

## **DRAFT AGREEMENT 4 (February 15, 2022)**

This Agreement between the Maret School (“Maret”), the Episcopal Center for Children (“ECC”), and Friends of the Field is intended to resolve concerns the Friends of the Field have concerning Maret’s planned construction on property leased from the ECC. If the parties reach complete agreement, Friends of the Field will withdraw its opposition to Maret’s BZA application. If the parties reach only a partial agreement, the Friends of the Field retains the right to present unresolved issues to the BZA.

### **I. DEFINITIONS**

- A. “The Field” shall mean the land involved in BZA Application No. 20643.
- B. “Task Force” shall consist of at least seven and no more than nine neighborhood residents and ANC Commissioners. The task force shall include at least one resident from each of these areas contiguous to the Field: (1) 28th Street, NW, (2) Nebraska Avenue, NW, (3) Utah Avenue, NW, and (4) Rittenhouse Street, NW. The Task Force shall also include at least one ANC Commissioner and at least two other at-large persons residing in ANC 3/4G. Maret, the General Contractor, and the Episcopal Children’s Center may be represented at all Task Force meetings but will not have the right to vote.
- C. “Community” shall mean unpaid use of the Field by District of Columbia residents for “pick-up” games or Community events. Community use does not mean use by organized and coached youth sports programs or teams. Adult Community members shall be provided with a means to access the Field (e.g., by a gate code) in the event the Field pedestrian gate is locked during a period when Community use is permitted.

### **II. FIELD DESIGN**

- A. Maret shall construct the Athletic Facilities Project in conformance with all plans and materials approved by the BZA in BZA Application No. 20643 (as depicted in Exhibits \_\_\_ of the record in the case), including the location, specifications, and design of the multi-purpose athletic Field, rain gardens, parking spaces, trash collection receptacles, scoreboard, goal posts, fences, sidewalks, storage sheds, protective netting, bleachers, shot clocks, retaining walls, and stormwater management facilities. Maret shall obtain all relevant D.C. agency permits and clearances in a timely manner and conform to all permit conditions.
- B. There shall be one multi-purpose field on the land leased from ECC. The multipurpose field shall be designed to ensure 20 foot setbacks from the Rittenhouse Street and Utah Avenue Alleys, from Nebraska Avenue, and from the homes on 28<sup>th</sup> Street.
- C. Maret shall consider using natural grass turf and may install artificial turf only on the multi-purpose Field portion of the Field. The turf field shall use organic infill such

as engineered wood particles rather than rubber-based products and shall be installed in conformity with best practices regarding permeability and hydrology impacts. Non-playing Field areas shall, to the extent reasonably possible, use natural grass.

- D. Maret shall use portable bleachers which shall be positioned, to the extent reasonably possible, to minimize noise for adjacent residents. No bleacher set shall exceed \_\_\_ tiers. There shall be sufficient bleachers to seat the number of spectators expected to attend each event. Spectators shall be discouraged from standing on the sidelines.
- E. Maret shall construct 48 parking spaces as part of the Athletic Facilities Project in conformance with the plans and materials approved in BZA Application No. 20643 and as depicted in Exhibit \_\_\_ of the record in the case. The parking lot shall be located on the Field near the border with ECC. [See Attachment A as an example.] The parking lot and accessory walkways shall be constructed with permeable material to the extent possible.
- F. With the exception of down-lit security lighting necessary to provide a safe environment at the Athletic Facilities Project, Maret shall not propose, nor shall it allow, the installation or use of lights to illuminate the multipurpose athletic Field.
- G. The down-lit security lighting shall be limited to the parking lot area. The lights shall be no higher than 12 feet, and shall be fully down-lit with minimal BUG (backlight, uplight, glare) ratings (e.g., preferably 0-0-0). Lights shall use a combination of photocell and timer so that they are on only when it is dark and go off no later than 9:00 p.m. The lighting should be no greater than 0.3 footcandles (3 lux in metric). The lighting color temperature should be no more than 2700 Kelvin. The lighting fixture styles shall be compatible with the nearby homes and ECC buildings. The fixtures and placements should adhere to the recommendations of the International Dark Sky Association. Maret shall consult with ANC 3/4G and the Task Force before finalizing any lighting purchase.
- H. The proposed scoreboard shall be limited to a height of no more than 20 feet, measured from the finished grade adjacent to its immediate location.
- I. Goal posts shall be removable and shall only be in place from August until Maret's last football game of the season. Maret may store the goal posts on site but will make reasonable efforts to ensure that such storage is accomplished in the least intrusive manner to adjacent properties.
- J. Maret shall construct a security fence around the perimeter of the property to ensure that players and spectators do not have access to the adjacent alleys or properties from the playing Fields. Security fencing shall also protect the property as much as reasonably possible from intruders and discourage any impermissible use of the playing Fields. Maret shall consult with the residents along each section of the

