

PARKSIDE COMMUNITY BENEFITS AGREEMENT

This Community Benefits Agreement (“**Agreement**”) is provided as of this ____ day of March, 2017 by Parkside Residential LLC (“**Parkside**”).

- A. Parkside has submitted an application to the District of Columbia Zoning Commission (“**Zoning Commission**”) for review and approval of a second-stage Planned Unit Development and modification of an approved first-stage Planned Unit Development and Zoning Map Amendment (collectively a “**Second-Stage PUD**”) as Z.C. Case No. 05-28P for construction of a multi-family building on Block J in the Parkside neighborhood (“**Parcel 11**”);
- B. Parkside has submitted an application to the Zoning Commission for review and approval of a Second-Stage PUD in Z.C. Case No. 05-28Q for construction of a multi-family building and an office building both with ground floor retail on Parcel 9 of Block F in the Parkside neighborhood (“**Parcel 9**”);
- C. Parkside has submitted an application to the Zoning Commission for review and approval of a Second-Stage PUD in Z.C. Case No. 05-28R for construction of a multi-family building with ground floor retail and townhouses on Parcel 8 of Block F in the Parkside neighborhood (“**Parcel 8**”);
- D. Parkside has submitted an application to the Zoning Commission for review and approval of a Second-Stage PUD in Z.C. Case No. 05-28S for construction of a multi-family building with ground floor retail and townhouses on Parcel 10 of Block F in the Parkside neighborhood (“**Parcel 10**” and together with Parcel 8, Parcel 9, Parcel 10, and Parcel 11, each a “**Project**” and collectively, the “**Projects**” or “**Cases**”);
- E. Advisory Neighborhood Commission 7D (the “**ANC**”) is a governmental advisory board whose purpose includes gathering and communicating feedback from residents that are directly affected by government action, including actions of the Zoning Commission, which affects their community;
- F. The ANC has passed a resolution at a duly noticed meeting authorizing it to accept and approve this Agreement; and
- G. Parkside and the ANC share a mutual goal of maximizing the benefits of the proposed Cases for the residents of the immediate area and the District of Columbia.

Upon Zoning Commission approval of the Cases and publication of a final order and expiration of any applicable appeal period with respect to such Cases, Parkside shall use reasonable and good faith efforts to undertake the following:

- 1) Prior to issuance of a final residential certificate of occupancy for Parcels 8 and 10, comply with any electrical infrastructure improvements directed in a “Class of service” letter from Pepco, and provide a copy of the “Class of service” letter to the ANC;

- 2) Prior to issuance of a building permit for each respective Project, execute a Development and Construction Management Plan, with terms substantially similar to those proposed in Exhibit A;
- 3) Prior to issuance of a building permit for Parcel 11, coordinate with WMATA and the ANC regarding temporary relocation during the construction of Parcel 11 of the bus stop located on Kenilworth Terrace NE across from Unity Health Clinic, and advocate on behalf of the ANC for the ANC's preferred location of such bus stop to WMATA;
- 4) Prior to issuance of a building permit for each Project, direct the contractors and subcontractors for such Project to use reasonable good faith efforts to select new hires from among qualified persons with a goal of at least 51% of all new hires being residents of Ward 7. Parkside shall provide to the ANC on a quarterly basis for the duration of construction of each respective Project an employment report documenting the number of Ward 7 residents hired for the Project. The employment reports to the ANC will provide a summary of: 1) the approximate number of employees working on the Project in total; 2) the number of new hires working on the Project; and 3) the number of the new hires that are Ward 7 residents, provided the specific contents of such report may be modified by mutual agreement of Parkside and the ANC. Furthermore, prior to issuance of a building permit for each Project, Parkside will work with the ANC to identify a local representative, group, organization and/or coordinator to facilitate job training for future jobs related to the Project, and to help administer solicitations from Parkside to the Ward 7 community for available jobs. All solicitations will include details regarding the specifications, requirements and/or skillset desired for the available jobs;
- 5) Prior to and during the construction of each Project, advertise jobs and contracting opportunities with the following: (i) the Project's contractor's website, (ii) the ANC's website, (iii) community message boards, (iv) project signage, and (v) referral partners, as applicable, and in each case providing clear instructions for how to apply and who to contact for information about such jobs and opportunities,
- 6) Prior to construction of each Project, host a job fair in coordination and in partnership with the ANC, Ward 7 Business Partnership, DC DOES and DC DSLBD, to identify (i) qualified candidates for construction job openings and (ii) Ward 7-based subcontractors;
- 7) Prior to issuance of a certificate of occupancy in each respective Project, adopt a loading dock management and transportation demand management ("TDM") plan, and submit an application for a public space permit to improve sidewalks abutting the respective project so that a WMATA bus stop and/or shelter can be accommodated (its final location to be determined by DDOT and WMATA);
- 8) Prior to issuance of a certificate of occupancy for the final residential use for Parcels 8, 9, and 10, solicit (i) a car share company to locate at least one car sharing space in the garage of each such Project and (ii) DDOT to locate one Capital Bikeshare station at the intersection of Kenilworth Terrace, NE and DDOT's new pedestrian bridge;
- 9) Upon Zoning Commission approval of the Cases and publication of a final order and expiration of any applicable appeal period with respect to such Cases, allocate up to \$7,500 (the "**Landscape**

