

MEMORANDUM OF UNDERSTANDING  
BETWEEN ANC 3E AND STREET RETAIL, INC.  
FOR A PLANNED UNIT DEVELOPMENT AT 5333 WISCONSIN AVENUE NW

This Memorandum of Understanding (the “**MOU**” or “**Agreement**”) is made this 2<sup>nd</sup> day of December 2022 by and between Street Retail, LLC (“**Developer**”) or its successors and assigns, and Advisory Neighborhood Commission 3E (“**ANC 3E**” or the “**ANC**”). Developer and the ANC are collectively referred to herein as the “**Parties.**”

**RECITALS**

WHEREAS, Developer, an affiliate of Federal Realty Investment Trust (“**Federal Realty**”), is the owner of the property located at 5333 Wisconsin Avenue NW (Square 1661, Lot 855) in the District of Columbia (the “**Property**” or “**Subject Property**”);

WHEREAS, the Subject Property is within the boundaries of ANC 3E, and District of Columbia law designates the ANC to represent the community in planned unit development (“**PUD**”) and related proceedings;

WHEREAS, Developer has applied for approval of PUD and related Zoning Map Amendment (the “**Application**”) from the D.C. Zoning Commission (“**ZC**”) in Case No. 96-13A (the “**ZC Case**”), and the Map Amendment requests the Commission to rezone the Subject Property to MU-9A;

WHEREAS, Developer intends to construct a new-mixed use building with ground floor retail, underground parking, and approximately 310 residential units (the “**Project**”), as shown on the plans included in the record of the ZC Case (the “**Proposed Plans**”);

WHEREAS, Developer has agreed to certain benefits and mitigation measures in exchange for support by the ANC of the PUD;

NOW THEREFORE, provided that ANC 3E supports the Project and the ZC Case (“support” shall be indicated by a majority vote of the ANC on a resolution or motion recommending approval of the ZC Case, and the ANC shall otherwise be free to opine on aspects of the project as it sees fit), Developer agrees to the following:

**BUILDING-SPECIFIC PUBLIC BENEFITS**

1. Affordable Housing. Developer will devote 15.43% of the Project’s residential floor area to Inclusionary Zoning (“**IZ**”) units. Two of the IZ units will be reserved for families at or below

30% of the median family income (“**MFI**”), half of the IZ units will be reserved for families at or below 60% MFI, and the balance of the IZ units will be reserved for families at or below 50% MFI. The affordable housing in the Project shall be commensurate with the following, subject to the final plans approved by the Zoning Commission:

Residential Unit Type	Residential GFA/% of Total	Income Type	Affordable Control Period	Affordable Unit Type	Notes
<b>Total</b>	371,000 sf		Life of Project	Rental	NA
<b>Market Rate</b>	315,715 sf/84.57%	Market	Life of Project	Rental	NA
<b>IZ</b>	2 units @ 800 sf = 1,600 sf	30% MFI	Life of Project	Rental	NA
<b>IZ</b>	29,425 sf/7.93%	60% MFI	Life of Project	Rental	N/A
<b>IZ</b>	Remaining balance: 57,250 sf/15.43% – 1,600 sf (2 units @ 800 sf) – <u>29,425</u> <u>sf/7.93%</u> 26,225 sf	50% MFI	Life of Project	Rental	*Remaining balance of IZ set-aside provided at 50% MFI depends on GFA attributable to two 30% MFI units.

2. Building Design Features: The design of the Project will include the following:
  - a. A minimum of 10,500 square feet of retail space on the ground floor
  - b. LEED Certification at the Gold level.
  - c. 10 electric vehicle charging stations, two of which will be available to the public for charging in a publicly accessible portion of the parking garage.
  - d. 10 long-term bicycle parking spaces for residents on the ground floor.
  - e. Two residential units will be built-out to the ANSI A standard prior to the lease-up of the building. One of these units will be market-rate, and one will be an IZ unit.
  
3. Restricted Uses: The following commercial uses, even though permitted within the MU-9A zone as a matter-of-right or with special exception approval, will not be permitted in the Project: sexually-oriented business establishment; a check-cashing establishment; a bail-bond establishment; a pawnbroker; a marijuana dispensary; a mattress store; or a head/smoke/vape shop. The Developer further agrees to enter into a lease with no more than one bank or financial institution at the Project. If a bank or financial institution does lease space at the Project, then its

leased frontage on Wisconsin Avenue will be limited to 33 feet. Notwithstanding the foregoing, a tenant otherwise prohibited in this paragraph is permitted in the Project if the ANC supports it, as demonstrated by the adoption of a formal resolution.