property (Utah Avenue, Rittenhouse Street, 28<sup>th</sup> Street, and Nebraska Avenue) concerning the type of material for the security fence.

- K. The protective netting shall be no taller than \_\_\_ feet, measured from the finished grade adjacent to its immediate location.
- L. Maret shall plant, maintain, and replace (as necessary) the landscaping shown on pages \_\_\_ of Exhibit \_\_ in the record of BZA Application No. 20643. Landscaping shall use mature shrubs and trees where possible to provide a visual and sound buffer from adjacent residents by the time the Field begins to be used. To the extent reasonably possible, Maret shall select landscaping items in consultation with neighbors and shall seek to use landscaping items that positively contribute to environmental objectives.
- M. Maret shall abide by the terms of the Tree Relocation Plan approved by the BZA in BZA Application No. 20643 (as depicted in Exhibit \_\_\_ of the record in the case) except to the extent that, after consultation with Casey Trees, the D.C. Arborist, ANC 3/4G and the Task Force, such plan is modified and approved by DDOT's Urban Forestry Division. Heritage trees must be retained to the greatest extent possible. No construction shall be allowed under the dripline of such trees.
- N. Maret will design the Athletic Facilities Project to mitigate stormwater runoff from a 50-year storm, which exceeds the regulatory requirement for a design to mitigate stormwater runoff from a 15-year storm. Maret shall consult with ANC 3/4G, the Task Force, and the District Department of the Environment and Energy ("DDOEE"). The Athletics Facilities Project shall comply with, and exceed, all relevant DDOEE stormwater management regulations (enumerated in Chapter 5 of Title 21 of the District of Columbia Municipal Regulations) and shall satisfy the requirements of the District's Municipal Separate Storm Sewer System ("MS4") permit issued by the U.S. Environmental Protection Agency under the Clean Water Act. Maret shall report annually to ANC 3/4G, the Task Force, and DDOEE on the performance of its stormwater management plan, and shall propose design modifications to address any conditions that differ from its current assumptions and design improvements that will better protect adjacent properties or the Chesapeake Bay watershed.
- O. Maret shall construct a playground suitable for children aged 2 to 7 on the Field for Community, ECC, and DCPS use.
- P. Maret shall abide by the terms of the Transportation Demand Management Plan approved in BZA Application No. 20643 as detailed in Exhibit \_\_\_ of the record in the case, including:
  - 1. Providing a minimum of six short-term bicycle racks (12 spaces) on the site.

2. Subject to DDOT approval, designating a bus drop-off/pick-up zone on Nebraska Avenue. This bus drop-off/pick-up zone shall be located to the extent reasonably possible to avoid being directly across from residents on Nebraska Avenue. Parked busses must have their engines turned off.
3. Implementing the following policies to reduce single-occupancy vehicle trips to the Field:
  - a. During the school year, Maret shall require all Maret team members and all coaches to travel to and from the Field by bus for practices. Exceptions may be made for team members who live in the neighborhood who may bike or walk to practice, team members who use Metrobus, and up to five coaches who may drive to/from the Field. Team members whose parents or guardians attended a game may leave the Field with their parents or guardians.
  - b. During the school year, Maret shall require all Maret and visiting team members and most coaches to travel to and from the Field by bus for games, except team members who live in the neighborhood who may bike or walk to the Field.
  - c. During the pre-season, Maret shall require team members and coaches to travel to the Field by bus, except team members who live in the neighborhood who may bike or walk to practice, team members who use Metrobus, and up to 12 team members and five coaches who may drive to/from the Field.
  - d. Maret shall encourage visitors to the Field to use the nearby Metrobus M4 or E6 lines (and any additional bus lines), providing connectivity to and from the Tenleytown and Friendship Heights Metrorail Stations.
  - e. Maret shall provide flaggers in the parking lot to direct traffic to available parking lot spaces during games and practices in which the parking lot is expected to be at or near capacity. Maret shall also request and pay for traffic control officers to direct traffic into and out of the parking lot during games and practices in which the parking lot is expected to be at or near capacity.
  - f. When the parking lot is at or near capacity, Maret shall monitor street parking on the streets in the vicinity of the Field and report to ANC 3/4G and the Task Force at least quarterly in the first year of operation and at least semi-annually thereafter on the number of parking spaces used during those instances. After one year of operation and annually thereafter, Maret shall propose steps that can be taken to reduce the number of vehicles parked on nearby streets when the parking lot is at or near capacity.
  - g. Through signage or another appropriate means, Maret shall notify those who attend events at the Field that they may not park illegally as indicated by DDOT signage on any nearby street. When notified of illegally parked vehicles on nearby streets, Maret shall take prompt

