

**COMMUNITY BENEFITS AGREEMENT**

**BY AND BETWEEN COLUMBIAN QUARTER HOLDINGS (CQH)**

**AND ADVISORY NEIGHBORHOOD COMMISSIONS 8A and 8C**

This Community Benefits Agreement (“Agreement”) is made as of\_\_\_\_\_.

This agreement is between Columbian Quarter Holdings (“CQH”) and Advisory Neighborhood Commissions 8A and 8C (the “ANC”) (known collectively as the “Parties”) for the purpose of detailing the community benefits related to the development of Columbian Quarter for Lots 97, 1025-1031, 1036, and 1037 in Square 5860 and Lot 91 in Square 5861 (the “Property”).

CQH intends to develop the Property with a mixed-use project including residential, retail, and office uses (the “Project”) within the proposed Northern Howard Road (“NHR”) Zone District.<sup>1</sup> The final plans for a development at the Property will require design review by the NHR Zone District.

**PARTIES INVOLVED AND RESPONSIBILITIES**

Columbian Quarter Holdings (“CQH”).

Advisory Neighborhood Commission 8A and 8C (the “ANC”) (known collectively as the “Parties”).

Anacostia Coordinating Council (the “ACC”) (Fiduciary Agent).

RESPONSIBILITY of CQH—shall deliver an acceptable Community Benefits Agreement (CBA) in coordination with ANC 8A and ANC 8C and fulfill the commitments included in the CBA

RESPONSIBILITY of Advisory Neighborhood Commission 8A and Advisory Neighborhood Commission 8C – shall act as a liason for the community to address all matters concerning the Columbian Quarter Development.

RESPONSIBILITY of the Anacostia Coordinating Council - shall act and perform duties of a Fiduciary Agent.

**ARTICLE I**

**WHEREAS**, CQH shall develop Columbian Quarter, by creating an efficient and economical land utilization site plan which is planned to include five mixed-use buildings, containing approximately 52,120 gross square feet of retail use, 691,590 gross square feet of residential use comprising approximately 700 residential units, 1,614,670 gross square feet of office use, and 999 vehicular parking spaces.

**WHEREAS**, CQH shall develop Columbian Quarter, by creating urban design, architecture, and landscaping which shall include public spaces, sidewalks with street trees and storefronts along Howard Road SE. CQH shall submit a detailed landscape plan showing the public spaces, sidewalks with street trees, with each design review application, and for the design review applications that include frontages along Howard

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<sup>1</sup> The Parties understand that the NHR Zone District has been proposed by the Office of Planning as a Text Amendment to the Zoning Regulations in Zoning Commission Case 18-18 and CQH has proposed to rezone the Property to the NHR Zone District in Zoning Commission Case 18-19.

Road, SE, detailed plans showing the storefronts along Howard Road, SE shall be created.

**WHEREAS**, CQH shall have flexibility to vary the phasing anticipated for the Project and vary interim uses at the Property while the other phases of the Project are being finalized.

**WHEREAS**, the ANC seeks to ensure that the development of Columbian Quarter provides appropriate and adequate project amenities and public benefits for area residents and the community.

**WHEREAS**, the Parties have met and agreed to enter into this Agreement to outline the community benefits relating to Columbian Quarter.

**WHEREAS**, the Parties acknowledge that this Agreement only relates to the Columbian Quarter project.

**WHEREAS**, with the following conditions in mind, the ANC agrees to support CQH, including providing a report and/or testimony in support to the Zoning Commission in Case Number 18-19 and future design review cases, and the ANC agrees to not oppose the development of Columbian Quarter in any other forums.

**WHEREAS**, the Parties intend for this MOU to be enforceable by the ANC or by conditions required by any Zoning Commission design review order granted for Columbian Quarter. The agreement may also be modified in future approvals.