Fund”) to hire a landscape architect to develop a conceptual design for a play and/or athletic field in the National Park Service (“NPS”) -owned open space (“**NPS Land**”) behind Neval Thomas Elementary School. Preference for the landscape architect will be given to qualified Ward 7-based CBE firms. The Landscape Fund will be used for the following scope and for no other purpose: (i) one community charrette led by the landscape architect and include all involved stakeholders (including but not limited to the ANC, Parkside Civic Association, Neval Thomas Elementary School representatives, Cesar Chavez Middle and High School representatives, Mayfair Tenants Association, Parkside, and any additional community members interested) to identify play space needs, goals and objectives for the NPS Land; (ii) development by the landscape architect of a concept design and layout for the NPS Land utilizing the input and feedback generated from the community charrette to guide the design; (iii) one presentation of the conceptual design to community stakeholders by the landscape architect; and (iv) one meeting with the landscape architect, community stakeholders, and the appropriate NPS and/or DC representatives to review the proposed conceptual design and advocate for use of NPS Land, but only to the extent NPS and/or DC representatives agree to attend such a meeting. As NPS owns the NPS Land, the ANC acknowledges and agrees that NPS is solely responsible for the design and use of the NPS Land. The landscape design will be developed to a concept level only and with the intent to be used as a community tool to show NPS what is possible in the space and promote the conversion of the NPS Land by NPS to a play and/or athletic field for use by the community, and the design will not include detailed plans that could be used for permitting and/or construction;

- 10) Prior to issuance of the final residential certificate of occupancy for Parcels 8 and 10, subject to receipt of written consent by and all necessary approvals from DDOT and Pepco, install at a cost to Parkside of up to \$75,000 (the “**Green Screen Fund**”) a “green screen” on DDOT property in front of Pepco property along Foote St., NE from Kenilworth Avenue, NE to Anacostia Avenue. In the event that the necessary consents and approvals cannot be secured by either Pepco or DDOT, Parkside, the ANC and the Parkside Civic Association will work cooperatively to determine a mutually agreed upon community benefit use for the Green Screen Fund;
- 11) Prior to issuance of a certificate of occupancy for Parcels 8 and 10: (i) install no fewer than five (5) security cameras in the aggregate throughout the Projects to monitor Kenilworth Terrace, NE and Parkside Place, NE; (ii) coordinate with DDOT to have DDOT provide security camera coverage over the new Parkside pedestrian bridge; and (iii) provide MPD access to data from such cameras to assist in improving neighborhood safety (particularly in those walking areas to/from the WMATA Metrorail station and Downtown Ward 7 in the early morning and late evening hours);
- 12) Prior to issuance of a certificate of occupancy for Parcel 11, adopt a “Loading Management Plan” for Cassell Place, NE, which loading plan shall be part of the TDM plan for Parcel 11, to coordinate resident moving operations and trash removal operations. The Loading Management Plan in the TDM shall include the following measures to mitigate traffic disturbances during curbside loading activities:
 - Appoint a loading dock manager designated by the building management team;