action to find the vehicle owner and request that the vehicle be moved.

- h. Maret shall work with ANC 3/4G to advocate with DDOT for traffic control and traffic mitigation measures on Nebraska Avenue, at the intersection of Nebraska and Utah Avenues, and at the intersection of Military Road and 27<sup>th</sup> Street.
- i. At no time shall traffic resulting from all activities at the Field impede access by emergency vehicles to and from the Knollwood Life Plan Community off Oregon Avenue, NW from either Nebraska Avenue, NW or Tennyson Street, NW.
- j. Maret shall retain, and exercise, the right to expel students, staff, and spectators from the Field, Field House, and parking lot for disorderly conduct.

### **III. FIELD USE**

- A. The athletic Field is to be used primarily by Maret to support its athletic programs. Maret will not lease the Field to youth sports groups or to any entity associated with Maret which does not exist exclusively for the benefit of Maret students and for which Maret charges students for participation. In addition, Maret shall permit ECC, the District of Columbia Public Schools, and the Community to use the Field when not in use by Maret and as scheduled below.
- B. Maret, ECC, and DCPS are permitted to use the Field during the following periods:
  - 1. Monday through Friday, 9:00 a.m. to 7:00 p.m. on days school is in session.
  - 2. Saturday, from 10:00 a.m. to 5:00 p.m., in weeks school is in session.
  - 3. No Sunday use.
  - 4. Maret may use the Field for summer football practice from 8:00 a.m. to 6:00 p.m.
  - 5. Maret, ECC, and DCPS will not use the Field on federal or District of Columbia holidays.
  - 6. Maret shall not schedule a home game on the same day that St. Johns' College High School schedules a home game.
- C. The Community is permitted to use the Field at any time the Field is not in use by Maret, ECC, or DCPS. However, the Community is not permitted to use the Field
  - 1. Monday through Friday before 9:00 a.m. and after 7:00 p.m.
  - 2. Saturday, before 9:00 a.m. and after 7:00 p.m.
  - 3. Sunday, before 10:00 a.m. and after 5:00 p.m.
  - 4. Maret shall regularly monitor the Community use during the permitted hours to ensure that the Field is not being used by organized adult teams and shall advise the Task Force, ANC 3/4G and the BZA of any additional steps that may be necessary to ensure that the Field is used for the intended Community purpose.

- D. The Rittenhouse and Utah Alleys will not be used for vehicular or pedestrian access to the Field. Nor may they be used by spectators.
- E. Maret will construct a Community area at the intersection of the Rittenhouse and Utah alleys. The Community area shall be open to the public except when Maret has scheduled home games.
- F. No use of any amplified sound shall be permitted at any time at the Field. Two shot clocks, to be used only during Maret lacrosse games (and not during practices or at any other times), may be installed at the multi-purpose athletic Field in the locations identified in Exhibit \_\_\_\_ of the record in the case. Maret shall not permit school bands to perform at games.
- G. No use of bullhorns, cowbells, musical instruments, or other similar devices by spectators or event participants shall be permitted. Whistles may be used by coaches and game officials in a manner that is regular and customary for athletic practices and games.
- H. Maret shall not allow spectators to bring food or alcohol onto the Field or into the “Community” area at the intersection of the Utah Avenue and Rittenhouse Street Alleys. Food will be permitted on the Field only for organized Community events such as block parties or birthday parties.
- I. The parking lot and Field House will be locked except during the period starting 30 minutes before scheduled use of the Field by Maret and 30 minutes after scheduled use of the Field by Maret. The parking lot may be unlocked when in use by ECC staff. Maret is responsible for ensuring that the Field and Field House are vacant before the parking lot gate is locked.
- J. Maret shall permit trash and recycling pick up only Monday through Friday between 8:00 a.m. and 3:00 p.m.

