

AGREEMENT

This AGREEMENT is made this 11th day of October by and among FRIENDSHIP FAMILY LLC, a District of Columbia limited liability company ("FFLLC"), Friendship Hospital for Animals ("FHA"), and ADVISORY NEIGHBORHOOD COMMISSION 3E ("ANC").

RECITALS

- A. FHA has operated a veterinary hospital in the Tenley Circle community for 75 years.
- B. FFLLC is the owner in fee simple of the property at 4105 Brandywine Street, NW (Square 1732, Lot 822) (the "Subject Property"). FFLLC leases the Subject Property to FHA.
- C. The Subject Property is presently improved with a one-story plus basement/cellar building (the "Building") that was constructed in 1960 for the purpose of occupancy by the FHA, and FHA has operated continuously since that time in the Building. FHA operates a general veterinary practice, including 24-hour emergency care, and also provides specialty veterinary care services in the Building.
- D. FFLLC proposes to add a second story and rear addition to the Building, in order to allow FHA to consolidate and relocate the specialty veterinary care services, thus freeing up additional space on the first floor for the general veterinary practice. The primary purpose of the project, per FFLLC, is not to substantially increase the capacity for additional patients, but rather to reduce overcrowding in the Building, to bring all aspects and services of FHA up to state-of-the-art industry standards, to organize the space more efficiently, and to increase the ability to provide a more complete range of the highest quality services to the public.
- E. FFLLC has applied to the Board of Zoning Adjustment ("BZA") in Application No. 18435 for variance relief from the parking, loading, rear yard and FAR requirements to construct the additional story on the FHA building, and has requested the support of the ANC for that BZA application.
- F. The ANC has requested that FFLLC and FHA incorporate certain features, as further described below, in conjunction with its formal support of the BZA application, and FFLLC and FHA have agreed to the terms of that conditional support, as described herein.

TERMS OF AGREEMENT

In exchange for the ANC's vote of support for the BZA application, and submission to the BZA of a properly adopted and executed resolution or letter of support that is timely submitted to the BZA record in Application No. 18435, FFLLC and FHA agree as follows:

1. Valet Parking

- a. In order to facilitate client and patient arrivals to FHA, FHA will apply to DDOT for permission to establish a "No Parking" zone, in which short term stopping only is permitted, in front of the hospital on Brandywine Street. The purpose is to allow clients of FHA to stop temporarily to

exit their vehicles in order to drop off their pets. The space may also be used by FHA for other deliveries.

b. Upon issuance of a Certificate of Occupancy for the new second floor of the Building, FHA will provide free 24-hour valet parking for clients who request this service. FHA will initially lease four off-street parking spaces for this purpose. After one year, FHA will re-evaluate this service, in consultation with the ANC, to review the necessity and the demand for such service, and to determine whether the service should be expanded, or contracted, or terminated. Changes to the program, if any, shall be made only with ANC support.

c. FHA will investigate the feasibility of applying for permission under 24 DCMR, Chapter 16 to establish valet parking in the public space adjacent to Brandywine Street. The ANC and FHA understand that the ability to provide valet parking is discretionary and is subject to approval by the Public Space Committee. Additionally, the ANC and FHA understand that there is a fee payable to the District associated with the discontinuance of availability of metered parking in front of FHA in order to provide valet service, as well as a separate hourly fee per parking space used for the establishment of valet parking in public space, and other licensing requirements.

d. If FHA determines that it is financially infeasible for FHA to provide valet parking in front of FHA in the public space, FHA may, in consultation with the ANC and nearby neighbors, provide such service from within its garage.

2. Roof

a. FFLLC and FHA agree to extend the rear stairway in the new second floor up to the roof, and to provide an area on the roof for dog walking. This dog walking area will be surrounded by a solid enclosure of six feet in height. All animals walked by FHA outside that can either walk up or weigh less than 40 pounds and can be brought up the stairs to the area for dog walking on the roof will be walked in that area.

b. FFLLC and FHA agree to install a "green roof" on the roof of the new second floor, outside of the perimeter enclosure for the rooftop mechanical equipment.

c. FFLLC and FHA agree to paint or otherwise cause the surface of the roof to be a shade of white within the perimeter enclosure for the rooftop mechanical equipment.

d. FFLLC and FHA agree to provide a means by which green vines or other organic substance can grow on the outside of the perimeter enclosure for the rooftop mechanical equipment, and to plant such vines or organic substances no later than issuance of a Certificate of Occupancy for the new second floor of the Building.

3. Capital Bikeshare

a. FHA will pay 100% of the annual or other periodic access fee for employee use of Capital Bikeshare, for any FHA employee who requests it.

4. Other

a. FHA will work with the ANC and the nearby neighbors to establish a reasonable construction management agreement in advance of the issuance of construction permits.

b. FHA will make reasonable improvements to the garage including through the use of acoustical treatment to reduce any noise emanating from the garage.

c. FHA will explore in good faith the prospect of undergrounding utilities in front of its property in conjunction with the development by Douglas Development of the former Babes Billiard site directly abutting FHA to the east.

5. Incorporation of Agreement Provisions in BZA Order: The Parties will ask the BZA to incorporate each provision herein in an order concerning the subject property. Any provision not so incorporated by the BZA into an order concerning the subject property shall be fully enforceable between the Parties (Privately-Enforceable Provisions). Any disputes arising out of or related to Privately-Enforceable Provisions shall be decided by binding arbitration between the Parties in the District of Columbia pursuant to the rules of the American Arbitration Association. The Parties agree that they will comply with any arbitral decision within the time provided in the decision or, if no time for compliance is set therein, within 15 calendar days ("Timely Compliance"). The Parties agree that this Agreement is intended to benefit residents of the area within the jurisdiction of ANC 3E ("ANC Residents"); accordingly, the Parties agree that any such ANC Resident is to be considered a third-party beneficiary of this Agreement for the purposes of ensuring arbitral decisions arising out of or related to it (Arbitral Decisions) are enforced, and that any such ANC Resident may file suit in a Superior Court of the District of Columbia, or, if jurisdiction is otherwise proper there, in the United States District Court for the District of Columbia, to enforce an Arbitral Decision where there has not been Timely Compliance. An ANC Resident who brings suit to enforce an Arbitral Decision and substantially prevails shall be entitled to an award of reasonable attorney fees. For avoidance of doubt, this Paragraph shall not authorize lawsuits by residents of ANC 3E for any purpose other than enforcing an arbitral order in favor of ANC 3E.

FRIENDSHIP FAMILY LLC

By


Peter S. Glassman, Managing Member

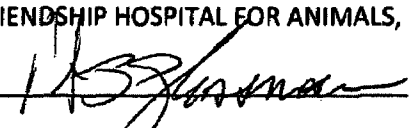
ADVISORY NEIGHBORHOOD COMMISSION 3E

By


Matthew Frumin, Chairperson

FRIENDSHIP HOSPITAL FOR ANIMALS, INC.

By


Peter S. Glassman, President