 feet to a point; thence West 58.12 feet to a point; thence S 15°44'00" W 24.71 feet to a point; thence South 52.83 feet to a point; thence N 74°16'00" W 35.82 feet to a point; thence S 15°44'00" W 6.64 feet to a point; thence N 74°16'00" W 9.00 feet to a point; thence S 15°44'00" W 11.43 feet to a point; thence N 74°16'00" W 35.82 feet to a point; thence S 15°44'00" W 33.08 feet to a point; thence S 74°16'00" E 11.96 feet to a point; thence S 15°44'00" W 94.32 feet to a point; thence N 74°16'00" W 11.96 feet to a point; thence S 15°44'00" W 182.33 feet to the Point of Beginning and containing 33,208 square feet by record.

Together With Part Two, Second & Third Floors

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said North line of M Street, N.E. West 232.00 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 69.92 –

70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit of 89.72 feet (Middle planned Fourth Floor slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence West 16.10 feet to a point; thence departing said North line of M Street, N.E. N 15°44'00" E 771.32 feet to a point, said point being on the South line of Florida Avenue, N.E.; thence with said South line of Florida Avenue, N.E. S 61°24'00" E 16.02 feet to a point; thence departing said South line of Florida Avenue, N.E. S 15°44'00" W 174.39 feet to a point; thence East 72.17 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 326.50 feet to a point; thence departing said West line of 3rd Street, N.E. S 74°16'00" W 115.91 feet to a point; thence continuing with the centerline of a planned wall S 05°00'00" E 10.22 feet to a point; thence West 21.12 feet to a point; thence N 05°00'00" W 16.32 feet to a point; thence West 38.13 feet to a point; thence S 15°44'00" W 223.45 feet to the Point of Beginning and containing 54,062 square feet by record.

Together With Part Three, Fourth Floor

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said North line of M Street, N.E. West 232.00 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit of 89.72 feet (Middle planned Fourth Floor slab) (DCDPW - District of Columbia Department of Public Works datum) without upper limit:

Thence West 16.10 feet to a point; thence departing said North line of M Street, N.E. N 15°44'00" E 771.32 feet to a point, said point being on the South line of Florida Avenue, N.E.; thence with said South line of Florida Avenue, N.E. S 61°24'00" E 44.36 feet to a point, said point being the intersection of the South line of Florida Avenue, N.E. and the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 480.79 feet to a point; thence departing said West line of 3rd Street, N.E. S 74°16'00" W 115.91 feet to a point; thence S 05°00'00" E 10.22 feet to a point; thence West 21.12 feet to a point; thence N 05°00'00" W 16.32 feet to a point; thence West 38.13 feet to a point; thence S 15°44'00" W 223.45 feet to the Point of Beginning and containing 62,038 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Seven Thousand Nine (7009) in Square numbered Seven Hundred Forty-Seven (747).

EXHIBIT B

**Legal Description of
District of Columbia Easement
Part of Lot 7009 Square 747**

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being more particularly described as follows:

Part of Lot numbered Seven Thousand Nine (7009) in Square numbered Seven Hundred Forty-Seven (747) in the Office of the Surveyor of the District of Columbia, and being more particularly described as follows:

Commencing at a point, said point being the northeast corner to Square 747 and also being the intersection of the west line of 3rd Street, N.E. and the south line of Florida Avenue, N.E.; thence with said west line of 3rd Street, N.E. South 178.55 feet to the Point of Beginning; thence the following courses and distances all with an lower elevation limit being the Finished Walkway Grade and an upper elevation limit being 12 feet above finished walkway grade:

Continuing with said west line of 3rd Street, N.E. South 13.20 feet to a point; thence

Departing said west line of 3rd Street, N.E. N 79°55'29" W 73.34 feet to a point; thence

S 24°04'43" W 10.38 feet to a point; thence

N 84°36'30" W 4.65 feet to a point; thence

S 15°44'00" W 27.18 feet to a point; thence

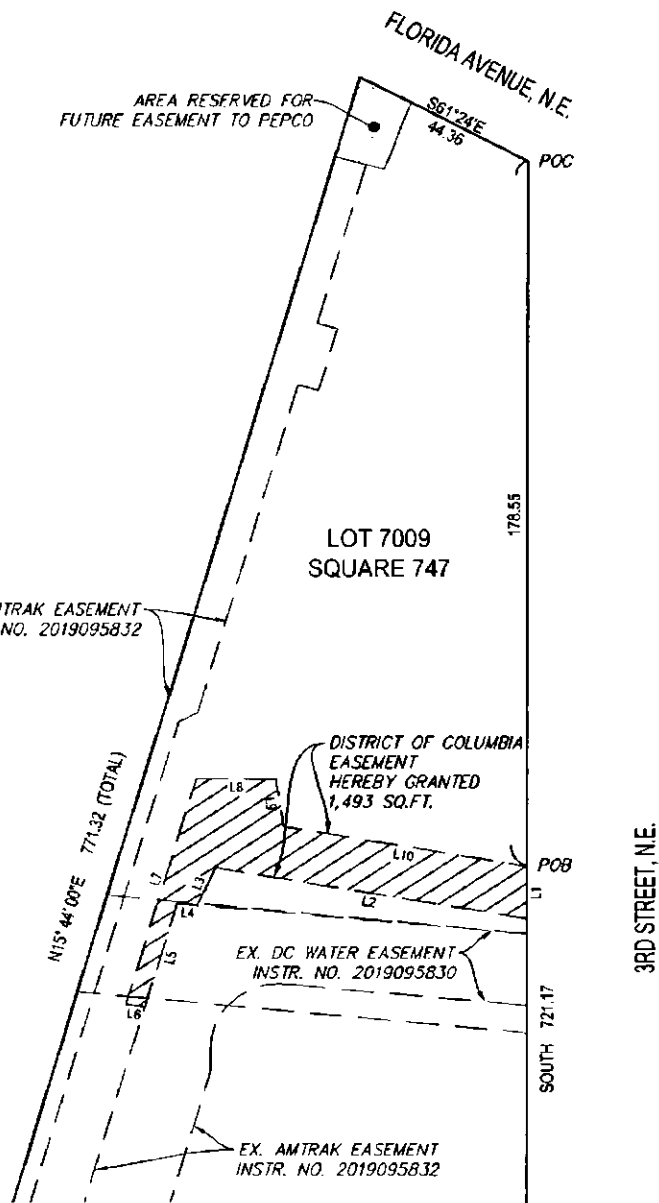
N 81°53'12" W 4.38 feet to a point; thence

N 15°44'00" E 59.31 feet to a point; thence

East 18.57 feet to a point; thence

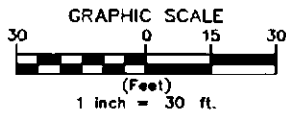
S 08°00'00" E 12.22 feet to a point; thence

S 79°55'29" E 57.32 feet to the Point of Beginning and containing 1,493 square feet by record.



Line Table		
Line #	Length	Direction
L1	13.20	S00° 00' 00"W
L2	73.34	N79° 55' 29"W
L3	10.38	S24° 04' 43"W
L4	4.65	N84° 36' 30"W
L5	27.18	S15° 44' 00"W
L6	4.38	N81° 53' 12"W
L7	59.31	N15° 44' 00"E
L8	18.57	N90° 00' 00"E
L9	12.22	S08° 00' 00"E
L10	57.32	S79° 55' 29"E

DISTRICT OF COLUMBIA EASEMENT VERTICAL LIMITS
 LOWER = FINISHED WALKWAY GRADE
 UPPER = 12 FEET ABOVE FINISHED WALKWAY GRADE



WM WILES & MENSCH
 CIVIL, LANDSCAPE AND ARCHITECTURE INC.
 Planning, Engineering, Surveying & Landscape Architecture
 510 8th Street, SE, Washington, DC 20003
 (7) 202-438-4040 www.WM-DC.com

SHEET TITLE:
 DISTRICT OF COLUMBIA EASEMENT
 PROJECT:
 ARMATURE WORKS
 2022-03-30
 SCALE: 1" = 30' SHEET 1 OF 1

Doc #: 2022054115
Filed & Recorded
05/17/2022 04:29 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50



**DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
OFFICE OF THE ZONING ADMINISTRATOR**

May 20, 2019

Allison C. Prince, Esq.
Goulston & Storrs
1999 K Street, NW, Suite 500
Washington, DC 20006

RE: Central Armature Works PUD - 1200 3rd Street, NE ZC Orders No.16-09 and 16-09A

Dear Allison:

The purpose of this letter is to confirm our discussion in my meeting with you and representatives of Trammell Crow on May 1, 2019. As we discussed, the above-referenced mixed-use project involves two residential buildings and a hotel above a podium and below grade levels that include parking, retail and back of house uses.

The owner has filed an application for a building permit. The plans contain two full below grade levels as well as a mezzanine level identified as Lower Level 1. The mezzanine level is devoted to parking, back of house retail and residential space and retail space.

I understand that the owners propose to remove all of the parking from the mezzanine level and replace it with approximately 27,650 square feet of retail space. Most of this space will not count as gross floor area since the majority of the level is below grade. Approximately 7,378 square feet would count as GFA. The total number of parking spaces on the property would remain within the permitted range and can be located entirely on the B-1 and B-2 levels. The PUD plans include 356 spaces and the modified plans include 321 spaces. The garage would continue to contain mostly self-park spaces. As the attached letter from Walker Parking states, the proposed parking arrangement will function efficiently.


The order contains the following areas of flexibility:

2. The Project will have flexibility from the following zoning requirements:
 - ❖ Section 2115.9: relief to allow valet parking spaces in the proposed parking supply. (p. 30 of the Order)
 - ❖ To vary the number of proposed parking spaces by 10% and to refine the parking layout in an effort to create a more efficient plan. (p. 31 of the Order)

- ❖ To provide approximately 10,000 square feet of additional retail space below grade in the northern residential building along Florida Avenue and approximately 7,000 square feet on the second floor of the northern residential building along Florida Avenue. It also includes flexibility to provide potential mezzanine space within retail spaces per tenant specifications. (p. 31 of the Order)

In addition, as the Zoning Administrator, I have flexibility under Subtitle A-304.5(a) to approve changes that do not exceed a 2% change in gross floor area. Given the total GFA of 741,622 square feet, the proposed change represents a less than 1% change in GFA.

I have determined that in light of the flexibility cited above, the 27,650 square feet of space (approximately 7,378 square feet of GFA) may be converted from parking to retail use. The final parking count is within the permitted range and the order contains flexibility to allow valet parking. In addition, the order allows for additional retail space and references 10,000 feet.¹ Finally, the order allows flexibility to use mezzanine space for retail purposes. These factors combined with the 2% flexibility afforded under A-304.5(a) allow me to approve the proposed change.

Sincerely, 
Matthew Le Grant
Zoning Administrator

Attachments:

Z.C. Order 16-09
Z.C. Order 16-9A
Plans
Letter from Walker Parking

File: Det Let re 1200 3rd St NE to Prince 5-20-19

¹ The order does not specify whether this reference is to GFA or both GFA and non-GFA space.



565 East Swedesford Road, Suite 300
Wayne, PA 19087

610.995.0260
walkerconsultants.com

May 6, 2019

Mr. William Brewer
Associate, Development and Investment Services
Trammell Crow Company
1055 Thomas Jefferson Street, NW Suite 600
Washington, DC 20007

Re:

*Armature Works Valet Parking
1200 Third Street NE
Washington, DC*

Dear Bill:

Trammell Crow has asked Walker to explore the use of valet parking and remove all parking from the 0-1 Mezzanine Level. A minimum of 321 spaces is required.

The current design consists of three levels of parking: the lowest level of parking is B2, the next level up is B1 which is the level at which vehicles enter and exit the garage and then the level above is the 0-1 Mezzanine. All parking is on flat floors, a circular express ramp connects the levels. The stalls are at 90 degrees to the drive aisle, all traffic flow is two way. Retail customers, hotel guests, residents, and employees will park in the facility. Some stalls will be reserved for hotel vehicles that are valet parked. The drop off/pick up area for hotel guests is done outside the garage on M Street.

To achieve the desired car count of 321 parked vehicles on Level B1 and B2, Walker has recommended the following strategy of using assisted valet parking. The vast majority of parking in the structure will remain self-park. During peak parking demand and all the self-park spaces are taken, the drivers will self-park their vehicles as guided by a valet to be parallel parked along one side of the drive aisle. The keys are then given to the valet. When a self-park driver returns and finds their vehicle is blocked by a parallel parked vehicle, they will need to find the valet and request the blocking vehicle be relocated so they can exit. Once the striped self-park space is empty, the valet will park the previously parallel parked vehicle into the self-park space. When the driver of a parallel parked (or relocated) vehicle returns, they will need to find the valet to obtain their keys and can exit.

Even with a parallel parked vehicle in the drive aisle, there is sufficient width for a vehicle to pass by the parallel parked vehicle. If an oncoming vehicle were to be in the drive aisle, one driver would need to stop and let the oncoming driver pass by. Yes, this is a slight inconvenience, however, it is not uncommon in the parking industry.

Residential peak hour traffic and hotel peak hour traffic volume is relatively small, and their peak hours partially overlap. The amount of retail in this project is quite small and many customers will already be on site as part of another trip and therefore we do not expect significant peak hour traffic volumes. The valet operator will quickly learn how much staff to provide at the various times during the day to make sure the returning driver does not wait an excessive amount of time to have a blocking vehicle relocated.



In our professional opinion, an assisted valet garage operation will allow you to eliminate Level 0-1 Mezzanine parking and still be able to provide an acceptable level of service for accommodating expected peak hour traffic volumes with a properly staffed valet operation. Assisted valet parking is not an uncommon strategy in the parking industry.

Please call me if you have any questions.

WALKER CONSULTANTS

A handwritten signature in blue ink, appearing to read "Michael P. Albers", is written over the company name.

Michael P. Albers, P.E.
Vice President

Central Armature Works Loading Dock Rules & Regulations

The Central Armature Works Loading Dock is located in the parking garage of the project which is accessed from M Street NE at the intersection of M Street NE and Delaware Ave NE and is operated by Greystar Management. Armature Works (Residential) Owner, LLC has contracted with Greystar to manage the operations of the Loading Dock. A **Property Management Office** is located on the Second Level of The Rigby building, which can be accessed by taking the elevators located at 1220 3rd Street NE, Washington, DC 20002, and traveling one floor up.

The Property Management Office can be reached at the following contact information:

Address:

The Rigby Apartments 1220 3rd Street, NE, Second Level
Washington, D.C. 20002

Phone: [\(202\) 280-2800](tel:(202)280-2800)

Email: Rigbydcmgr@greystar.com

The Loading Dock entrance for all building uses (Residential, Hotel, Retail) is located off M Street NE, west of 3rd Street NE. A diagram of the Loading Dock is attached as Exhibit 1.

The Dock Master's Office is located at the base of the ramp off M Street NE, between the entrances to the Loading Dock and Parking Garage as shown on Exhibit 1.

The Dock Master may be contacted via the following:

Phone: [\(202\) 280-2800](tel:(202)280-2800)

Email: Rigbydcmgr@greystar.com

- The Loading Dock will be staffed by a Dock Master, Dock Supervisors and Dock Attendants, collectively referred to as "Dock Personnel". Upon arrival, a delivery vehicle will be met at the entrance to the Loading Dock by one of the Dock Personnel, where the delivery reservation will be confirmed before allowing the vehicle access to the loading areas. The Dock Attendant will have access to the loading dock reservation log to confirm the reservation. Once approved, the delivery vehicle will be assigned a specific bay and provided the appropriate directions.

- All Dock Personnel will remain in contact with a two-way radio communication system, which may also be used to contact Greystar property management or engineering employees, or contract maintenance or security personnel, as necessary.
- All residential move-ins and move-outs, commercial loading and all deliveries are required to make reservations with the Dock Master's Office.
- Reservations made by e-mailing or calling the Dock Master's office or the Management's office will be entered into the loading dock reservation log so that all reservations are properly recorded and coordinated. This is necessary to prevent over-booking at any given time.
- Should a delivery vehicle arrive without a reservation, the Dock Personnel will attempt to contact the appropriate tenant representative using a list of pre-authorized tenant contacts in an effort to receive the necessary approval. If approval is received but a delivery bay is not currently available, the delivery person will be instructed to depart and return when a bay is scheduled to be available. If the Dock Personnel is unable to gain the required approval, the delivery will be denied.
- Regular deliveries from recognizable firms that are expected on a daily or frequent basis (i.e., **Federal Express**, **UPS**, etc.) will be allowed into the Loading Dock without a specific reservation from individual tenants. These deliveries are usually intended for multiple tenants in a single delivery and would be difficult to anticipate.

RULES & REGULATIONS FOR LOADING DOCK – RESIDENTIAL USES

1. All residential move ins / move outs will be conducted via the freight elevator and loading dock.
2. Residents must reserve time slots move ins / move outs with the Dock Master. Time slots will be available in 3-hour increments beginning 9:00 a.m. and ending 6:00 p.m., Monday through Sunday.
3. The Loading Dock can service trucks ranging in size up to a maximum of 40 feet in length and 14 feet in height. The hotel valet and residential parking areas of the parking garage have a vehicle height limit of 7'-0".
4. The Loading Dock is under 24-hour surveillance. Smoking in the Loading Dock, Garage, or anywhere in the enclosed areas of the project, or in violation of local code, is strictly prohibited.
5. Trucks utilizing the Loading Dock must follow all District guidelines for heavy vehicle operation including but not limited to DCMR 20 Chapter 9, Section 900 (Engine Idling).
6. Trucks must also follow regulations set forth by DDOT's Freight Management and Commercial Vehicle Operations document, and the primary access routes listed in the DDOT Trucks and Bus Route System.
7. The Dock Master is responsible for disseminating DDOT's Freight Management and Commercial Vehicle Operations document to drivers as needed. Applicable regulations will be posted in prominent location(s) within the service area.
8. Materials and equipment will not be permitted to be stored or staged on the Loading Dock at any time.
9. Residents seeking to schedule furniture or other bulk delivery must refer to the Delivery section of Rules & Regulations for Commercial Uses of the Loading Dock, which is indicated on the following pages of this document.
10. The Dock Master, Dock Supervisors, Dock Attendants, or other employees of The Central Armature Works project will not sign or accept deliveries on behalf of apartment residents and apartment building staff.

RULES & REGULATIONS FOR LOADING DOCK – COMMERCIAL USES

General:

1. All deliveries, trash removal, loading, and unloading will utilize the loading dock located off M street, west of 3rd Street Northeast.
2. The Loading Dock can service trucks ranging in size up to a maximum of 40 feet in length and 14 feet in height. The hotel valet and residential parking areas of the parking garage have a vehicle height limit of 7'-0".
3. Internal service corridors of the facility will be used to facilitate loading and unloading.
4. The Loading Dock is under 24-hour surveillance. Smoking in the Loading Dock, Garage, or anywhere in the enclosed areas of the project, or in violation of local code, is strictly prohibited.
5. Service vehicle activity is directed by the Dock Master to use the DDOT Designated Truck Route.
6. Trucks utilizing the Loading Dock must follow all District guidelines for heavy vehicle operation including but not limited to DCMR 20 Chapter 9, Section 900 (Engine Idling).
7. Trucks must also follow regulations set forth by DDOT's Freight Management and Commercial Vehicle Operations document, and the primary access routes listed in the DDOT Trucks and Bus Route System.
8. The Dock Master is responsible for disseminating DDOT's Freight Management and Commercial Vehicle Operations document to drivers as needed. Applicable regulations will be posted in prominent location(s) within the service area.
9. Materials and equipment will not be permitted to be stored or staged on the Loading Dock at any time.
10. The Dock Master, Dock Supervisors, Dock Attendants, or other employees of The Central Armature Works project will not sign or accept deliveries on behalf of the hotel employees and retail deliveries.

