

Definitions

- “ANC 2B” shall mean Advisory Neighborhood Commission 2B.
- “BZA” shall mean the District of Columbia Board of Zoning Adjustment.
- “BZA Application” shall mean Board of Zoning Adjustment Case No. 19133 for approval of a variance to allow construction of the Project.
- “Church” shall mean Saint Thomas’ Parish of the Episcopal Church.
- “Church Building” shall mean that portion of the Project containing the church sanctuary, and associated offices, community rooms, and other space to be used and occupied by the Church.
- “Construction Contractor” shall mean the general contractor overseeing and managing the construction of the Project.
- “Construction Liaison Committee” shall mean that committee as defined herein.
- “Indemnity Agreement” shall mean that agreement as defined herein.
- “J. River” shall mean J. River 1772 Church Street LLC, a single-purpose entity formed to own the Residential Building.
- “Neighboring Properties” shall mean 1755 P, 1757 P, 1763 P, 1765 P, 1767 P, 1501 18th, and 1770 Church Streets NW .
- “Neighbor(s)” shall mean residents and property owners within 200 feet of the Property.
- “Parking Garage” shall mean that portion of the Project containing the below grade parking spaces and utility rooms.
- “Parties” shall mean J. River, St. Thomas’ Church and ANC 2B.
- “Project” shall mean the residential and church building to be constructed on the Property pursuant to the BZA Application.
- “Property” shall mean 1772 Church Street NW (Square 156, Lot 369).
- “Residences” shall mean the condominium association for the Residential Building or the property management company for the Residential Building, as applicable.
- “Residential Building” shall mean that portion of the Project containing the residential units and the common areas for the residential units.
- “St. Thomas’ Church” shall mean Saint Thomas’ Parish of the Episcopal Church.

WHEREAS, the property that is the subject of this Agreement is 1772 Church Street NW (Square 156, Lot 369) in the District of Columbia (the “Property”);

WHEREAS, the Property is bounded to the north by Church Street, to the west by 18th Street, and to the south by a 12-foot public alley, and to the east by a row house.

WHEREAS, the Property is within the boundaries of ANC 2B;

WHEREAS, St. Thomas’ Church intends to construct a new building containing a sanctuary, community/meeting rooms, church offices, and other spaces for church activities on the west side of the Property;

WHEREAS, J. River intends to construct a new seven-story residential building with approximately 56 residential units that will incorporate the Parish Hall on the east side of the Property;

WHEREAS, together, the Church and the Residential Building will comprise one joint project and one building with one shared underground parking garage with 36 spaces (the “Project”); and

WHEREAS, the Applicant has applied to the Board of Zoning Adjustment (“BZA”), in Case No. 19133 (the “BZA Application”), for approval of a variance to allow construction of the Project.

WHEREAS, neighbors of the project have been or may be admitted by the BZA as parties in opposition to Application 19133;

WHEREAS, the Historic Preservation Review Board granted approval of the design concept, with certain conditions to be met (HPRB Action here appended);

WHEREAS, J. River and St. Thomas' Church desire to address various concerns raised by Neighbors;

WHEREAS ANC 2B recognizes the importance of promoting harmony in the neighborhood and seeks to contribute toward the improvement of its surroundings;

WHEREAS, J. River and St. Thomas' Church intend to operate with consideration for the neighborhood with respect to traffic, noise, and other factors; and to maintain communication with Neighbors and ANC 2B to the fullest extent possible;

WHEREAS, J. River and St. Thomas' Church desire to obtain the support of Neighbors and ANC 2B as necessary to fully implement the Project as proposed under this Agreement;

WHEREAS, J. River, St. Thomas' Church, Neighbors, and ANC 2B recognize the importance and necessity of working together closely to ensure, on a continuing basis, the compatibility of the proposed development with the qualities of the neighborhood.

Now, therefore, in consideration of the foregoing and of the agreements herein contained, and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Preconstruction Items:

- Transportation Analysis
 - J. River will engage the services of a traffic engineer to conduct a study on parking garage and loading access and management for the Project (the "Traffic Study").
 - Trip Generation Study
 - Alley Width/Configuration
 - Alley Management Plan
 - J. River will provide ANC 2B and the Neighbors 10 business days prior to a BZA hearing for review and comment on the Traffic Study.
- Arborist Assessment (Street Trees)
 - J. River will engage the services of a professional arborist to conduct an assessment of all existing street trees and provide applicable management and preservation measures during construction. If trees are deemed to need replacement, J. River will consult with the appropriate neighborhood groups including Dupont Circle Historic Main Streets and the Dupont Circle Conservancy for recommended options.
 - J. River agrees to preserve as many street trees along 18th and Church Streets as possible. Trees that are damaged and cannot be preserved will be replaced in accordance with District Regulations and in consultation with Dupont Circle Historical Main Streets and the Dupont Circle Conservancy. Trees that are damaged need not be replaced until after conclusion of construction.
- Permit Ready Plan Review
 - The Applicant will provide the ANC 2B Zoning, Preservation, and Development Committee with a presentation of the permit submission set of architectural plans and elevations (including selections of materials and colors for exterior finishes) prior to seeking final approval of the Project plans from the Department of Consumer and Regulatory Affairs ("DCRA"). The Applicant will provide notice to ANC 2B of