**WHEREAS**, the Parties agree to pursue additional funding in the form of a TIF, DHCD Housing Production Trust Fund grant, or other District subsidy. The Parties agree to allocate a portion of such funds to fund additional affordable housing at Columbian Quarter. All parties agree that each additional \$250,000 will subsidize an additional 500 gross floor area of affordable housing at 60% of the Median Family Income.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

**1. Design Review.**

- a. Community Consultation. As part of the NHR design review process, CQH is required to work with the Zoning Commission, ANC 8A and 8C and the larger Ward 8 community to solicit feedback on building design specifics. Once a timeline for full architectural design of the first building is established, CQH will prepare a date-specific timeline for the Design Review process, which should take approximately 6 months. CQH's application will be referred for review and recommendation to the Office of Planning (OP), ANC 8A and 8C and their reports are given "great weight" in the Zoning Commission decision-making process.

## **2. Community Contribution.**

- a. Contribution. CQH agrees to provide a total contribution of \$2.25 million to be allocated towards additional affordable housing and to Ward 8 community organizations including, but not limited to, the Anacostia Coordinating Council, the Wish List Committee and The Southeast Tennis and Learning Center, and the Congress Heights Community Association. CQH will work with the ANC to identify the specific allocation and specific items or services for the monetary contribution, and potential other local organizations outside of these organizations that would benefit from financial support. CQH will complete the payment associated with any building upon issuance of a final Certificate of Occupancy for that building, and the Parties agree that payments made by CQH throughout the development process may be credited toward the total contribution provided herein.
- b. Purpose. Instead of creating a new Foundation as a qualified nonprofit entity, independent of CQH, CQH will transfer the responsibility to long standing non-profits in the community. The contribution will provide on-going support to longstanding community based social and economic initiatives that support education, cultural and community activities, as well as preserve and promote the neighborhood's values and needs as provided by each organization. All non-profits shall be registered and follow the processes and guidelines of the Department of Consumer Regulatory Affairs in the District of Columbia.

## **3. Employment and Career Training Opportunities.**

### a. Student Internships.

Prior to issuance of building permit for the first building, CQH shall establish a one-time Development Internship program for Ward 8 residents.

- i. CQH shall offer a summer internship opportunity in the real estate field for a Ward 8 (Anacostia or Ballou) high school student. During the internship, the high school intern will work 35 hours at minimum wage. The internship program will focus on aspects of development, including zoning and land use law, design, development, and community benefits and amenities. Through CQH's departments and development partners, the high school student will be mentored and trained by the leading real estate experts in the Washington, DC area.
- ii. Prior to the issuance of the building permit for the first building, CQH shall offer a summer internship opportunity in

the real estate field for a Ward 8 college student who graduated from Anacostia or Ballou High School. The mentoring and internship program will focus on all aspects of real estate development, including acquisitions, zoning and land use law, design, development, pre-construction, construction, marketing and branding, leasing, property management and asset management. Through CQH's departments and development partners, the college student will be mentored and trained by the leading real estate experts in the Washington, DC area. During the summer months of June, July, and August, the college intern will work 35 hours and earn \$15 per hour.

- iii. Prior to the issuance of the building permit for the first building, CQH shall provide documentation to the ANC of its efforts to hire a Ward 8 resident to work on all aspects of construction.

b. Workforce Development. In the spirit of a First Source Employment Agreement, CQH commits to enter into workforce development agreements with our local community partners (ex: TNB & Associates) and providers during the construction of the Project which will include the following goals:

1. Enroll Ward 7 & 8 residents in training programs such as Associated Builders and Contractors (ABC) Construction Orientation Readiness Education Program (CORE) that provides the trainees with basic knowledge and skills required in the construction trades.
2. For those who successfully complete a CORE Program or for those who can demonstrate they already have the basic skills to enter the construction trades, offer the opportunity to advance to a registered apprentice program approved through the Department of Employment Services Office of Apprenticeship and Training and the DC Apprenticeship Council.
3. Target sponsoring as many as 50 positions for CORE training for a typical project that has an average number of workers of 250 people on site.
4. Offer employment opportunities with the contractors working on Columbian Quarter to all candidates that successfully complete the CORE training program.
5. Actively recruit and vet eligible job seekers who reside in Ward 7 & 8.
6. Work with the business that will manage, maintain, and work

in the new facilities to train and hire Ward 7 & 8 residents.

