

COMMUNITY BENEFITS AGREEMENT

This Community Benefits Agreement (“**Agreement**”) is made this 30th day of May, 2019 by and between FT ASSOCIATES LLC (“**Developer**”), and the Lamond-Riggs Citizens Association (“**LRCA**”). Developer and LRCA are collectively referred to herein as the "**Parties.**"

RECITALS

WHEREAS, Developer owns the property located at 5543-5575 South Dakota Avenue NE (Square 3760, Lot 22; Part of Parcel 125/30 known as Lot 816 for assessments and taxation purposes; and the adjacent unimproved portions of a street to be closed) in the District of Columbia (the “**Property**” or “**Subject Property**”);

WHEREAS, Developer intends to construct a new mixed-use residential and retail development with 160-185 townhouses and/or condominiums, underground and above-grade parking, and ground-floor retail on the Property (the “**Project**”);

WHEREAS, Developer’s order was granted for special exception approval from the Board of Zoning Adjustment (“**BZA**”), in Case No. 19745 on May 30, 2018, to allow for construction of the Project (the “**BZA Application**”);

WHEREAS, the Property was owned by the District of Columbia and was transferred to Developer by Deed dated December 13, 2018 and recorded as Instrument No. 2018125268 among the Land Records of the District of Columbia, pursuant to that certain Land Disposition and Development Agreement dated April 19, 2017, as amended (the “**LDDA**”); and

WHEREAS, as part of the LDDA process, Developer negotiated with LRCA to provide certain public benefits as part of the Project;

NOW THEREFORE, for good and valuable consideration received, the Parties agree as follows.

LRCA RESPONSIBILITIES

1. Support. LRCA shall support the Project, the BZA Application, and other entitlements as necessary for the Project. “Support” shall be indicated as majority votes for resolutions or motions supporting the Project and recommending its approval.

DEVELOPER RESPONSIBILITIES

2. Workforce Development: Developer will provide \$20,000 for workforce development of local residents, including education, training, or certifications. The funding will be provided to an entity determined by the LRCA to provide and/or administer these services. The LRCA will provide Developer with the entity's information within six months of Developer's Financing Closing (as defined in the LDDA) of the Property. The date of payment will be coordinated between Developer and LRCA, but in no case shall it be sooner than six months but no later than 12 months after the start of construction associated with the final building permit for the Project.
3. Small Business Development: Developer will provide \$15,000 for capacity building services for small businesses. The funds will be provided incrementally, on a schedule to be determined by the LRCA and the Developer, but in no case shall it be sooner than six months and no later than 12 months after the start of construction associated with the final building permit for the Project, to the awardee of the South Dakota Avenue Main Street program. The LRCA will provide Developer with the awardee's information within six months of Developer's Financing Closing of the Property.
4. Educational Development: Developer will provide \$50,000 for college scholarships for local students through the LRCA. The funding will be provided to LRCA, which will administer the grant program. The LRCA will provide Developer with the disbursement schedule within six months of Developer's Financing Closing of the Property, the date of payment will be coordinated between Developer and LRCA, but in no case shall it be sooner than six months but no later than 12 months after the start of construction associated with the final building permit for the Project.
5. Public Space Improvements: Developer will provide a total of \$200,000 worth of public space improvements in the vicinity of the Property. The \$200,000 will be allocated among items 5a, 5b and 5c, in amounts to be determined by the LRCA based upon final cost proposals of the services to be supplied.
 - a. Within six months but no later than 12 months after the start of construction associated with the final building permit for the Project, Developer will provide funding to complete improvements or upgrades to a local open space, improve the streetscape within close vicinity of the site, or make other public space beautification improvements near the Property (including signage and branding). Prior to issuance of final building permits, Developer will provide in-kind design services and a minimum of three visioning sessions each for: (1) activation of District public space on the Southwest corner of South Dakota Avenue and Riggs Road NE; and (2) activation of

Fort Circle Park, located at South Dakota Avenue and Galloway Street NE. The distribution schedule of the funds will be determined by the LRCA and the Developer within 90-120 days of final cost proposals.