- The loading dock manager will coordinate with tenants to schedule deliveries, trash removal, and resident move-in & move-out activities;
- Residents will be required to schedule move-in and move-outs with the loading dock manager;
- The loading dock manager will coordinate with trash pick-up to help move dumpsters expeditiously from the building to the curb beside the loading area to minimize the allotted time for trash trucks to use the loading area;
- The loading dock manager will be responsible for disseminating DDOT's Freight Management & Commercial Vehicle Operations documents to drivers as needed to encourage compliance with District laws and DDOT's truck routes; and
- Furthermore, the Parcel 11 owner will require residents to obtain "emergency no-parking" signs to reserve on-street vehicle parking adjacent to the loading area for move-ins and move-outs. This requirement will be included in all lease agreements and communicated to residents by the loading dock manager. Lastly, the Parcel 11 owner will post "No Parking" signs and/or similar deterrents to ensure vehicles do not use or park in the curb cut.

- 13) Hold a transit fair with DDOT in the building lobby once the Parcel 11 building is approximately 80% occupied. Parcels 8, 9, and 10 shall be subject to one or more separate TDM plans with traffic mitigation measures similar to those in the TDM plan for Parcel 11, and shall be subject to Loading Management Plans, if determined by DDOT to be necessary (it being understood that all loading for the buildings on Parcels 8, 9, and 10 is anticipated to be to occur off of the street). Once the traffic studies for Parcels 8, 9, and 10 have been completed and reviewed/approved by DDOT, this Section 13 will be amended to incorporate, as applicable, the TDM and/or Loading Management Plan provisions developed for such Projects;
- 14) Prior to issuance of a certificate of occupancy for each multi-family and/or mixed-use building in the Projects, incorporate infrastructure for an electric vehicle charging station in the below grade garage;
- 15) Prior to issuance of a certificate of occupancy for each Project, reserve for car-sharing services up to two (2) parking spaces within the below-grade garage for each Project. If car-sharing services do not express interest in the garages, the spaces will revert back to general building use;
- 16) Prior to issuance of a certificate of occupancy for Parcel 11, work with DDOT and fund at a cost to Parkside of up to \$25,000, the recommended signal operation upgrades at the Kenilworth Terrace, NE and Nannie Helen Burroughs Avenue, NE intersection to help alleviate traffic congestion;
- 17) Upon Zoning Commission approval of the Cases and publication of a final order and expiration of any applicable appeal period with respect to such Cases, allocate up to \$15,000 ("**Transportation Study Fund**") for the expertise of a traffic consultant to study solutions to circulation issues beyond what is required to mitigate the overall first-stage Parkside PUD ("**Parkside Study**"). The goal of

the Parkside Study is to provide analysis and feasibility regarding potential solutions to larger, regional traffic issues to facilitate discussions with DDOT. The Parkside Study will include the following scope and the Transportation Study Fund shall be used for no other purpose: (i) schedule a meeting with the traffic consultant and community, including but not limited to the ANC, Parkside Civic Association, Mayfair Tenant's Association and any additional community associations, parties or members interested, to identify the community's top traffic issues and/or congested locations; (ii) have the traffic consultant study the top issues and/or locations and develop a few potential solutions that might alleviate some of the issues; (iii) present the findings and potential traffic solutions to the community; and (iv) schedule a meeting between the traffic consultant, the ANC and/or appropriate community representatives and DDOT to present the potential traffic solutions to DDOT. It is understood that locations and traffic issues reviewed as part of the Parkside Study are ultimately controlled by and subject to the discretion of DDOT, and outside of the scope of any of the Projects, and that Parkside cannot guarantee DDOT's approval of the scope of the Parkside Study or any of the proposed traffic solutions or other recommendations developed by the traffic consultant. The intention of the Parkside Study is to identify potential traffic solutions for the locations of most concern to the community in a similar way to other DDOT studies that the traffic consultant has advised on to help facilitate DDOT's review;

