

SETTLEMENT AGREEMENT AND RELEASE

This agreement is made this 13th day of June, 2018, by and between Congress Heights Community Training & Development Corporation ("CHCTDC") and the District of Columbia (the "District"). The parties have determined that it is to their mutual benefit and interest to compromise and resolve *Congress Heights Community Training & Development Corp. v. District of Columbia, et al.*, Case No. 2014 CA 5639 R(RP), filed in D.C. Superior Court. The parties now release, discharge, settle, and resolve all claims or causes of action they have or may have against each other, as set forth below in this Settlement Agreement and Release (the "Agreement").

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration recited, the receipt and adequacy of which is acknowledged, the parties agree:

1. The District and CHCTDC shall enter into a sales contract for the real property located at 3200 13th Street, SE (the "Property"), pursuant to the terms listed in the May 12, 2012 sales contract between 3200 Thirteenth Street, LLC and East of the River Clergy, Police, Community Partnership. The sales contract is attached hereto as **Exhibit 1**.
2. The Property shall be conveyed subject to a \$180,000.00 mortgage for the benefit of the District, pursuant to the terms listed in the First Deed of Trust, attached hereto as **Exhibit 2**. The mortgage shall be secured by a first deed of trust, recorded in the land records of the District of Columbia.
3. The Property shall be encumbered by an affordability covenant that requires 51% of the units to be reserved for households qualifying at the 80% area median income level, pursuant to the terms listed in the Declaration of Covenants, attached hereto as **Exhibit 3**.

The parties agree that occupancy of the Property shall not be restricted to foster adolescents and young adults who are wards of the District of Columbia.

4. CHCTDC shall provide to the District proof of funds sufficient to complete the purchase of the Property.

5. CHCTDC, and any co-developers, partners, joint ventures, etc., shall complete the District's request for solicitation.

6. CHCTDC shall provide to the District proof of a loan sufficient to complete the rehabilitation of the Property. Plaintiff shall not maintain a loan or mortgage, secured by the Property, at an interest rate of 10% or more after the completion of rehabilitation.

6. The obligations in paragraphs 1, 3, 4, 5, and 6 shall be completed within 115 calendar days of the execution of this Agreement. In the event that items 1, 3, 4, 5, and 6 are not completed in whole or in part, the parties agree that any obligation on the part of the District to sell or otherwise transfer the Property to CHCTDC is void.

7. The parties shall proceed to settlement of the Property with all reasonable diligence. Time is of the essence in this Agreement.

8. CHCTDC shall complete the rehabilitation of the Property within 18 months of purchasing the Property. In the event that the rehabilitation is not complete within this time period, the District shall have the right to reenter and take title to the Property. The District may record a deed in the land records of the District of Columbia evidencing this reentry and transfer of title.

9. The parties hereby release, waive, and forever discharge one another of and from any and all actions, damages, claims and demands whatsoever which they may now have against one another or, which they now or hereafter may have, under any theory of

liability, against one another by reason of, or in any way arising out of, or relating to the Property.

10. This Agreement constitutes the complete understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or obligations between the Parties pertaining thereto. The parties each acknowledge that the other has not made any representation or promise other than as set forth herein relating to the subject matter of this Agreement. This Agreement cannot be amended except in writing and signed by the parties.


**FOR CONGRESS HEIGHTS COMMUNITY
TRAINING & DEVELOPMENT CENTER**

By: 

Monica T. Bay, President

Date: 6/8/2018

FOR THE DISTRICT OF COLUMBIA



Andrew A. Glover

Date: 6/13/2018