

Community Benefits Agreement
Between
1100 Eastern LLC
and
Advisory Neighborhood Commission 7C
and Deanwood Citizens Association

1. 1100 Eastern LLC (the “Developer”) has received approval of the District of Columbia Department of Housing and Community Development (“DHCD”) for the redevelopment of the real property located at 1100 – 1102 Eastern Avenue, NE and 5210 – 5216 Sheriff Road, NE (Square 5200, Lots 7000, 7001, 814, and 815 (formerly, Lots 0047, 0048, 0049, 0050 and 0805) (the “Property”). The new mixed-use project will contain approximately 63 apartment units for moderate-income households and approximately 3,900 square feet of retail space on the ground floor (the “Project”). The Property was formerly developed with a strip shopping center and is located within the boundaries of Advisory Neighborhood Commission 7C (“ANC 7C”) and the Deanwood Citizens Association (“DCA”).
2. Construction financing of the residential component of the Project is being provided by the District of Columbia Housing Financing Agency (“DCFHA”) and DHCD (“Construction Financing”) and closed on February 19, 2020.
3. The Developer has conducted community outreach regarding the Project, including, but not limited to, two ANC 7C meetings, two meetings with adjacent neighbors, two DCA meetings, a meeting with the ANC 7C Executive Board, and a DHCD presentation.
4. The Parties agree that ANC 7C and the DCA will support the Developer’s plan to develop the Project and its receipt of Construction Financing from DHCD and DCFHA based upon the Developer’s commitments listed below.
5. The Developer shall contribute a total of \$105,000 to non-profit organizations working within the jurisdictional boundaries of ANC 7C, as provided in this Section 5 and Section 6. The Developer shall pay the contributions provided in subsections 5a. through 5g. and \$10,000 of the contribution provided in Section 6 to DCA within three months of the effective date of this Agreement. DCA will distribute the funds to the listed organizations. The following organizations shall receive contributions:
 - a. Deanwood Citizens Association - \$ 37,000.00
 - b. Burrville Elementary School - \$3,000.00
 - c. Kelly Miller Middle School PTO - \$3,000.00
 - d. IDEA Public Charter School PTO - \$3,000.00
 - e. Houston Elementary School PTO - \$3,000.00
 - f. Ron Brown High School PTO - \$3,000.00
 - g. HD Woodson High School PTO - \$3,000.00

6. The Developer will contribute \$50,000 to the Deanwood Community Development Organization (“DCDO”) over the next five (5) years through contributions of \$10,000 per year. The funds will be used to conduct long-term community development planning. DCA will distribute the funds to DCDO.
7. The Developer will work with ANC 7C, the DCA, Ward 7 Business Partnership, the Latino Economic Development Center, the DCDO, and the Deanwood community as much as possible to identify retailers acceptable to Developer to rent the available retail space that are in line with the Deanwood community’s strategic growth plans.
8. The Developer will provide a single representative to the Deanwood community and provide consulting services (of up to 40 hours per year) in connection with its long-term planning. The Developer’s representative will work with the DCA and DCDO to coordinate other parties’ development efforts across the street in Maryland, including engagement with the Mayor of Fairmont Heights in planning.
9. The Developer will provide the DCA and ANC 7C with a single point of contact throughout the development of the Project to provide monthly updates on the status of the Project, and to coordinate with the Deanwood community to minimize impact to the surrounding neighborhood during construction, as practical.
11. The Developer shall require its general contractor to conduct a job fair for Ward 7 residents. The Developer will recommend to its general contractor that, to the extent possible based on guidance and restrictions of the Department of Employment Services, it hire contractors and laborers from the Deanwood neighborhood and greater Ward 7 area.
12. The Developer shall consult with the DCA and ANC 7C to ensure that all reasonable steps are taken to minimize noise and traffic congestion during construction.
13. The Developer shall make commercially reasonable efforts to secure and control access to the Property, or the portions thereof, upon which construction is occurring.
14. The Developer shall comply with all Green elements of the approved final plans for the Project.
15. The Developer shall perform the remediation of hazardous substances at the Property as required by the Voluntary Cleanup Action Plan that has been approved by the District of Columbia Department of Energy and Environment.
16. The Developer and DCA shall take steps to promote employment of local residents by employers within the Project. DCA shall identify up to two (2) individuals who will serve as unpaid interns to the Developer, including one student real estate development intern throughout the course of the construction of the Project. Residents of the Ward 7 community will have preference and may include local high school students participating in the STEAM program at HD Woodson HS, and students from Ron Brown CPHS, and/or IDEA PCS.
17. The Developer will work with the aforementioned Deanwood organizations to identify professional services such as environmental and geotechnical services for which training for Ward 7 community residents are not currently provided.
18. The Developer shall include maintenance of common area requirements in its contract with the Project’s management agent to ensure the Project and Property do not fall into disrepair.

- 19. Project leases shall provide that the landlord may impose fines for violations of Project rules and regulations.
- 20. The Developer shall request the DC Department of Transportation (DDOT) to conduct a traffic study and a safety study of the intersection of Division Avenue, Sheriff Road, and Eastern Avenue NE. These studies should review road safety especially on Eastern Avenue, implement traffic-calming improvements, and ensure safe pedestrian and bicycle facilities and connections to nearby areas. Should DDOT not have the resources to complete the studies in a timeline consistent with DCA objectives, the Developer shall work with the DCA to scope, identify, and select an independent consultant to complete the studies. This work shall form a part of the responsibilities of the Developer identified in Item 8. above.
- 21. Upon completion of construction of the Project, Developer will request the Project's management agent to meet with DCA to discuss DCA's proposal that the management agent establish a fund from a portion of its monthly management fee to help the Project's residential tenants purchase a home in the Deanwood neighborhood.
- 22. The DCA may publish the fully executed Agreement on its website.

The Parties hereto have duly executed this Agreement as of the latest of the dates confirmed by signature below, which shall be the effective date of this Agreement. This Agreement can be signed in counterparts or by DocuSign.

Developer

1100 Eastern LLC, a limited liability company

By: The Neighborhood Development Company, L.L.C.,
Its Managing Member

DocuSigned by:
By: Adrian Washington
Adrian Washington, Manager

Date: 7/17/2020 | 8:35 PM EDT

Deanwood Citizens Association

DocuSigned by:
By: Max Richman
Max Richman, Vice President

Date: 7/22/2020 | 3:46 AM PDT

Addendum from Deanwood Citizens Association Executive Board

This community benefits agreement stipulates the level and type of community benefit that the developer will provide to the citizens of Deanwood in conjunction with this project. In signing this document the Deanwood Citizens Association confirms agreement to that level and type of support in accordance with the end state negotiations with NDC. Signing this CBA does not convey agreement with the aspects of the project that DCA is in opposition to; specifically DCA opposes and has conveyed the details of the opposition beginning in 2016, to NDC, the Housing Finance Agency, and the City Council via delivered and written testimony to.

1) The project residential unit mix - The Deanwood Citizens Association does not support the high proportion of 1 bedrooms in the mix. This does not reflect the realities of the families that live in our community and their need for 2-4 bedroom units. Instead, it reflects the incentives of the city in meeting the mayor's affordable housing unit goals and the maximum revenue return for the developer.

2) The project retail mix - The Deanwood Citizens Association does not support the reduction of community-serving retail square footage at the Eastern Avenue gateway to our community. This project removes much needed retail space from the community, limiting access to basic services like childcare and removing opportunities for small businesses to locate in our community to serve residents.

The full testimony provided by the DCA is available on the DC Council website as well as the DCA website: <https://bit.ly/DCA-housing-testimony-2020>