#### **IV. CONSTRUCTION**

- A. Pre-Construction Site Management and Contact.
  - 1. Prior to construction, Maret and the General Contractor shall designate a Maret Project Manager (or, in the Project Manager’s absence, an alternate) as the single point of contact who will be responsible for receiving, addressing, and resolving any questions, concerns, complaints, or suggestions from the Task Force or ANC, or from the Community. The Maret Project Manager will keep a log of outstanding questions or issues that have been raised by the Task Force, the ANC or the Community to identify their status, estimated dates for resolution, and resolution. This log will be available for

review by the Task Force and the ANC. The General Contractor will have an employee who is familiar with these conditions on the site whenever any construction activities are ongoing. Current contact information for the Maret Project Manager will be published on the Maret Athletics Facilities Project Webpage and on the gates providing access to the Field.

2. Maret shall establish a page on its website devoted to communications related to the Athletics Facilities Project (“AFP”), and it will keep this webpage (“Athletics Facilities Project Webpage”) current with information that includes: (i) a calendar that identifies all scheduled meetings or events and key construction or preconstruction activities related to the AFP; (ii) a milestone schedule for the AFP showing key start and completion dates; and (iii) the date(s) that DDOT or DCRA has approved for any after-hours work (if applicable).
3. At least 90 days before the planned start of construction, Maret and the General Contractor will distribute flyers or otherwise communicate with all homes located within 400 feet of the perimeter of the Field concerning the approximate start date.
  - a. At least 90 days prior to construction, Maret and the General Contractor will offer to conduct a survey of homes at the locations identified as Designated Survey Homes in order to provide a pre-construction baseline for any potential damage, including a crack assessment, within this area that might be caused by construction-related activities of the project. Activities include but are not limited to digging and leveling, movement of equipment, tree removal and replacement, vibration from jackhammers. The cost for conducting these surveys for any homeowner within the designated group who agrees to a survey shall be borne entirely by Maret. A copy of any survey conducted will be provided to the relevant homeowner at the homeowner’s request.
  - b. The Designated Survey Homes shall include: (1) all the houses on both sides of 28th Street, NW between Rittenhouse Street and Nebraska Avenue; (2) all the houses on the North side of Nebraska Avenue, NW on the same block as the Field, and (3) all the houses on Utah Avenue, NW and Rittenhouse Street, NW that are adjacent to the alleys that abut the Field.
  - c. At the completion of construction, Maret will contract and pay for all repairs of construction damage needed for the Designated Survey Homes and shall pay for the cleaning of all windows of those homes.
4. Construction Traffic Control
  - a. Prior to the start of construction, Maret and the General Contractor will prepare a Construction Traffic Plan (“CTP”) plan for managing the construction traffic into and out of the site. The goal of the CTP shall be to minimize the impact on streets in the surrounding



neighborhood and minimize any objectionable effects to the extent reasonably possible. Components of the CTP are:

- (1) A definition of construction-related vehicles which shall include heavy trucks, passenger vehicles, pick-up trucks, self-propelled construction equipment, skips, dumpsters, cement trucks, and flatbeds.
  - (2) A requirement that all construction-related vehicles shall only enter and exit the property from Nebraska Avenue NW. Construction access routes to the site shall be from Military Road north onto Oregon Avenue, then west on Nebraska Avenue onto the Field; or north on Oregon Avenue NW to west on Rittenhouse Street to west on Nebraska Avenue, NW, to the Field, depending on the Oregon Avenue, NW construction. Exiting vehicles must turn right onto Nebraska Avenue, NW and left onto Utah Avenue, NW to Military Road, NW. Construction vehicles shall not queue on the street and shall be turned off if not being used on site. Flagmen will be used as necessary. Construction vehicles shall park on the Field, not on neighborhood streets or Alleys. There shall be no idling.
  - (3) The flagman will ensure that no construction vehicles of any size or type and no personal vehicles used for construction or to convey construction workers will be permitted on the Alleys.
  - (4) At no time shall work at the site impede the access of emergency vehicles to the Knollwood Life Plan Community facility from Nebraska Avenue, NW, Oregon Avenue, NW, or Tennyson Street, NW.
  - (5) If construction vehicles cannot be parked on the Field, Maret and the Task Force shall identify authorized off-site truck staging areas and those areas that are expressly prohibited for truck staging, and Maret shall notify DDOT regarding truck or equipment staging areas and prohibitions against construction traffic in the neighborhood streets surrounding the site as identified in Attachment \_\_. Permissible off-site staging areas do not include the streets surrounding the Field within a radius of three miles from the Field.
- b. Hours: Maret shall specify actions that the General Contractor will take to prohibit construction traffic (including hauling or replacing dumpsters) into or out of the site Monday through Friday before 8:00 a.m. or after 5:00 p.m. or at any time on Saturday or Sunday for the duration of construction. Nevertheless, the General Contractor shall be permitted to seek permission from the Task Force and DDOT or DCRA for activities outside of these hours.