substantial revisions to the permit documents after issuance of permits.

- o J. River shall provide the Neighbors and ANC 2B with a set of permit applications, plans, and other exhibits when filed with DCRA and will provide the Neighbors and ANC 2B with copies of all building permits once issued.
- Existing Conditions Survey
 - o J. River will conduct pre- and post-construction surveys of the Neighboring Properties. The pre- and post- construction surveys of these properties will be used to document property conditions and to serve as a basis for insurance claims and maintenance reimbursement claims. If J. River is not permitted full access to a property to conduct a survey, then such property owner will not have any right to make a claim for reimbursement or repair under any provision of this Agreement.
 - o J. River will provide letters from licensed geotechnical and/or structural engineers addressed to the owners of the Neighboring Properties stating that these engineers have studied the plans and proposed construction techniques to be used for demolition and construction of the Project and they are of the opinion that the demolition and construction precautions to be taken by the contractors (which may include sheeting, shoring and underpinning or other approved methods, as necessary) will preserve the integrity of the Neighboring Properties and maintain them in the same condition they were in prior to the commencement of demolition and construction. All completed survey documents will be provided to the Neighboring Property owners.
 - o St. Thomas' Church and J. River will, prior to commencement of demolition, and after the Neighboring Properties have been fully examined and condition documented by the existing conditions survey, execute an indemnification agreement (the "Indemnity Agreement") in favor of the owners of the Neighboring Properties indemnifying and holding them harmless from and against any damages caused to these properties by the demolition and construction to be undertaken by St. Thomas' Church and J. River. The Indemnity Agreement will also indemnify for personal injury or property damage caused by the demolition/construction process in or about the Neighboring Properties. The Indemnity Agreement will be substantially in the form attached as Exhibit _____. A Neighboring Property owner will execute the Indemnity Agreement promptly after a request from J. River or St. Thomas' Church, but in no event will the Neighboring Property owners have more than 10 days to execute the Indemnity Agreement after such request from J. River or St. Thomas' Church. Failure to execute an Indemnity Agreement within 10 days of such request will render this section null and void as to that Neighboring Property owner. Neither demolition nor construction will begin until the later of (i) execution of an Indemnity Agreement by each of the Neighboring Property owners, or (ii) the end of such 10-day execution period for all of the Neighboring Property owners. The Neighboring Property owners shall be entitled to enforce the provisions of an executed Indemnity Agreement in court rather than through arbitration. It is the intent of the Parties that the Indemnity Agreement shall be finalized no later than 30 days after St. Thomas' Church and J. River first presents it to the Neighboring Property owners.
 - o If the Neighboring Properties are damaged by St. Thomas' Church or J. River's excavation or construction activities and rendered unusable or uninhabitable, then St. Thomas' Church or J. River, as applicable, will secure and pay for reasonable alternative temporary accommodations until the damaged premises are repaired to a habitable condition.
 - o Either J. River and/or St. Thomas' Church, as applicable, shall be permitted to adjust any claims of damage under the applicable insurance policies before being compelled to perform and repairs to the Neighboring Properties.
- Settlement Monitoring
 - o J. River will install monitoring equipment throughout excavation to detect settlement that may occur during and because of construction.