7. Provide community outreach services, community engagement, and access to social services for Ward 7 & 8 residents that will allow them to have the soft skills necessary to fill construction and permanent jobs anticipated to be available on the Columbian Quarters site. CQH will provide a written bi-annual update to the ANC on the workforce development efforts.

- c. Marketing of Employment Opportunities. CQH will notify the ANC and local community organizations when new Columbian Quarter job positions become available for the purpose of marketing new employment opportunities. CQH and its project contractors and consultants will also post all vacancies on a project website available to the general public.

#### **4. Ward 8 Investment Opportunities.**

- a. Investment Opportunities. CQH is pursuing a partnership with Small Change to allow local residents, 18 years of age and older, to invest in Columbian Quarter,

#### **5. Certified/Small Business Enterprise (CBE/SBE) Participation.**

- a. Employment and Career Training Opportunities.

Prior to the issuance of the building permit for the first building, CQH shall provide documentation to the ANC of its efforts to engage in a partnership with DMPED's Ward 8 Works Program to connect Ward 8 residents with preconstruction and construction jobs on the Project in Ward 8. CQH will participate in quarterly meetings/events with the commitment of hiring at least one Ward 8 Works Program participant on a short-term or long-term construction project at Columbian Quarter.

Prior to the issuance of the final certificate of occupancy for the first residential building, through CQH's Real Estate Professional Service Internship Program, CQH will commit to hiring a Ward 8 Resident to participate in a hands-on, one-year internship program with the property manager and developer that will focus on all aspects of residential property management during the leasing and stabilization of the first residential building at the Project.

- b. CBE/SBE Participation. CQH will collaborate with its general contractors to seek to subcontract construction activities with Ward 7 & 8 SBEs. If there are insufficient qualified SBEs, CQH will consider employing CBE's and have a preference to employing Ward 7 & 8 CBEs to satisfy this

provision.

- c. Ward 7 and 8 Business Participation. CQH will involve Ward 7 and 8 businesses in general contracting opportunities during all phases of construction as well as permanent post construction opportunities for the project. CQH will provide a bi-annual update to the ANC and Ward 7 and Ward 8 Councilmembers' offices on Ward 7 and 8 business inclusion.

## **6. Construction Noise and Nuisance Issues.**

- a. Construction Management Plan. The attached Exhibit A contains the Community Construction and Outreach Plan to address construction noise and nuisance issues. CQH will abide by the terms of this Plan and procedures mandated by the Government of the District of Columbia.
- b. Employee Parking. As part of the Community Construction and Outreach Plan, CQH will ensure that employees working on Columbian Quarter park exclusively within the boundaries of Columbian Quarter and/or the Anacostia Metro Public Parking to prevent disruption of available street parking opportunities in the surrounding neighborhood. CQH will present the parking plan to the ANC for review and comment prior to the commencement of any construction activities.
- c. Website. As part of the Community Construction and Outreach Plan, CQH agrees to maintain a website (<http://columbianquarter.com/>) for the Columbian Quarter project. This website is currently active, and CQH will use it to provide quarterly updates of scheduled activities throughout the construction phase of development. CQH will also provide quarterly written notice of updates to scheduled activities throughout the construction phase of development to all property owners within 200 feet of the Property.

## **7. Housing.**

- a. Affordable Housing. CQH will comply with all affordable housing requirements as stated in the NHR Text Amendment, and as included below.

Residential development in the NHR zone shall set aside for IZ the following square footage:

1. Ten percent (10%) of the gross floor area dedicated to residential use, excluding penthouse habitable space; and
2. The equivalent of eight percent (8%) of the gross floor area of any residential penthouse habitable space.