4. Local-, Minority-, Women-Owned, and Inclusive Retailers: During the initial retail lease-up and until all of the retail space is leased, the Developer will make commercially reasonable efforts to market to local-, minority- and / or women-owned businesses as retail tenants in the Project and shall reach out to the Greater Washington DC Black Chamber of Commerce, the DC Small Business Development Center, the Washington DC Women’s Business Center, and the DC Developmental Disabilities Council. The Developer will offer at least \$40 per square foot of gross leasable area in tenant improvement allowance for any local-, minority-, women-owned and/or inclusive businesses with whom the Developer enters into a market-rate retail lease. This tenant improvement allowance may be in the form of a direct payment, buildout cost, or some combination of the two.

## **NEIGHBORHOOD PUBLIC BENEFITS**

5. Intersection Improvements: Prior to the issuance of a final certificate of occupancy for the Project, in consultation with the ANC and DDOT Developer will design and construct improvements to the intersection at 43<sup>rd</sup> Street and Military Road, subject to District Department of Transportation (“DDOT”) approval, which Developer will seek in good faith. With DDOT approval, such improvements shall include installation of a crosswalk on the west leg of Military Road where none currently exists; improvement of all crosswalks at the intersection to be raised pedestrian crossings; and installation of curb extensions on the south side of both Military Road approaches.
6. Chevy Chase Park Landscaping: Prior to the issuance of a final certificate of occupancy for the Project, Developer will install new landscaping at the Chevy Chase Park, including removal of invasive plants and dead and undesirable trees and bushes, in the area between the existing fence and the sidewalk along Western Avenue from Livingston Street to 41<sup>st</sup> Street and along 41<sup>st</sup> Street from Western Avenue to Livingston Street, subject to approval by the Department of Parks and Recreation and DDOT. Developer shall spend a minimum of \$100,000 on these improvements, but the total combined design, permitting, consultant, and installation costs shall not exceed \$150,000. Developer shall consult with and if requested present to ANCs 3E and 3/4G on landscaping plans, and maintain landscaping for 3 years after installation.
7. Installation of Street Trees: Prior to the issuance of a final certificate of occupancy for the Project, Developer will, subject to DDOT approval, enlarge the existing tree pits on the east side of Wisconsin Avenue between Jenifer Street and Military Road as required to meet current DDOT

standards and plant nine (9) new street trees with a 3-inch caliper DBH . This is in addition to the Project's proposed public space frontage improvements.

8. Photovoltaic Array at Iona Senior Center: Prior to the issuance of a final certificate of occupancy for the Project, the Developer will, at its cost, design, permit, and install a photovoltaic array at the Iona Senior Center at 4125 Albemarle Street, NW. This work will include a new roof membrane on the upper flat roof, photovoltaic panels, a racking system, and an inverter. These improvements will be subject to approval by the authorities having jurisdiction, including PEPCO. Upon completion of the work and final commissioning, the improvements will be conveyed to Iona, and Iona will be the sole beneficiary of both reduced energy bills and SREC income. The intent of this benefit is that the photovoltaic array be designed to produce as much solar power as reasonably possible, notwithstanding building code, engineering, and other technical limitations. In any event, Developer's total cost shall not exceed \$240,000 for all design, permitting, and installation work for these improvements, but Developer shall install as productive a photovoltaic array as is permissible and structurally supportable up to the cost of \$240,000.

#### **CONSTRUCTION-RELATED BENEFITS**

9. Preconstruction Surveys: Developer will offer, at its cost, pre-construction surveys to the residential property owners on the following blocks:
  - a. East side of 43<sup>rd</sup> Street between Jenifer Street and Military Road.
  - b. South side of Military Road between 42<sup>nd</sup> Place and 43<sup>rd</sup> Street.
10. Parking and Truck Routing: Prior to the commencement of construction on the Project, Developer will consult with the ANC on issues related to parking arrangements for construction workers and construction truck routing. The Applicant will also include the following provision in its construction contract with the general contractor: "Contractor acknowledges that the job site is surrounded by a residential neighborhood, and that on-street parking by its and its subcontractors' workforces would impose an impact on local residents. Contactor agrees to prohibit its workforces and the workforces of all subcontractors from parking on local residential streets, even if permitted by local parking regulations."
11. Transportation Demand Management Plan: Developer or future property manager shall share with the ANC results of annual parking demand and trip generation surveys required by DDOT for the first three years after building opens.
12. Point of Contact: Prior to the commencement of construction on the Project, Developer will designate a representative of Federal Realty as the point of contact for all construction-related matters while the Project is under construction. Developer will provide the email address and mobile phone number of this designated representative to the ANC.