- Sequencing of Church/Residential Construction
 - The Sequencing of the Church/Residential Construction (ie: permitting, contractor selection, etc.) will strive to be concurrent so as to avoid prolonged construction disruption.
 - Construction of the above-grade portions of either the Residential or the Church Building will not begin without the consent of the Construction Liaison Committee or until building permits are approved and General Contractor agreements are signed for the construction of both portions.
 - If the sequencing of the Church and Residential Buildings are not concurrent, temporary restorative conditions will be provided that minimizes the prolonged appearance of a vacant site.
- Sidewalk/Alley/Roadway Restrictions
 - The Applicant will provide the ANC 2B Zoning, Preservation, and Development Committee with a presentation of the Traffic Control and Staging Plan prior to seeking final approval of such plan from DDOT.
- Overall Project Schedule
 - At least fourteen (14) days prior to the commencement of excavation and above-grade construction of the Project, J. River and St. Thomas' Church will provide ANC 2B with an estimated construction schedule and timeline. J. River and St. Thomas' Church shall provide a quarterly schedule update to ANC 2B at its regularly scheduled meeting and provide monthly written updates to the ANC 2B07 SMD Commissioner.
- Rat Management Plan
 - J. River and St. Thomas' Church agrees to develop a rat control program in conjunction with the construction management plan.
- Storm Water Management Plan
 - J. River and St. Thomas' Church agrees to provide, as soon as completed, an engineer's report to ANC 2B on the effect of storm drainage both during and after construction on the properties in the area and to take remedial measures, if recommended by the engineer, to assure that storm runoff due to the construction and the completed Project shall not damage the Neighboring Properties.
- Contractor Obligations
 - J. River's contract(s) for demolition and construction will provide that there will be no dynamite (or similar) blasting, and that excavation will be carried out in such a way as to minimize the risk of damage to or settlement of any properties, but particularly the Neighboring Properties.
- Construction Consultant:
 - The Neighbors may appoint a consultant to monitor construction of the Project (the "Construction Consultant"), acceptable to J. River, St. Thomas' Church, and the Construction Contractor after April 30, 2016. Once selected, the Construction Consultant may not be discharged by J. River, St. Thomas' Church, or the Construction Contractor.
 - The Construction Consultant's duties will be as follows:
 - Monitor construction on a regular basis, limited to matters pertaining to this Agreement.
 - Serve as an advisor to the Neighbors, ANC 2B, and other affected residences and businesses, (to the extent they want to participate) with respect to matters relating to this Agreement.
 - Receive J. River consultant qualifications for environmental remediation and settlement monitoring.
 - Advise J. River or St. Thomas' Church's Construction Contractor or other responsible parties of any violations of the Agreement.
 - Serve as a recipient of notices, information, warnings and other items of communication which affect or may affect the Neighbors or the

neighborhood.

- Sound and Light Mitigation
 - J. River and St. Thomas' Church will use commercially reasonable efforts to minimize the generation of noise in accordance with all District of Columbia regulations during excavation and construction. J. River and St. Thomas' Church, as applicable, will provide prior notice to neighbors via flyers and an email list received from ANC 2B when to expect the greatest impacts due to construction noise.
 - J. River and St. Thomas' Church shall provide ANC 2B and the Construction Consultant with e-mail alerts and extra-net communications regarding any instances when construction is likely to produce considerably more noise than usual for construction or increased noise levels for more than four (4) hours.
 - Night-time utilization of generators and light will be minimized and positioned in such a way as to not impact neighboring residences.
 - During construction of the Project, the Construction Contractor will endeavor to use lighting with the minimum lumens necessary to provide good visibility. It is preferable to use warm color tones (below 3000K).

Construction Items

- J. River and St. Thomas' Church agrees that during construction of the Project, J. River, St. Thomas' Church, and its contractors shall be subject to the following rules:
 - Contractors shall work closely with the Neighbors and ANC 2B to minimize disturbances during construction to keep to a minimum noise, traffic, vibrations, air pollution, and other adverse effects from construction.
 - Construction trash shall not be collected before 7:00 a.m. or after 7:00p.m.
 - No pile driving is expected but, should unforeseen circumstances warrant pile driving, J. River will notify the Neighbors at least two weeks in advance and provide them with the basis for the pile driving.
 - Construction workers shall be encouraged through their respective contracts to avoid parking on Church Street, P Street, and Q Street between 17th and 18th Streets.
 - Contractors shall comply with the "Cooper Code", a plan governing truck traffic developed by ANC 2B and attached hereto as Exhibit ____.
 - Construction-related activities shall not start before 7:00 a.m. nor continue after 7:00 p.m. on weekdays.
 - Weekend exterior construction activity, if any, shall be confined to a period of 8:00 a.m. to 7:00 p.m. on Saturdays.
 - J. River, St. Thomas' Church, and its Construction Contractor will not engage in any construction, other than emergency repairs, on Sunday.
 - The construction crane shall be operated as required by applicable laws and regulations and according to the standards of the industry in Washington, D.C.
 - J. River and St. Thomas' Church shall comply with the construction traffic control plan to be developed by the Construction Contractor and approved by DDOT. J. River and St. Thomas' Church shall carry out the plan so as to minimize negative impact on Neighbors.
- Point of Contact Identification
 - J. River and St. Thomas' Church will designate a "point person" and will provide their name, email, and cell phone number to ANC 2B to disseminate to the Neighbors. This person will be available during work hours and after hours throughout demolition, environmental remediation, and construction to respond to Neighbors' concerns.
- General Liability Insurance
 - J. River will name the condominium association located at 1770 Church Street NW as an additional insured property on its construction liability insurance policies. J. River and St. Thomas' Church shall carry general liability insurance

policies consistent with standard practices.

