

Chairperson Marnique Heath
Board of Zoning Adjustment
441 4th Street NW, Suite 210S
Washington, DC 20001
bzsubmissions@dc.gov

December 30, 2015

Re: BZA Case No. 19112 – Support for Project

Dear Members of the Board:

As owners and occupants of 305 Taylor St NW that have lived at our home for just under two years, we are writing to express our support for the proposed project at 307 Taylor Street NW and to revoke our application for party status in opposition in this case.

Since the initial application, our neighbors, the owners/developer and we have worked closely to revise the project's design so that it is acceptable to all of us involved in the negotiations. The new design, which limits the basement and 1st floor addition to a maximum of 20 ft back, the 2nd story addition to a maximum of 12 ft back, and preserves the front porch and design elements of the front façade, is the result of extensive collaboration between the developer and neighbors. To give the BZA members a sense of the extent of the work that has gone in to reaching this agreement, we and other members of the community began reaching out to our ANC representative and organizing amongst ourselves at the end of August; our ANC representative, Ms. Crowley, met with the developers in September; we held our first meeting with the owners and developers of 307 Taylor St NW in mid-October 2015; and we reached a final agreement on the designs for a 3-unit building at the beginning of December - that is an over four month process of community organization and education, and negotiations. We were extremely lucky to have within our community a retired ANC commissioner, architects, city planners, and active and passionate citizens.

The revised design is a significant improvement over the first submission that covered 60 percent of the lot with a 40 foot pop-back; the scale of which the developer could do by-right. My husband and I have chosen to support the property owners/developer's request for a special exception to be able to convert 307 Taylor St NW from a single-family home into three units because through extensive negotiations we were able to prevent the complete loss of light, air, and enjoyment of our property. I believe that the current project designs will have a manageable affect on our light and air, and that the privacy and use and enjoyment of our property will not be significantly compromised.

Because the project is the result of the developer and neighbors working together, we believe the Board should approve it. We are attaching the settlement agreement reached with the owners/developer of 307 Taylor St NW as further evidence of what we agreed to and just how much work went into arriving at this agreement.

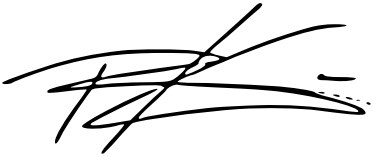
Sincerely,

Board of Zoning Adjustment
District of Columbia
CASE NO.19112
EXHIBIT NO.37

Katherine Filardo

Katherine Filardo

Paulo Gusmao



305 Taylor St NW
Washington, DC 20011

SETTLEMENT AGREEMENT

This AGREEMENT is made as of this 9th day of December 2015 by and between 307 Taylor St NW LLC (hereinafter referred to as "Developer") and Katherine Filardo, Paulo Gusmao, Janis E. Williams, & Elaine D. Williams (collectively, hereinafter referred to as "Neighbors"). Collectively, Developer and Neighbors are referred to as the "Parties."

WHEREAS, Developer is the owner of the property located at 307 Taylor Street NW, Washington, DC (Square 3312, Lot 44) ("307 Property");

WHEREAS, Developer will renovate and construct an addition to the existing building on the 307 Property to create a three-unit apartment building (the "Project");

WHEREAS, Katherine Filardo and Paulo Gusmao are the owners and residents of 305 Taylor Street NW (Square 3312, Lot 43);

WHEREAS, Janis E. Williams and Elaine D. Williams are the owners and residents of 309 Taylor Street NW (Square 3312, Lot 45);

WHEREAS, Developer filed an application with the D.C. Board of Zoning Adjustment, in Case No. 19112, for approval of a special exception to allow construction of the Project (the "BZA Case");

WHEREAS, Neighbors presented written and/or oral opposition to the Project to the Board of Zoning Adjustment ("BZA") and/or Advisory Neighborhood Commission 4C.