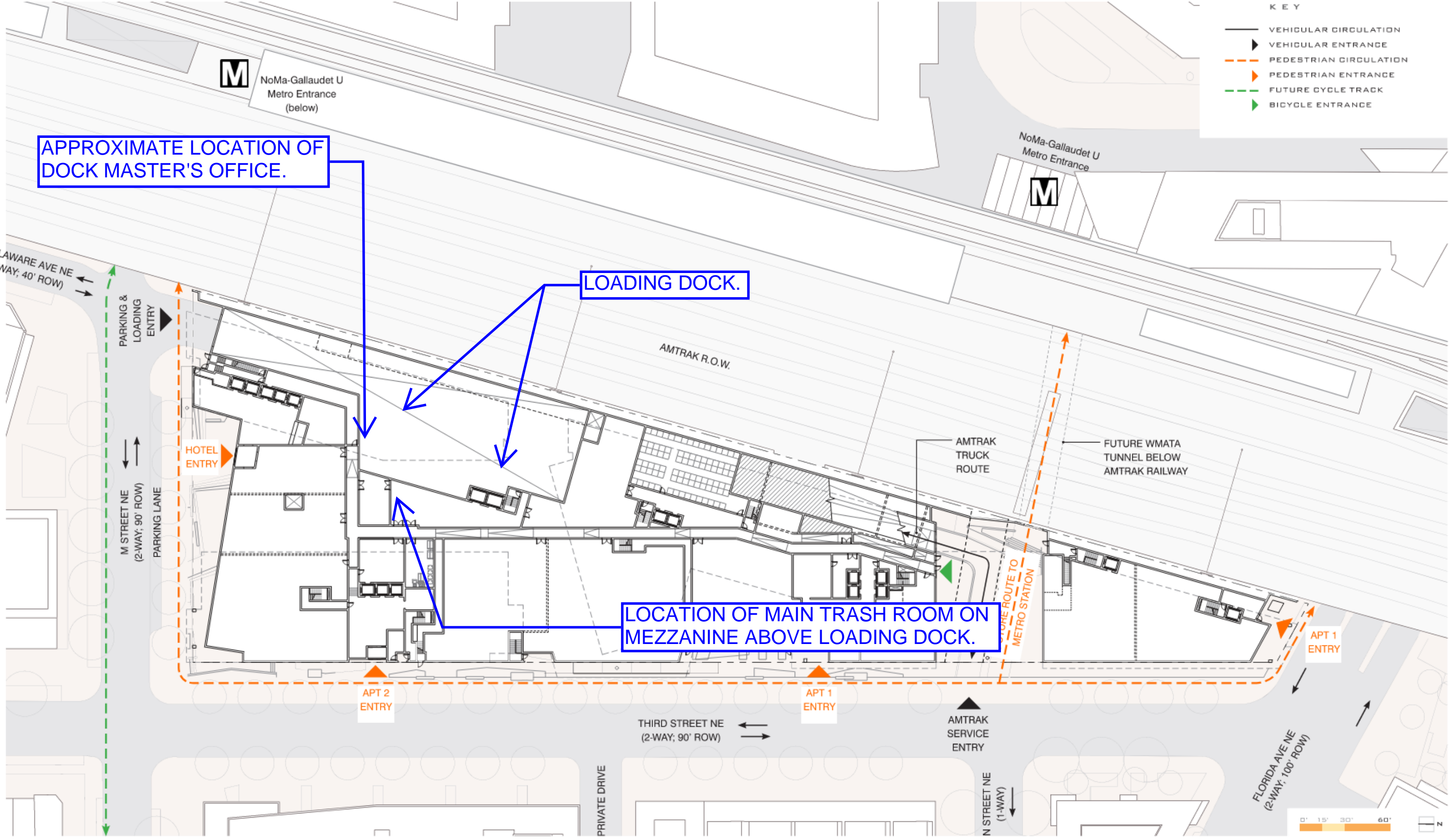
RULES & REGULATIONS FOR LOADING DOCK – COMMERCIAL USES CONTINUED

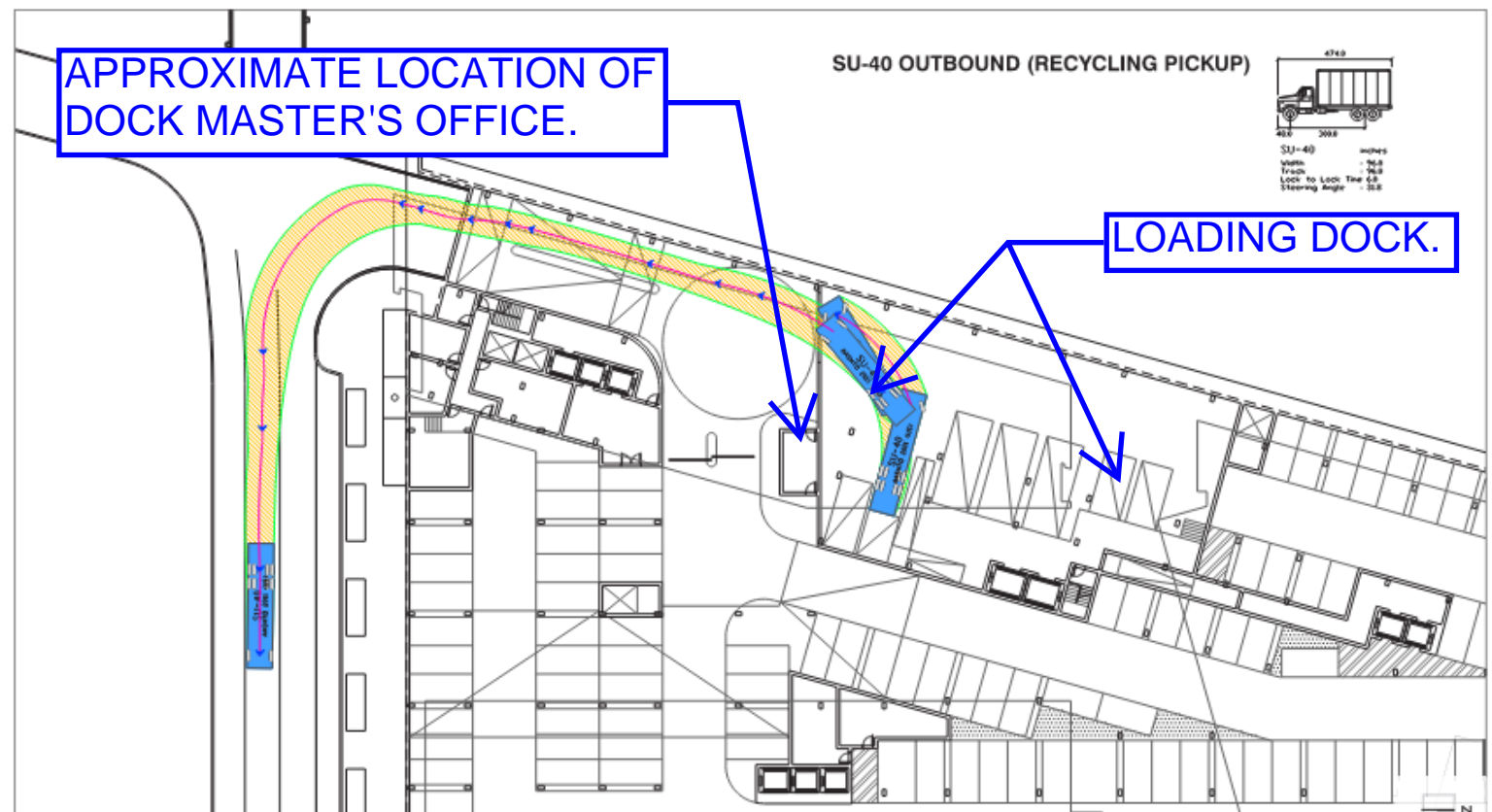
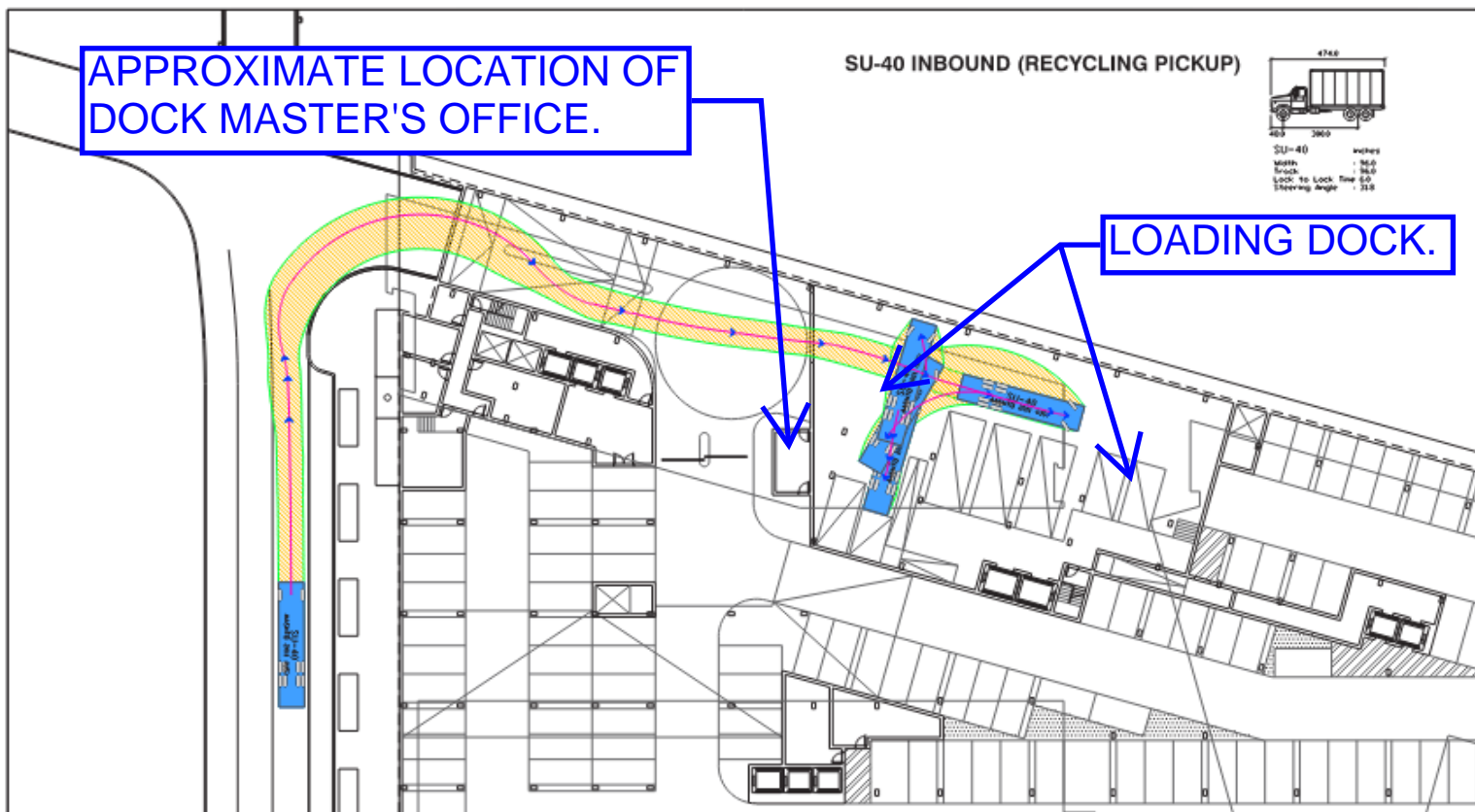
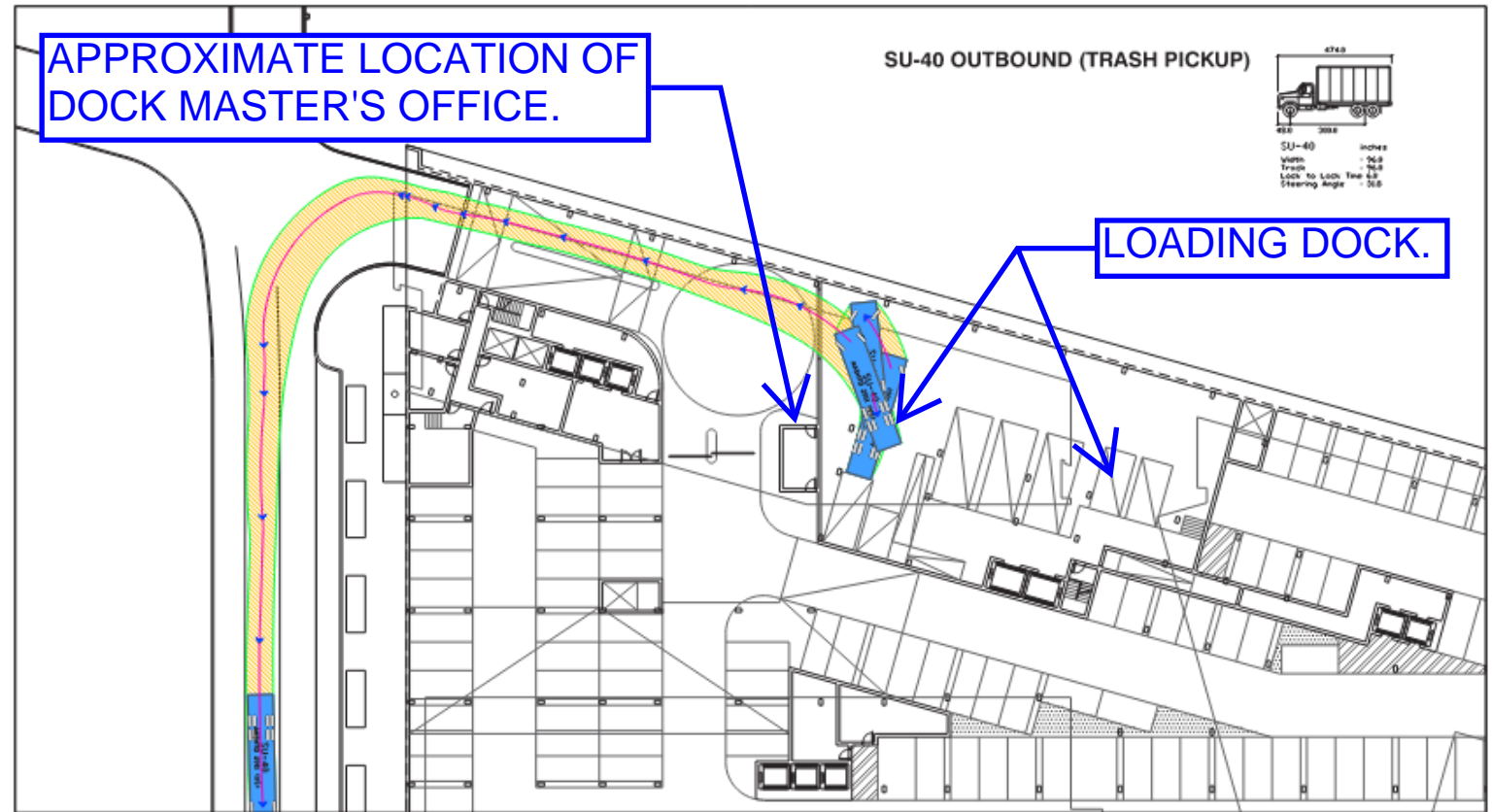
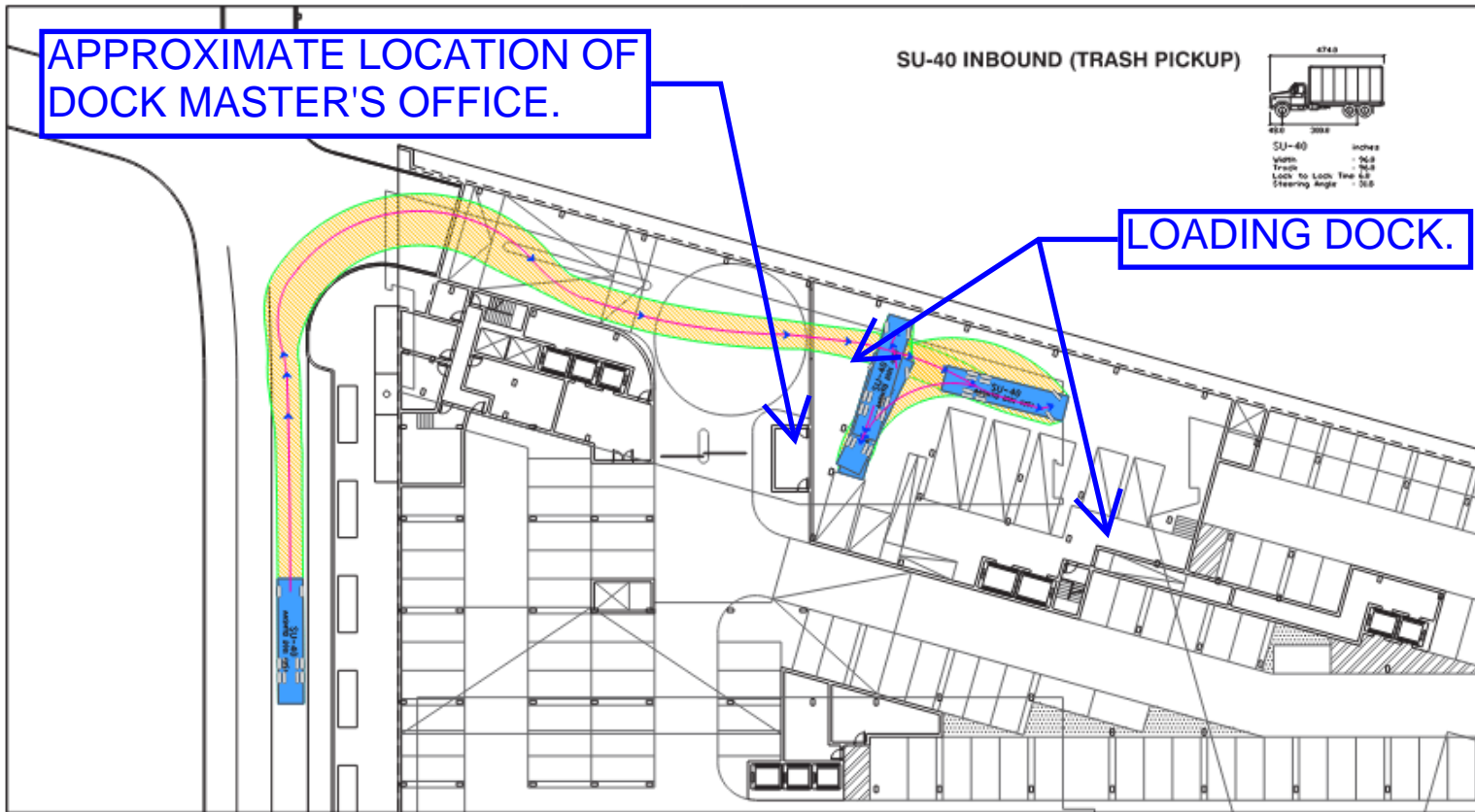
Delivery:

1. All delivery vehicles are subject to search, screening, or inspection prior to allowing access to the Loading Dock.
2. The security of all deliveries is the tenants' responsibility.
3. All deliveries should be reserved at least 48 hours in advance to provide effective coordination. Deliveries reserved with less than 48 hours of advance notice will be accommodated on an as-able basis, but may not be provided access if the dock is otherwise reserved and full.
4. Vehicles must not idle while parked in the Loading Dock or block the entry/exit of the Loading Dock.
5. Passenger vehicles are not permitted in the Loading Dock unless making a delivery. Extended parking in the Loading Dock is prohibited.
6. All delivery personnel must follow the directions provided by the Dock Master, Dock Supervisors or Dock Attendants at all times. Failure to do so will be grounds for removal from the premises.

Disposal:

1. Trash removal will be serviced by Waste Management utilizing trucks no longer than 40 feet and will utilize the loading dock accessed from M Street NE. Trash removal will occur 2-3 times per week or as needed.
2. All delivery materials and debris must be removed from the property by the delivery company (i.e., boxes, pallets, plastic wrapping, straps, etc.).
3. Construction debris must never be placed in compactors, and only discarded in construction dumpsters assigned to that specific tenant. Debris must not be discarded in a dumpster provided for the use of another tenant.
4. Disposal of liquid construction waste is not permitted except when placed in appropriate containers and properly disposed in designated areas.
5. Liquids of all types (i.e., gasoline, chemicals, paint, etc.) must never be discarded by dumping down the drains.





