

## **PROVIDENCE PLACE COMMUNITY BENEFITS AGREEMENT**

This Community Benefits Agreement (the “**Agreement**”) is agreed upon as of this \_\_\_\_\_ day of May, 2017, by and between Providence Place Developer, LLC, a District of Columbia limited liability company (“**Developer**”), Deanwood Citizens Association, a District of Columbia Non Profit (“**DCA**”) and the Advisory Neighborhood Commissioners of 7C, a District of Columbia governmental entity (“**ANC**”) (collectively, the “**Parties**”).

**WHEREAS**, Developer is developing the proposed Development on the Site which is located in Ward 7 in the District of Columbia; and

**WHEREAS**, ANC 7C is governmental advisory board, that is made up of the residents of the neighborhoods near the Site, whose purpose includes gathering and communicating feedback from residents that are directly affected by government action which affects their community; and

**WHEREAS** DCA is a Non Profit community association which represents home owners of the largest neighborhood in Ward 7 (including the residents of the Deanwood neighborhood surrounding the Site) whose purpose includes programs, initiatives and activities focused on enhancing the Ward 7 community and the quality of life for its residents; and

**NOW THEREFORE**, for good and valuable consideration the adequacy of which is hereby acknowledged, the Parties agree as follows:

### **ARTICLE I**

#### **Purpose**

**1.1** The purpose of this Agreement is to provide for a concerted and coordinated effort by the Parties to maximize the benefits of the proposed Development on the Site to the surrounding community.

**1.2** With this Agreement, Developer and the Development will generate quality jobs for workers; will create affordable housing for working families and for residents in surrounding communities; will provide for environmentally-sensitive construction and design; will create economic development opportunities for residents of the affected communities; and will enhance

employment opportunities and job training programs targeted to community residents in need of employment.

## **ARTICLE II**

### **Definitions**

As used in this Agreement, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

**“Agencies”** shall mean any governmental authorities within the District of Columbia (including, but not limited to, the Zoning Commission, the Office of Planning, and the Department of Transportation) that provide comment on or approve the design and construction of the Development.

**“Agreement”** shall mean this Community Benefits Agreement.

**“Developer”** shall mean Providence Place, LLC.

**“Development”** shall mean a mixed-income project to be constructed on the Site, consisting of residential 100 units.

**“Development Approvals”** shall mean (1) approval by the Agencies of the Planned Unit Development and Zoning Map Amendment application (PUD); (2) approval by the Office of Planning and the Agencies (if applicable) of permits for the Development and all plans, drawings and other items submitted in connection therewith, at the Zoning Commission level; and (3) any other government approvals or permits requested by Developer for construction, development, and operation of the Development, including without limitation, issuance by the District of Columbia of building permits to construct the Development.

**“Ward Seven Community”** shall mean the entire Ward Seven.

**“Site”** shall mean Parcel TBD on the PNBC Campus.

## **ARTICLE III**

### **Environmental Commitments**

**3.1 Green Certifications.** Developer shall meet the Multifamily Apartments Enterprise Green Community requirements in the development of this project. The Developer shall use Low -

Impact Development techniques in both hard scape and land scape construction to improve existing storm water systems, and new installation where possible.

**3.2 Hazardous Substance Remediation.** Developer shall comply with all applicable local and federal laws in regard to the remediation of hazardous substances.

## **ARTICLE IV**

### **Construction Practices**

**4.1 Construction Noise and Traffic.** Developer shall consult with Parties to assure that all reasonable steps are taken to minimize noise and traffic congestion during construction.

**4.2 Security of Site During Construction.** Developer shall use commercially reasonable efforts to secure and control access to the Site, or the portions thereof, upon which construction is occurring.

**4.3 Public Complaint Process.** Developer shall establish a public complaint process, and shall maintain written records of complaints, investigations, and responsive actions taken, all of which shall be made available to any Party upon request.

## **ARTICLE V**

### **Project Review**

**5.1 Consultation.** Developer shall hold periodic meetings with the Ward 7 Stakeholders to review, and to receive input, on project. At the reasonable request of the Parties, the Developer will provide regular updates at ANC7 meetings.

## **ARTICLE VI**

### **Affordable Housing**

6.1 Break Down of Area Median Income (AMI), the household income for the median — or middle — household in a region (In Washington, DC area the AMI for a family of 4 is approximately \$109,000.) Percentage of Units:

- A. 35 Units @ or below 30% of AMI.
- B. 65 Units @ 60% of AMI.

## **ARTICLE VII**

### **Employment Opportunities**

**7.1 Access to Employment Opportunities.** The Developer shall take steps to promote employment of local Lincoln Heights, Richardson Dwelling and Deanwood residents by employers within the Development. When possible, The Developer will incorporate internships of local high school students, STEAM program at HD Woodson HS, Ron Brown CPHS, and/or IDEA PCS.