NOW, THEREFORE, in consideration of the foregoing 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:

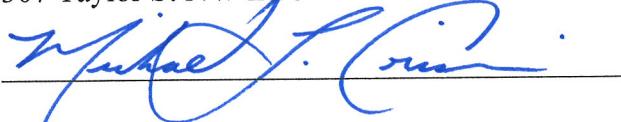
1. Developer will revise the design of the Project as shown in the plans attached as Exhibit A (the "Plans"). The revised proposed addition for the Project will measure no more than 20' x 20' on the cellar and first levels and no more than 20' x 12' on the 2nd level with a balcony off of the 2nd level. The front of the Project will retain the porch-like appearance but will include an entrance to one residential unit on the cellar level, as more particularly shown on the Plans. The exterior of the addition will be hardi plank. The Project will contain three (3) residential units.
2. Developer will replace the tree at the rear of the 307 Property with a reasonably mature tulip tree, at least five (5) feet tall, after construction of the Project is complete.
3. Neighbors individually shall file letters with the BZA indicating their support for the Project and the BZA Case, conditional on the Plans and this Agreement, within five (5) days after the effective date of this Agreement, but no later than January 1, 2016 in any event.
4. Neighbors individually shall notify Advisory Neighborhood Commission 4C, either in writing or orally at a public meeting, of their support for the Project and the BZA Case, conditional on the Plans and this Agreement, no later than December 9, 2015.

5. Neighbors shall not directly or indirectly oppose, appeal, obstruct, or interfere with the BZA Case or any other building permit approvals from the Zoning Administrator (the "Zoning Entitlements") through any means, including encouragement or assistance to others. Furthermore, Neighbors shall not participate in any litigation or appeal contesting the validity of the Project's Zoning Entitlements or of the BZA Order approving the BZA Case. This Paragraph 5 shall pertain to only those aspects of a building permit governed by the Zoning Regulations (Title 11 of the D.C. Municipal Regulations), and it shall not pertain to any other entitlements necessary for a building permit, such as the Building Code.
6. The date on which this Agreement is accepted and signed by the last party shall be inserted as the effective date of this Agreement under the first paragraph.
7. 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.
8. If the BZA denies or does not approve the BZA Case, then this Agreement shall be null and void. Similarly, if the D.C. Court of Appeals reverses, remands, overturns, or vacates the BZA Order on appeal such that Developer cannot construct the Project as approved, then this Agreement shall be null and void.
9. All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
10. If any provision of this Agreement or any application thereof shall be declared to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect. Nothing herein will supersede the laws and regulations of the District of Columbia or prevent the parties hereto from seeking enforcement of said laws and regulations.
11. The terms of this Agreement shall continue in full force and effect as an Agreement among the Parties and shall be enforceable as permitted by law, including, but not limited to, specific performance.
12. Time shall be of the essence with regard to all matters contained within this Agreement.
13. Modifications, waivers, and consents regarding this Agreement shall only be binding if in writing and signed by the Parties.
14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or scanned signatures shall constitute originals.

[signature pages follow]

IN WITNESS WHEREOF, on the day and year first above written, 307 Taylor St NW LLC has caused this Agreement to be executed under seal by Michael Crisci, and 307 Taylor St NW LLC does hereby constitute and appoint Michael Crisci its true and lawful attorney-in-fact for it and in its name to acknowledge and deliver this Agreement according to law.

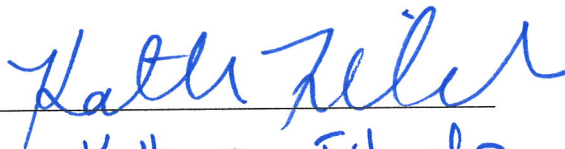
307 Taylor St NW LLC



By: Michael Crisci

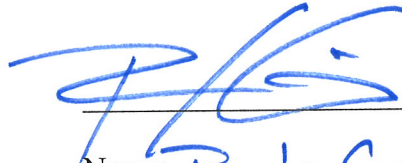
Its: Manager

IN WITNESS WHEREOF, on the day and year first above written, Katherine Filardo has caused this Agreement to be executed under seal and deliver this Agreement according to law.



