

Community Benefits Agreement between Post Brothers and ANC 2A

This Community Benefits Agreement (CBA) is made as of December __, 2024 by and between Post Brothers, doing business as 2100 M Street NW Owner LLC (“Developer”), and Advisory Neighborhood Commission 2A (“ANC”), for the purpose of detailing the community benefits related to the development of the Developer’s building at 2100 M Street NW for Lot 75, Square 72 (“Property”).

Responsibilities of Organizations

Post Brothers: Shall deliver an acceptable CBA, in coordination with ANC 2A, and fulfill the commitments included in the CBA.

Advisory Neighborhood Commission 2A: Shall act as a representative body of citizens from the immediate community to address matters concerning the 2100 M Street NW development by reserving time in regularly scheduled or special meetings to discuss the project and inform residents on construction progress.

WHEREAS Post Brothers shall redevelop the Property by converting the existing vacant office building to residential use, producing 300 units of for-rent housing, including a habitable penthouse, along with nearly 20,000 square feet of ground-floor retail space (“Project”);

WHEREAS Post Brothers shall have the flexibility, as approved by the District of Columbia Zoning Commission and Board of Zoning Adjustment, to phase the construction of the Project;

WHEREAS Post Brothers presented their master plan for the Project to the ANC on September 18, 2024;

WHEREAS the ANC seeks to ensure that the Project provides appropriate and adequate public benefits and amenities for the West End and Foggy Bottom neighborhoods and the surrounding community;

WHEREAS the Parties have met and agreed to enter into this Agreement to outline the community benefits related to the Property;

WHEREAS the Parties intend for this MOU to be enforceable by the ANC.

NOW, THEREFORE, BE IT RESOLVED in consideration of the promises set forth herein, the Parties hereto agree as follows:

1. Community Contributions. All of the following will be donated in full within six (6) months of the Developer receiving all necessary financing for the project, which is anticipated to be within the first six (6) months of 2025. The Developer is required to inform the ANC of

the receipt of all necessary financing for the project within seven (7) days of receiving financing.

- a. Miriam's Kitchen
 - i. The Developer shall provide an unrestricted **\$215,000** donation to Miriam's Kitchen, a 501(c)(3) located in Foggy Bottom dedicated to supporting people to transition out of homelessness and into permanent housing to restart their lives.
 - ii. The Developer shall assist Miriam's Kitchen in their solicitation of further funds by sharing contact information from other firms and organizations in the real estate development industry.
 - b. Duke Ellington Statue
 - i. The Developer shall provide a **\$150,000** donation to the Foggy Bottom Association, a 501(c)(3) organization and civic association, restricted to support the construction of a memorial to Duke Ellington in Duke Ellington Park, 1201-1215 New Hampshire Avenue NW.
 - c. West End Library
 - i. The Developer shall provide a donation to the West End Library Friends, a 501(c)(3) organization supporting the West End Library, in the amount of **\$22,200**, restricted to pay for: (1) up to \$16,000 for the design, purchase, and installation (including required electrical and carpentry work) of a black-out shade/blind in the West End Library's large meeting room to facilitate daytime use of the room; and (2) the remainder, at least \$6,200, for the continuation and expansion of programming in the following areas: community salons, musical events, children's activities, and adult book discussion groups.
 - d. Schools in ANC 2A
 - i. The Developer shall provide an unrestricted **\$25,000** donation to the Home and School Association of the John Francis Education Campus. Should the Home and School Association not be able to receive the donation, the Developer will instead send an unrestricted \$25,000 donation to Miriam's Kitchen.
 - ii. The Developer shall provide an unrestricted **\$25,000** donation to the Parent Teacher Organization (PTO) of the Thaddeus Stevens Early Learning Center, affiliated with the Friends of Thaddeus Stevens Early Learning Center, Inc. Should the PTO not be able to receive the donation, the Developer shall send the \$25,000 allocated for this donation to Miriam's Kitchen.
2. Apprenticeship Program
- a. The Developer shall implement an apprenticeship program for the duration of the construction of the Project, in the model of previous apprenticeship programs that the Developer has led in their projects in Philadelphia, Pennsylvania, and seek registration and approval of this plan by the Department of Employment Services (DOES).

- b. Whenever reasonable, the Developer shall prioritize residents at the Aston, a District of Columbia government-operated non-congregate homeless shelter located at 1129 New Hampshire Avenue NW, and clients of Miriam's Kitchen for participation in the program. The Developer shall make efforts to reach out directly to both institutions to solicit candidates for the program.
 - c. The Developer will work with ANC 2A to define the functioning of the program and its benchmarks.
- 3. Ongoing Consultations and Reporting Notice
 - a. Upon execution of this agreement, the Developer shall provide electronic quarterly annual updates on the Project's progress to the ANC including, but not limited to, all updates required in this Agreement.
 - b. The Developer shall be asked to present semiannually to the ANC, in a publicly noticed meeting, the status of the Project's progress until the completion of the items in the prior two clauses.
- 4. ANC Support
 - a. The ANC agrees to support the Project as currently approved in Board of Zoning Adjustment Case No. 20291B and Case No. 20291C and presented to the ANC on September 18, 2024, and agrees not to oppose the development of the Project in its current form, unamended from the aforementioned cases and presentation, in any other forum.
 - b. The ANC agrees to support future applications to the Board of Zoning Adjustment related to the Project, so long as they do not represent material changes in building design or programming from the form presented to the ANC on September 18, 2024 and supported in an ANC resolution on October 8, 2024.
- 5. Severability, Mediation, and Binding Arbitration
 - a. Severability: if one or more provisions of this Agreement should be declared null and void or become unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement and of the Agreement as a whole shall not be affected. This agreement shall be construed under the laws of the District of Columbia.
 - b. Mediation: if a dispute arises out of or relating to any aspect of this Agreement between the ANC and the Developer, or the breach thereof, and the dispute cannot be settled through negotiation, the ANC and the Developer agree to use mediation before resorting to arbitration, litigation or any other dispute resolution procedure.
 - i. If a dispute arises out of or relating to any aspect of this Agreement between the ANC and the Developer, or the breach thereof, and the dispute cannot be settled through negotiation or mediation, the ANC and the Developer agree to use binding arbitration. The Developer agrees to pay any costs associated with arbitration.