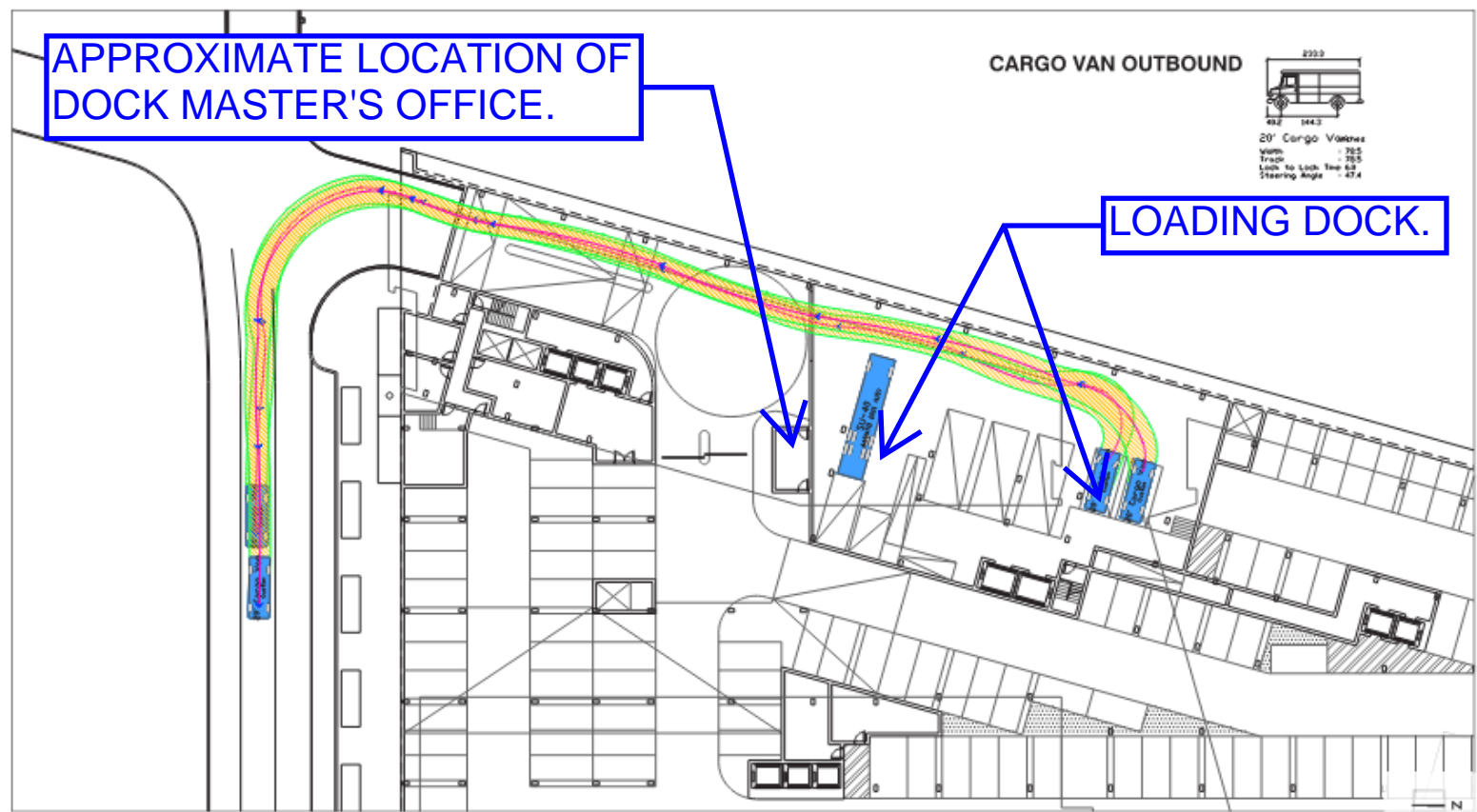
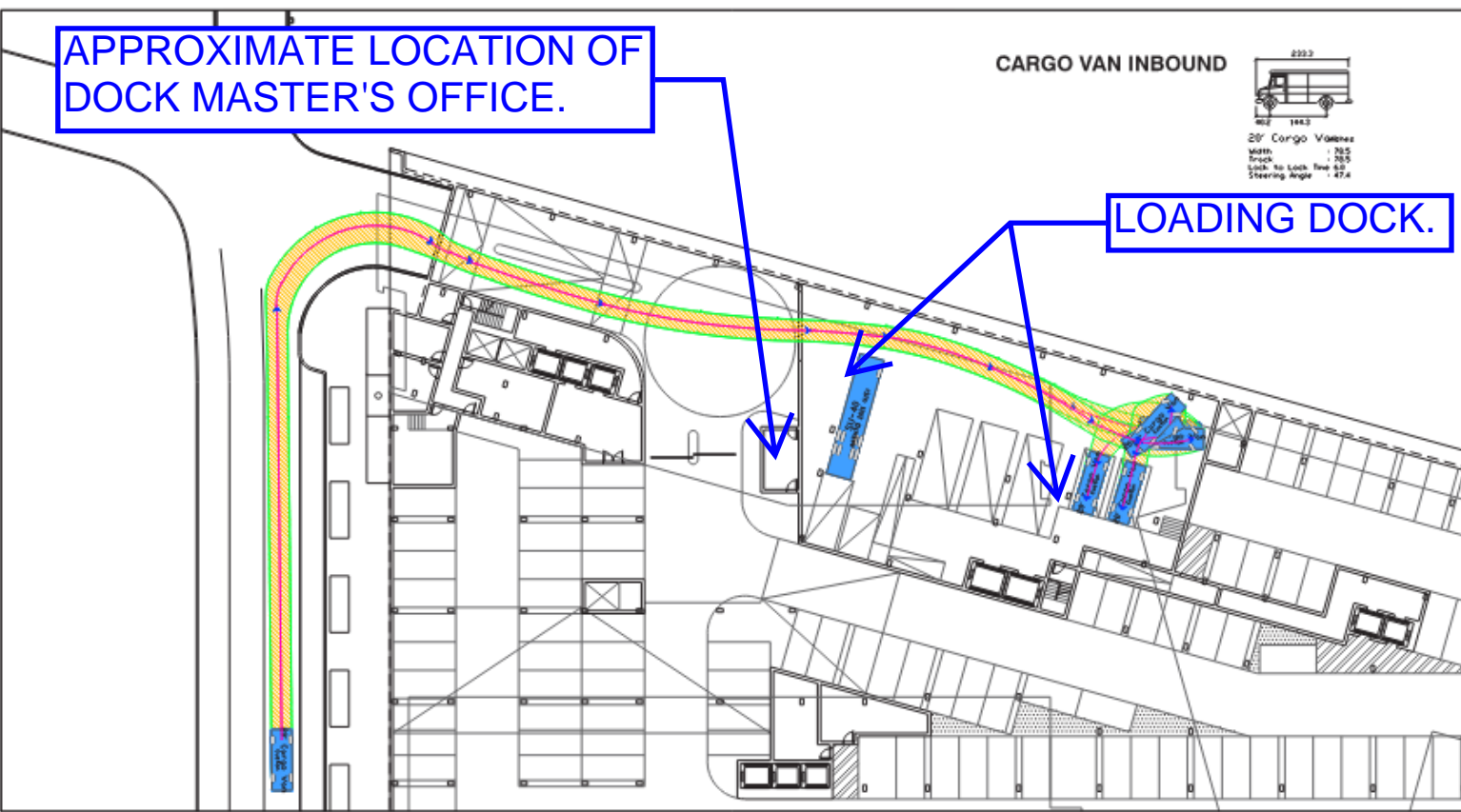
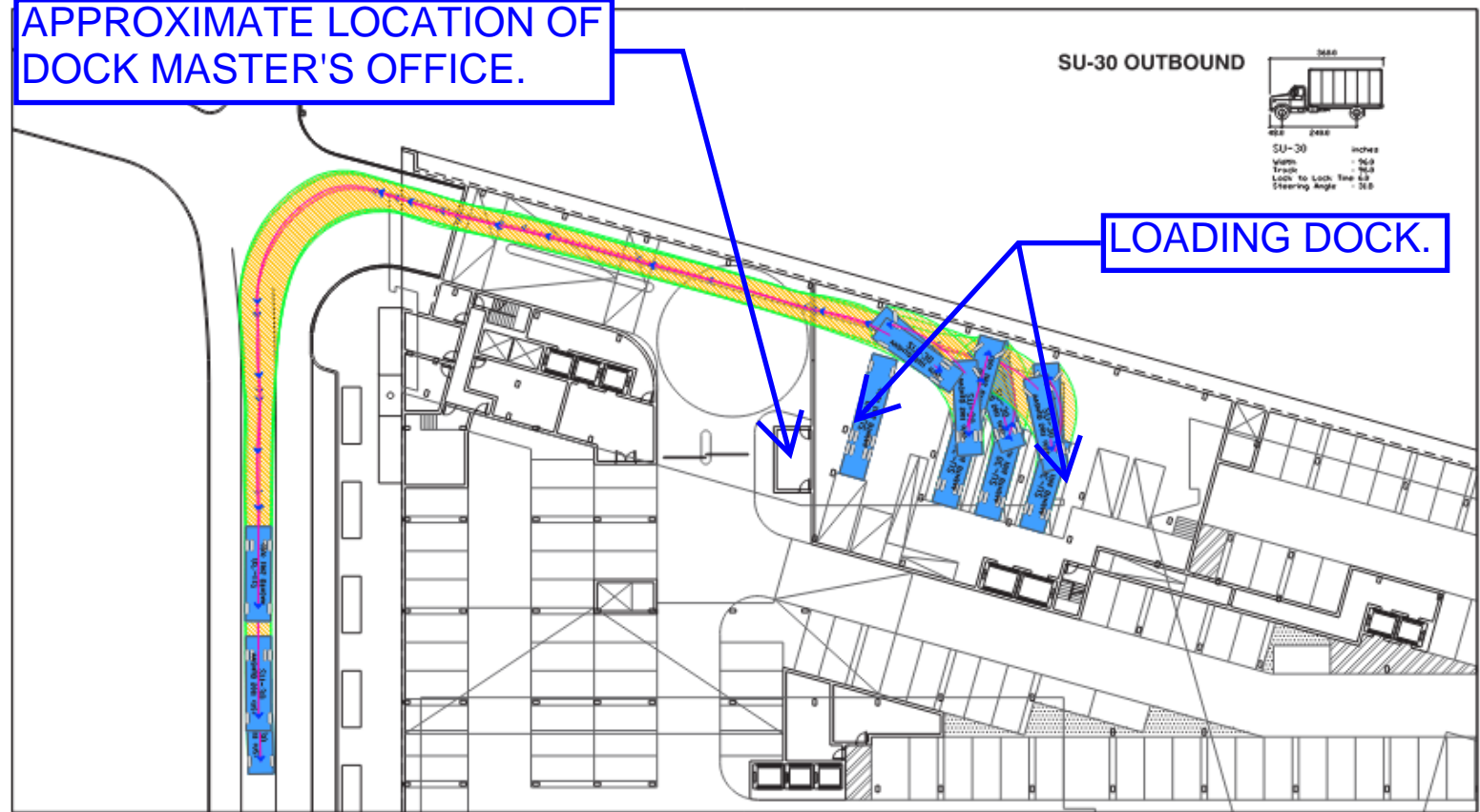
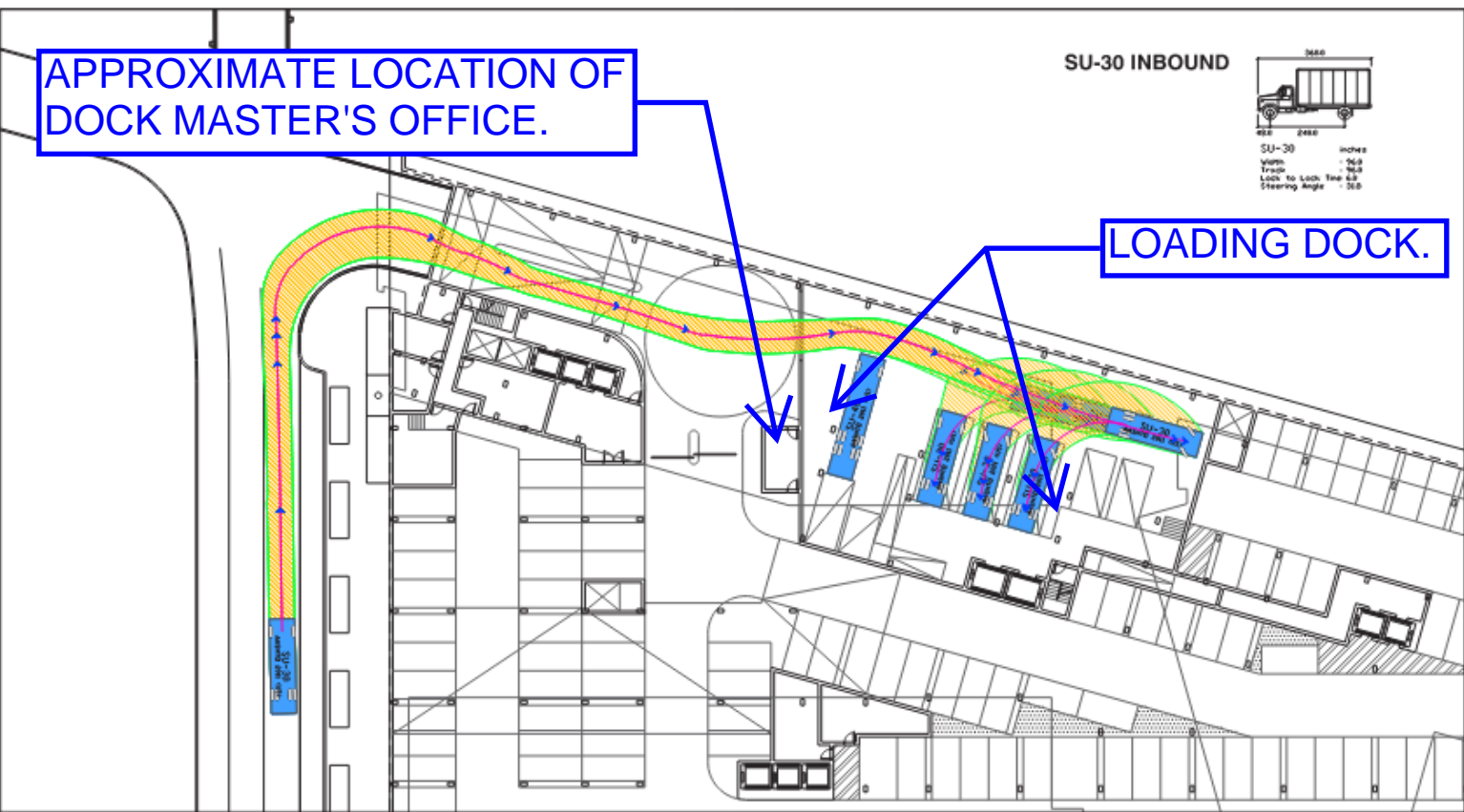


EXHIBIT F

INCLUSIONARY DEVELOPMENT COVENANT

THIS INCLUSIONARY DEVELOPMENT COVENANT (this “**Covenant**”) is made as of the 17th day of February, 2020, by Armature Works (Residential) Owner, LLC, a Delaware limited liability company and its successors and assigns, and Armature Works (Hotel) Owner, LLC, a Delaware limited liability company and its successors and assigns (collectively, the “**Inclusionary Development Owner**”) having an address of 1220 3rd St., NE and 1240 3rd St., NE, for the benefit of the District of Columbia, a municipal corporation, acting by and through the Department of Housing and Community Development (the “**District**”).

RECITALS

R-1. Inclusionary Development Owner is the fee owner of certain real property located in the District of Columbia as further described in **Exhibit A** (the “**Site**”). The Site is located in a zoning district subject to the Inclusionary Zoning Program (as defined below). The Inclusionary Development Owner intends to construct an Inclusionary Development (as defined below) on the Site.

R-2. District has determined, in accordance with the Inclusionary Zoning Program and its public policy of increasing the affordable housing stock in the District of Columbia, that the Site and the Inclusionary Development (collectively, the “**Property**”) shall be subject to this Covenant which requires among other things that the Inclusionary Development contain a certain number of Inclusionary Units (as defined below).

R-3. The Inclusionary Development Owner is hereby entering into this Covenant to set forth the terms, restrictions, and conditions upon which Owner (as defined below) will construct, maintain, rent, and sell the Inclusionary Units.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Inclusionary Development Owner hereby covenants as follows:

ARTICLE I DEFINITIONS

For the purposes of this Covenant, the capitalized terms used herein shall have the meanings ascribed to them below and, unless the context clearly indicates otherwise, shall include the plural as well as the singular.

AMI: has the meaning given to the term “Area Median Income” in the IZ Implementation Regulations.

Annual Income: has the meaning given in the IZ Implementation Regulations.

Annual Report: has the meaning given in Section 4.7.

Applicable Law: means all applicable District of Columbia and federal laws, codes, regulations, and orders, including, without limitation, environmental laws, laws relating to historic preservation, and laws relating to accessibility for persons with disabilities.

Business Day: means Monday through Friday, inclusive, other than holidays recognized by the District government.

Capital Improvement Claim: means a request and any supporting documentation submitted by an Inclusionary Unit Owner to the District Agency documenting a capital improvement made by the Inclusionary Unit Owner to a For Sale Inclusionary Unit after such unit was purchased by the Inclusionary Unit Owner pursuant to the IZ Implementation Regulations.

Certificate of Inclusionary Zoning Compliance: means the certificate issued by DCRA in accordance with the IZ Implementation Regulations, attached hereto as **Exhibit B**.

Certification of Income, Affordability, and Housing Size: has the meaning given in the IZ Implementation Regulations.

Certifying Entity: has the meaning given in the IZ Implementation Regulations.

DCMR: means the District of Columbia Municipal Regulations, as may be amended from time to time.

DCRA: means the District of Columbia Department of Consumer and Regulatory Affairs.

Declaration of Eligibility: has the meaning given in the IZ Implementation Regulations.

Designated Affordability Level: means the maximum percentage of the AMI for a Qualified Purchaser or Qualified Tenant of each Inclusionary Unit as listed in the Certificate of Inclusionary Zoning Compliance and mandated by the IZ Laws.

District Agency: means the agency of the government of the District of Columbia with authority to act under the IZ Laws, whether by Mayor's Order or pursuant to the IZ Laws.

District Lottery: means the lottery procedures described in the IZ Implementation Regulations.

For Sale Inclusionary Development: means the portion of an Inclusionary Development that includes Inclusionary Units that will be sold to Qualified Purchasers.

For Sale Inclusionary Unit: means an Inclusionary Unit that shall be sold to a Qualified Purchaser.

Foreclosure Notice: is defined in Section 8.4.

Household(s): has the meaning given in the IZ Implementation Regulations.

HUD: means the United States Department of Housing and Urban Development.

Inclusionary Development: has the meaning given in the IZ Implementation

Regulations.

Inclusionary Development Owner: is identified in the preamble of this Covenant.

Inclusionary Units: are the units indicated in the Certificate of Inclusionary Zoning Compliance.

Inclusionary Unit Owner: a member or members of a Qualified Purchaser that own(s) a For Sale Inclusionary Unit.

Inclusionary Unit Tenant: a member or members of a Qualified Tenant that lease(s) a Rental Inclusionary Unit.

Inclusionary Zoning Program: has the meaning given in D.C. Official Code § 6-1041.01(4) (2008 Supp.), as amended.

IZ Implementation Regulations: means the Inclusionary Zoning Implementation regulations published in Chapter 22 of Title 14 of DCMR, as amended.

IZ Laws: means, collectively, the (a) Inclusionary Zoning Implementation Amendment Act of 2006, as codified in the D.C. Official Code §§ 6-1041.01 *et seq.* (2008 Supp.), as amended (b) IZ Implementation Regulations and (c) zoning regulations published in Chapter 10 Subtitle C of ZR16, as amended.

Land Records: means the real property records for the District of Columbia located in the Recorder of Deeds.

Market-Rate Unit: has the meaning given in the IZ Implementation Regulations.

Maximum Allowable Rent: is the maximum rental rate of a Rental Inclusionary Unit as determined pursuant to the IZ Implementation Regulations.

Maximum Resale Price: is the maximum resale price of a For Sale Inclusionary Unit as determined pursuant to the procedures contained in **Schedule 1** attached hereto.

Maximum Sales Price: is the maximum price of a For Sale Inclusionary Unit as determined pursuant to the IZ Implementation Regulations.

Mortgage: means a mortgage, deed of trust, mortgage deed, or such other classes of instruments as are commonly given to secure a debt under the laws of the District of Columbia.

Mortgagee: means the holder of a Mortgage.

Notice of Availability: has the meaning given in the IZ Implementation Regulations.

OAG: means the Office of the Attorney General for the District of Columbia.

Owner: means the Inclusionary Development Owner and any Inclusionary Unit Owner.

Person: means any individual, corporation, limited liability company, trust, partnership, association, or other legal entity.

Property: is defined in the Recitals.

Qualified Purchaser: means a Household that satisfies the requirements contained in the IZ Implementation Regulations for a For Sale Inclusionary Unit.

Qualified Tenant: means a Household that satisfies the requirements contained in the IZ Implementation Regulations for a Rental Inclusionary Unit.