Name: Katherine Filardo
Address: 305 Taylor St NW

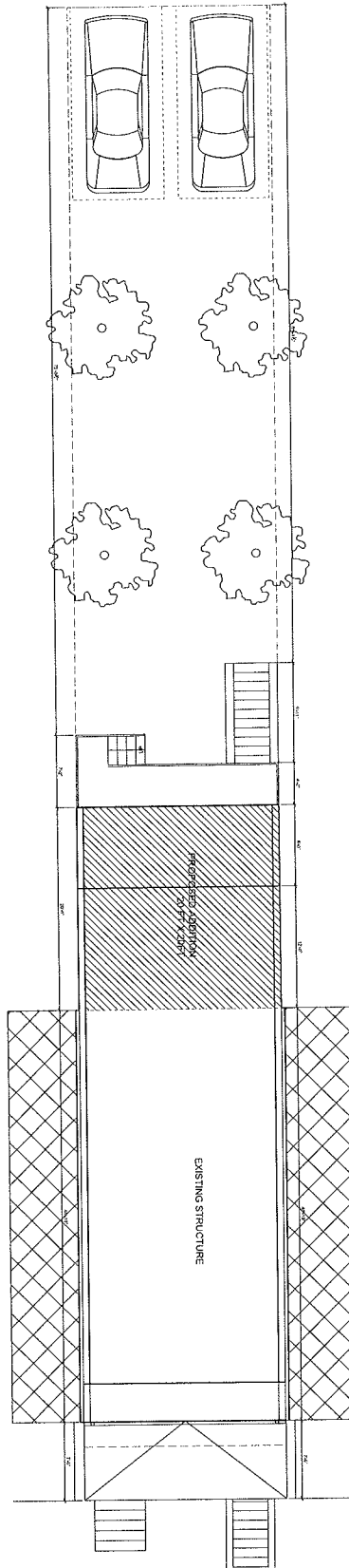
IN WITNESS WHEREOF, on the day and year first above written, Paulo Gusmão has caused this Agreement to be executed under seal and deliver this Agreement according to law.

A stylized handwritten signature in blue ink, consisting of a large 'P' and 'G' intertwined.

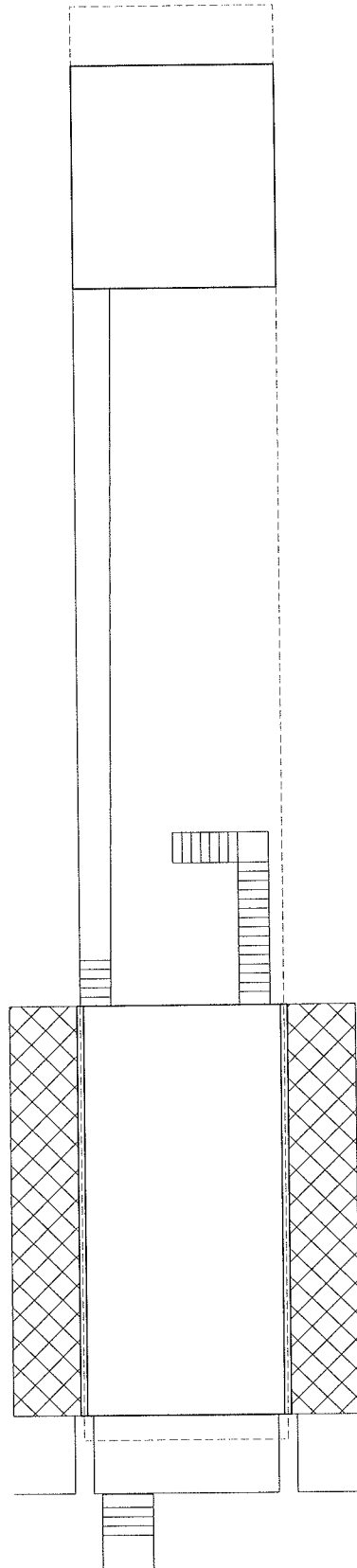
Name: Paulo Gusmão
Address: 305 Taylor St. NW