- Environmental Remediation
 - J. River will notify the Neighbors if it finds levels of contamination that pose a risk to public health, according to District Department of Energy and the Environment (“DC DOEE”) standards. ANC 2B will provide contact information for the Neighbors – including email addresses, mailing addresses, and phone numbers – to J. River within one month after the effective date of this Agreement. The notification must be delivered via email, or telephone call where email is not available, within one business day of discovery and followed up with a written notification sent via U.S. Mail. J. River will use commercially reasonable diligent efforts to complete excavation for the Project within 100 days after the issuance of a building permit. However, such deadline may be extended for conditions or circumstances that are outside J. River’s control and not reasonably foreseeable, including the discovery of material hazardous waste contamination. If, during the course of remediation, levels of contamination are found that pose a significant risk to public health, according to DOEE standards, then J. River will use commercially reasonable diligent efforts to complete the remediation as quickly as possible. J. River shall cause a full remediation and removal of all hazardous materials from the Parish Hall in accordance with all applicable laws and regulations.
- Alley and Parking Access (Incl. Notice of Closure)
 - During excavation and construction, J. River will use commercially reasonable efforts to not obstruct (and to cause its contractors, suppliers, employees, or agents to not obstruct) the alley running along the south side of the Property so that neighbors may come and go from their parking spaces. In the event that a temporary alley closure or blockage is necessary, J. River or St. Thomas’ Church, as applicable, will provide two (2) business days prior notice to those Neighbors with access to the alley via email, telephone, and flyers (based on the list provided by ANC 2B).
 - If a temporary alley blockage lasts more than 8 hours, then J. River or St. Thomas’ Church will work with affected Neighbors to find a mutually agreeable solution to find off-street parking for those neighbors who cannot access their parking spaces from the blocked alley.
- Construction Mitigation
 - J. River will use commercially reasonable efforts to minimize the generation of dust in accordance with all District of Columbia regulations and standards of the industry in Washington, D.C. during excavation and construction. This will include periodic watering of soils and daily cleaning of the Project site.
- Alley Resurfacing
 - Provided that DDOT will issue all necessary approvals, J. River will resurface the alley for the length of the Property (i.e., between the sidewalk on the west and eastern property line) with asphalt over the existing alley surface after completion of the Project.
- Handicap Access
 - J. River or St. Thomas’ Church, as applicable, will ensure that handicap access (if currently available) to residential buildings within 200 feet of the Property will not be obstructed at any time during construction.
- Fire Egress Access
 - J. River or St. Thomas’ Church, as applicable, will ensure that fire egress access to residential buildings within 200 feet of the Property will not be obstructed at any time during construction.

Construction Liaison Committee

- No later than February 1, 2016, the Parties will establish a five-person Construction Liaison

Committee that will include a representative of J. River, a representative of the Church, a representative of the ANC 2B, and two representatives of the Neighbors (the “Construction Liaison Committee”).