Rent and Price Schedule: has the meaning given in the IZ Implementation Regulations.

Rental Inclusionary Development: has the meaning given in the IZ Implementation Regulations.

Rental Inclusionary Unit: means an Inclusionary Unit that shall be leased to a Qualified Tenant.

Rental Inclusionary Unit Lease Rider: is the lease rider required under the IZ Implementation Regulations in the form approved by the District Agency that shall be attached to a lease agreement for a Rental Inclusionary Unit and shall be executed by the Inclusionary Development Owner and each member of the Inclusionary Unit Tenant who is over the age of eighteen (18) years old.

Sale: is a conveyance of all of the fee simple interest in a For Sale Inclusionary Unit.

Site: is defined in the Recitals.

Transferee: is defined in Section 5.6.

Waiver: the District's written waiver, if any, of certain provisions contained in the IZ Implementation Regulations not required by the Inclusionary Zoning Act (D.C. Official Code § 6-1041, et seq.) or the zoning regulations published in Chapter 26 of Title 11 of DCMR, as amended. In the event the District has issued a Waiver as of the date of this Covenant, the Waiver shall be attached hereto as **Exhibit C**.

ARTICLE II CONSTRUCTION OF INCLUSIONARY DEVELOPMENT

The Inclusionary Development Owner hereby covenants and agrees to construct the Inclusionary Development in accordance with (a) the building permit(s) issued for the Inclusionary Development, (b) the Certificate of Inclusionary Zoning Compliance, and (c) the IZ Laws.

**ARTICLE III
USE**

3.1 **Use.** Except as provided herein, all Inclusionary Unit Owners and Inclusionary Unit Tenants shall have the same and equal use and enjoyment of all of the amenities of the Property and services provided at the Inclusionary Development as the owners or tenants of the comparable Market-Rate Units. No restrictions, requirements or rules shall be imposed on Inclusionary Unit Owners or Inclusionary Unit Tenants that are not imposed equally on the owners or tenants of the comparable Market-Rate Units. If amenities, services, upgrades, or ownership or rental of parking and other facilities are offered as an option at an additional upfront and/or recurring cost or fee to the comparable Market-Rate Units, such amenities, services, upgrades, or ownership or rental of parking and other facilities shall be offered to the Inclusionary Unit Owners and Inclusionary Unit Tenants of comparable Inclusionary Units at the same upfront and/or recurring cost or fee. If there is no cost or fee charged to the owners or tenants of the comparable Market-Rate Units for such amenities, services, upgrades, or ownership or rental of parking and other facilities, there shall not be a cost or fee charged to Inclusionary Unit Owners or Inclusionary Unit Tenants of comparable Inclusionary Units.

3.2 **Demolition/Alteration.** Except for maintenance, upkeep, repairs of interior components and replacement of interior components (including fixtures and appliances) of the Inclusionary Unit with interior components of equal or better quality than those interior components being replaced, an Owner shall not demolish or otherwise structurally alter an Inclusionary Unit or remove fixtures or appliances installed in an Inclusionary Unit without the prior written approval of the District Agency, which approval shall be in the sole discretion of the District Agency; provided, that in the event the changes are comparable to changes made to the Market-Rate Units, no District Agency approval shall be required.

**ARTICLE IV
RENTAL OF INCLUSIONARY UNITS**

4.1 **Lease of Rental Inclusionary Units.** In the event the Inclusionary Zoning Development contains Rental Inclusionary Units, the provisions of this Article IV shall apply. The Inclusionary Development Owner shall reserve, maintain and lease the Rental Inclusionary Units to Qualified Tenants (a) in accordance with the IZ Law, subject to the Waiver, if any, and the Certificate of Inclusionary Zoning Compliance, and (b) at a rental rate at or below the Maximum Allowable Rent.

4.2 **Rental Inclusionary Unit Lease Requirements.** The Inclusionary Development Owner hereby covenants that it shall utilize a lease agreement which incorporates and attaches the Rental Inclusionary Unit Lease Rider.

4.3 **Rental Inclusionary Unit Lease Terms.**

4.3.1 Except as authorized by the IZ Implementation Regulations or waived pursuant to the Waiver, if any, the lease term for a Rental Inclusionary Unit shall be for a period of only one (1) year, unless extended by the District Agency in accordance with

the IZ Implementation Regulations. The lease term shall not automatically renew and shall only be renewed in accordance with the IZ Implementation Regulations.

4.3.2 The Maximum Allowable Rent for each Rental Inclusionary Unit shall be determined by the Rent and Price Schedule in accordance with the IZ Implementation Regulations.

4.3.3 An Inclusionary Unit Tenant shall not have its lease renewed unless the Inclusionary Unit Tenant complies with the requirements contained in Section 2216.1 of the IZ Implementation Regulations.

4.4 **No Subleasing of Rental Inclusionary Units.** An Inclusionary Unit Tenant may not sublease any Rental Inclusionary Unit or assign its lease to any Rental Inclusionary Unit.

4.5 **Representations of Inclusionary Unit Tenant.** By execution of a lease for a Rental Inclusionary Unit, each Inclusionary Unit Tenant shall be deemed to represent and warrant to the District Agency, Inclusionary Development Owner and the Certifying Entity, as applicable, each of whom may rely thereon, that the Inclusionary Unit Tenant meets, and will continue to meet, all eligibility requirements contained in the IZ Laws for the rental of a Rental Inclusionary Unit.

4.6 **Representations of Inclusionary Development Owner.** By execution of a lease for a Rental Inclusionary Unit, the Inclusionary Development Owner shall be deemed to represent and warrant to the District Agency, which may rely on the following, that: (i) the Household is a Qualified Tenant pursuant to the executed Certification of Income, Affordability, and Housing Size and Declaration of Eligibility received by the Inclusionary Development Owner, and (ii) the Inclusionary Development Owner is not charging the Inclusionary Unit Tenant more than the Maximum Allowable Rent.

4.7 **Annual Reporting Requirements.** The Inclusionary Development Owner shall provide an annual report (“**Annual Report**”) to the District Agency regarding the Rental Inclusionary Units, which shall be prepared and submitted in accordance with the IZ Implementation Regulations.

4.8 **Confidentiality.** Except as may be required by Applicable Law, including, without limitation to, the *District of Columbia Freedom of Information Act of 1976*, D.C. Code § 2-531 *et seq.* (2001), the Inclusionary Development Owner and the District Agency shall not disclose to third parties the personal information of the Households, including the identity of the Households, submitted as a part of the Annual Report.

4.9 **Inspection Rights.** The District Agency or its designee shall have the right to inspect the Rental Inclusionary Units, upon reasonable advance notice to the Inclusionary Development Owner. The District Agency or its designee shall have the right to inspect a random sampling of the Rental Inclusionary Units to confirm that the units are in compliance with applicable statutory and regulatory housing requirements. The District Agency or its designee shall have the right to conduct audits of a random sampling of the Rental Inclusionary Units and associated files and documentation to confirm compliance with the requirements of this Covenant.

**ARTICLE V
SALE OF INCLUSIONARY UNITS**

5.1 Sale of For Sale Inclusionary Units. In the event the Inclusionary Zoning Development contains For Sale Inclusionary Units, the provisions of this Article V shall apply. The Inclusionary Development Owner, as to initial Sales, and the Inclusionary Unit Owner, for all subsequent Sales, shall reserve and sell the For Sale Inclusionary Units to Qualified Purchasers in accordance with the IZ Laws and the Certificate of Inclusionary Zoning Compliance. For the initial Sale, the For Sale Inclusionary Unit shall be sold to Qualified Purchasers at a purchase price at or below the Maximum Sales Price. For all subsequent Sales, the For Sale Inclusionary Unit shall be sold to Qualified Purchasers at a purchase price at or below the Maximum Resale Price.

5.2 Closing Procedures and Form of Deed.

5.2.1 Owner to Provide Copy of Covenant. At the initial closing and all subsequent closings for a For Sale Inclusionary Unit, the Owner shall provide the Qualified Purchaser with a copy of this Covenant.

5.2.2 Form of Deed. All deeds used to convey a For Sale Inclusionary Unit must have a fully executed Declaration of Eligibility and Certification of Income, Affordability, and Housing Size attached, and shall include the following statement in twelve (12) point or larger type, in all capital letters, on the front page of the deed:

THIS DEED IS DELIVERED AND ACCEPTED SUBJECT TO THE PROVISIONS AND CONDITIONS SET FORTH IN THAT CERTAIN INCLUSIONARY DEVELOPMENT COVENANT, DATED AS OF _____, 20__ RECORDED AMONG THE LAND RECORDS OF THE DISTRICT OF COLUMBIA AS INSTRUMENT NUMBER _____, ON _____ 20__, WHICH AMONG OTHER THINGS IMPOSES RESTRICTIONS ON THE SALE AND CONVEYANCE OF THE SUBJECT PROPERTY.

5.2.3 Post-Closing Obligations. The purchasing Inclusionary Unit Owner shall submit to the District Agency within seventeen (17) days after the closing on the Sale of any For Sale Inclusionary Unit a final executed HUD settlement statement and a copy of the deed recorded in the Land Records, including the Declaration of Eligibility and Certification of Income, Affordability, and Housing Size.

5.3 Representations of Owner. By execution of a deed for the For Sale Inclusionary Unit, the Inclusionary Development Owner, for initial Sales, and the Inclusionary Unit Owner, for subsequent Sales, shall be deemed to represent and warrant to, and agree with, the District Agency and, if applicable, the title company, each of whom may rely on the following: that (i) the purchaser is a Qualified Purchaser at the Designated Affordability Level, and (ii) the sale price satisfies the terms of this Covenant and the IZ Laws.

5.4 Annual Certification of Residency. In accordance with the IZ Implementation Regulations, the Inclusionary Unit Owner shall submit to the District Agency annually on the

anniversary of the closing date for a For Sale Inclusionary Unit, a certification that it continues to occupy the For Sale Inclusionary Unit as its principal residence. The certification shall be submitted on or with such form as may be prescribed by District Agency.

5.5 Leasing For Sale Inclusionary Units. An Inclusionary Unit Owner may lease a For Sale Inclusionary Unit in accordance with the requirements contained in the IZ Implementation Regulations.

5.6 Transfers. Except as provided in Article VIII, in the event an Inclusionary Unit Owner voluntarily or involuntarily transfers all or part of the For Sale Inclusionary Unit pursuant to operation of law, court order, divorce, death to a transferee, heir, devisee or other personal representative of such owner of a For Sale Inclusionary Unit (each a "**Transferee**"), such Transferee, shall be automatically bound by all of the terms, obligations and provisions of this Covenant; and shall either: (i) occupy the For Sale Inclusionary Unit, or (ii) if the Transferee does not wish or is unable to occupy the For Sale Inclusionary Unit, he or she shall provide the District Agency with a Notice of Availability in accordance with the IZ Implementation Regulations, and sell it in accordance with this Covenant and the IZ Laws, except as otherwise provided in the IZ Implementation Regulations.

ARTICLE VI DEFAULT; ENFORCEMENT AND REMEDIES

6.1 Default. The Inclusionary Unit Owner shall be deemed to be in default of this Covenant, if the Inclusionary Unit Owner violates or fails to comply with any provision of the: (i) Inclusionary Zoning Act, (ii) Covenant, and/ or (iii) Certificate of Inclusionary Zoning Compliance, and such violation continues beyond any cure period provided in Section 6.3. Upon an event of default, the District shall have remedies provided in Section 6.2.

6.2 Remedies.

6.2.1 The District or District Agency shall have the right to demand that any person found to have sold a For Sale Inclusionary Unit at a price greater than that permitted hereunder shall pay a fine equal to the amount by which the purchase price exceeded the price allowed plus 10%.

6.2.2 The District or District Agency shall have the further right to demand that any person found to have rented an Inclusionary Unit at a rent greater than the Maximum Allowable Rent shall pay a fine equal to the amount by which the rent paid exceeded the Maximum Allowable Rent plus 10%. The fine amount shall continue to be paid until the owner provides proof satisfactory to the District Agency that the rental payment has been reduced to the Maximum Allowable Rent.

6.2.3 Notwithstanding the foregoing, an event of default under this Covenant shall also be a civil infraction for the purposes of the Department of Consumer and Regulatory Affairs Civil Infractions Act of 1985, effective October 5, 1985 (D.C. Law 6-42; D.C. Official Code Sec. 2-1801.01 *et seq.*) and may be grounds for revocation of any building permit and certificate of occupancy for the market rate portions of the Inclusionary Development.

6.3 **Right to Cure Period.** If a violation occurs under this Covenant or the IZ Laws, the District Agency shall provide the Owner with written notice setting forth with particularity the alleged violation and shall provide at least thirty (30) days to cure the alleged violation, prior to the District Agency declaring an event of default and exercising its remedies. The District Agency may extend the cure period in its sole discretion. Failure to send such timely notice shall not be a waiver of any of the District's rights.

6.4 **Right to Attorney Fees.** If the District shall prevail in any such legal action to enforce this Covenant, then the Owner, Inclusionary Unit Owner, Person or Household against whom the District prevails, shall pay District all of its costs and expenses, including reasonable attorney fees, incurred in connection with District efforts to enforce this Covenant. If OAG is counsel for the District in such legal action, the reasonable attorney fees shall be calculated based on the then applicable hourly rates established in the most current adjusted Laffey matrix prepared by the Civil Division of the United States Attorney's Office for the District of Columbia and the number of hours employees of OAG prepared for or participated in any such action.

ARTICLE VII COVENANTS BINDING ON SUCCESSORS AND ASSIGNS

This Covenant is and shall be binding upon the Property and each Inclusionary Unit and shall run with the land for the period provided herein. The rights and obligations of the District, the Inclusionary Development Owner, Inclusionary Unit Owner and their respective successors, heirs, and assigns shall be binding upon and inure to the benefit of the foregoing parties and their respective successors, heirs, and assigns. Such covenants are not binding upon any party who no longer holds a property interest in the Property, except that a party shall be liable for actions that occurred during the period such party held an interest in the Property. All rights of the District pertaining to the monitoring and/or enforcement of the obligations of the Inclusionary Development Owner or Inclusionary Unit Owner hereunder shall be retained by District, or such designee of the District as the District may so determine. No Sale or transfer shall affect the validity of this Covenant, except as provided in Article VIII.

ARTICLE VIII MORTGAGES

8.1 **Subordination of Mortgages.** All Mortgages placed against the Property, or any portion thereof, shall be subject and subordinate to this Covenant, except as provided in Section 8.3.3.

8.2 **Amount of Mortgage.** In no event shall the aggregate amount of all Mortgages placed against a For Sale Inclusionary Unit exceed an amount equal to one hundred five percent (105%) of the Maximum Resale Price for such unit. Prior to obtaining any Mortgage or refinancing thereof, the Inclusionary Unit Owner shall request from the Agency the then-current Maximum Resale Price for its For Sale Inclusionary Unit.

8.3 **Default of Mortgage and Foreclosure.**

8.3.1 *Notice of Default.* The Mortgagee shall provide the Agency written notice of any notice of default and notice of intent to foreclose on the For Sale Inclusionary Unit. Notwithstanding the foregoing, in no event shall failure to provide such notices preclude the Mortgagee's right to proceed with its remedies for default under the Mortgage.

8.3.2 *Right of Purchase by the District.* The Agency shall have the right to purchase a For Sale Inclusionary Unit in the event a notice of default or notice of intent to foreclose for a Mortgage in first position was recorded in the Land Records. The purchase price shall be an amount that is the greater of (a) the amount of the debt secured by all Mortgages recorded against the subject For Sale Inclusionary Unit(s), including commercially reasonable costs and expenses, if any, incurred by Mortgagee as a result of a default and due and payable by the Inclusionary Unit Owner under the terms of the Mortgage or (b) the Maximum Resale Price. The Agency shall have thirty (30) days from the date a notice of default or a notice of foreclosure sale was recorded in the Land Records to exercise its option and to purchase the For Sale Inclusionary Unit. The Agency's right to purchase shall automatically expire upon the transfer of the For Sale Inclusionary Unit by foreclosure or deed in lieu thereof. The Agency may designate another District of Columbia agency or third party to take title to the For Sale Inclusionary Unit.

8.3.3 *Termination upon Foreclosure and Assignment.* In the event title to a For Sale Inclusionary Unit is transferred following foreclosure by, or deed in lieu of foreclosure to, a Mortgagee in first position, or a Mortgage in first position is assigned to the Secretary of HUD, the terms of this Covenant applicable to such unit shall be automatically terminated subject to Sections 8.3.4 and 8.4.

8.3.4 *Apportionment of Proceeds.* To the extent allowed by law, in the event title to a For Sale Inclusionary Unit is transferred according to the provisions of Section 8.3.3, the proceeds from such foreclosure or transfer shall be apportioned and paid as follows: first, to the Mortgagee, in the amount of debt secured under the Mortgage, including commercially reasonable costs and expenses, if any, incurred by Mortgagee and due and payable by the Inclusionary Unit Owner under the terms of the Mortgage; second, to any junior Mortgagees, in the amount of the debt secured under such Mortgages; third, to the For Sale Inclusionary Unit Owner, up to the amount of the Maximum Resale Price as of the date of such sale or transfer; and fourth, to the District.

8.3.5 *Effect of Foreclosure on this Covenant.* Except as provided in Section 8.3.3, in the event of foreclosure or deed in lieu thereof, this Covenant shall not be released, and the Mortgagee or any Person who takes title to an Inclusionary Unit through a foreclosure sale shall become a Transferee in accordance with Section 5.6.

8.4 **Assignment of Mortgage to the Secretary of HUD.** In the event a Mortgage recorded in the first position against a For Sale Inclusionary Unit is assigned to the Secretary of HUD, the following shall occur upon the date of assignment: (a) the District's right to purchase,

whether or not such right has been triggered, shall automatically expire and (b) the terms of this Covenant applicable to such unit shall be automatically terminated pursuant to Section 8.3, except that upon sale of such unit by the For Sale Inclusionary Owner or foreclosure or deed in lieu thereof, the proceeds of such sale shall be apportioned as provided in Section 8.3.4.

**ARTICLE IX
AMENDMENT OF COVENANT**

Except as otherwise provided herein, neither this Covenant, nor any part hereof, can be amended, modified or released other than as provided herein by an instrument in writing executed by a duly authorized official of the District Agency on behalf of the District, and by a duly authorized representative of the Owner. Any amendment to this Covenant that alters the terms and conditions set forth herein shall be recorded among the Land Records before it shall be deemed effective.

**ARTICLE X
TERM OF COVENANTS**

All Inclusionary Units in the Inclusionary Development shall be sold or leased in accordance with the terms of this Covenant for so long as the Inclusionary Development and any Inclusionary Unit therein exists. Notwithstanding the foregoing, this Covenant (a) shall be released and extinguished upon the satisfaction of the requirements contained in Section 8.4 in the event of foreclosure or a deed in lieu thereof or (b) may be released upon the reasonable approval of the District Agency.

**ARTICLE XI
NOTICES**

Any notices given under this Covenant shall be in writing and delivered by certified mail (return receipt requested, postage pre-paid), by hand, or by reputable private overnight commercial courier service to the applicable Person at the addresses identified in this Article, or to such other persons or locations as may be designated by the District Agency or Owner from time to time. All notices to be sent to the District Agency shall be sent to the following address:

DISTRICT AGENCY:

Department of Housing and Community Development
1800 Martin Luther King, Jr. Ave., SE
Washington, DC 20020
Attention: Director
Re: Inclusionary Zoning Program

All notices to be sent to the Inclusionary Development Owner shall be sent to the address given in the preamble. All notices to be sent to the Inclusionary Unit Owner shall be sent to the address on record with the District of Columbia Office of Tax and Revenue. All notices to be sent to any Inclusionary Unit Tenant shall be sent to the unit number referenced in its lease. Notices shall be deemed delivered as follows: (i) if hand delivered, then on the date of delivery

or refusal thereof; (ii) if by overnight courier service, then on the next business day after deposit with the overnight courier service; and (iii) if by certified mail (return receipt requested, postage pre-paid), then on the date of actual delivery or refusal thereof.

ARTICLE XII MISCELLANEOUS

12.1 Applicable Law: Forum for Disputes. This Covenant shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the District of Columbia, without reference to the conflicts of laws provisions thereof. The Owner and the District irrevocably submit to the jurisdiction of the courts of the District of Columbia for the purposes of any suit, action or other proceeding arising out of this Covenant or any transaction contemplated hereby. The Owner and the District irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Covenant or the transactions contemplated hereby in the courts of the District of Columbia, and hereby further waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

12.2 Counterparts. This Covenant may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

12.3 Time of Performance. All dates for performance (including cure) shall expire at 5:00 p.m. (Eastern Time) on the performance or cure date. A performance date which falls on a Saturday, Sunday or District holiday is automatically extended to the next Business Day.