- c. Clean-ups: Maret shall ensure that contractors use controls including but not limited to tarps and other covers and tie-downs to control dust generation or slippage of materials from truck movement on roadways to and from the site. Maret shall ensure that contractors follow procedures to promptly clean up any spills or slippages on roadways from vehicles associated with the project.
- B. Construction Parking: Prior to the start of construction, Maret and the General Contractor will prepare a Construction Parking Plan (“CPP”) to accommodate parking and transportation during construction for the construction workers. The CPP will include:
  - 1. Identification of off-site parking for use during construction by workers at any time during construction when they are unable to be accommodated on the Field. There will be no offsite parking on neighborhood streets within three miles of the Field.
  - 2. Provision will be made for common vehicles (bus, van) to transport workers from any off-site parking location to and from the Field.
  - 3. There will be a plan for communicating the off-site parking requirements to construction workers.
  - 4. The CPP will include a penalty plan for violations of this policy, including the amounts of penalty, the responsible party, and the recipient of penalty payments. The CPP will be published on the Athletic Facilities Project Web site and up-dated as necessary by the General Contractor and Maret. The Task Force will enforce the CPP.
  - 5. The CTP will be published on the Athletics Facilities Project Webpage and updated as necessary by the General Contractor and Maret.
- C. Site Preparation Elements: Prior to the start of construction, Maret and the General Contractor shall prepare a plan to minimize construction noise, vibrations, odors, dust, dirt, liquid spills or leaks, fumes, effluents, floodlights, rats and other pests, and other potential disruptions or effects from the Construction Management Plan. The CMP will include, at a minimum, actions that will be taken to:
  - 1. minimize airborne dust or dirt during construction;
  - 2. limit smoking or break areas to designated areas on site that are located no closer than 25 feet from the property line shared with the 28<sup>th</sup> Street, NW neighbors;
  - 3. require construction workers to refrain from consuming food on nearby residential streets and instead to consume food within the construction fence. Construction workers shall remove all food trash daily. No food trucks serving the workers shall be parked on streets surrounding the Field.
  - 4. prohibit construction workers from using alcohol or drugs on the site; and
  - 5. control and mitigate stormwater runoff and soil erosion during the construction period.

D. Management and Community Relations

1. Beginning two months before any construction begins and continuing through two months after construction is completed, Maret will meet monthly (or as often as the Task Force determines is necessary) with the Task Force. Maret, the General Contractor, and the ECC will report to the Task Force on the status of construction, the upcoming construction schedule, and any problems or concerns that residents have raised.
2. The Task Force shall provide a written framework to Maret in a timely fashion before construction begins outlining the Task Force objectives and monitoring functions. Adoption of the framework by the Task Force will be by a simple majority. The minority may request that alternative views be distributed to Maret and the General Contractor. After presentation of the framework to Maret and the General Contractor all parties shall agree to mutually acceptable terms which shall constitute the final construction framework.
3. All elements of the Field Construction Plan will be consistent with all conditions of the BZA Order approving the Application and all related permits or agreements with applicable regulatory agencies. This Agreement may be incorporated by reference in BZA orders or concluded separately among the relevant parties.
4. Maret and the General Contractor may at any time make reasonable modifications to any element of the Plan, after consulting with and gaining the approval by the Task Force so long as the modifications are consistent with the the overall conditions of the Plan and with the BZA's Order. The Task Force, Maret, and the General Contractor will make reasonable efforts to address and resolve any questions or issues that are raised with regard to a particular element of the Plan. Maret will determine whether a change is practicable based on whether it affects the project's cost or schedule, interferes with the permit process in any way, or violates any federal or District laws, policies, practices, or regulations.
5. Notification: Maret shall publish the Construction Management Plan on the Athletic Facilities Project Website and update it as necessary, including provisions in all subcontracts that will require that the subcontractor adhere to all Plan provisions, including but not limited to provisions of the Construction Traffic Plan, the Parking and Transportation Plan, and the Construction Management Plan. Nevertheless, Maret and the General Contractor will remain responsible for ensuring that work on the Athletic Facilities Project is undertaken in accordance with all of the requirements of these Conditions.