**7.2 Employment Goals: Construction.** Developer shall have a minimum of 25 construction jobs on the Development filled by Ward 7 residents with first preference for Lincoln Heights, Richardson Dwellings and Deanwood.

**7.3 Internship.** The Developer shall employ one student real estate development management intern throughout the course of the construction of the Development. Residents of the Ward 7 community, with a particular focus on Lincoln Heights, Richardson and Deanwood, will have preference.

**7.4 Training Programs.** The Developer works with many professionals with specialized areas of expertise. The Developer will work with the other Parties to identify professional services such as environmental and geotechnical services for which training for Ward 7, with a particular focus on Lincoln Heights, Richardson and Deanwood, Community residents are not currently provided.

## **ARTICLE VIII**

### **Contracting Opportunities**

**8.1** Developer shall require General Contractor to spend Twenty Five Percent (25%) spend with CBE and/or local businesses located, or business owners resident, within Ward 7.

**8.2 Revolving Working Capital Fund.** Developer shall establish a revolving working capital fund, which shall be used to provide financial assistance to applicable subcontractors in need to allow for more frequent payment to subcontractors for overhead and materials.

## **ARTICLE IX**

### **Community Amenities Package**

9.1 Meeting Space. Developer shall allow community to use the community room for community meetings.

9.2 Park Space. Developer shall provide and maintain a park space at the corner of 50<sup>th</sup> Street and Fitch St NE.

9.3 PNBC agrees that the NHB Campus shall continue to preserve and advance its profound and historic legacy, including but not limited to the preservation of the museum.

9.4 PNBC agrees that the NHB School shall be reactivated and will continue its legacy within the next 5 years. PNBC also intends to develop a Social Justice Center on the PNBC campus within the next 10 years.

9.5 PNBC agrees to endeavor to make the museum reasonably available to Deanwood community based organizations for educational and inspirational motivation towards economic empowerment of community based youth.

9.6 The Developer will assist with the establishment of a Deanwood Community Trust (DCT) as a donor managed fund of the Community Foundation National Capital Region. The DCT Fund shall be used to support community historic preservation, education programs and community development.

## **ARTICLE X**

**Intentionally Deleted**

## **ARTICLE XI**

**Intentionally Deleted**

## **ARTICLE XII**

**Miscellaneous Provisions**

**12.1 Compliance With Law.** This Agreement shall be enforced only to the extent that it is consistent with the laws of the District of Columbia and the United States. If any provision of this Agreement is held by a court to be in conflict with law, the applicable law shall prevail over the terms of this Agreement, and the conflicting provisions of this Agreement shall not be enforceable.

**12.2 Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

**12.3 Remedies Default.** Failure by any party to perform or comply with any term or provision of this Agreement, if not cured, shall constitute a default under this Agreement and render the entire agreement null and void at the discretion of the non-defaulting party.

**12.4 Sixty-Day Right to Cure.** If either party believes that the other party is in default of this Agreement, it shall provide written notice to the allegedly defaulting party of the alleged default; offer to meet and confer in a good-faith effort to resolve the issue; and, except where a delay may cause irreparable injury, provide Sixty (60) days to cure the alleged default, commencing at the time of the notice. Any notice given pursuant to this provision shall specify the nature of the alleged default, and, where appropriate, the manner in which the alleged default may be cured.

**12.5 Implementation Meetings and Mediation.** Before or during the Sixty-day right-to-cure period described above, the parties may attempt to resolve any alleged default at the regularly scheduled implementation meetings, or in mediation requested by either party.

**12.6 Compliance Information.** Upon request from a party, another party hereto shall provide any records or information reasonably necessary to monitor compliance with the terms of this Agreement. No party shall request the same or similar records or information more often than once per quarter, except to the extent that the nature of the obligation being monitored requires more frequent reporting, or inadequate information has been provided, as reasonably agreed upon by the parties.

**12.7 Waiver.** The waiver by any party of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed a waiver of any provision or term of this Agreement.

**12.8 Entire Agreement.** The Agreement contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral, except those executed concurrently with this Agreement. Concurrent execution is defined as execution within five business days.

This Agreement may not be altered, amended or modified except by an instrument in writing signed by the parties hereto.

**12.9 Authority of Signatories.** The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of their respective parties.

**12.10 Counterparts.** This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all of which shall constitute one and the same document.

**12.11 Further Assurances.** The parties hereto agree to take such actions and execute such additional documents as are reasonably necessary to carry out the provisions of this Agreement.

**12.12 Binding Arbitration.** A party shall pursue only binding arbitration to enforce any term of this Agreement that has allegedly been breached. A party may seek arbitration relief ordering, and the arbitrator shall have the power to order, affirmative equitable and/or affirmative injunctive relief, temporary or permanent, requiring a defaulting party to comply with this Agreement. Arbitration shall be conducted in Washington, D.C. under the rules of the American Arbitration Association (the "Rules"). Each party shall bear its own fees and other costs, except where a party is found by final judgment of the arbitrator to have been in default of this Agreement, in which case the prevailing party shall be entitled to attorneys' fees and arbitration costs from the defaulting party.