- The Construction Liaison Committee will be dissolved and eliminated 12 months after the Project receives a certificate of occupancy.
- The J. River and St. Thomas’ Church representatives to the Construction Liaison Committee will have the authority and responsibility to commit J. River and St. Thomas’ Church, respectively, with respect to its past and future conduct (i.e., to acknowledge a problem, to commit to and enforce corrective measures to prevent recurrence, and to accept the decision of the committee).
- The ANC will designate a member with primary responsibility over this Project to serve on the Construction Liaison Committee. The ANC will provide such authority to the member as is permitted by statute and by its customary rules and procedures so as to facilitate speedy participation and resolution of problems.
- The Construction Liaison Committee, or their designated representative, will receive and screen complaints alleging a violation of this Agreement and will communicate meritorious complaints to J. River and St. Thomas’ Church prior to, during, and after construction.
- Before initiating a proceeding, the complaining party, as appropriate, will attempt to adjust and resolve the matter with J. River and St. Thomas’ Church. J. River and St. Thomas’ Church shall use its best efforts to resolve the issue as promptly as possible without an outside cure date of 14-days from receipt of a formal complaint. After 7-days following receipt of a complaint, if the issue remains unresolved, J. River and St. Thomas’ Church will notify the Construction Liaison Committee. As part of such effort, J. River and St. Thomas’ Church will consider modifying its operations in such a way as to avoid repetitive violations. If the issue is not resolved, the complaining person or party, J. River, or St. Thomas’ Church, shall notify the Construction Liaison Committee. The Construction Liaison Committee shall attempt to resolve the problem within 30 days to the satisfaction of all members of the Construction Liaison Committee. During this process, J. River, St. Thomas’ Church, ANC 2B, and Neighbors are committed to working in good faith toward resolution of the problem. If the Construction Liaison Committee cannot resolve an issue brought before it, the Construction Liaison Committee may initiate binding arbitration by a majority vote of its members.
- The Construction Liaison Committee will appoint a neutral third party arbitrator who is not a representative, member, or resident of J. River, St. Thomas’ Church, ANC 2B, or the Neighbors (the “Arbitrator”) from time to time by unanimous consent. The Arbitrator will interpret and enforce this Agreement when binding arbitration is voted on by the Construction Liaison Committee. The appointment will be renewable annually by unanimous consent, but the Arbitrator will continue to serve until its successor is selected and qualified. The Arbitrator will recommend a successor before resigning or otherwise leaving the position.
- On as expeditious a schedule as possible, the Arbitrator shall conduct a proceeding where, with minimum formality, the Arbitrator will hear the complaints, decide whether relief shall be granted, and issue an appropriate decision. The ruling of the Arbitrator shall be made within 30 days after conclusion of the hearing and shall be binding and conclusive and shall not be subject to appeal. It may be entered by any party as a judgment under D.C. Code §§16-4310, 4311 or 4312 and be enforceable through the Superior Court of the District of Columbia as provided by D.C. Code§ 16-4313, as amended from time to time.
- If the Arbitrator rules substantially in favor of the complaining party, then it may impose penalties deemed appropriate by the Arbitrator, with consideration for the following:
 - First, a direction similar to an injunction or cease and desist order to J. River and/or St. Thomas’ Church to refrain from certain conduct or to undertake certain conduct, consistent with the Agreement in cases of substantial and repeated violation;
 - Then for a substantial violation (that is, other than a minor non-compliance) a fine of up to \$1,000 per infraction for the first three infractions in any one calendar year; and

- o up to \$2,000 per infraction for each subsequent infraction;
 - o Penalties will be donated to a § 501(c)(3) organization(s) selected by the penalized party.
- If the Arbitrator rules substantially in favor of the complaining party, then the Arbitrator's fees shall be paid by J. River and/or St. Thomas' Church. If in the Arbitrator rules substantially in favor of J. River and/or St. Thomas' Church, then the Arbitrator's fees shall be paid by the complaining party that initiated the proceeding. If the Construction Liaison Committee provides unanimous consent that clarification on the terms of the Agreement is required through arbitration, then the Arbitrator's fees shall be paid fifty percent by J. River and/or St. Thomas' Church and fifty percent by the complaining party.
- It is further understood that ANC 2B may independently bring forward its own concerns under District laws and regulations.

Community Communications Forum

- Following the dissolution of the Construction Liaison Committee, a Community Communications Forum will be established. The Forum will be held quarterly as a way to facilitate communication and disseminate information between Neighbors, St. Thomas' Church, and the Residences.

Operational Items:

- Public & Private Outdoor Space
 - o Usage
 - Use of common public roof decks/terraces and other common outdoor spaces in the Residential Building will be limited to the hours of 9:00AM to 10:00PM on Sunday through Thursday and 9:00AM to 12:00AM on Friday and Saturday.
 - St. Thomas' Church will limit the use of its roof deck by persons renting such space to the hours of 9:00AM to 11:00PM on Monday through Thursday and 9:00AM to 12:00AM on Friday through Sunday. St. Thomas' Church will require such renters to move any food, beverages, and amplified music indoors before 10:00PM on Monday through Thursday and 11:00PM on Friday through Sunday.
 - o Programming
 - The primary programming of the Residential Building's common outdoor space will be for individual and small group uses.
 - o Community Use
 - Use of common outdoor space on the Residential Building will be restricted to building residents and their guests only. Non-residents or outside groups shall not be permitted to lease or use the residential common outdoor space.
 - o Noise Controls
 - J. River or the Residences or the Church, as applicable, will take reasonable steps to minimize noise generated by use of the Project's common outdoor space. Noise levels in the Project's common outdoor spaces shall not exceed those permitted by the applicable noise regulations. (20 DCMR § 2701).
 - There shall be no amplified noise in the Residences' common outdoor spaces, excluding fire alarm systems.
 - o Light Controls
 - Along the alley, where possible, lights on the Project will be shaded and pointed down to minimize any light spillage to neighboring properties, including lighting in the residential balconies and the proposed church roof deck. Where possible, lights will be on timers and/or motion sensors.
 - o Privacy
 - J. River or the Residences or the Church, as applicable, will take commercially reasonable steps to protect the privacy of neighboring

properties from use of the Residential and Church Buildings common outdoor space.