Inclusionary units resulting from the set aside required by Subtitle K § 1002.3 shall be reserved as follows:

3. (a) Seventy-five percent (75%) of the set aside required by Subtitle K § 1002.3(a) shall be reserved for households earning equal to or less than sixty percent (60%) of the MFI;
4. (b) Twenty-five percent (25%) of the set aside required by Subtitle K § 1002.3(a) shall be reserved for households earning equal to or less than fifty percent (50%) of the MFI; and
5. (c) One hundred percent (100%) of the set aside required by Subtitle A §1002.3(b) shall be reserved for households earning equal to or less than fifty percent (50%) of the MFI.

A minimum of twenty five percent (25%) of the total IZ set aside requirement shall be three-bedroom units.

Any non-residential penthouse habitable space shall be subject to the affordable housing production requirements of Subtitle C § 1505.

CQH will comply with all affordable housing requirements as stated in the NHR Map Amendment, and as included below.

1. All inclusionary units set aside at fifty percent (50%) of the MFI shall be three-bedroom units
2. One-third (1/3) of all inclusionary units set aside at sixty percent (60%) of the MFI shall be three-bedroom units.

## **8. Encouraging Local Entrepreneurship and Innovation.**

- a. Small Business Incubation. CQH will offer Ward 8 entrepreneurial small retailers opportunities to conduct mobile and or pop-up retail opportunities on the Columbian Quarter campus in a manner consistent with District regulations.
- b. Leasing Opportunities. CQH will consider allowing local small businesses (or other local activating uses) located in Ward 8 to lease ground floor retail space at a 10% discounted market leasing rate to encourage local entrepreneurship and growth in the community.
- c. Hosting Community-Based Creative Economy Incubation. CQH will engage Ward 8 community development organizations to facilitate, develop and undertake a mix of creative economy initiatives and programs in connection with Columbian Quarter. These will include:
  - At least one (1) STEAM education workshop, demonstration, or program each year
  - At least one annual social entrepreneurship training and development event

- At least one creative and cultural arts entrepreneurship, development, and programming event
- At least one pop-up, temporary business incubation and collaborative workspace incorporated into Columbian Quarter for a one-year duration.

**9. Preserving and Commemorating Community History.**

- a. Historic Anacostia History. Prior to the issuance of the final certificate of occupancy for the first building, CQH shall provide evidence to the ANC that it has entered into a partnership agreement with the Historic Anacostia Preservation Society and the National Trust for Historic Preservation to support and implement solutions for the benefit of the Historic Anacostia District that preserve the historic character and fabric of the neighborhood, which include, but are not limited to:
1. (i) Reducing displacement of existing residents and allowing low-income seniors to remain in their historic homes.
  2. (ii) Providing professional services expertise such as architectural, engineering and building sciences in a historic districtwide conditions assessment survey.
  3. (iii) Assisting in workforce development initiatives for historic preservation trades skill training to create employment opportunities for neighborhood residents.
  4. (iv) Providing professional expertise and support for the rehab and reuse of vacant and abandoned historic structures, both residential and commercial.
- b. Archeological Preservation. Prior to the issuance of the building permit for the first building, CQH shall demonstrate to the ANC that it has completed a phased archeology study in consultation with the State Archeologist.

Prior to the Certificate of Occupancy for the first building, CQH shall demonstrate to the ANC based upon phased archeology report findings and in conjunction with the State Archaeologist that it has prepared a Phase II work plan, and appropriate mitigation measures as part of the Project’s archaeological public benefits.

CQH’s cost contribution to the historic and archaeological preservation amenities shall not exceed a value of \$125,000 in cash and in-kind services.

- c. Naming Opportunities. CQH will solicit public input and recommendations from the ANC, the Ward 8 Councilmember, and community organizations



when determining naming opportunities at Columbian Quarter.

#### **10. Community Partners.**

- a. Agreements. All partnerships between CQH and community organizations shall be established with written agreements, posted to a dedicated webpage, available for public review. Written copies of such agreements shall be provided to the ANC.