12.4 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, ALL PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING IN RESPECT OF THIS COVENANT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.5 Further Assurances. Each party agrees to execute and deliver to the other party such additional documents and instruments as the other party reasonably may request in order to fully carry out the purposes and intent of this Covenant; provided that such additional documents and instruments do not materially increase the obligations or burdens upon the second party.

12.6 Severability. If any provision of this Covenant is held to be unenforceable or illegal for any reason, said provision shall be severed from all other provisions. Said other provisions shall remain in effect without reference to the unenforceable or illegal provision.

12.7 Limitation on Liability. Provided that the Owner has exercised reasonable due diligence in the performance of its obligations and duties herein, no Owner shall be liable in the event a Household submits falsified documentation, commits fraud, or breaches any representation or warranty contained in this Covenant. Notwithstanding the foregoing, the Owner shall be liable if the Owner has knowledge that a Household submitted falsified documentation, committed fraud, or breached any representation or warranty contained in this Covenant.

12.8 District Agency Limitation on Liability. Any review or approval by the District or the District Agency shall not be deemed to be an approval, warranty, or other certification by the District or the District Agency as to compliance of such submissions, the Inclusionary Development, any Inclusionary Unit or Property with any building codes, regulations, standards, laws, or any other requirements contained in this Covenant or any other covenant granted in favor of the District that is filed among the Land Records; or otherwise contractually required. The District shall incur no liability in connection with the District Agency's review of any submissions required under this Covenant as its review is solely for the purpose of protecting the District's interest under this Covenant.

12.9 No Third Party Beneficiary. Except as expressly set forth in this Covenant, there are no intended third party beneficiaries of this Covenant, and no Person other than District shall have standing to bring an action for breach of or to enforce the provisions of this Covenant.

12.10 Interpretation. Except as otherwise provided herein, this Covenant shall be subject to the terms of the IZ Laws, as such requirements may have been waived by the Waiver, if any. If there is conflict between any term of this Covenant and the IZ Laws, the IZ Laws shall control except for the provisions relating to the calculation of the Maximum Resale Price contained in **Schedule 1**.

12.11 Representations of Inclusionary Development Owner. The Inclusionary Development Owner hereby represents and warrants to District as follows:

(a) The Inclusionary Development Owner is the fee owner of the Site;

(b) This Covenant has been duly executed and delivered by the Inclusionary Development Owner, and constitutes the legal, valid and binding obligation of the Inclusionary Development Owner, enforceable against the Inclusionary Development Owner, and its successors and assigns, in accordance with its terms;

(c) Neither the entering into of this Covenant nor performance hereunder will constitute or result in a violation or breach by Inclusionary Development Owner of any agreement or order which is binding on the Inclusionary Development Owner; and

(d) To the extent the Inclusionary Development Owner is an entity, the Inclusionary Development Owner (i) is duly organized, validly existing and in good standing under the laws of its state of jurisdiction and is qualified to do business and is in good standing under the laws of the District of Columbia, (ii) is authorized to perform under this Covenant and (iii) has all necessary power to execute and deliver this Covenant.

[Signatures on Following Pages]

IN TESTIMONY WHEREOF, the Inclusionary Development Owner has caused these presents to be signed, acknowledged and delivered in its name by Campbell Smith, its duly authorized signatory, witnessed by Rich McPhillips, its Vice President.

WITNESS

By: [Signature]
Name: Rich McPhillips
Title: Vice President

INCLUSIONARY DEVELOPMENT OWNER

By: Armature Works (Residential) Owner, LLC, a Delaware limited liability company

By: Armature Works (Residential) REIT, LLC, its sole member

By: [Signature]
Name: Campbell Smith
Title: Authorized Signatory with respect to lots 800 – 804, 7000, 7007-7009

District of _____

ss.

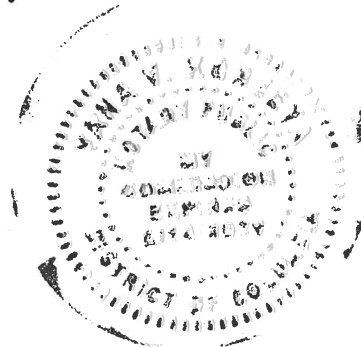
Columbia

I, Yana Kobzeva, a Notary Public in and for the District of Columbia, DO HEREBY CERTIFY THAT Campbell Smith who is personally known to be (or proved by oaths of credible witnesses to be) the person named as Authorized Signatory for the Inclusionary Development Owner in the foregoing and annexed Inclusionary Development Covenant, bearing the date of the February 17th, 2020 personally appeared before me in said District, and as Authorized Signatory, acting on behalf of Inclusionary Development Owner, as aforesaid, acknowledged the same to be his/her free act and deed.

Given under my hand and seal this 18th day of February 2020

[Signature]
YANA V. KOBZEVA Notary Public
Notary Public, District of Columbia
My Commission Expires JUNE 14, 2028

My Commission Expires: _____



IN TESTIMONY WHEREOF, the Inclusionary Development Owner has caused these presents to be signed, acknowledged and delivered in its name by Campbell Smith, its duly authorized signatory, witnessed by Rich McPhillips, its Vice President.

WITNESS

By: [Signature]
Name: Rich McPhillips
Title: Vice President

INCLUSIONARY DEVELOPMENT OWNER

By: Armature Works (Hotel) Owner, LLC, a Delaware limited liability company

By: Armature Works (Hotel) REIT, LLC, its sole member

By: [Signature]
Name: Campbell Smith
Title: Authorized Signatory with respect to lots 807, 7003

District of

ss.

Columbia

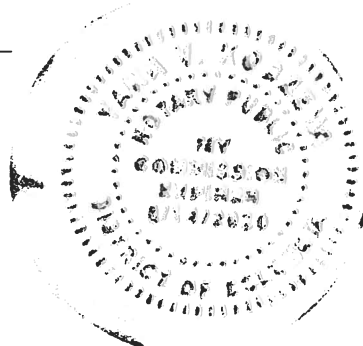
I, Yana Kobzeva, a Notary Public in and for the District of Columbia, DO HEREBY CERTIFY THAT Campbell Smith who is personally known to be (or proved by oaths of credible witnesses to be) the person named as Authorized Signatory for the Inclusionary Development Owner in the foregoing and annexed Inclusionary Development Covenant, bearing the date of the February 17th, 2020 personally appeared before me in said District, and as Authorized Signatory, acting on behalf of Inclusionary Development Owner, as aforesaid, acknowledged the same to be his/her free act and deed.

Given under my hand and seal this 18th day of February 2020.

YANA V. KOBZEVA
Notary Public, District of Columbia
My Commission Expires JUNE 14, 2020

[Signature]
Notary Public

My Commission Expires: _____



Joinder

By its signature below, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national association, as administrative agent for itself and other lenders, if any, of the loan(s) evidenced by the promissory note(s) executed by Armature Works (Residential) Owner, LLC, the "**Inclusionary Development Owner**" as defined in the Inclusionary Development Covenant (the "**Covenant**"), to which this Joinder is attached, the repayment of which is secured by that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated February 12, 2020 (the "**Deed of Trust**"), recorded in the land records of the District of Columbia (the "**Land Records**") on February 13, 2020, as Instrument No. 2020020380, encumbering the land, including the improvements thereon and the appurtenances thereto, described in the Covenant as the "Site", does hereby consent to the terms and conditions of the foregoing Covenant, and covenants and agrees that the lien, effect and operation of said Deed of Trust, only as to the Site, be subject and subordinate to the effect and operation of said Covenant, said Deed of Trust otherwise to remain unmodified and in full force and effect.

Agent on behalf of Lender:

Wells Fargo Bank, National Association, a national association

By: *David Lynch*

Name: David Lynch
Senior Vice President

Title: _____

State of TEXAS
County of DALLAS

On this 18 of February, 2020, before me, the undersigned notary public, personally appeared DAVID LYNCH, proved to me through satisfactory evidence of identification, which was PERSONALLY KNOWN, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as an authorized signatory for the national association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Paula Rhea Wright
Notary Public

My Commission Expires: 7/29/22

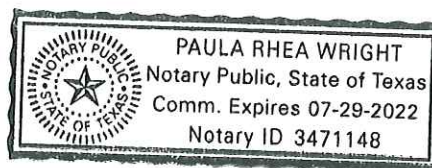


EXHIBIT A

Legal Description of Site

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being more particularly described as follows:

LOT 8 IN SQUARE 747 AS RECORDED IN THE RECORDS OF THE OFFICE OF THE SURVEYOR FOR THE DISTRICT OF COLUMBIA IN BOOK 180 AT PAGE 161.

EXHIBIT B
Certificate of Inclusionary Zoning Compliance

[See attached]

Schedule 1

Provisions Governing Calculation of Maximum Resale Price

1. The Maximum Resale Price (“MRP”) for a subsequent sale of a For Sale Inclusionary Unit shall be determined through use of the formula $MRP = P \times (F) + V$ (“Formula”), where:

- (a) P = the price the Owner paid for the Inclusionary Unit;
- (b) V = the sum of the value of the Eligible Capital Improvements and Eligible Replacement and Repair Costs, as determined by the District Agency pursuant to this section; and
- (c) F = the sum of the Ten Year Compound Annual Growth Rates of the Area Median Income (“AMI”) from the year of the Owner’s purchase of the For Sale Inclusionary Unit to the year of the sale of the For Sale Inclusionary Unit by the Inclusionary Unit Owner. This sum may be expressed:
 - (1) As the result of the formula $F = (1 + [((AMI \text{ Year } m / AMI \text{ Year } m-10) ^ (1/10) - 1) + \dots ((AMI \text{ Year } k / AMI \text{ year } k-10) ^ (1/10) - 1) / n]) ^ n$, where m = the year in which the Inclusionary Unit was purchased by the Owner, k = the year in which the Inclusionary Unit is sold by the Owner, and n = the number of years the Inclusionary Unit is owned by the Owner; or
 - (2) As published by the District Agency.

2. For the purposes of determining the value of “V” in the Formula, the following improvements made to a For Sale Inclusionary Unit after the date of purchase may be included at the percentage of cost indicated, to the extent they are permanent in nature and add to the market value of the property:

- (a) Eligible Capital Improvements, which will be valued at 100% of reasonable cost, as determined by the District Agency; and
- (b) Eligible Replacement and Repair Costs, which shall be valued at 50% of reasonable cost, as determined by the District Agency.

3. Ineligible costs shall not be included in the determining the value of “V” in the Formula.

4. The value of improvements may be determined by the District Agency based upon documentation provided by the Inclusionary Unit Owner or, if not provided, upon a standard value established by the District Agency.

5. The District Agency may disallow an Eligible Capital Improvement or Eligible Replacement and Repair Cost if the District Agency finds that the improvement diminished or did not increase the fair market value of the For Sale Inclusionary Unit.

6. The District Agency may reduce the value of a capital improvement if there is evidence of abnormal physical deterioration of, or abnormal wear and tear to, the capital improvement.
7. The Owner shall permit a representative of the District Agency to inspect the For Sale Inclusionary Unit upon request to verify the existence and value of any capital improvements that are claimed by the Owner.
8. No allowance shall be made in the Maximum Resale Price for the payment of real estate brokerage fees associated with the sale of the For Sale Inclusionary Unit.
9. The value of personal property transferred to a purchaser in connection with the resale of a For Sale Inclusionary Unit shall not be considered part of the sales price of the For Sale Inclusionary Unit for the purposes of determining whether the sales price of the For Sale Inclusionary Unit exceeds the MRP.
10. Any capitalized terms used in this Schedule that are not defined herein shall have the meanings set forth in the Covenant. As used in this Schedule, the following capitalized terms shall have the meanings indicated below:

Eligible Capital Improvement: major structural system upgrades, special assessments, new additions, and improvements related to increasing the health, safety, or energy efficiency of an Inclusionary Unit. Such improvements generally include: (i) major electrical wiring system upgrades; (ii) major plumbing system upgrades; (iii) room additions; (iv) installation of additional closets and walls; (v) alarm systems; (vi) smoke detectors; (vii) removal of toxic substances, such as asbestos, lead, mold, or mildew; (viii) insulation or upgrades to double-paned windows or glass fireplace screens; and (ix) upgrade to Energy Star built-in appliances, such as furnaces, water heaters, stoves, ranges, dishwashers, and microwave hoods. Improvements that meet these criteria will be given 100% credit by the District Agency.

Eligible Replacement and Repair Cost: in-kind replacement of existing amenities and repairs and general maintenance that keep an Inclusionary Unit in good working condition. Such improvements generally include: (i) electrical maintenance and repair, such as switches and outlets; (ii) plumbing maintenance and repair, such as faucets, supply lines, and sinks; (iii) replacement or repair of flooring, countertops, cabinets, bathroom tile, or bathroom vanities; (viii) non-Energy Star replacement of built-in appliances, including furnaces, water heaters, stoves, ranges, dishwashers, and microwave hoods; (ix) replacement of window sashes; (x) fireplace maintenance or in-kind replacement; (xi) heating system maintenance and repairs; and (xii) lighting system. Costs that meet these criteria will be given 50% credit for repairs as determined by the District Agency.

Ineligible Costs: means costs of cosmetic enhancements, installations with limited useful life spans and non-permanent fixtures not eligible for capital improvement credit as determined by the District Agency. These improvements generally include: (i) cosmetic enhancements such as fireplace tile and mantel, decorative wall coverings or hangings, window treatments (blinds, shutters, curtains, etc.), installed mirrors, shelving, refinishing of existing surfaces; (ii) non-permanent fixtures, such as track lighting, door knobs, handles and locks, portable appliances

(refrigerator, microwave, stove/ oven, etc.); and (iii) installations with limited useful life spans, such as carpet, painting of existing surfaces, window glass and light bulbs.

EXHIBIT C
Waiver

[See attached, if any]



DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CERTIFICATE OF INCLUSIONARY ZONING COMPLIANCE (CIZC) APPLICATION



Consult the Instructions Guide to complete this application

SECTION A - BUILDING PERMIT AND PROJECT INFORMATION (All information must match building permit application, where applicable)

1. Name of Inclusionary Development Armature Works - R2 Residential Apartment Building				2. Address(es) of Inclusionary Development 1220 3rd Street NE (R2)					
3. Square/Suffix 0747	4. Lot(s) 0008	5. Ward 6	6. Zoning District C-3-C	7. Zoning Commission or BZA Order (if applicable) ORDER NO. 16-09	8. Building Permit Application Date: R2 - 10/4/2019 Number: R2 - B1900312				
9. Owner of Building or Property Armature Works (Residential) Owner, LLC			10. Owner Address (include ZIP code) 1055 Thomas Jefferson St NW, Suite 600, Washington DC 20007		11. Owner Phone # & Email 202-337-1025, jrivicardi@trammellcrow.com				
12. Agent for Owner			13. Agent Address (include ZIP code)		14. Agent Phone # & Email				
15. Is the development exempt from IZ per C-1001.6(a)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		16. Is the development an RF conversion? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		17. Is the development an IZ "opt in" per C-1001.2(e)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		18. Does the project involve construction of penthouse habitable space? <input checked="" type="checkbox"/> Yes. Fill out Penthouse Affordable Housing Addendum <input type="checkbox"/> No		19. Construction Type (for Majority of Residential Units) <input checked="" type="checkbox"/> Type I TYPE 1A REDUCE TO MIN FIRE RATING OF TYPE 1B PER IBC 403.2.1.1 <input type="checkbox"/> Other	
20. Total Land Area of the Lot(s) of the Inclusionary Development 106,139 sq. ft.		21. Total Gross Floor Area (all uses): 166,595 sq. ft.		22. Total Residential Gross Floor Area: 166,595 sq. ft.		23. If the IZ requirement applies only to an addition per C-1001.4, the Total Residential Gross Floor Area of addition (or enter N/A): N/A sq. ft.			
24. Total Residential Gross Floor Area Including Residential Add-ons: Residential Gross Floor Area (Same as Box 22 or 23): 166,595 sq. ft. + Gross cellar area (when res. units are in cellar): 0 sq. ft. + Gross enclosed public space projections: 1,407 sq. ft. Total Residential Gross Floor Area for IZ Analysis (sum): 168,003 sq. ft.				25. Total Net Residential Floor Area Including Residential Add-ons: Net Residential Floor Area (Based on Box 22 or 23): 133,562 sq. ft. + Net cellar area (when res. units are in cellar): 0 sq. ft. + Net enclosed public space projections: 1,030 sq. ft. Total Net Residential Area for IZ Analysis (sum): 134,592 sq. ft.				26. Ratio of Box 25 + Box 24 (totals): 0.80	
28. Preliminary IZ requirement within the Development (the greater IZ requirement yielded from Box 27 factor in gross and net terms) (a) Residential Gross Floor Area: 13,440 sq. ft. (b) Net Residential Floor Area: 10,767 sq. ft.				29. If the Development is exclusively ownership units and will devote all IZ units to 60% of MFI, then a 20% reduction to Box 28(b) per C-1003.10 (or enter N/A): N/A sq. ft.		30. Penthouse IZ Requirement within building (See Penthouse Affordable Housing Addendum) or enter N/A: Total Net IZ Requirement of Residential + Non-Residential (Sections B & C of PH Affordable Housing Addendum) 388 sq. ft.		31. Is the Penthouse IZ Requirement fulfilled by payment to housing trust fund? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
32. Total Net Residential IZ Required Within the Development: (Box 28(b) or Box 29) + (Box 30 if provided within the Development) 11,156 sq. ft.									

SECTION B - IZ UNIT CLASSIFICATION

Unit or Dwelling Type	All Units (#)	Market Rate Units (# and % of total Market Rate Units)	IZ Units (# and % of total IZ units)	IZ Income Set-Aside (#)		
				50% of MFI	60% of MFI	80% of MFI
Multiple Dwellings	Studio units	0 # 0 % 0	# 0 % 0	0		0
	1-bedroom units	112 # 103 % 65.19	# 9 % 64.29	4		5
	2 or more bedroom units	60 # 55 % 34.81	# 5 % 35.71	3		2
	Total	172 # 158 % 100.00	# 14 % 100.00	7		7
Single household dwellings and flats	Single household dwellings	N/A # N/A % N/A	# N/A % N/A			
	Flats	N/A # N/A % N/A	# N/A % N/A			

SECTION C - IZ ITEMIZATION (If more than 10 units, continue unit information on a supplemental page)

No.	Inclusionary Unit Number, Dwelling Address, or Lot	Floor Number	Net Square Feet	Number of Bedrooms	Income Set-Aside 50%, 60%, or 80% of MFI, or other	Tenure (Sale/Rental)	Estimated Date of Availability	Square feet added to Unit from Penthouse IZ Requirement
1.	203 R2 Apt	2	1,020	2	50%	Rental	June 13, 2022	-
2.	205 R2 Apt	2	1,057	1	50%	Rental	June 13, 2022	-

No.	Inclusionary Unit Number, Dwelling Address, or Lot	Floor Number	Net Square Feet	Number of Bedrooms	Income Set-Aside 50%, 60%, or 80% of MFI, or other	Tenure (Sale/Rental)	Estimated Date of Availability	Square feet added to Unit from Penthouse IZ Requirement
3.	210 R2 Apt	2	881	1	50%	Rental	June 13, 2022	-
4.	306 R2 Apt	3	603	1	50%	Rental	June 13, 2022	-
5.	316 R2 Apt	3	1,033	2	50%	Rental	June 13, 2022	-
6.	403 R2 Apt	4	964	2	50%	Rental	June 13, 2022	-
7.	414 R2 Apt	4	606	1	80%	Rental	June 13, 2022	-
8.	501 R2 Apt	5	1,197	2	80%	Rental	June 13, 2022	-
9.	510 R2 Apt	5	569	1	50%	Rental	June 13, 2022	388 sq. ft (R2 Apt)
10.	607 R2 Apt	6	687	1	80%	Rental	June 13, 2022	

Total Net Residential IZ Proposed: SEE SUPPLEMENT SHEET sq. ft. **Total Added for Penthouse Requirement:** SEE SUPPLEMENT SHEET sq. ft.