- Rear Door Access/Restrictions
 - Use of the rear door to the Residential Building (from the alley) shall be restricted to residents and deliveries only. Visitors shall enter the Residential Building only from Church Street.
- Property Management Contact Identification
 - The Residences shall maintain regular contact with the Neighbors. The condominium association or property management company shall provide the Neighbors with the current names and contact information for all condominium association board members (if self-managed) or property management team members.
- Parking by Community
 - When the parking garage in the Project becomes operational, excess parking may be offered for rent or sale to members of the broader community at the discretion of the Church and the Residences.
 - No on-street parking shall be permanently eliminated.
- Logistics Regarding Events
 - The traffic engineer shall study the use of Church for funerals, weddings, other Special Events, and other potential future uses as requested by ANC 2B during the traffic engineer study process, and recommend a traffic control plan for such events.
- Events
 - Administration:
 - St Thomas's Church will store sufficient tables and chairs so that deliveries of such equipment will be minimized.
- Deliveries to the Project (including residential move-ins)
 - The Traffic Study will recommend a loading management plan to minimize impacts of loading.
 - Trucks accessing the Project will not make deliveries from 18th Street.
 - Entry to the rear of the Project by delivery trucks accessing the designated loading berths shall be from the alleyway.
 - St. Thomas' Church and the Residences shall use best efforts to assure that delivery trucks and catering trucks accessing the Project will not be parked on or queued up in the alley at any time.
 - Recognizing that on rare occasions the Residences and/or St. Thomas' Church may have no alternative to hindering the free flow of cars for a prolonged period in the alleyway, the Parties agree that St. Thomas' Church and/or the Residences will make arrangements acceptable to effected community members to relocate temporarily-as many as 5 cars - for the period beginning no later than four (4) hours before and ending no earlier than four (4) hours after such blockage.
 - All deliveries, loading, and unloading of equipment and supplies shall be at the rear of the Project. Loading, unloading, and deliveries will begin no earlier than 7:00 a.m. and will be completed before 8:00 pm unless an event concludes later after which time all loading shall occur promptly after the event concludes.
 - One loading dock shall be maintained at all times for truck loading and unloading.
 - Trucks parked in the loading space shall not extend into the alley for a prolonged period of time.
 - Vehicles servicing the Project shall not idle on Church Street or 18th Street or adjoining alleys for a prolonged period of time.
 - The portion of the alley from 18th Street to and including the rear of the Project shall be monitored by closed circuit camera.
 - St. Thomas' Church and the Residences shall monitor and resolve illegal parking or vehicle blockage of the alley by vehicles servicing the Project.
 - Through contract or otherwise, St. Thomas' Church and the Residences will advise its vendors and other delivery personnel of the agreed-to restrictions on alley and

street usage, and will take all necessary and appropriate action to enforce compliance.

- **Trash Collection**
 - Trash shall not be collected before 7:00 a.m. or after 7:00 p.m. and shall be collected at the rear of the Project.
 - The Church and the Residences will use their best efforts to coordinate trash pickup with other buildings to reduce the use of the alley by trash trucks. In addition, the Church and the Residences will provide Neighbors with access to the alley with the opportunity to join in a multiple contract with the Church and Residences to reduce the cost and disruption of trash pickup.
- **Parking**
 - Whenever possible, St. Thomas' Church will utilize parking space available in its garage. St. Thomas' Church will encourage, for all events, the use of public transportation.

ANC Support of the Project

- ANC 2B (consistent with its rules) will unconditionally support in writing the BZA Application, and the applications (if any) before the D.C. Historic Preservation Review Board, the Mayor's Agent for D.C. Law 2-144, the Office of the Surveyor, and any other D.C. agency, if requested by St. Thomas' Church and J. River, provided it is consistent with this Agreement. Furthermore, ANC 2B will advise D.C. Council members who communicated with any D.C. agency of the Neighbors' and ANC 2B's supportive position.
- If the BZA does not approve the BZA Application, then this Agreement shall be null and void.
- If any litigation, appeal, or other contest of the Project and its entitlements results in J. River and St. Thomas' Church being unable to construct the Project as proposed in the BZA Application, then this Agreement shall be null and void.
- If any decision of the Zoning Administrator or the approved BZA Application concerning the Project is appealed to the judiciary, then each of J. River and St. Thomas' Church shall have the right to terminate this Agreement.