#### **11. Community Access to the Property.**

- a. Local Organization Access. CQH agrees to give priority to Ward 8 community organizations seeking to access any public meeting or public event space created by the project. CQH agrees to provide leasing opportunities at a 10% discounted market leasing rate to Ward 8 community organizations for co-working office space created by the Columbian Quarter project.
- b. Seamless Integration with Existing Community. CQH agrees to limit physical barriers (including but not limited to walls, gates, and fences that aren't required to ensure resident privacy) between the Columbian Quarter's public space and the surrounding community to ensure seamless integration with the existing community.

#### **12. ANC Support and Ongoing Consultation.**

- a. Map Amendment. The ANC agrees to provide a report and testimony in support of the Map Amendment in Zoning Commission Case 18-19.
- b. Design Review. The ANC agrees to work with CQH regarding the future design review applications and agrees to provide support to such future design review projects provided CQH works in good faith with the community regarding the design of the buildings; provided, however, that the ANC will not oppose the future design review cases based on benefits and amenities.
- c. Other Review or Approvals. The ANC agrees not to oppose the Project or cause others to oppose the Project in any other development or permitting process, including, but not limited to, building permit applications, certificate of occupancy applications, and other permits.

#### **13. Reporting/ Notice Requirements and Procedures.**

- a. ANC Bi-Annual Reports. CQH shall provide electronic and print bi-annual updates on project progress to the ANC including, but not limited to, all updates required in this Agreement.

- b. Notices to ANC. CQH shall provide electronic and written notices given under this Agreement to the ANC, written notices shall be delivered by certified mail, postage pre-paid, or by hand or by private, reputable overnight commercial courier service, to the current ANC commissioners at the following address:

Troy Donté Prestwood  
Chair ANC 8A  
2100D Martin Luther King Jr. Avenue SE  
Washington, DC 20020

Mike Austin  
Chair ANC 8C  
3125 Martin Luther King Jr. Avenue SE  
Washington, DC 20032

Tyon Jones  
ANC 8A06  
2100D Martin Luther King Jr. Avenue SE  
Washington, DC 20020

- c. Notices to CQH. Any notices to CQH shall be given under this Agreement to CQH by electronic mail.

#### **14. ANC Rights to Enforce.**

The ANC, both for and in their own right and also for the purposes of protecting the interests of the community in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the ANC for the entire period during which such agreements and covenants shall be in force and effect. The ANC shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits, at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled, including, without limitation, restraining orders, injunctions and/or specific enforcement, judicial or administrative.

#### **15. Applicable Law; Jurisdiction.**

This Agreement shall be construed in accordance with and governed by the laws of the District, without reference to the conflicts of law's provisions thereof.

#### **16. Entire Agreement.**

This Agreement constitutes the entire agreement and understanding between the parties and is a continuance of all prior agreements and understandings related to the subject matter hereof.

**17. Successors and Assigns.**

This Agreement shall be binding upon and shall inure to the benefit of, the successors and assigns of the ANC and CQH and where the term "CQH" or "ANC" is used in this Agreement, it shall mean and include their respective successors and assigns.

**18. Modifications and Amendments.**

None of the terms or provisions of this Agreement may be changed, waived, modified or terminated except by an instrument in writing executed by the Parties. None of the terms or provisions of this Agreement shall be deemed to have been abrogated or waived by reason of any failure or refusal to enforce the same.

[SIGNATURES ON FOLLOWING PAGE]

In witness hereof, the Parties hereto have duly executed and delivered this Agreement as of the date first above written.

**Columbian Quarter Holdings**

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Name	Title	Date
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**ANC 8A**

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Troy Donté Prestwood	Chair, ANC 8A	Date
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**ANC 8C**

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Mike Austin	Chair, ANC 8C	Date
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**ANC 8A06**

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Tyon Jones	Commissioner, ANC 8A06	Date
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