SECTION D - OTHER IZ REQUIREMENTS

1. Do the bedrooms meet the definition (per B-100 2)? Yes No

2. Tenure of all market rate units: Sale Rental

3. Will the construction be phased? Yes (attach a phasing plan) No

4. Are any units reserved for tenant right of return? Yes. If yes, list unit #s: _____ No

5. Are any units "off-site units for another IZ development"? Yes. If yes, provide BZA Order and list unit #s: _____ No

6. Review Section G and check the box to acknowledge that necessary information and materials for the *Information and Analysis* checklists have been provided.

SECTION E - PROJECT ARCHITECT'S OR PROJECT ENGINEER'S INCLUSIONARY UNIT CERTIFICATION

1. Name: Shalom Baranes Associates PC

2. D.C. Lic. No. DC2858

3. Address: (include ZIP code) 1010 Wisconsin Ave NW, Ste 900, DC 20007

4. Phone # and Email: 202-461-2529, jfischel@sbaranes.com

I certify to the best of my knowledge that the size of each Inclusionary Unit is at least ninety-eight percent (98%) of the average size of the same type of Market Rate unit in the Inclusionary Development, or at least ninety-eight percent (98%) of the size indicated on the table found in 14 DCMR Chapter 22 Inclusionary Zoning Implementation §2202.4(f)

Signature of Project Architect/Engineer: [Signature] Shalom Baranes Date: 2/5/20

SECTION F - APPLICANT'S SIGNATURES

Owner: I hereby certify that I am the owner of the property, that the application and plans are complete and correct to the best of my knowledge, that if a permit (or permits) is issued, construction will conform to the D.C. construction codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia.

Signature: [Signature] Address: 1055 Thomas Jefferson St NW, Suite 600, Washington DC 20007 Date: 1/30/20

Agent: I hereby certify that I have the authority of the owner to make this application. I declare that the application and plans are complete and correct to the best of my knowledge, that if a permit (or permits) is issued, construction will conform to the D.C. construction codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia.

Signature: Janice Marut Address: 1055 Thomas Jefferson St NW, Suite 600, Washington DC 20007 Date: 2-18-20

SECTION G - ZONING ADMINISTRATOR CHECKLIST (OFFICIAL USE ONLY)

	Yes	No	N/A	Comments
Information: Is the application complete?				
1. Does CIZC information match the building permit application?	1. <input type="checkbox"/>	1. <input type="checkbox"/>	1. <input type="checkbox"/>	
2. Floor plans and elevations (with IZ units identified in the floor plans)	2. <input type="checkbox"/>	2. <input type="checkbox"/>	2. <input type="checkbox"/>	
3. DC surveyor's plat	3. <input type="checkbox"/>	3. <input type="checkbox"/>	3. <input type="checkbox"/>	
4. DHCD draft Inclusionary Development Covenant approval	4. <input type="checkbox"/>	4. <input type="checkbox"/>	4. <input type="checkbox"/>	
5. Schedule of interior finishes, fixtures, equipment, and appliances comparing market rate and IZ units	5. <input type="checkbox"/>	5. <input type="checkbox"/>	5. <input type="checkbox"/>	
6. Copy of phased development plan	6. <input type="checkbox"/>	6. <input type="checkbox"/>	6. <input type="checkbox"/>	
7. Copy of Board of Zoning Adjustment or Zoning Commission Order	7. <input type="checkbox"/>	7. <input type="checkbox"/>	7. <input type="checkbox"/>	
8. DHCD letter of exemption from IZ	8. <input type="checkbox"/>	8. <input type="checkbox"/>	8. <input type="checkbox"/>	
9. \$250 application fee (made out to DC Treasurer)	9. <input type="checkbox"/>	9. <input type="checkbox"/>	9. <input type="checkbox"/>	
10. Penthouse IZ Addendum	10. <input type="checkbox"/>	10. <input type="checkbox"/>	10. <input type="checkbox"/>	
11. Are all signatures present?	11. <input type="checkbox"/>	11. <input type="checkbox"/>	11. <input type="checkbox"/>	
Analysis: Does the application demonstrate compliance?				
1. Is the net square footage of the Inclusionary Units sufficient?	1. <input type="checkbox"/>	1. <input type="checkbox"/>	1. <input type="checkbox"/>	
2. Are the exterior design, materials and finishes of the Inclusionary Units comparable to the market rate units?	2. <input type="checkbox"/>	2. <input type="checkbox"/>	2. <input type="checkbox"/>	
3. Are interior finishes and appliances of the Inclusionary Units comparable to market rate units?	3. <input type="checkbox"/>	3. <input type="checkbox"/>	3. <input type="checkbox"/>	
4. Are the Inclusionary Units of the appropriate minimum size?	4. <input type="checkbox"/>	4. <input type="checkbox"/>	4. <input type="checkbox"/>	
5. Is the proportion of Inclusionary studio units less than the proportion of market rate studio units?	5. <input type="checkbox"/>	5. <input type="checkbox"/>	5. <input type="checkbox"/>	
6. Is the proportion of Inclusionary 1-bedroom units less than the proportion of market rate 1-bedroom units?	6. <input type="checkbox"/>	6. <input type="checkbox"/>	6. <input type="checkbox"/>	
7. Are Inclusionary Units overly concentrated on any floor?	7. <input type="checkbox"/>	7. <input type="checkbox"/>	7. <input type="checkbox"/>	
8. Are Inclusionary Units allocated appropriately to 50%, 60%, and 80% of MFI?	8. <input type="checkbox"/>	8. <input type="checkbox"/>	8. <input type="checkbox"/>	
9. Will the Inclusionary Units be constructed at a proportional rate to the market rate units?	9. <input type="checkbox"/>	9. <input type="checkbox"/>	9. <input type="checkbox"/>	
10. Are any Inclusionary Units located off-site?	10. <input type="checkbox"/>	10. <input type="checkbox"/>	10. <input type="checkbox"/>	

ZONING ADMINISTRATOR - This certifies that the Certificate of Inclusionary Zoning Compliance is hereby: Approved Denied due to the items checked above

Signed: _____ Date: _____

NOTE TO CLERK: THIS CORRECTIVE AND CONFIRMATORY DEED UPDATES THE ASSESSMENT AND TAXATION LOT NUMBER REFERENCES, AS REQUESTED AND REQUIRED BY THE D.C. OFFICE OF TAX AND REVENUE, CONTAINED WITHIN THAT CERTAIN SPECIAL WARRANTY DEED, DATED AS OF SEPTEMBER 6, 2019, AND RECORDED AMONG THE LAND RECORDS OF THE DISTRICT OF COLUMBIA ON SEPTEMBER 10, 2019, AS DOCUMENT NUMBER 2019096636. THIS DEED IS EXEMPT FROM TRANSFER AND RECORDATION TAXES PURUSANT TO §§ 47-902(8) AND 42-1102(6) OF THE CODE OF THE DISTRICT OF COLUMBIA.

PREPARED BY:

Tenenbaum & Saas, P.C.
4504 Walsh Street, Suite 200
Chevy Chase, Maryland 20815

AFTER RECORDING, PLEASE RETURN TO:

Fidelity National Title Insurance Company
1620 L Street, N.W., 4th Floor
Washington, DC 20036
Attn: Mark Badanowski

CORRECTIVE AND CONFIRMATORY DEED

THIS CORRECTIVE AND CONFIRMATORY DEED is made effective as of September 6, 2019, by and between (i) **1200 3RD STREET, LLC**, a Delaware limited liability company, not personally, but solely as trustee of that certain trust generally known as the “Central Armature Revocable Trust” created under that certain Declaration of Trust dated September 1, 2015, by and between Central Armature Works, Inc., a District of Columbia corporation, as “Settlor”, and 1200 3rd Street, LLC, a Delaware limited liability company, as “Trustee”, **GRANTOR** for indexing purposes (the “**Grantor**”), having an address of % Trammell Crow Company, 1055 Thomas Jefferson Street, NW, Suite 600, Washington, DC 20007, and (ii) **ARMATURE WORKS (RESIDENTIAL) OWNER, LLC**, a Delaware limited liability company, **GRANTEE** for indexing purposes (the “**Grantee**”), having an address of % Trammell Crow Company, 1055 Thomas Jefferson Street, NW, Suite 600, Washington, DC 20007.

WITNESSETH:

THAT, for and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, with special warranty of title, unto the Grantee, all that certain parcel of land situate in the District of Columbia, more particularly described on **Exhibit A** attached hereto (the “**Real Property**”).

TO HAVE AND TO HOLD the Real Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Grantee, its successors and assigns, forever.

Record & Return to:



Fidelity National Title
Insurance Company

NATIONAL COMMERCIAL SERVICES | D.C.

1620 L Street, NW, 4th Floor
Washington, DC 20036

File #: MB DC1901142 (DC LR 3/4)


This conveyance is made subject to all covenants, restrictions, conditions, easements, reservations, agreements, instruments, rights-of-way and other matters of record, to the extent the same are valid and subsisting and applicable to the Real Property or any part thereof.

[END OF TEXT – SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed under seal as of the date first above written.

1200 3RD STREET, LLC, a Delaware limited liability company, not personally, but as Trustee under the provisions of that certain Declaration of Trust of the Central Armature Revocable Trust

By: TC MidAtlantic Development V, Inc.,
a Delaware corporation,
its Sole Member

By: 
Name: Campbell Smith
Title: President

DISTRICT OF COLUMBIA) ss:

I, the undersigned, being a Notary Public in and for the aforesaid jurisdiction, do hereby certify that Campbell Smith personally appeared before me* in said jurisdiction and acknowledged that he is the President of TC MidAtlantic Development V, Inc., a Delaware corporation, the sole member of 1200 3rd Street, LLC, a Delaware limited liability company and trustee of the Central Armature Revocable Trust; party to the foregoing instrument and that the same is his act and deed and the act and deed of said company.

*this 10th day of February, 2020

In witness whereof, I hereunto set my hand and official seal.

YANA V. KOBZEVA
Notary Public, District of Columbia
My Commission Expires JUNE 14, 2020


Notary Public

My commission expires: _____

[SEAL]

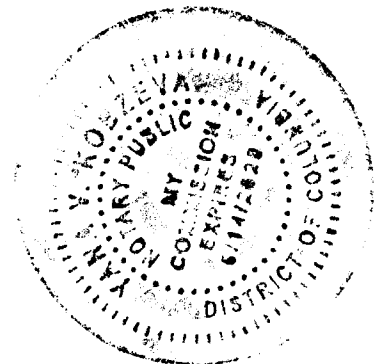


Exhibit A

All those lots or parcels of land together with all improvements thereon located and being in the City of Washington in the District of Columbia and being more particularly described as follows:

Legal Descriptions of Residential Component

Parcel One:

Lot 7000, Garage Level B1 & B2

Being part of Lot Eight (8) in Square Seven Hundred Forty-Seven (747) as shown in Subdivision Book 180 at Page 161 among the Records of the Office of the Surveyor for the District of Columbia and being more particularly described as follows:

Beginning at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence the following courses and distances all with upper elevation limit between 44.63 feet and 51.50 feet (Middle planned Lower First Floor slab) (DCDPW - District of Columbia Department of Public Works datum) without lower limit:

Thence with said North line of M Street, N.E. West 248.10 feet to a point; thence departing said North line of M Street, N.E. N 15°44'00" E 771.32 feet to a point, said point being on the South line of Florida Avenue, N.E.; thence with said South line of Florida Avenue, N.E. S 61°24'00" E 44.36 feet to a point, said point being the intersection of the South line of Florida Avenue, N.E. and the West line of 3rd Street, N.E.; thence departing said South line of Florida Avenue, N.E. and with said West line of 3rd Street, N.E. South 721.17 feet to the Point of Beginning and containing 106,142 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Seven Thousand (7000) in Square numbered Seven Hundred Forty-Seven (747).

Parcel Two:

Tract One:

Lot 800, First Floor Lower

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said North line of M Street, N.E. West 205.68 to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 44.63 feet and 51.50 feet (Middle planned First Floor Lower slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence West 42.42 feet to a point; thence departing said North line of M Street, N.E. N 15°44'00" E 771.32 feet to a point, said point being on the South line of Florida Avenue,

N.E.; thence with said South line of Florida Avenue, N.E. S 61°24'00" E 44.36 feet to a point, said point being the intersection of the South line of Florida Avenue, N.E. and the West line of 3rd Street, N.E.; thence departing said South line of Florida Avenue, N.E. and with said West line of 3rd Street, N.E. South 225.66 feet to a point; thence departing said West line of 3rd Street, N.E. and with the centerline of a planned wall West 92.40 feet to a point; thence S 15°44'00" W 60.95 feet to a point; thence S 74°16'00" E 7.48 feet to a point; thence S 15°44'00" W 12.97 feet to a point; thence departing said centerline of a planned wall East 32.58 feet to a point; thence North 39.76 feet to a point; thence East 30.07 feet to a point; thence South 27.48 feet to a point; thence West 11.08 feet to a point; thence South 16.36 feet to a point; thence West 50.62 feet to a point; thence S 15°44'00" W 109.21 feet to a point; thence S 74°16'00" E 31.85 feet to a point; thence N 15°44'00" E 20.35 feet to a point; thence S 74°16'00" E 22.47 feet to a point; thence S 15°44'00" W 0.36 feet to a point; thence S 74°16'00" E 15.47 feet to a point; thence South 85.97 feet to a point; thence West 4.01 feet to a point; thence South 8.28 feet to a point; thence East 5.53 feet to a point; thence South 27.72 feet to a point; thence East 0.57 feet to a point; thence South 30.65 feet to a point; thence East 15.30 feet to a point; thence South 55.78 feet to a point; thence West 5.69 feet to a point; thence South 7.02 feet to a point; thence West 39.86 feet to a point; thence North 5.66 feet to a point; thence West 42.84 feet to a point; thence North 6.14 feet to a point; thence West 42.38 feet to a point; thence S 15°44'00" W 114.10 feet to the Point of Beginning and containing 55,576 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Eight Hundred (800) in Square numbered Seven Hundred Forty-Seven (747).

Tract Two:

Lot 801, First Floor Lower

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said West line of 3rd Street, N.E. North 310.37 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 44.63 feet and 51.50 feet (Middle planned First Floor Lower slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence departing said West line of 3rd Street, N.E. West 16.07 feet to a point; thence North 64.03 feet to a point; thence West 4.61 feet to a point; thence North 20.92 feet to a point; thence East 20.68 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 84.95 feet to the Point of Beginning and containing 1,462 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Eight Hundred One (801) in Square numbered Seven Hundred Forty-Seven (747).

Tract Three:

Lot 802, First Floor Lower

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said West line of 3rd Street, N.E. North 219.19 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 44.63 feet and 51.50 feet (Middle planned First Floor Lower slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence departing said West line of 3rd Street, N.E. West 19.68 feet to a point; thence North 9.64 feet to a point; thence East 19.68 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 9.64 feet to the Point of Beginning and containing 190 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Eight Hundred Two (802) in Square numbered Seven Hundred Forty-Seven (747).

Tract Four:

Lot 803, First Floor Lower

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said West line of 3rd Street, N.E. North 151.35 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 44.63 feet and 51.50 feet (Middle planned First Floor Lower slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence departing said West line of 3rd Street, N.E. West 20.18 feet to a point; thence North 8.97 feet to a point; thence East 10.53 feet to a point; thence North 13.17 feet to a point; thence East 9.65 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 22.14 feet to the Point of Beginning and containing 308 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Eight Hundred Three (803) in Square numbered Seven Hundred Forty-Seven (747).

Tract Five:

Lot 804, First Floor Lower

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said West line of 3rd Street, N.E. North 92.18 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 44.63 feet and 51.50 feet (Middle planned First Floor Lower slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence departing said West line of 3rd Street, N.E. West 8.48 feet to a point; thence North 12.86 feet to a point; thence East 8.48 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 12.86 feet to the Point of Beginning and containing 109 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Eight Hundred Four (804) in Square numbered Seven Hundred Forty-Seven (747).

Parcel Three:

Tract One:

Lot 7007, First Floor Upper, Part One

Being part of Lot Eight (8) in Square Seven Hundred Forty-Seven (747) as shown in Subdivision Book 180 at Page 161 among the Records of the Office of the Surveyor for the District of Columbia and being more particularly described as follows:

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said West line of 3rd Street, N.E. North 92.18 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 69.92 – 70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence departing said West line of 3rd Street, N.E. and running with the centerline of a planned wall West 8.48 feet to a point; thence North 11.98 feet to a point; thence West 60.96 feet to a point; thence South 2.03 feet to a point; thence West 20.04 feet to a point; thence North 1.60 feet to a point; thence West 12.70 feet to a point; thence South 13.64 feet to a point; thence West 5.64 feet to a point; thence North 12.67 feet to a point; thence West 6.38 feet to a point; thence North 49.25 feet to a point; thence East 13.71 feet to a point; thence North 16.82 feet to a point; thence West 13.71 feet to a point; thence North 9.91 feet to a point; thence N 74°16'00" W 13.73 feet to a point; thence N 15°44'00" E 25.68 feet to a point; thence N 74°16'00" W 1.02 feet to a point; thence N 15°44'00" E 20.64 feet to a point; thence N 74°16'00" W 0.50 feet to a point; thence N 15°44'00" E 23.59 feet to a point; thence North 31.11 feet to a point; thence East 13.63 feet to a point; thence North 14.16 feet to a point; thence N 74°16'00" W 5.70 feet to a point; thence N

15°44'00" E 6.64 feet to a point; thence S 74°16'00" E 35.82 feet to a point; thence South 120.71 feet to a point; thence East 6.97 feet to a point; thence South 19.32 feet to a point; thence East 82.35 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 68.15 feet to the Point of Beginning and containing 9,932 square feet by record.

Together With Part Two, Second through Fourth Floors

Beginning at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence the following courses and distances all with lower elevation limit between 69.92 – 70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum) without upper limit:

Thence with said North line of M Street, N.E. West 101.32 feet to a point; thence departing said North line of M Street, N.E. N 05°00'00" W 96.64 feet to a point; thence continuing with the centerline of a planned wall N 85°00'00" E 8.03 feet to a point; thence N 05°02'11" W 48.90 feet to a point; thence S 84°42'50" W 6.33 feet to a point; thence N 05°00'00" W 34.56 feet to a point; thence S 74°16'00" E 6.77 feet to a point; thence N 05°00'00" W 31.38 feet to a point; thence N 74°16'00" E 115.91 feet to a point, said point being on the West line of 3rd Street, N.E.; thence having departed the centerline of a planned wall and with said West line of 3rd Street, N.E. South 240.38 feet to the Point of Beginning and containing 24,141 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Seven Thousand Seven (7007) in Square numbered Seven Hundred Forty-Seven (747).

Tract Two:

Lot 7008, First Floor Upper

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said West line of 3rd Street, N.E. North 92.18 feet to a point; thence departing said West line of 3rd Street, N.E. and running with the centerline of a planned wall West 8.48 feet to a point; thence North 11.98 feet to a point; thence West 60.96 feet to a point; thence South 2.03 feet to a point; thence West 20.04 feet to a point; thence North 1.60 feet to a point; thence West 12.70 feet to a point; thence South 13.64 feet to a point; thence West 5.64 feet to a point; thence North 12.67 feet to a point; thence West 6.38 feet to a point; thence North 49.25 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 69.92 – 70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence North 16.82 feet to a point; thence East 13.71 feet to a point; thence South 16.82 feet to a point; thence West 13.71 feet to the Point of Beginning and containing 231 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Seven Thousand Eight (7008) in Square numbered Seven Hundred Forty-Seven (747).

Tract Three:

Lot 7009, First Floor Upper, Part One

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said North line of M Street, N.E. West 232.00 feet to the Point of Beginning; thence the following courses and distances all with lower elevations limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 69.92 – 70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence West 16.10 feet to a point; thence departing said North line of M Street, N.E. N 15°44'00" E 771.32 feet to a point, said point being on the South line of Florida Avenue, N.E.; thence with said South line of Florida Avenue, N.E. S 61°24'00" E 16.02 feet to a point; thence departing said South line of Florida Avenue, N.E. and running with the centerline of a planned wall S 15°44'00" W 174.39 feet to a point, thence East 72.17 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 70.75 feet to a point; thence departing said West line of 3rd Street, N.E. West 54.65 feet to a point; thence South 15.22 feet to a point; thence East 4.64 feet to a point; thence South 18.82 feet to a point; thence East 7.31 feet to a point; thence South 9.00 feet to a point; thence East 9.74 feet to a point; thence South 6.97 feet to a point; thence East 32.97 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 59.78 feet to a point; thence departing said West line of 3rd Street, N.E. West 24.50 feet to a point; thence South 9.36 feet to a point; thence West 58.12 feet to a point; thence S 15°44'00" W 24.71 feet to a point; thence South 52.83 feet to a point; thence N 74°16'00" W 35.82 feet to a point; thence S 15°44'00" W 6.64 feet to a point; thence N 74°16'00" W 9.00 feet to a point; thence S 15°44'00" W 11.43 feet to a point; thence N 74°16'00" W 35.82 feet to a point; thence S 15°44'00" W 33.08 feet to a point; thence S 74°16'00" E 11.96 feet to a point; thence S 15°44'00" W 94.32 feet to a point; thence N 74°16'00" W 11.96 feet to a point; thence S 15°44'00" W 182.33 feet to the Point of Beginning and containing 33,208 square feet by record.