MOU General Items

- **Term of Agreement**
 - This agreement shall terminate eight (8) years after the receipt of a Certificate of Occupancy for the Project and shall have no further force or effect.
- **Enforcement**
 - If a majority vote of the ANC determines that either J. River or St. Thomas' Church has not fulfilled its obligations under this Agreement, then any Neighbor shall be permitted to take all necessary legal action to enforce this Agreement.
- **Choice of Law**
 - All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
- **Modifications**
 - Modifications, waivers, and consents regarding this Agreement shall be binding only if in writing and signed by all Parties.

EXHIBIT

**– The Cooper Rules –
Safety Standards for Construction Vehicles**

1. Before a trucking company starts a project, the excavation company must require documentation of:
 - All necessary licenses and permits;
 - Any accidents or citations involving trucks or on-duty drivers for the prior year;
 - The last required federal inspection;
 - Adequate liability insurance;
 - Current federal safety report;
 - A pledge not to pay speeding tickets for drivers.
2. If any of the above information changes or expires during the project, the trucking firm must update its records.
3. Before work starts, the excavation company shall certify that the trucking company has complied. The certification shall be placed on the truck's windshield, with a list of each driver authorized to drive the truck.
4. Before any driver starts work on a project, the excavation company must inspect the driver's commercial license to make sure it is current and appropriate for the job.
5. The excavation company must identify routes for drivers that minimize the use of streets through residential areas.
6. The excavation company must not require or recommend that drivers take any other routes.
7. If the excavation company uses how long a trip takes to measure a trucker's performance, the standard shall be the "reasonable" time it takes to drive the recommended route.
8. The excavation company must not load any truck with more weight than the maximum allowed in any jurisdiction in which the truck is driven.

Adopted by ANC 2E on October 5, 1999.

EXHIBIT

INDEMNIFICATION AGREEMENT

[SUBJECT TO ATTORNEY REVIEW]

This Indemnification Agreement ("Agreement") is made and entered into this __day of _____, 20__ by and between J. River, a _____ (hereafter, "J. River") and _____ and _____, and their successors and assigns (hereafter, "Home Owners" or "Owners"). Together, J. River, St. Thomas' Church and the Home Owners are known as the "Parties."

WHEREAS, Home Owners are the residents in and owners of parcels of real property recorded in the Office of the Surveyor of the District of Columbia known as Lots ____ in Square _____. (the "Indemnified Property"); and

WHEREAS, Saint Thomas' Parish of the Episcopal Church (the "Church") is the owner of a parcel of real property recorded in the Office of the Surveyor of the District of Columbia known as Lot 369 in Square 156, bearing the street address of 1772 Church Street N.W., Washington, D.C.; (the "Development Property") and

WHEREAS, The Church is also the owner of Lot ____ in Square _____ which will be used as a construction staging area; and

WHEREAS, J. River will develop and construct a new residential and church building on the Development Property (the "Project"); and

WHEREAS, J. River and the Church have filed Application No. 19133 with the District of Columbia Board of Zoning Adjustment ("BZA") to obtain variance relief to allow construction of the Project (the "BZA Application"); and

WHEREAS, the Home Owners, J. River and Advisory Neighborhood Commission 2B have entered into a certain Neighborhood Cooperation Agreement pursuant to which J. River has modified its plans for the demolition and subsequent construction of the Project; and

WHEREAS, the Owners agree to support the BZA Application as modified pursuant to the Neighborhood Cooperation Agreement provided that J. River enters into: (1) the Neighborhood Cooperation Agreement; and (2) this Agreement.

NOW, THEREFORE, in consideration of the promises hereafter set forth and in consideration of the execution of the Neighborhood Cooperation Agreement and of this Agreement, it is hereby agreed by and between the Owners and J. Rivers as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference.
2. **Condition Documentation.** Prior to the commencement of any demolition or construction of the Project, an engineer or consultant for J. River shall, at J. River's expense, document the condition of the Home Owners' properties by taking photographs, videos, and other measurements to document the conditions of the Home Owners' properties (the "Survey"). The Home Owners will allow reasonable access to all areas of their properties for the purpose of enabling this documentation to take place. J. River shall, promptly following the inspection and documentation and prior to the commencement of any demolition or construction work for the Project, provide the Survey to the Home Owners without cost. Home Owners will review the Survey and acknowledge the accuracy thereof in writing within ten (10) business days of receipt of the Survey. The Home Owners will represent and warrant that to the best of their knowledge, information and belief, there are no defective conditions known to them but not apparent.