E. Construction Period

1. Normal construction hours shall be between 9:00 a.m. and 4:00 p.m. Monday through Friday. In the event that an emergency threatens the life and safety of workers, or others in the community, construction may occur during other

hours or on other days so long as the ANC and the Task Force are given reasonable notice. Reasonable notice shall be considered an email to the Single Member District Commissioner, the Chair of the Task Force, and the ANC Chair, and is not required to be given before the start of the emergency work if there is inadequate time to do so.

2. Perimeter Elements

- a. The actual alleys behind the houses on Utah Avenue, NW and Rittenhouse Street, NW shall be repaired by the contractor should they be damaged during construction. Restoration of the alleys should be to a preconstruction level at the direction and satisfaction of DDOT.
- b. All the garages and driveways on the Utah Avenue, NW and Rittenhouse Street, NW alleys shall be restored to pre-construction status should they be damaged from “sinking” or cracking due to subsidence or other causes related to digging and earth removal near the alleys. All the fences separating the above-stated homes (or alleys) from the ECC site shall be replaced in-kind if damaged due to construction. Where necessary, Maret and the General Contractor shall erect and maintain a high-quality construction fence along the perimeter of the site. All the contiguous properties’ landscape needs shall be maintained and protected. All vegetation and trees near the property line are to have proper tree and root ball protection.
- c. If any homes are damaged by construction or by water during the construction period, Maret and the contractor shall restore each home to its pre-construction condition.

3. Construction offices shall be located on the construction site. Construction trailers and latrines will not be positioned on the portions of the property bordering Nebraska Avenue or 28th Street. Construction offices, latrines, material dumps, or project-related vehicles of any kind will be screened to minimize any visual impacts.

4. Maret and the General Contractor shall remove rubbish and construction debris as necessary during the normal construction work day and shall inspect the site daily for compliance. Maret shall publish on its Athletic Facilities Project Website and post on all gates to the Field complete contact information for a point of contact (which may be the designated Project Manager), whom neighbors can report rubbish or construction debris outside of the construction site.

5. Notification: Maret and the General Contractor shall erect reasonable signage throughout the Athletic Facilities Project site to advise subcontractors and construction workers of the requirements of these Conditions.

F. There will be no blasting during construction.

- G. At all times during Maret's operation of the Field, Maret shall either repair the homes or indemnify the owners of those homes for any stormwater damage.