- 18) Upon Zoning Commission approval of the Cases and publication of a final order and expiration of any applicable appeal period with respect to such Cases, allocate up to \$5,000 for a traffic consultant to develop a parking and curbside management plan ("**Parking Plan**") with and for use by the ANC and community, with the understanding that DDOT is responsible for making and implementing any recommendations in the Parking Plan. The purpose of the Parking Plan is to identify the parking regulations, such as RPP and on-street parking meters, desired for each block to provide DDOT and the community a context to develop a parking solution for the whole neighborhood instead of on a block -by -block basis. The boundaries for Parking Plan will be the blocks within the area bordered by Foote St., NE, Anacostia St., NE, Hayes St., NE, and Kenilworth Terrace, NE, plus the portion of Kenilworth Terrace, NE between Hayes St., NE and Jay St., NE;

All funds required to be allocated by Parkside under this Agreement shall be placed in a separate Parkside account with disbursements for the items required hereunder made at Parkside's sole cost and expense, and the ANC shall have no obligations to expend its funds for any requirement of Parkside in this Agreement. Unused funds, if any, will be returned to Parkside upon satisfaction of the requirements in this Agreement.

This Agreement may be amended and/or updated, if necessary, upon later phases of Parkside's redevelopment to correspond to changing needs of the community. Any Amendment or revision to this Agreement shall be in writing and mutually agreed upon by all parties involved.

Parkside Residential, LLC may without the consent or approval of the ANC assign its responsibilities and rights under this Agreement to an assignee (“Assignee”), which may include without limitation, an institutional lender providing financing for any Project(s), another entity affiliated with Parkside Residential, LLC, or any purchaser of the real property upon which any of the Projects are located. Any Project associated with such an assignment is referred to herein as a “Transferred Project.” In the event of an assignment of this Agreement to an Assignee, Assignee shall assume all responsibilities and rights hereunder without the need for amendment hereto, all references to Parkside Residential, LLC (or Parkside, as the case may be) shall be deemed to refer to the Assignee with respect to the Transferred Project, and Parkside shall have no further rights and responsibilities under this Agreement with respect to the Transferred Project

This Agreement shall have no effect in the event (i) the Zoning Commission does not approve the Projects, as submitted, (ii) Parkside elects, in its sole discretion, to decline to commence construction of any one or more of the Projects or to halt, permanently or temporarily, completion of the any one or more of the Projects.

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EXHIBIT A

DEVELOPMENT AND CONSTRUCTION MANAGEMENT PLAN

Parkside Residential, LLC (the “**Applicant**”) seeks to mitigate any adverse impact on the surrounding neighborhood resulting from construction activity related to the Applicant’s plans to construct planned unit developments, which will involve the construction of the new buildings on Blocks F and J – Parcels 8, 9, 10 and 11 – (collectively, the “Buildings”) on the site of the Parkside approved First Stage PUD. The Applicant will submit this Development and Construction Management Plan (the “**Plan**”) to the Zoning Commission for each of the Second Stage PUD applications associated with Parkside Blocks F and J, Zoning Commission Cases No. 05-28P, 05-28Q, 05-28R and 05-28S, and will request that the Zoning Commission include compliance with this Plan as a condition of approval.

1. Communication

a. **Applicant’s Representative.** The Applicant shall designate a representative to be the key contact during the period of construction of the Project for interaction with the owners of property within 200 feet of the Property and Advisory Neighborhood Commission (“**ANC**”) 7D.

The Applicant’s representative (the “**Representative**”) will have a local office and will be accessible during all business hours. At any time construction activity is occurring on the Property, the Representative or his/her designee shall be available on-site or by telephone to receive communications from the surrounding community. The name and work telephone number of the Representative or his/her appointed designee shall be conspicuously posted on the

Property and shall be readily available to members of the community. In addition, a name and telephone number of a person designated by the Applicant to contact in case of emergency during hours in which no construction activity is occurring shall be readily available to members of the community.

b. **Duties of the Applicant's Representative.** The Representative and his/her designee will be able to answer questions and receive comments about the site activities, address any concerns members of the community might have throughout the construction process, and have authority to remedy promptly violations of this Plan and enforce its provisions. The Representative, designee and emergency contact shall:

- (i) Receive notice of violations of this Plan;
- (ii) Respond as soon as possible, to the person who has reported the violation, and to the Single Member District representative 7D, or their designee;
and
- (iii) Act to remedy the violation as soon as possible.