EXHIBIT A

Project Plans



1 PROPOSED SITE PLAN - ROOF HATCH
SCALE: 3/16" = 1'-0" 24x36 LAYOUT



1 EXISTING SITE PLAN
SCALE: 3/16" = 1'-0" 24x36 LAYOUT

307 TAYLOR STREET, NW

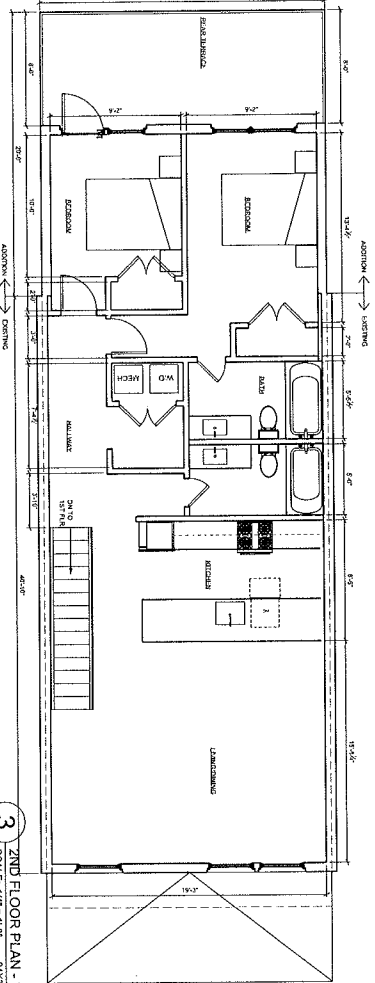
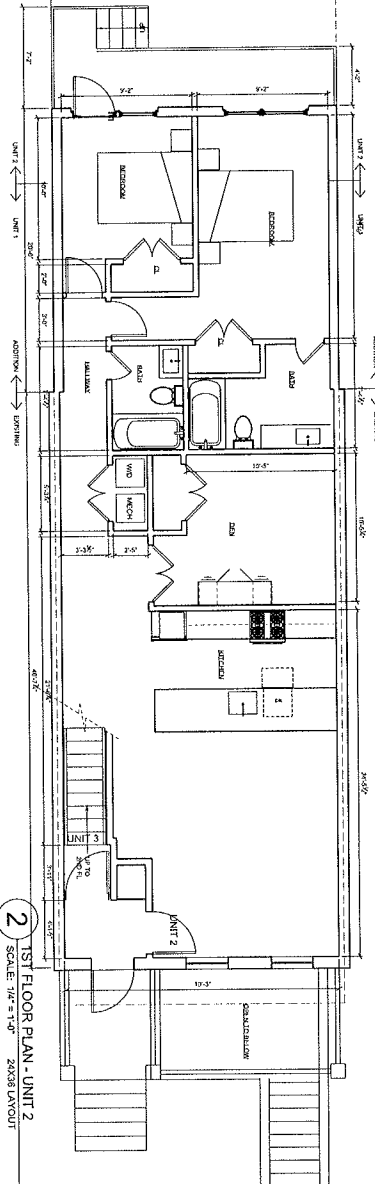
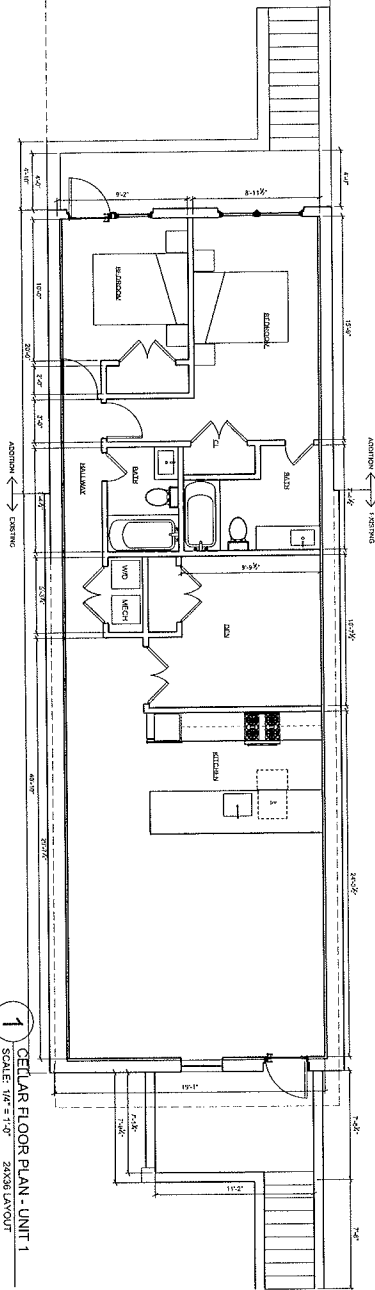
307 TAYLO STREET, NW
WASHINGTON, DC 20011