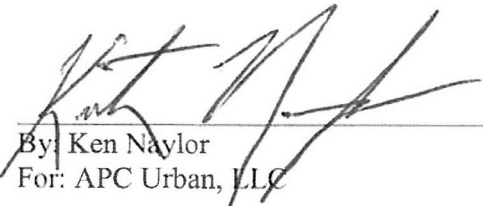
**SIGNATURES ON FOLLOWING PAGES**

SIGNATURE PAGE

**IN WITNESS WHEREOF**, the parties hereto have hereby duly executed and delivered this agreement as of the date first above written.

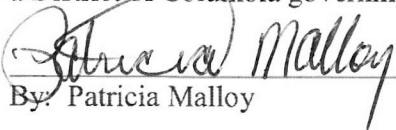
**PROVIDENCE PLACE DEVELOPER, LLC.**

  
By: Carson Wise Date 5/22/17  
For: Progressive National Baptist Convention Community Development Corporation

  
By: Ken Naylor Date 5.19.2017  
For: APC Urban, LLC

**ANC**

Advisory Neighborhood Commission 7C01,  
a District of Columbia governmental entity

  
By: Patricia Malloy Date 6<sup>pm</sup>-15-2017

**ANC**

Advisory Neighborhood Commission 7C05,  
a District of Columbia governmental entity

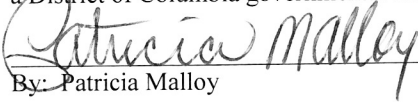
By: Mary L. Gaffney Date \_\_\_\_\_



## ANC SIGNATURE PAGE

ANC

Advisory Neighborhood Commission 7C01,  
a District of Columbia governmental entity

  
By: Patricia Malloy

6-8-17  
Date

ANC

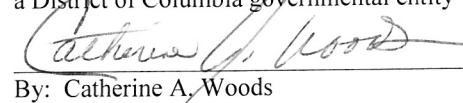
Advisory Neighborhood Commission 7C02,  
a District of Columbia governmental entity

By: Mary C. Morgan

Date

ANC

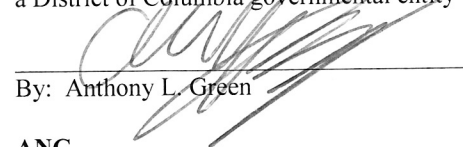
Advisory Neighborhood Commission 7C03,  
a District of Columbia governmental entity

  
By: Catherine A. Woods

8 June 2017  
Date

ANC

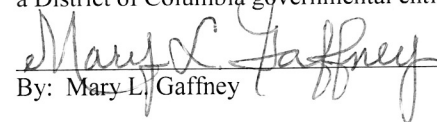
Advisory Neighborhood Commission 7C04,  
a District of Columbia governmental entity

  
By: Anthony L. Green

06/08/2017  
Date

ANC

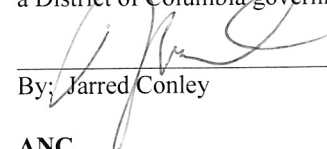
Advisory Neighborhood Commission 7C05,  
a District of Columbia governmental entity

  
By: Mary L. Gaffney

6-8-2017  
Date

ANC

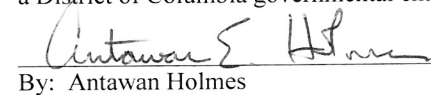
Advisory Neighborhood Commission 7C06,  
a District of Columbia governmental entity

  
By: Jarred Conley

6/8/2017  
Date

ANC

Advisory Neighborhood Commission 7C07,  
a District of Columbia governmental entity

  
By: Antawan Holmes

6/8/17  
Date

**ANC**

Advisory Neighborhood Commission 7C03,  
a District of Columbia governmental entity

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By: Catherine A. Woods

Date

**ANC**

Advisory Neighborhood Commission 7C04,  
a District of Columbia governmental entity

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By: Anthony L. Green

Date

**ANC**

Advisory Neighborhood Commission 7C07,  
a District of Columbia governmental entity

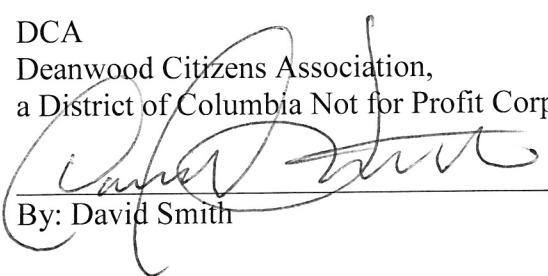
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By: Antawan Holmes

Date

**DCA**

Deanwood Citizens Association,  
a District of Columbia Not for Profit Corporation



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By: David Smith

Date

5/22/17