Together With Part Two, Second & Third Floors

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said North line of M Street, N.E. West 232.00 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 69.92 –

70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit of 89.72 feet (Middle planned Fourth Floor slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence West 16.10 feet to a point; thence departing said North line of M Street, N.E. N 15°44'00" E 771.32 feet to a point, said point being on the South line of Florida Avenue, N.E.; thence with said South line of Florida Avenue, N.E. S 61°24'00" E 16.02 feet to a point; thence departing said South line of Florida Avenue, N.E. S 15°44'00" W 174.39 feet to a point; thence East 72.17 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 326.50 feet to a point; thence departing said West line of 3rd Street, N.E. S 74°16'00" W 115.91 feet to a point; thence continuing with the centerline of a planned wall S 05°00'00" E 10.22 feet to a point; thence West 21.12 feet to a point; thence N 05°00'00" W 16.32 feet to a point; thence West 38.13 feet to a point; thence S 15°44'00" W 223.45 feet to the Point of Beginning and containing 54,062 square feet by record.

Together With Part Three, Fourth Floor

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said North line of M Street, N.E. West 232.00 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit of 89.72 feet (Middle planned Fourth Floor slab) (DCDPW - District of Columbia Department of Public Works datum) without upper limit:

Thence West 16.10 feet to a point; thence departing said North line of M Street, N.E. N 15°44'00" E 771.32 feet to a point, said point being on the South line of Florida Avenue, N.E.; thence with said South line of Florida Avenue, N.E. S 61°24'00" E 44.36 feet to a point, said point being the intersection of the South line of Florida Avenue, N.E. and the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 480.79 feet to a point; thence departing said West line of 3rd Street, N.E. S 74°16'00" W 115.91 feet to a point; thence S 05°00'00" E 10.22 feet to a point; thence West 21.12 feet to a point; thence N 05°00'00" W 16.32 feet to a point; thence West 38.13 feet to a point; thence S 15°44'00" W 223.45 feet to the Point of Beginning and containing 62,038 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Seven Thousand Nine (7009) in Square numbered Seven Hundred Forty-Seven (747).

Legal Descriptions of Retail Component

Parcel Four:

Tract One:

Lot 805, First Floor Lower

Being part of Lot Eight (8) in Square Seven Hundred Forty-Seven (747) as shown in Subdivision Book 180 at Page 161 among the Records of the Office of the Surveyor for the District of Columbia and being more particularly described as follows:

Beginning at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence the following courses and distances all with lower elevation limit between 44.63 feet and 51.50 feet (Middle planned First Floor Lower slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence with said North line of M Street, N.E. West 48.74 feet to a point; thence departing said North line of M Street, N.E. North 73.25 feet to a point; thence West 0.88 feet to a point; thence North 31.79 feet to a point; thence East 41.14 feet to a point; thence South 12.86 feet to a point; thence East 8.48 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 92.18 feet to the Point of Beginning and containing 5,038 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Eight Hundred Five (805) in Square numbered Seven Hundred Forty-Seven (747).

Tract Two:

Lot 7001, First Floor Upper

Beginning at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence the following courses and distances all with lower elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 69.92 – 70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence with said North line of M Street, N.E. West 48.74 feet to a point; thence departing said North line of M Street, N.E. North 73.25 feet to a point; thence West 0.88 feet to a point; thence North 30.91 feet to a point; thence East 41.14 feet to a point; thence South 11.98 feet to a point; thence East 8.48 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 92.18 feet to the Point of Beginning and containing 5,002 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Seven Thousand One (7001) in Square numbered Seven Hundred Forty-Seven (747).

Parcel Five:

Tract One:

Lot 808, First Floor Lower

Being part of Lot Eight (8) in Square Seven Hundred Forty-Seven (747) as shown in Subdivision Book 180 at Page 161 among the Records of the Office of the Surveyor for the District of Columbia and being more particularly described as follows:

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said West line of 3rd Street, N.E. North 105.04 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 44.63 feet and 51.50 feet (Middle planned First Floor Lower slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence departing said West line of 3rd Street, N.E. West 43.93 feet to a point; thence North 55.78 feet to a point; thence West 15.30 feet to a point; thence North 30.65 feet to a point; thence West 0.57 feet to a point; thence North 27.72 feet to a point; thence West 5.53 feet to a point; thence North 8.28 feet to a point; thence East 4.01 feet to a point; thence North 85.97 feet to a point; thence N 74°16'00" W 15.47 feet to a point; thence N 15°44'00" E 0.36 feet to a point; thence N 74°16'00" W 22.47 feet to a point; thence S 15°44'00" W 20.35 feet to a point; thence N 74°16'00" W 31.85 feet to a point; thence N 15°44'00" E 109.21 feet to a point; thence East 50.62 feet to a point; thence North 16.36 feet to a point; thence East 11.08 feet to a point; thence North 27.48 feet to a point; thence West 30.07 feet to a point; thence South 39.76 feet to a point; thence West 32.58 feet to a point; thence N 15°44'00" E 12.97 feet to a point; thence N 74°16'00" W 7.48 feet to a point; thence N 15°44'00" E 60.95 feet to a point; thence East 92.40 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 100.19 feet to a point; thence departing said West line of 3rd Street, N.E. West 20.68 feet to a point; thence South 20.92 feet to a point; thence East 4.61 feet to a point; thence South 64.03 feet to a point; thence East 16.07 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 81.54 feet to a point; thence departing said West line of 3rd Street, N.E. West 19.68 feet to a point; thence South 9.64 feet to a point; thence East 19.68 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 45.70 feet to a point; thence departing said West line of 3rd Street, N.E. West 9.65 feet to a point; thence South 13.17 feet to a point; thence West 10.53 feet to a point; thence South 8.97 feet to a point; thence East 20.18 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 46.31 feet to the Point of Beginning and containing 28,691 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Eight Hundred Eight (808) in Square numbered Seven Hundred Forty-Seven (747).

Tract Two:

Lot 7004, First Floor Upper

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said West line of 3rd Street, N.E. North 160.33 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 69.92 – 70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence departing said West line of 3rd Street, N.E. and running with the centerline of a planned wall West 82.35 feet to a point; thence North 19.32 feet to a point; thence West 6.97 feet to a point; thence North 173.54 feet to a point; thence N 15°44'00" E 24.71 feet to a point; thence East 58.12 feet to a point; thence North 9.36 feet to a point; thence East 24.50 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 226.00 feet to the Point of Beginning and containing 19,365 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Seven Thousand Four (7004) in Square numbered Seven Hundred Forty-Seven (747).

Parcel Six:

Lot 7005, First Floor Upper

Being part of Lot Eight (8) in Square Seven Hundred Forty-Seven (747) as shown in Subdivision Book 180 at Page 161 among the Records of the Office of the Surveyor for the District of Columbia and being more particularly described as follows:

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said West line of 3rd Street, N.E. North 446.11 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 69.92 – 70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence departing said West line of 3rd Street, N.E. and running with the centerline of a planned wall West 32.97 feet to a point; thence North 6.97 feet to a point; thence West 9.74 feet to a point; thence North 9.00 feet to a point; thence West 7.31 feet to a point; thence North 18.82 feet to a point; thence West 4.64 feet to a point; thence North 15.22 feet to a point; thence East 54.65 feet to a point, said point being on the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 50.01 feet to the Point of Beginning and containing 2,387 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Seven Thousand Five (7005) in Square numbered Seven Hundred Forty-Seven (747).

Parcel Seven:

Lot 7006, First Floor Upper through Third Floors

Being part of Lot Eight (8) in Square Seven Hundred Forty-Seven (747) as shown in Subdivision Book 180 at Page 161 among the Records of the Office of the Surveyor for the District of Columbia and being more particularly described as follows:

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said West line of 3rd Street, N.E. North 566.87 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit 89.72 feet (Middle planned Fourth Floor slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence departing said West line of 3rd Street, N.E. and running with the centerline of a planned wall West 72.17 feet to a point; thence N 15°44'00" E 174.39 feet to a point, said point being on the South line of Florida Avenue, N.E.; thence with said South line of Florida Avenue, N.E. S 61°24'00" E 28.34 feet to a point, said point being the intersection of the South line of Florida Avenue, N.E. and the West line of 3rd Street, N.E.; thence with said West line of 3rd Street, N.E. South 154.30 feet to the Point of Beginning and containing 7,976 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Seven Thousand Six (7006) in Square numbered Seven Hundred Forty-Seven (747).

(End of Exhibit "A")

Doc #: 2020020229
Filed & Recorded
02/13/2020 11:05 AM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50

NOTE TO CLERK: THIS CORRECTIVE AND CONFIRMATORY DEED UPDATES THE ASSESSMENT AND TAXATION LOT NUMBER REFERENCES, AS REQUESTED AND REQUIRED BY THE D.C. OFFICE OF TAX AND REVENUE, CONTAINED WITHIN THAT CERTAIN SPECIAL WARRANTY DEED, DATED AS OF SEPTEMBER 6, 2019, AND RECORDED AMONG THE LAND RECORDS OF THE DISTRICT OF COLUMBIA ON SEPTEMBER 10, 2019, AS DOCUMENT NUMBER 2019096637. THIS DEED IS EXEMPT FROM TRANSFER AND RECORDATION TAXES PURUSANT TO §§ 47-902(8) AND 42-1102(6) OF THE CODE OF THE DISTRICT OF COLUMBIA.

PREPARED BY:

Tenenbaum & Saas, P.C.
4504 Walsh Street, Suite 200
Chevy Chase, Maryland 20815

AFTER RECORDING, PLEASE RETURN TO:

Fidelity National Title Insurance Company
1620 L Street, N.W., 4th Floor
Washington, DC 20036
Attn: Mark Badanowski

CORRECTIVE AND CONFIRMATORY DEED

THIS CORRECTIVE AND CONFIRMATORY DEED is made effective as of September 6, 2019, by and between (i) **1200 3RD STREET, LLC**, a Delaware limited liability company, not personally, but solely as trustee of that certain trust generally known as the “Central Armature Revocable Trust” created under that certain Declaration of Trust dated September 1, 2015, by and between Central Armature Works, Inc., a District of Columbia corporation, as “Settlor”, and 1200 3rd Street, LLC, a Delaware limited liability company, as “Trustee”, **GRANTOR** for indexing purposes (the “**Grantor**”), having an address of % Trammell Crow Company, 1055 Thomas Jefferson Street, NW, Suite 600, Washington, DC 20007, and (ii) **ARMATURE WORKS (HOTEL) OWNER, LLC**, a Delaware limited liability company, **GRANTEE** for indexing purposes (the “**Grantee**”), having an address of % Trammell Crow Company, 1055 Thomas Jefferson Street, NW, Suite 600, Washington, DC 20007.

WITNESSETH:

THAT, for and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, with special warranty of title, unto the Grantee, all that certain parcel of land situate in the District of Columbia, more particularly described on **Exhibit A** attached hereto (the “**Real Property**”).

TO HAVE AND TO HOLD the Real Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Grantee, its successors and assigns, forever.

Record & Return to:



1620 L Street, NW, 4th Floor
Washington, DC 20036

File #: MB DC1901142 (DC LR 4/4)

This conveyance is made subject to all covenants, restrictions, conditions, easements, reservations, agreements, instruments, rights-of-way and other matters of record, to the extent the same are valid and subsisting and applicable to the Real Property or any part thereof.

[END OF TEXT – SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed under seal as of the date first above written.

1200 3RD STREET, LLC, a Delaware limited liability company, not personally, but as Trustee under the provisions of that certain Declaration of Trust of the Central Armature Revocable Trust

By: TC MidAtlantic Development V, Inc.,
a Delaware corporation,
its Sole Member


By: 
Name: Campbell Smith
Title: President

DISTRICT OF COLUMBIA) ss:

I, the undersigned, being a Notary Public in and for the aforesaid jurisdiction, do hereby certify that **Campbell Smith** personally appeared before me^{*} in said jurisdiction and acknowledged that he is the President of TC MidAtlantic Development V, Inc., a Delaware corporation, the sole member of 1200 3rd Street, LLC, a Delaware limited liability company and trustee of the Central Armature Revocable Trust; party to the foregoing instrument and that the same is his act and deed and the act and deed of said company. ***this 10th day of February, 2020**

In witness whereof, I hereunto set my hand and official seal.

YANA V. KOBZEVA
Notary Public, District of Columbia
My Commission Expires JUNE 14, 2020



Notary Public

My commission expires: _____

[SEAL]

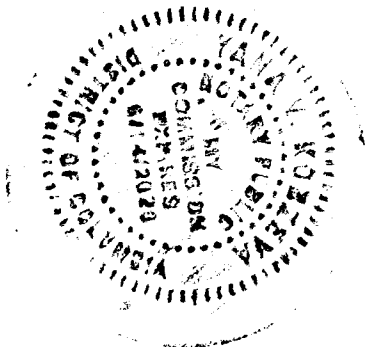


Exhibit A

All those lots or parcels of land together with all improvements thereon located and being in the City of Washington in the District of Columbia and being more particularly described as follows:

Legal Descriptions of Hotel Component

Lot 807, First Floor Lower

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being more particularly described as follows:

Being part of Lot Eight (8) in Square Seven Hundred Forty-Seven (747) as shown in Subdivision Book 180 at Page 161 among the Records of the Office of the Surveyor for the District of Columbia and being more particularly described as follows:

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said North line of M Street, N.E. West 101.59 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 44.63 feet and 51.50 feet (Middle planned First Floor Lower slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence West 104.09 feet to a point; thence departing said North line of M Street, N.E. and running with the centerline of a planned wall N 15°44'00" E 114.10 feet to a point; thence East 42.38 feet to a point; thence South 6.14 feet to a point; thence East 29.14 feet to a point; thence South 41.33 feet to a point; thence East 7.15 feet to a point; thence South 35.11 feet to a point; thence West 5.56 feet to a point; thence South 27.25 feet to the Point of Beginning and containing 9,670 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Eight Hundred Seven (807) in Square numbered Seven Hundred Forty-Seven (747).

Lot 7003, First Floor Upper, Part One

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said North line of M Street, N.E. West 102.18 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 69.92 – 70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence West 129.82 feet to a point; thence departing said North line of M Street, N.E. and running with the centerline of a planned wall N 15°44'00" E 182.33 feet to a point; thence

S 74°16'00" E 11.96 feet to a point; thence N 15°44'00" E 94.32 feet to a point; thence N 74°16'00" W 11.96 feet to a point; thence N 15°44'00" E 33.08 feet to a point; thence S 74°16'00" E 35.82 feet to a point; thence N 15°44'00" E 11.43 feet to a point; thence S 74°16'00" E 14.70 feet to a point; thence South 14.16 feet to a point; thence West 13.63 feet to a point; thence South 31.11 feet to a point; thence S 15°44'00" W 23.59 feet to a point; thence S 74°16'00" E 0.50 feet to a point; thence S 15°44'00" W 20.64 feet to a point; thence S 74°16'00" E 1.02 feet to a point; thence S 15°44'00" W 25.68 feet to a point; thence S 74°16'00" E 13.73 feet to a point; thence South 75.98 feet to a point; thence East 6.38 feet to a point; thence South 12.67 feet to a point; thence East 5.64 feet to a point; thence South 90.10 feet to the Point of Beginning and containing 22,548 square feet by record.

Together With Part Two, Second through Fourth Floors

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said North line of M Street, N.E. West 101.32 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 69.92 – 70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum) without upper limit:

Thence West 130.68 feet to a point; thence departing said North line of M Street, N.E. and with the centerline of a planned wall N 15°44'00" E 223.45 feet to a point; thence East 38.13 feet to a point; thence S 05°00'00" E 16.32 feet to a point; thence East 21.12 feet to a point; thence S 05°00'00" E 21.16 feet to a point; thence N 74°16'00" W 6.77 feet to a point; thence S 05°00'00" E 34.56 feet to a point; thence N 84°42'50" E 6.33 feet to a point; thence S 05°02'11" E 48.90 feet to a point; thence S 85°00'00" W 8.03 feet to a point; thence S 05°00'00" E 96.64 feet to the Point of Beginning and containing 19,963 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Seven Thousand Three (7003) in Square numbered Seven Hundred Forty-Seven (747).

Legal Descriptions of Retail Component

Lot 806, First Floor Lower

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being more particularly described as follows:

Being part of Lot Eight (8) in Square Seven Hundred Forty-Seven (747) as shown in Subdivision Book 180 at Page 161 among the Records of the Office of the Surveyor for the District of Columbia and being more particularly described as follows:

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said North line of M Street, N.E. West 48.74 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 44.63

feet and 51.50 feet (Middle planned First Floor Lower slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence West 52.85 feet to a point; thence departing said North line of M Street, N.E. North 27.25 feet to a point; thence East 5.56 feet to a point; thence North 35.11 feet to a point; thence West 7.15 feet to a point; thence North 41.33 feet to a point; thence East 13.70 feet to a point; thence South 5.66 feet to a point; thence East 39.86 feet to a point; thence South 24.77 feet to a point; thence East 0.88 feet to a point; thence South 73.25 feet to the Point of Beginning and containing 5,098 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Eight Hundred Six (806) in Square numbered Seven Hundred Forty-Seven (747).

Lot 7002, First Floor Upper

Commencing at a point, said point being the Southeast corner of Square 747 and also being the intersection of the West line of 3rd Street, N.E. and the North line of M Street, N.E.; thence with said North line of M Street, N.E. West 48.74 feet to the Point of Beginning; thence the following courses and distances all with lower elevation limit between 53.88 feet and 58.63 feet (Middle planned First Floor Upper slab) (DCDPW - District of Columbia Department of Public Works datum) and upper elevation limit between 69.92 – 70.13 feet to 75.00 – 75.21 feet (Middle planned Second Floor slab) (DCDPW - District of Columbia Department of Public Works datum):

Thence West 53.44 feet to a point; thence departing said North line of M Street, N.E. North 103.73 feet to a point; thence East 12.70 feet to a point; thence South 1.60 feet to a point; thence East 20.04 feet to a point; thence North 2.03 feet to a point; thence East 19.82 feet to a point; thence South 30.91 feet to a point; thence East 0.88 feet to a point; thence South 73.25 feet to the Point of Beginning and containing 5,493 square feet by record.

NOTE: Said property being now known for purposes of assessment and taxation as Lot numbered Seven Thousand Two (7002) in Square numbered Seven Hundred Forty-Seven (747).

(End of Exhibit “A”)

Doc #: 2020020230
Filed & Recorded
02/13/2020 11:05 AM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50



DIRECTIONS

- All developments constructing penthouse habitable space must execute this form at the time of the building permit review for the penthouse. Do not execute this form if no penthouse habitable space is constructed.
- Where penthouse habitable space is constructed in association with: (1) a new Inclusionary Zoning (IZ) development, or (2) an addition to an existing development that itself would trigger new or expanded IZ requirements within the building, then execute **both** the "Penthouse Affordable Housing Addendum" ("Addendum") and a "Certificate of Inclusionary Zoning Compliance (CIZC)" Application. Ensure that data matches between the two forms.
- Where penthouse habitable space is constructed in association with a new building or addition (residential or non-residential) which is: (1) not otherwise subject to IZ requirements, **and** (2) any penthouse generated IZ or affordable housing square footage would **not** be provided within the building, then execute an Addendum **only** and **not** a CIZC application.