- b. Within six months but no later than 12 months after the start of construction associated with the final building permit for the Project, Developer will provide funding for temporary and/or evolving activation of a nearby public open space, such as a farmers market or “movie in the park.” Funding will be provided to an organization that has expertise in organizing such activities. The LRCA will provide the Developer with the organization’s information within six months of Developer’s Finance Closing of the Property. The distribution schedule of the funds will be determined by the LRCA and the Developer within 90-120 days of final cost proposals.
 - c. Within six months but no later than 12 months after the start of construction associated with the final building permit for the Project, Developer will provide seed funding to the awardee of the South Dakota Avenue Main Street program, which would be used to beautify the area through cleaning, security, and place making services, or other activities aimed at making the area a vibrant retail corridor. The distribution schedule of the funds will be determined by the LRCA and the Developer within 90-120 days of final cost proposals. Ultimately, the group would need to be continually funded by other nearby commercial property owners.
6. Community Development: Developer will provide a total of \$40,000 worth of community development improvements. The date of payment will be coordinated between Developer and LRCA, but in no case shall it be sooner than six months but no later than 12 months after the start of construction associated with the final building permit for the Project.
- a. Developer will provide \$34,000 for new equipment, services, or other facility upgrades at the following public and private-sector nonprofit entities that provide community services to the Lamond-Riggs Community.
 - LaSalle Backus Education Campus, music program and technology: \$17,000
 - DC Rape Crisis Center to expand clinical services for survivors: \$5,000
 - UDC Bertie Backus Urban Food Hub upgrades: \$5,000
 - Riggs-LaSalle Recreation Center, for supplies including but not limited to a Foosball table, Medicine balls, indoor basketballs, quilting supplies; Curl bars, and T-shirts: \$2,800
 - Coolidge Alumni Association, to establish and/or assist with mentoring programs: \$2,700
 - Lamond-Riggs Library Friends, to support one year of its library programming: \$1,500

- b. Developer will provide \$6,000 to help defray LRCA administrative expenses for two years of newsletter printing costs and two years of website maintenance.

REALLOCATION OF FUNDS

7. Reallocation: Notwithstanding that the funds provided by Developer pursuant to Sections 2, 3, 4 and 6 of this Agreement are specifically designated to be used for particular purposes, LCRA shall have the right to reallocate the amounts set forth in said Sections 2, 3, 4 and 6 among the specific purposes for which they are designated. For example, LCRA may elect to reallocate \$5,000 of the \$50,000 designated for college scholarships for local students under Section 4 to capacity building services for small businesses under Section 3. In all events, the aggregate amount of the funds specified in Section 2, 3, 4 and 6 shall be used for the purposes designated and not for other purposes. LCRA shall provide Developer with written notice within five (5) business days following any and each such reallocation of funds made by LCRA, which notice shall specify the funds reallocated, and the uses from which such funds were reallocated and the uses to which such funds were reallocated.

MISCELLANEOUS

8. Binding Agreement: This Agreement shall be binding upon and shall inure to the benefit of Developer, LRCA and their respective heirs, successors, and assigns.
9. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties hereto and no party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth herein.
10. Choice of Law: All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
11. Modifications: Modifications, waivers, and consents regarding this Agreement shall only be binding if in writing and signed by all Parties.
12. Mediation: If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If mediation is unsuccessful, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the ABA in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

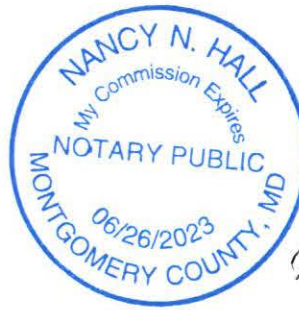
13. Severability: If any term, provision or clause within this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision or clause shall be nullified. The remainder of this Agreement shall continue to be in full force and effect.

DEVELOPER:

FT ASSOCIATES LLC,
A Delaware limited liability company

By: EYA FT Manager LLC
A Delaware limited liability company,
its Manager

By: _____
Name: Frank R. Connors
Title: Executive VP



Nancy N. Hall
5/30/19

Lamond-Riggs Citizens Association

By: _____
Name:
Title:

Lamond-Riggs Citizens Association

By: _____
Name:
Title:

13. Severability: If any term, provision or clause within this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision or clause shall be nullified. The remainder of this Agreement shall continue to be in full force and effect.

DEVELOPER:

FT ASSOCIATES LLC,
A Delaware limited liability company

By: EYA FT Manager LLC
A Delaware limited liability company,
its Manager

By: _____
Name: _____
Title: _____

Lamond-Riggs Citizens Association

By: [Signature]
Name: Nicholas Evans
Title: President

Lamond-Riggs Citizens Association

By: [Signature]
Name: GWEN FIFELO
Title: First vice president

District of Columbia: SS
Subscribed and sworn to before me, in my presence,
this 30th day of May, 2019
[Signature]
David A. Muse, Notary Public, D.C.
My commission expires June 30, 2022.