2. **Construction** The Applicant shall require that all of their personnel and vendors, including supply and service vendors, will comply with all applicable District of Columbia Municipal Regulations applicable to hours of work, noise, dirt, trash, and public health and safety. The following is a discussion of construction-related issues and shall be binding on the Applicant, its general contractor and all subcontractors.

a. **Permits:** The Applicant will secure all permits that are required to complete the Project. The buildings will be permitted separately and all plans and permits will be kept on the site that each of the permits pertain to as required under the DC Construction Code.

b. **Site Management:**

- (i) The Applicant will erect and maintain construction fencing and barricades in order to screen and secure the site during the construction process. The Applicant and its contractors will work with community members and the Department of Consumer and Regulatory Affairs to maintain temporary storm water management systems throughout the Project's construction until such time as the permanent facilities are constructed, approved and functioning such that there shall be no adverse water impacts on the adjacent neighborhood.
- (ii) A minimum amount of lighting, directed away from residential properties, will be provided on the Property at night. These lights will be sufficient to provide necessary security and to comply with federal and municipal safety standards.

c. **Traffic and Construction Control Plan:** Prior to the start of construction, the Applicant will provide the ANC, Parkside Civic Association and Mayfair Tenant's Association, for review and comments, a draft Site Utilization Plan for construction detailing construction staging and truck routing. The Applicant will work with the ANC to address and incorporate comments to the Site Utilization Plan, to the extent feasible, that mitigate community concerns. The Applicant will prioritize the use of Kenilworth Terrace, NE for all construction traffic in the Site Utilization Plan to minimize the impact to the surrounding residential communities located off Parkside Place, NE. At each construction entrance, a flagman, as required, will be positioned to direct the flow of construction traffic and to maintain the public's safety.

d. **Construction Parking:** On street parking of construction workers shall be prohibited. On-site parking will be made available to construction workers; otherwise, workers will be required to park off-site at public parking lots or to use mass transit. A list of public parking lots will be provided to the Applicant's general contractor. The general contractor will coordinate off-site parking with its subcontractors to eliminate parking by construction personnel on adjacent residential streets. The Applicant will include a statement in its contract with the general contractor that parking by construction personnel and subcontractors in areas not specifically designated for parking is prohibited.

e. **Cleanliness:** The Applicant will remove rubbish and construction debris continuously during the construction period during the normal construction workday. In addition, the Applicant will monitor and police the construction site daily or more often as required to ensure cleanliness. All excavation or back fill trucks will be covered before proceeding from the Property onto city streets. Dust and debris will be removed from the Property on an as needed basis. The Applicant will also provide monthly street sweeping of the Parkside neighborhood throughout the duration of construction.

f. **Work Hours:** All work hours will comply with DCRA guidelines. No construction activity will occur on Sundays without approval from DCRA. In the event the General contractor seeks to obtain an off-hours work permit the Applicant will notify the ANC of the duration of the work and provide a two (2) week advance notice when the work will occur.

g. **Contractors and Subcontractors:** The Applicant will require that all contractors and subcontractors be contractually required to follow the terms of, and comply with, the policies set forth in this Plan. The Applicant will also require that all contractors and subcontractors use only licensed vehicles and drivers and they comply with all DC traffic laws and regulations.

h. **Traffic, Loading, and Parking:**

- (i) Specific truck queuing and routing will be determined in coordination with the DC Department of Transportation during the public space permit review process of the Applicant's Traffic Control Plan, and outlined in the Site Utilization Plan provided to the ANC.
- (ii) A flagperson will be assigned to expedite movement of construction related traffic, if any consistent traffic backups occur on any of the streets adjacent to the Property.
- (iii) No construction related parking will be permitted on the adjacent neighborhood streets.

3. **Security.** The Applicant's general contractor will be responsible for providing adequate security for areas within the limits of construction. The Applicant's general contractor will notify the D.C. Metropolitan Police Department prior to the start of construction and provide a point of contact to ensure proper communication and security coverage. The Applicant will also provide afterhours security and/or security cameras as needed throughout the duration of construction.

4. **Pedestrian Circulation.** The Applicant will make a good faith effort to maintain circulation around the perimeter of the Property throughout construction of the Buildings.

5. **Compliance with Codes:** In the event that there is a conflict between this Plan and the Construction Codes of the District of Columbia, the Applicant shall be permitted to comply with the applicable code(s) without violating the terms of this Plan.

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