SECTION A - PROJECT INFORMATION (All information must match building permit application, where applicable)

1. Name of the Development Armature Works - Hotel Building			2. Address(es) of the Development 222 M Street NE(Hotel)		
3. Square/Suffix 0747	4. Lot(s) 0008	5. Ward 6	6. Zoning District C-3-C	7. Zoning Commission or BZA Order (if applicable) ORDER NO.16-09	8. Building Permit Application Date: Hotel - 10/22/18 Number: Hotel - B1901119
9. Owner of Building or Property 1200 3rd Street, LLC		10. Owner Address (include ZIP code) 1055 Thomas Jefferson Street NW, Suite 600, Washington DC 20007		11. Owner Phone # & Email 202-337-1025, jrcciardi@trammellcrow.com	
12. Agent for Owner		13. Agent Address (include ZIP code)		14. Agent Phone # & Email	

SECTION B - RESIDENTIAL BUILDINGS CONSTRUCTING PENTHOUSE HABITABLE SPACE

<p>1. Would penthouse habitable space be provided in the following circumstances:</p> <p>A. Both a CIZC application and an Addendum must be executed when:</p> <p><input type="checkbox"/> The new penthouse habitable space is being provided as part of a new building or as an addition to an existing building which itself is subject to a new or expanded IZ requirement within the building.</p> <p><input type="checkbox"/> New penthouse generated IZ square footage is being satisfied <i>within</i> a new or existing building or addition not otherwise subject to IZ.</p> <p>B. Only Addendum must be executed when:</p> <p>The new penthouse habitable space is being provided as part of a new building or addition not otherwise subject to IZ and either:</p> <p><input type="checkbox"/> The affordable housing requirement is satisfied through a contribution to a housing trust fund; or</p> <p><input type="checkbox"/> There is no Penthouse Habitable Space subject to IZ set-aside provisions per C-1500.11 (still complete first 2 entries of Box 2).</p>	<p>2. Provide the following Penthouse Habitable Space information (references shown to CIZC Boxes, if applicable).</p> <p>(a) Total Penthouse Habitable Space: _____ sq. ft.</p> <p>(b) Penthouse Habitable Space subject to IZ set-aside provisions per C-1500.11: _____ sq. ft.</p> <p>(c) Primary construction type for majority of residential units in building as a whole (CIZC Box 19) <input type="checkbox"/> Type I <input type="checkbox"/> Other</p> <p>(d) Factor used (CIZC Box 27): <input type="checkbox"/> 8% or <input type="checkbox"/> 10%</p> <p>(e) Penthouse IZ Requirement within building (CIZC Box 30): _____ sq. ft.</p> <p>3. How is the penthouse affordable housing requirement being satisfied?</p> <p><input type="checkbox"/> The penthouse generated IZ square footage is being provided within the building generating the penthouse IZ requirement at units: _____</p> <p><input type="checkbox"/> The affordable housing requirement is being satisfied through a contribution to a housing trust fund (per C-1006.10(a)-(c))</p>
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4. Total contribution to housing trust fund (if applicable):

$C = PHS * ((AV/LA) / FAR) * 50\%$ ZA confirmation of contribution calculation: _____ (official use only)

C = Contribution

PHS = Penthouse Habitable Space subject to IZ set-aside provisions per C-1500.11 [same as Section B, Box 2(b) above]: _____ sq. ft. Total contribution required: \$ _____

AV = Assessed Value of property (land): \$ _____ Amount paid at time of building permit: \$ _____

LA = Square feet of land area of property: _____ sq. ft. Amount remaining to be paid no later than CofO: \$ _____

FAR = Max permitted residential FAR: _____

SECTION C - NON-RESIDENTIAL BUILDINGS CONSTRUCTING HABITABLE PENTHOUSE SPACE

<p>1. Amount of penthouse habitable space provided per C-1500.12:</p> <p>Hotel: 2,772 sq. ft.</p>	<p>2. Is the penthouse generated affordable housing requirement being satisfied as follows?</p> <p><input type="checkbox"/> Exempt because penthouse habitable space provided does not exceed 1,000 square feet; or</p> <p><input checked="" type="checkbox"/> Construction or rehabilitation of the required affordable housing; or</p> <p><input type="checkbox"/> A housing trust fund contribution</p>	<p>3. If satisfied through construction or rehabilitation of required housing, provide the location (including unit numbers) and average square footage size of the dwellings or units (and any additional information needed):</p> <p>Satisfied through construction of housing unit #628 in R1 Apt:</p> <p>Hotel IZ Requirement is 693 gross sq. ft. Unit #628 has a total of 828 net sq. ft. (see CIZC Section C Sup (R1- B1814613)</p>
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4. Total contribution to housing trust fund (if applicable):

$C = PHS * ((AV/LA) / FAR) * 50\%$

ZA confirmation of contribution calculation: _____ (official use only)

C = Contribution

PHS = Penthouse Habitable Space: _____ sq. ft. Total contribution required: \$ _____

AV = Assessed Value of the property (land): \$ _____ Amount paid at time of building permit: \$ _____

LA = Square feet of land area of property: _____ sq. ft. Amount remaining to be paid no later than CofO: \$ _____

FAR = Max permitted non-residential FAR: _____

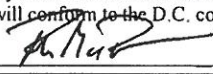
SECTION D - PROJECT ARCHITECT'S OR PROJECT ENGINEER'S CERTIFICATION

1. Name: Shalom Baranes Associates PC	2. D.C. Lic No. DC2858	3. Address: (include ZIP code) 1010 Wisconsin Ave NW, Suite 900, Washington DC 20007	4. Phone # and Email 202-461-2529, jfischel@sbaranes.com
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Signature of Project Architect/Engineer:  Shalom Baranes Date: 8/3/2020

SECTION E - APPLICANT'S SIGNATURES

Owner: I hereby certify that I am the owner of the property, that the application and plans are complete and correct to the best of my knowledge, that if a permit (or permits) is issued, construction will conform to the D.C. construction codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia

Signature:  Address: 1055 Thomas Jefferson St NW, Suite 600, Washington DC 20007 Date: 8/3/2020

Agent: I hereby certify that I have the authority of the owner to make this application. I declare that the application and plans are complete and correct to the best of my knowledge, that if a permit (or permits) is issued, construction will conform to the D.C. construction codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia

Signature: Janice Marut Address: 1055 Thomas Jefferson St NW, Suite 600, Washington DC 20007 Date: 8/3/2020

SECTION F - ZONING ADMINISTRATOR CHECKLIST (OFFICIAL USE ONLY)

	Yes	No	N/A	Comments
Information: Is the application complete?				
1. Penthouse floor plans and elevations	1. <input type="checkbox"/>	1. <input type="checkbox"/>	1. <input type="checkbox"/>	
2. Penthouse financial contribution to a housing trust fund (at least 50% of the amount owed must be paid at the time of permit)	2. <input type="checkbox"/>	2. <input type="checkbox"/>	2. <input type="checkbox"/>	
3. Remaining balance of financial contribution to a housing trust fund must be listed on building permit for payment prior to C of O	3. <input type="checkbox"/>	3. <input type="checkbox"/>	3. <input type="checkbox"/>	
4. Off-site assistance documentation	4. <input type="checkbox"/>	4. <input type="checkbox"/>	4. <input type="checkbox"/>	
5. Are all signatures present?	5. <input type="checkbox"/>	5. <input type="checkbox"/>	5. <input type="checkbox"/>	
Analysis: Does the application demonstrate compliance?				
1. Is the penthouse generated IZ square feet set aside, contribution, or affordable housing production sufficient?	1. <input type="checkbox"/>	1. <input type="checkbox"/>	1. <input type="checkbox"/>	

ZONING ADMINISTRATOR - This certifies that the Addendum is hereby: Approved Denied due to the items checked above

Signed _____ Date: _____



DIRECTIONS

- All developments constructing penthouse habitable space must execute this form at the time of the building permit review for the penthouse. Do not execute this form if no penthouse habitable space is constructed.
- Where penthouse habitable space is constructed in association with: (1) a new Inclusionary Zoning (IZ) development, or (2) an addition to an existing development that itself would trigger new or expanded IZ requirements within the building, then execute both the "Penthouse Affordable Housing Addendum" ("Addendum") and a "Certificate of Inclusionary Zoning Compliance (CIZC)" Application. Ensure that data matches between the two forms.
- Where penthouse habitable space is constructed in association with a new building or addition (residential or non-residential) which is: (1) not otherwise subject to IZ requirements, *and* (2) any penthouse generated IZ or affordable housing square footage would *not* be provided within the building, then execute an Addendum only and not a CIZC application.

SECTION A - PROJECT INFORMATION (All information must match building permit application, where applicable)

1. Name of the Development Armature Works - R1 Residential Apartment Building				2. Address(es) of the Development 1240 3rd Street NE	
3. Square/Suffix 0747	4. Lot(s) 0008	5. Ward 6	6. Zoning District C-3-C	7. Zoning Commission or BZA Order (if applicable) ORDER NO.16-09	8. Building Permit Application Date: R1 - 9/20/2018 Number: R1- B1814613
9. Owner of Building or Property 1200 3rd Street, LLC		10. Owner Address (include ZIP code) 1055 Thomas Jefferson Street NW, Suite 600, Washington DC 20007		11. Owner Phone # & Email 202-337-1025, jricciardi@trammellcrow.com	
12. Agent for Owner		13. Agent Address (include ZIP code)		14. Agent Phone # & Email	

SECTION B - RESIDENTIAL BUILDINGS CONSTRUCTING PENTHOUSE HABITABLE SPACE

<p>1. Would penthouse habitable space be provided in the following circumstances:</p> <p>A. <u>Both a CIZC application and an Addendum must be executed when:</u></p> <p><input checked="" type="checkbox"/> The new penthouse habitable space is being provided as part of a new building or as an addition to an existing building which itself is subject to a new or expanded IZ requirement within the building.</p> <p><input type="checkbox"/> New penthouse generated IZ square footage is being satisfied <i>within</i> a new or existing building or addition <u>not</u> otherwise subject to IZ.</p> <p>B. <u>Only Addendum must be executed when:</u></p> <p>The new penthouse habitable space is being provided as part of a new building or addition <i>not</i> otherwise subject to IZ <u>and</u> either:</p> <p><input type="checkbox"/> The affordable housing requirement is satisfied through a contribution to a housing trust fund; or</p> <p><input type="checkbox"/> There is no Penthouse Habitable Space subject to IZ set-aside provisions per C-1500.11 (still complete first 2 entries of Box 2).</p>	<p>2. Provide the following Penthouse Habitable Space information (references shown to CIZC Boxes, if applicable).</p> <p>(a) Total Penthouse Habitable Space: <u>16217</u> sq. ft.</p> <p>(b) Penthouse Habitable Space subject to IZ set-aside provisions per C-1500.11: <u>6043</u> sq. ft.</p> <p>(c) Primary construction type for majority of residential units in building as a whole (CIZC Box 19): <input checked="" type="checkbox"/> Type I <input type="checkbox"/> Other</p> <p>(d) Factor used (CIZC Box 27): <input checked="" type="checkbox"/> 8% or <input type="checkbox"/> 10%</p> <p>(e) Penthouse IZ Requirement within building (CIZC Box 30): <u>483</u> sq. ft.</p> <p>3. How is the penthouse affordable housing requirement being satisfied?</p> <p><input checked="" type="checkbox"/> The penthouse generated IZ square footage is being provided within the building generating the penthouse IZ requirement at units: <u>916 (R1)</u> - (CIZC section C, IZ Unit Supplemental page).</p> <p><input type="checkbox"/> The affordable housing requirement is being satisfied through a contribution to a housing trust fund (per C-1006.10(a)-(c))</p>
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4. Total contribution to housing trust fund (if applicable):

C = PHS * ((AV/LA) / FAR) * 50% ZA confirmation of contribution calculation: _____ (official use only)

C = Contribution

PHS = Penthouse Habitable Space subject to IZ set-aside provisions per C-1500.11 [same as Section B, Box 2(b) above]: _____ sq. ft. Total contribution required: \$ _____

AV = Assessed Value of property (land): \$ _____ Amount paid at time of building permit: \$ _____

LA = Square feet of land area of property: _____ sq. ft. Amount remaining to be paid no later than CofO: \$ _____

FAR = Max permitted residential FAR: _____

SECTION C - NON-RESIDENTIAL BUILDINGS CONSTRUCTING HABITABLE PENTHOUSE SPACE

<p>1. Amount of penthouse habitable space provided per C-1500.12:</p> <p>_____ sq. ft.</p>	<p>2. Is the penthouse generated affordable housing requirement being satisfied as follows?</p> <p><input type="checkbox"/> Exempt because penthouse habitable space provided does not exceed 1,000 square feet; or</p> <p><input type="checkbox"/> Construction or rehabilitation of the required affordable housing; or</p> <p><input type="checkbox"/> A housing trust fund contribution</p>	<p>3. If satisfied through construction or rehabilitation of required housing, provide the location (including unit numbers) and average square footage size of the dwellings or units (and any additional information needed):</p> <p>_____</p> <p>_____</p>
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4. Total contribution to housing trust fund (if applicable):

$C = PHS * ((AV/LA) / FAR) * 50\%$

ZA confirmation of contribution calculation: _____ (official use only)

C = Contribution

PHS = Penthouse Habitable Space: _____ sq. ft.

Total contribution required: \$ _____

AV = Assessed Value of the property (land): \$ _____

Amount paid at time of building permit: \$ _____


LA = Square feet of land area of property: _____ sq. ft.

Amount remaining to be paid no later than CofO: \$ _____

FAR = Max permitted non-residential FAR: _____


SECTION D - PROJECT ARCHITECT'S OR PROJECT ENGINEER'S CERTIFICATION

1. Name: Shalom Baranes Associates PC	2. DC Lic No DC2858	3. Address: (include ZIP code) 1010 Wisconsin Ave NW, Suite 900, Washington DC 20007	4. Phone # and Email 202-461-2529, jfischel@sbaranes.com
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Signature of Project Architect/Engineer:  Shalom Baranes Date: 2/5/20

SECTION E - APPLICANT'S SIGNATURES

Owner: I hereby certify that I am the owner of the property, that the application and plans are complete and correct to the best of my knowledge, that if a permit (or permits) is issued, construction will conform to the D.C. construction codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia.

Signature:  Address: 1055 Thomas Jefferson St NW, Suite 600, Washington DC 20007 Date: 1/30/20

Agent: I hereby certify that I have the authority of the owner to make this application. I declare that the application and plans are complete and correct to the best of my knowledge, that if a permit (or permits) is issued, construction will conform to the D.C. construction codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia

Signature: Janice Marut Address: 1055 Thomas Jefferson St NW, Suite 600, Washington DC 20007 Date: 2-18-20

SECTION F - ZONING ADMINISTRATOR CHECKLIST (OFFICIAL USE ONLY)

	Yes	No	N/A	Comments
Information: Is the application complete?				
1. Penthouse floor plans and elevations	1. <input type="checkbox"/>	1. <input type="checkbox"/>	1. <input type="checkbox"/>	
2. Penthouse financial contribution to a housing trust fund (at least 50% of the amount owed must be paid at the time of permit)	2. <input type="checkbox"/>	2. <input type="checkbox"/>	2. <input type="checkbox"/>	
3. Remaining balance of financial contribution to a housing trust fund must be listed on building permit for payment prior to C of O.	3. <input type="checkbox"/>	3. <input type="checkbox"/>	3. <input type="checkbox"/>	
4. Off-site assistance documentation	4. <input type="checkbox"/>	4. <input type="checkbox"/>	4. <input type="checkbox"/>	
5. Are all signatures present?	5. <input type="checkbox"/>	5. <input type="checkbox"/>	5. <input type="checkbox"/>	
Analysis: Does the application demonstrate compliance?				
1. Is the penthouse generated IZ square feet set aside, contribution, or affordable housing production sufficient?	1. <input type="checkbox"/>	1. <input type="checkbox"/>	1. <input type="checkbox"/>	

ZONING ADMINISTRATOR - This certifies that the Addendum is hereby: Approved Denied due to the items checked above

Signed: _____ Date: _____



DIRECTIONS

- All developments constructing penthouse habitable space must execute this form at the time of the building permit review for the penthouse. Do not execute this form if no penthouse habitable space is constructed.
- Where penthouse habitable space is constructed in association with: (1) a new Inclusionary Zoning (IZ) development, or (2) an addition to an existing development that itself would trigger new or expanded IZ requirements within the building, then execute both the "Penthouse Affordable Housing Addendum" ("Addendum") and a "Certificate of Inclusionary Zoning Compliance (CIZC)" Application. Ensure that data matches between the two forms.
- Where penthouse habitable space is constructed in association with a new building or addition (residential or non-residential) which is: (1) not otherwise subject to IZ requirements, *and* (2) any penthouse generated IZ or affordable housing square footage would *not* be provided within the building, then execute an Addendum only and not a CIZC application.

SECTION A - PROJECT INFORMATION (All information must match building permit application, where applicable)

1. Name of the Development Armature Works - R2 Residential Apartment Building				2. Address(es) of the Development 1220 3rd Street NE (R2)			
3. Square/Suffix 0747	4. Lot(s) 0008	5. Ward 6	6. Zoning District C-3-C	7. Zoning Commission or BZA Order (if applicable) ORDER NO.16-09	8. Building Permit Application Date: R2 - 10/4/2019 Number: R2 - B1900312		
9. Owner of Building or Property 1200 3rd Street, LLC			10. Owner Address (include ZIP code) 1055 Thomas Jefferson Street NW, Suite 600, Washington DC 20007		11. Owner Phone # & Email 202-337-1025, jrcciardi@trammellcrow.com		
12. Agent for Owner			13. Agent Address (include ZIP code)		14. Agent Phone # & Email		

SECTION B - RESIDENTIAL BUILDINGS CONSTRUCTING PENTHOUSE HABITABLE SPACE

1. Would penthouse habitable space be provided in the following circumstances: A. <u>Both a CIZC application and an Addendum must be executed when:</u> <input checked="" type="checkbox"/> The new penthouse habitable space is being provided as part of a new building or as an addition to an existing building which itself is subject to a new or expanded IZ requirement within the building. <input type="checkbox"/> New penthouse generated IZ square footage is being satisfied <i>within</i> a new or existing building or addition <u>not</u> otherwise subject to IZ. B. <u>Only Addendum must be executed when:</u> The new penthouse habitable space is being provided as part of a new building or addition <i>not</i> otherwise subject to IZ <u>and</u> either: <input type="checkbox"/> The affordable housing requirement is satisfied through a contribution to a housing trust fund; or <input type="checkbox"/> There is no Penthouse Habitable Space subject to IZ set-aside provisions per C-1500.11 (<i>still complete first 2 entries of Box 2</i>).	2. Provide the following Penthouse Habitable Space information (references shown to CIZC Boxes, if applicable). (a) Total Penthouse Habitable Space: <u>6,972</u> sq. ft. (b) Penthouse Habitable Space subject to IZ set-aside provisions per C-1500.11: <u>4,852</u> sq. ft. (c) Primary construction type for majority of residential units in building as a whole (CIZC Box 19): <input checked="" type="checkbox"/> Type I <input type="checkbox"/> Other (d) Factor used (CIZC Box 27): <input checked="" type="checkbox"/> 8% or <input type="checkbox"/> 10% (e) Penthouse IZ Requirement within building (CIZC Box 30): <u>388</u> sq. ft.
	3. How is the penthouse affordable housing requirement being satisfied? <input checked="" type="checkbox"/> The penthouse generated IZ square footage is being provided within the building generating the penthouse IZ requirement at units: <u>510 (R2)</u> - (CIZC section C, IZ Unit Supplemental page). <input type="checkbox"/> The affordable housing requirement is being satisfied through a contribution to a housing trust fund (per C-1006.10(a)-(c))

4. Total contribution to housing trust fund (if applicable):

C = PHS * ((AV/LA) / FAR) * 50% ZA confirmation of contribution calculation: _____ (official use only)

C = Contribution

PHS = Penthouse Habitable Space subject to IZ set-aside provisions per C-1500.11 [same as Section B, Box 2(b) above]: _____ sq. ft. Total contribution required: \$ _____

AV = Assessed Value of property (land): \$ _____ Amount paid at time of building permit: \$ _____

LA = Square feet of land area of property: _____ sq. ft. Amount remaining to be paid no later than CoFO: \$ _____

FAR = Max permitted residential FAR: _____

SECTION C - NON-RESIDENTIAL BUILDINGS CONSTRUCTING HABITABLE PENTHOUSE SPACE

1. Amount of penthouse habitable space provided per C-1500.12: _____ sq. ft.	2. Is the penthouse generated affordable housing requirement being satisfied as follows? <input type="checkbox"/> Exempt because penthouse habitable space provided does not exceed 1,000 square feet; or <input type="checkbox"/> Construction or rehabilitation of the required affordable housing; or <input type="checkbox"/> A housing trust fund contribution	3. If satisfied through construction or rehabilitation of required housing, provide the location (including unit numbers) and average square footage size of the dwellings or units (and any additional information needed): _____ _____
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