3. **Indemnification.** J. River hereby indemnifies and holds harmless the Home Owners as follows:

- (a) from and against any and all damages arising from personal injury to the Home Owners, their respective agents, tenants, contractors, guests, licensees, invitees, servants

,and employees on or about the property of the Home Owners ("Owner Indemnitees"); and [E.G., THIS PROVISION APPEARS TO NEED A LIMITATION TO ACTIONS BY J. RIVER/ST THOMAS' CHURCH]

(b) from and against any and all property damage to any portion of the Indemnified Property caused by J. Rivers, its officers, employees, agents, contractors, consultants or workmen, including but not limited to any contractor, subcontractor, sub-subcontractor, supplier of equipment or supplies, laborer or other person or entity who or which in any way participates in or contributes to the demolition or construction of any part of the Project, whether by way of commission or omission (a "J. River Party").

(c) Further, J. River hereby indemnifies and holds harmless the Home Owners from and against any all claims asserted against them by claimants who assert that they have suffered damage emanating from the Home Owners' property but caused by an act or omission of a J. Rivers Party occurring during and related to the demolition or construction of the Project.

(d) In any instance in which indemnification is provided to the Home Owners, as above described, J. Rivers shall, promptly after notification and inspection of the personal injury and/or damage sustained, provide full and complete compensation for personal injuries suffered to the full extent of the law of the District of Columbia then in effect and for property damage for which indemnification is provided herein or J. Rivers may remediate such damage at

its expense. In the event that damages caused during the demolition or construction of the Project to the Indemnified Property renders the Indemnified Property actually uninhabitable by the Home Owners (taking into consideration any physical disability which affects them), J. River shall also provide fairly comparable alternative housing in the vicinity of the Indemnified Property during the period it is uninhabitable.

4. **Notification and Legal Expenses.** In any instance in which the Home Owners have suffered personal injury or property damage for a loss covered by paragraph 3, and as a condition of indemnity hereunder, they shall provide written notice to J. River within 30 days of their awareness of such loss, damage or claim. In any instance in which a claim is asserted against the Home Owners pursuant to paragraph 3(c), the Home Owners, as a condition of indemnity hereunder, shall, within 15 days of notice thereof, notify J. Rives of such claim, providing a copy of all documents relating thereto. In the event that the Home Owners incur legal expenses in the enforcement of the provisions of this Indemnification Agreement, whether by way of litigation or otherwise, and Home Owner prevails therein, J. River shall reimburse them for their reasonably incurred legal costs.

5. **Insurance.** J. River shall maintain personal injury and property damage insurance coverage for the Indemnified Property in the amount of One Million Dollars (\$1,000,000) per person and Three Million Dollars (\$3,000,000) per incident, respectively, until 180 days after a certificate of occupancy is issued for the Project. Each such insurance policy shall name the Home Owners as additional insureds and shall provide that such policy shall not be cancelled or terminated without thirty (30) days' prior written notice to the Home Owners. A copy of each insurance policy required by this paragraph, or a certificate evidencing such policy shall be submitted to the Home Owners prior to commencement of construction. J. River will endeavor to require each such insurer to deliver copies of renewal certificates at least thirty (30) days prior to expiration of the policy issued by such insurer. In any event,

promptly upon receipt of written request of the Home Owner, J. River will deliver to such home Owners copies of renewal certificates.

6. **Effective Period of this Agreement.** This Agreement shall take effect on the date of execution and shall continue in effect until 365 days following the date that J. Rivers obtains a Certificate of Occupancy for the completed Project, provided, however, that any claim arising prior to the date thereof, even if subsequently asserted, shall continue to be covered by the provisions of this Agreement.

7. **Notices.** All notices required by this Agreement shall be deemed effectively given if provided in writing and delivered personally, by facsimile or by certified mail, return receipt requested, on the following:

If to the Home Owners:

With a copy to:

If to J. Rivers:

With a copy to:

A party may change its notice address by providing written notification to the other party at any time.

7. **Miscellaneous.**

(a) This Agreement shall be construed according to the laws of the District of Columbia and may be enforced in any court with jurisdiction of the subject matter in the District of Columbia.

(b) This Agreement will be effective on the date of the last signature hereto. Signatures may be affixed on different counterpart copies all of which being read together shall constitute one and the same instrument. A facsimile signature shall be deemed equally effective as an original.

(c) This Agreement may not be amended or modified except in writing and signed by both Parties.

IN WITNESS WHEREOF, intending to be bound, the parties have signed this

Agreement on the dates stated below:

Date: _____

Date: _ _ _ _ _

J. River