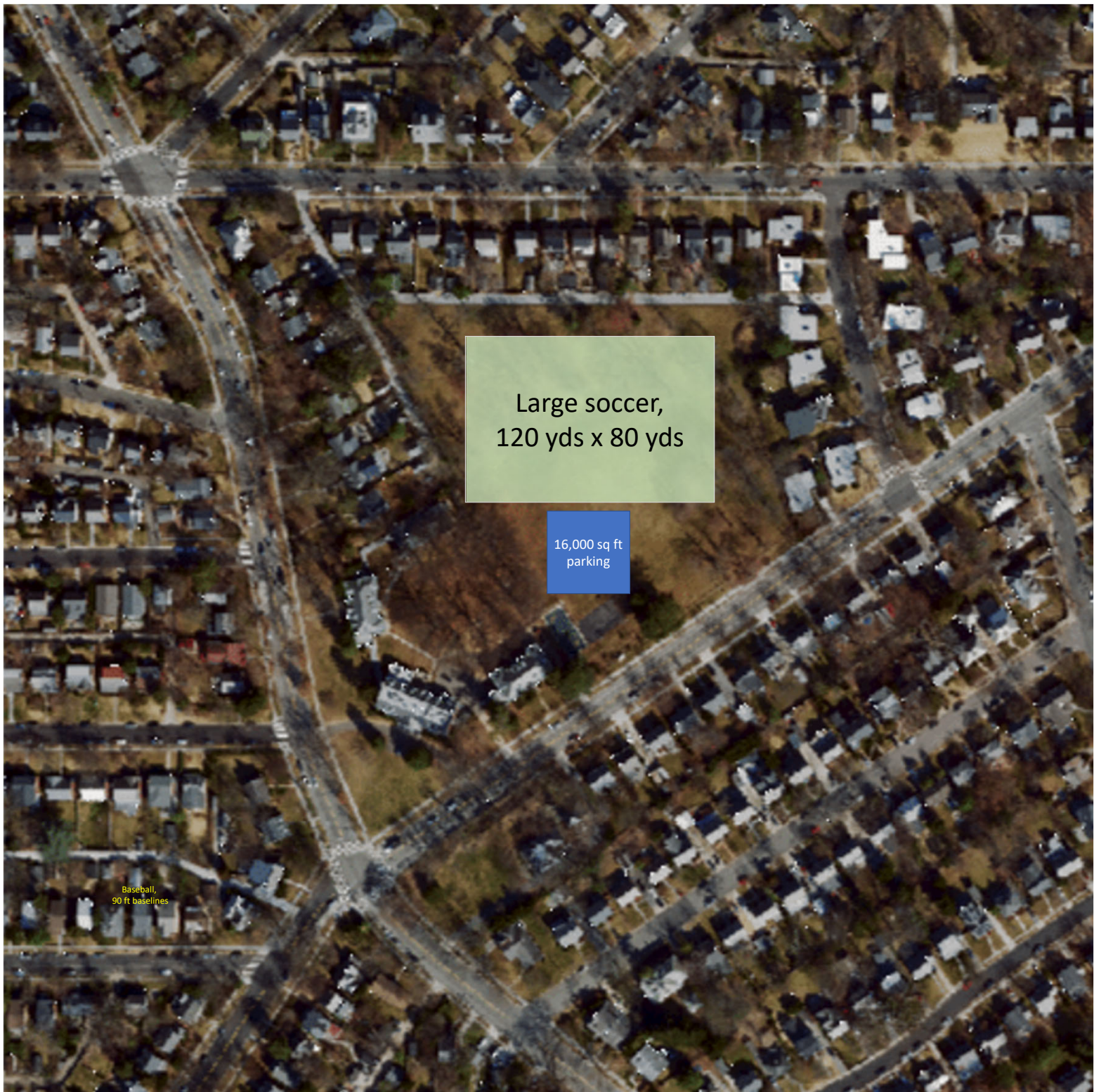
**V. DISPUTE RESOLUTION**

- A. Any person claiming that Maret, Maret's contractors, or ECC has violated any provision of this Agreement may file a complaint with the Task Force. The Task Force will attempt to resolve the dispute informally. The Task Force shall have the authority to impose fines and to require performance on obligations imposed by this Agreement.
- B. If the dispute cannot be resolved by the Task Force, the claimant or Maret may seek arbitration conducted by an arbitrator selected from a panel provided by the Federal Mediation and Conciliation Service. The arbitrator shall have the authority to issue a final and binding decision on all issues submitted. The arbitrator shall have authority to require performance of obligations imposed by the Agreement, to impose fines for its violation, and to determine the allocation of arbitration costs and fees.
- C. If the Task Force or arbitrator imposes a fine, the successful claimant shall decide which charitable organization based in the District of Columbia shall receive the amount of the fine.

**VI. DURATION**

- A. This Agreement shall remain in effect at all times during which Maret or any of Maret's successors or assigns uses the Field for its school sports teams. It may not be altered or amended except by written agreement signed by representatives of Maret, ECC, ANC 3/4G, and Friends of the Field. After five years from the execution of this Agreement, the authority to execute amendments will transfer from Friends of the Field to the Task Force (excluding any ANC 3/4G Commissioners on the Task Force).
- B. If Maret terminates its lease with ECC or does not renew its lease for the full 50 years, ECC becomes obligated to maintain the Field. If the ECC property is sold or if ECC transfers the lease to any other entity, the holder of the lease is obligated to maintain the property or, if the property is used for athletic purposes, to ensure compliance with this Agreement.





Large soccer,  
120 yds x 80 yds

16,000 sq ft  
parking

Baseball,  
90 ft baselines