## **EFFECT OF AGREEMENT**

13. Conditions. Developer shall propose each of the above terms as specific and enforceable conditions of approval of the PUD to be included in the final written ZC order. If the Zoning Commission does not, for any reason, include a term as a condition of approval of the PUD, then Developer nonetheless commits to comply with the term.
14. No Approval: If the ZC does not approve the Application or Developer does not proceed with construction of the Project consistent with the approved PUD, then this Agreement shall be null and void, and Developer shall not be bound to any of the terms herein.

## **MISCELLANEOUS**

15. Headings: Section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.
16. Enforcement: If a majority vote of the ANC determines that Developer has not fulfilled their obligations under this Agreement, then the ANC shall be permitted to take all necessary legal action to enforce this Agreement. The Parties agree to work in good faith prior to taking any legal action to enforce the Agreement. The Parties further agree that any legal action taken to enforce this Agreement shall be pursuant to the Zoning Regulations and in no other forum unless specifically allowed by law.
17. 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.
18. Choice of Law: All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
19. Modifications: Modifications, waivers, and consents regarding this Agreement shall only be binding if in writing and signed by both Parties.

20. Succession: This Agreement shall be binding upon and shall inure to the benefit of Developer and ANC 3E, and their respective heirs, successors, and assigns.

**Street Retail, LLC**

By: Dawn Becker

Name: Dawn Becker

Title: vice president-corporate

**Advisory Neighborhood Commission 3E**

By: Jonathan Bender

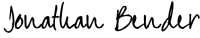
**Certificate Of Completion**

Envelope Id: 70941E79C3A44819B3D51A0DB5CB56FE	Status: Completed
Subject: Complete with DocuSign: 5333 Wisc - ANC MOU v8.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Dionne Thomas
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	909 Rose Ave, Suite 200
	N. Bethesda, MD 20852
	dthomas@federalrealty.com
	IP Address: 208.35.29.22

**Record Tracking**

Status: Original	Holder: Dionne Thomas	Location: DocuSign
12/2/2022 2:07:18 PM	dthomas@federalrealty.com	

**Signer Events**


Signer Events	Signature	Timestamp
Jonathan Bender jonbender@gmail.com Security Level: Email, Account Authentication (None), Authentication		Sent: 12/2/2022 2:09:50 PM Viewed: 12/2/2022 2:18:58 PM Signed: 12/2/2022 2:19:16 PM
	Signature Adoption: Pre-selected Style Using IP Address: 100.15.179.100	

**Authentication Details**

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Transaction: 661353AD6500090491973E3F223A9F74  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 12/2/2022 2:18:46 PM  
Phone: +1 202-552-1420

**Electronic Record and Signature Disclosure:**

Accepted: 12/2/2022 2:18:58 PM  
ID: a0af14b9-a4d2-4ee5-bbfa-c2f61bd4887b

Dawn Becker dbecker@federalrealty.com Vice President-Corporate Security Level: Email, Account Authentication (None), Authentication		Sent: 12/2/2022 2:19:18 PM Viewed: 12/2/2022 2:47:47 PM Signed: 12/2/2022 3:44:35 PM
	Signature Adoption: Pre-selected Style Using IP Address: 98.169.129.223 Signed using mobile	

**Authentication Details**

SMS Auth:  
Transaction: 661354181BA41704919693BF2B4AA315  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 12/2/2022 2:47:42 PM  
Phone: +1 571-271-1189

**Electronic Record and Signature Disclosure:**

Accepted: 12/13/2016 7:33:52 AM  
ID: f610bda8-b031-4ca2-8213-cae7f42780e7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Geoff Sharpe gsharpe@federalrealty.com Vice President Security Level: Email, Account Authentication (None), Authentication <b>Authentication Details</b> SMS Auth: Transaction: 661354ED5F74120491972C07C3BAB28C Result: passed Vendor ID: TeleSign Type: SMSAuth Performed: 12/2/2022 3:45:52 PM Phone: +1 301-272-7856 <b>Electronic Record and Signature Disclosure:</b> Accepted: 10/1/2020 10:09:44 AM ID: 7384739f-9717-48f2-9f17-79ac37daaeb3	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 12/2/2022 3:44:36 PM Viewed: 12/2/2022 3:45:59 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/2/2022 2:09:50 PM
Certified Delivered	Security Checked	12/2/2022 2:47:47 PM
Signing Complete	Security Checked	12/2/2022 3:44:35 PM
Completed	Security Checked	12/2/2022 3:44:36 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Federal Realty Investment Trust (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Federal Realty Investment Trust:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jnicholson@federalrealty.com

**To advise Federal Realty Investment Trust of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jnicholson@federalrealty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Federal Realty Investment Trust**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to jnicholson@federalrealty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Federal Realty Investment Trust**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to jnicholson@federalrealty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Federal Realty Investment Trust as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Federal Realty Investment Trust during the course of my relationship with you.