KC/DC STUDIOS

ARCHITECTURE - DESIGN - CONSTRUCTION MANAGEMENT
P. H. H. H. H.
1000 10th Street NW, Suite 1000, Washington, DC 20001

A0100-4

SCALE: AS NOTED
DATE: 11/17/2016
PROJECT NUMBER: 307 TAYLOR



307 TAYLOR STREET, NW

307 TAYLO STREET, NW
WASHINGTON, DC 20011

KC/DC STUDIOS

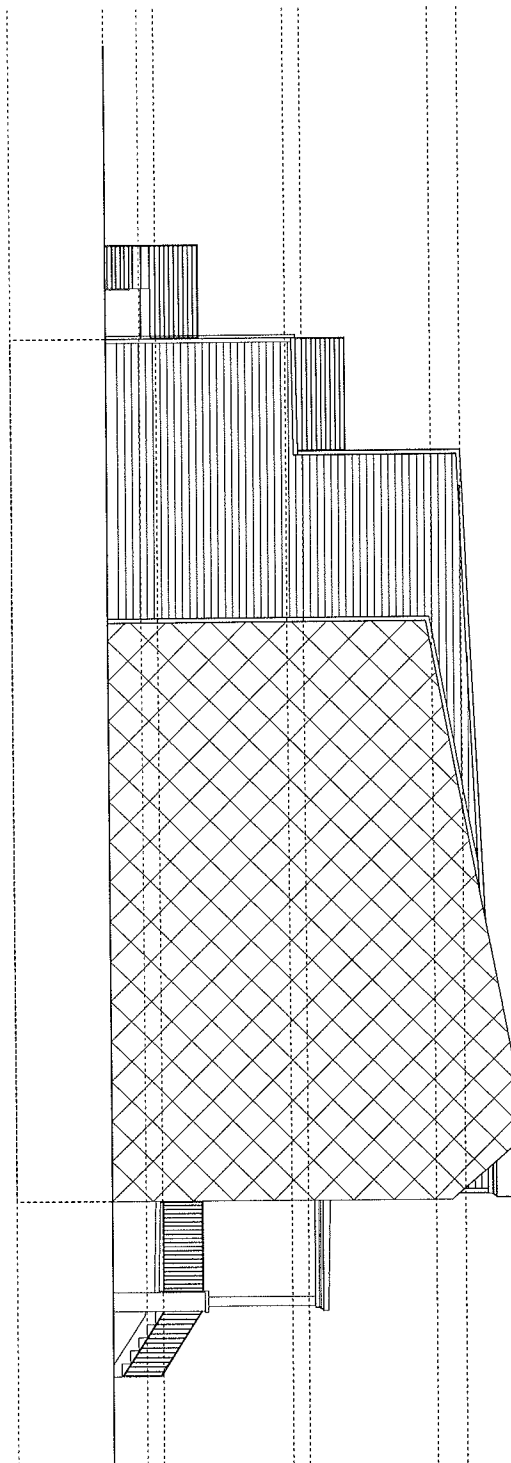
Architecture - Design - Construction Management
+ 314-431-1111
info@kcstudios.com
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A0101-4

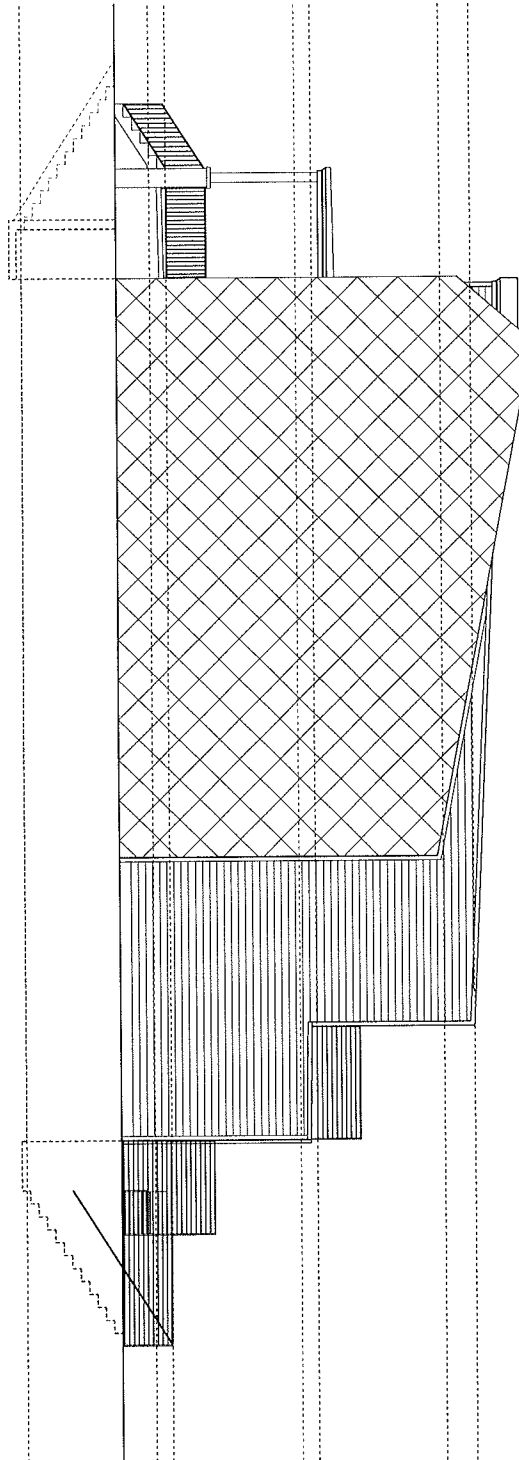
SCALE: AS NOTED
DATE: 11/7/2015
PROJECT NUMBER: 307 TAYLOR



1 EAST ELEVATION
SCALE: 1/4" = 1'-0" 24X36 LAYOUT



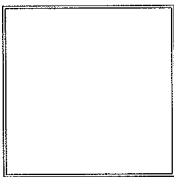
A0202-4	SCALE: AS NOTED	307 TAYLOR STREET, NW WASHINGTON, DC 20011	KC/DC STUDIOS architecture - design - construction management P: 202.331.1010 info@kcdsstudios.com 1115 Taylor Street NW, Suite 2000
	DATE: 11/17/2015		
	PROJECT NUMBER: 307 TAYLOR		



1 WEST ELEVATION
SCALE: 1/4" = 1'-0" 24X36 LAYOUT

A0203-4

SCALE:	AS NOTED
DATE:	11/17/2015
PROJECT NUMBER:	307 TAYLOR



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