

## Settlement Agreement

This Settlement Agreement (the "Agreement") is entered into as of this <sup>30<sup>th</sup></sup> day of May, 2018, by and between Mi Casa Inc. (the "Owner") and Dorcas Agyei (the "Neighbor") in regard to construction of a single-family home at the property located at 1928 15th Street SE (Square 5766, Lot 800), which is to be completed by the Owner. Owner and Neighbor may be referred to herein individually as "Party" and collectively as the "Parties."

### RECITALS:

WHEREAS, Owner is the contract purchaser of the real property located on Lot 800, in Square 5766, which is commonly known as 1928 15th Street SE (the "Property");

WHEREAS, Neighbor is the owner of the real property and improvements abutting the Property, which is located at Lot 801, Square 5766 and commonly known as 1926 15<sup>th</sup> Street SE (the "Neighboring Property");

WHEREAS, Owner intends to construct a single-family home on the Property (the "Project");

WHEREAS, Owner has filed an application for zoning relief with the Board of Zoning Adjustment (the "BZA") seeking variance relief, which is filed as BZA Case No. 19736 (the "BZA Case");

WHEREAS, Neighbor has filed a Request for Party Status in Opposition to the BZA Case;

WHEREAS, Owner must obtain approval from the BZA in order to construct the Project under the current District of Columbia Zoning Regulations;

WHEREAS, Neighbor wishes to ensure continued access to the Neighboring Property upon construction of the Project;

WHEREAS, the Parties acknowledge that this Agreement is contingent upon Owner obtaining approval of the BZA Case, approval from the Historic Preservation Review Board ("HPRB"), and obtaining all permits necessary for construction of the Project; and

WHEREAS, the Parties desire to enter into this Agreement, hereby resolving the comments and concerns asserted by the Neighbor and other matters raised in regard to the Property, as follows:

1. **Incorporation of Recitals.** The parties acknowledge the Recitals set forth above, which are adopted by reference and incorporated in their entirety as if set forth fully below.

2. **Construction In Relation To Neighboring Property.** The Owner shall construct the Project in general conformity with the site plan attached as Exhibit A (the "Plans"). As set forth in the Plans, the northern wall of the Project shall be constructed no fewer than two (2) feet from

the Property's northern lot line (the "Shared Lot Line") as of the date of this Agreement, as demonstrated on the Surveyor's Plat (the "Plat") attached hereto as Exhibit B. Additionally, any external utility meters on the Project shall not be located on the north-facing side of the Project. Owner shall update the BZA Case to reflect the Plans at Exhibit A, and the Parties acknowledge that Owner must obtain approval from the BZA to construct the Project in conformity with the Plans at Exhibit A.

3. **No Fence or Obstruction.** The Parties shall not construct any fence or other obstruction along the Shared Lot Line for the length of the structure that is erected on the Property, as depicted in Exhibit A.

4. **No Windows on Northern Property Façade.** The Owner agrees that they shall not build windows on the northern façade of the Property facing the Neighboring Property.

5. **Easement for Neighbor Access.** The Owner agrees to execute and record an easement for the mutual and cross-benefit of Neighbor and future owners of the Property for ingress and egress over the below described easement area. The Parties understand and acknowledge the easement area may be used for, including but not limited to, pedestrian access, maintenance, repair, and the general benefit the Parties. The Owner does not relinquish any rights or benefits to the easement area, except as specifically required in the recorded easement. Within ten (10) business days of conveyance of the Property to Owner, the Owner shall record an easement, in a form similar to that attached hereto as Exhibit C. Owner may reasonably modify Exhibit C consistent with this agreement prior to recordation.

6. **Withdrawal of Request for Party Status.** In exchange for the obligations expressed herein, Neighbor shall immediately withdraw the Request for Party Status filed by Neighbor in the BZA Case.

7. **No Opposition to BZA and/or HPRB Application.** In exchange for the obligations expressed herein, the Neighbor, nor any agent on their behalf, will not sue, challenge, contest, testify, appeal or file any documentation in objection; whether administratively, judicially, or publicly; in connection with the Owner's application, approvals, permits or other development rights granted by the BZA and/or HPRB in connection with the Property. The Neighbor shall make his/her best effort to support the zoning relief before the Advisory Neighborhood Commission and the BZA. As required by law, the Owner shall construct the Project in material conformance with the Plans, as approved by the BZA and HPRB. During the permitting and construction phase, any material deviation from the Plans, as approved by the BZA and HPRB, will be considered a breach of this agreement.

8. **Notices.** All notices, requests, or other communications hereunder shall be given in writing and shall be deemed given if delivered in writing by hand, by certified mail, postage prepaid, or by electronic mail to the following addresses:

If to the Owner:

Mi Casa, Inc.  
6230 3<sup>rd</sup> Street NW, Ste. 2  
Washington, DC 20011  
[elin@micasa-inc.org](mailto:elin@micasa-inc.org)

With a copy to:  
Alyssa Bigley  
c/o Cozen O'Connor  
1200 19<sup>th</sup> Street NW  
Washington, DC 20036  
[abigley@cozen.com](mailto:abigley@cozen.com)

If to the Neighbor:

Dorcas Agyei  
1926 15<sup>th</sup> Street SE  
Washington, DC 20020  
[sewadee@gmail.com](mailto:sewadee@gmail.com)

9. **Severability**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, thus any such invalid or unenforceable provision shall be construed as if omitted. Both parties hereto having participated actively in the negotiation in this Agreement, the terms of this Agreement shall not be construed against, or more favorably toward, any party, regardless of their responsibility for its preparation.

10. **Governing Law**. This Agreement shall be governed by, construed and enforced according to the laws of the District of Columbia.

11. **Authority & Voluntary Consent**. This Settlement Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. Each of the Parties acknowledges that it, he or she: (a) has read this Settlement Agreement; (b) understands the terms and consequences of this Settlement Agreement and of the agreements it contains; and (c) is aware of the legal and binding effect of this Settlement Agreement. The Owner further acknowledges that they have been represented in the preparation, negotiation, and execution of this Settlement Agreement by legal counsel.

12. **Binding Nature**. The terms, conditions and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

13. **Entire Agreement**. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and understandings relating to the subject matter of this Agreement. The parties to this Agreement agree that Owner

shall have the right to assign this Agreement without written consent, but shall notify the Neighbor within fifteen (15) days after assignment.

14. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed one and the same instrument. Facsimile or PDF signatures shall be deemed originals for the purposes of this document.

15. **No Admission.** This settlement is not intended to be, and is not, an admission of liability or fault by any Party.

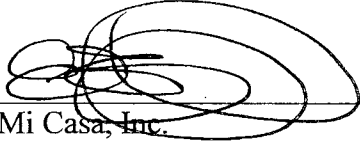
16. **Covenant of Further Assurances.** Each Party agrees from time to time and at any time hereafter, to take such actions, and to execute such documents, as may be reasonably required or appropriate to carry out the terms of this Agreement.

17. **Amendment – Waiver.** No modification of this agreement shall be valid unless such modification is in writing and signed by both parties to this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is charged.


18. **Termination.** This agreement shall terminate if the BZA Case is withdrawn or denied, effective immediately upon the date of such withdrawal or denial.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

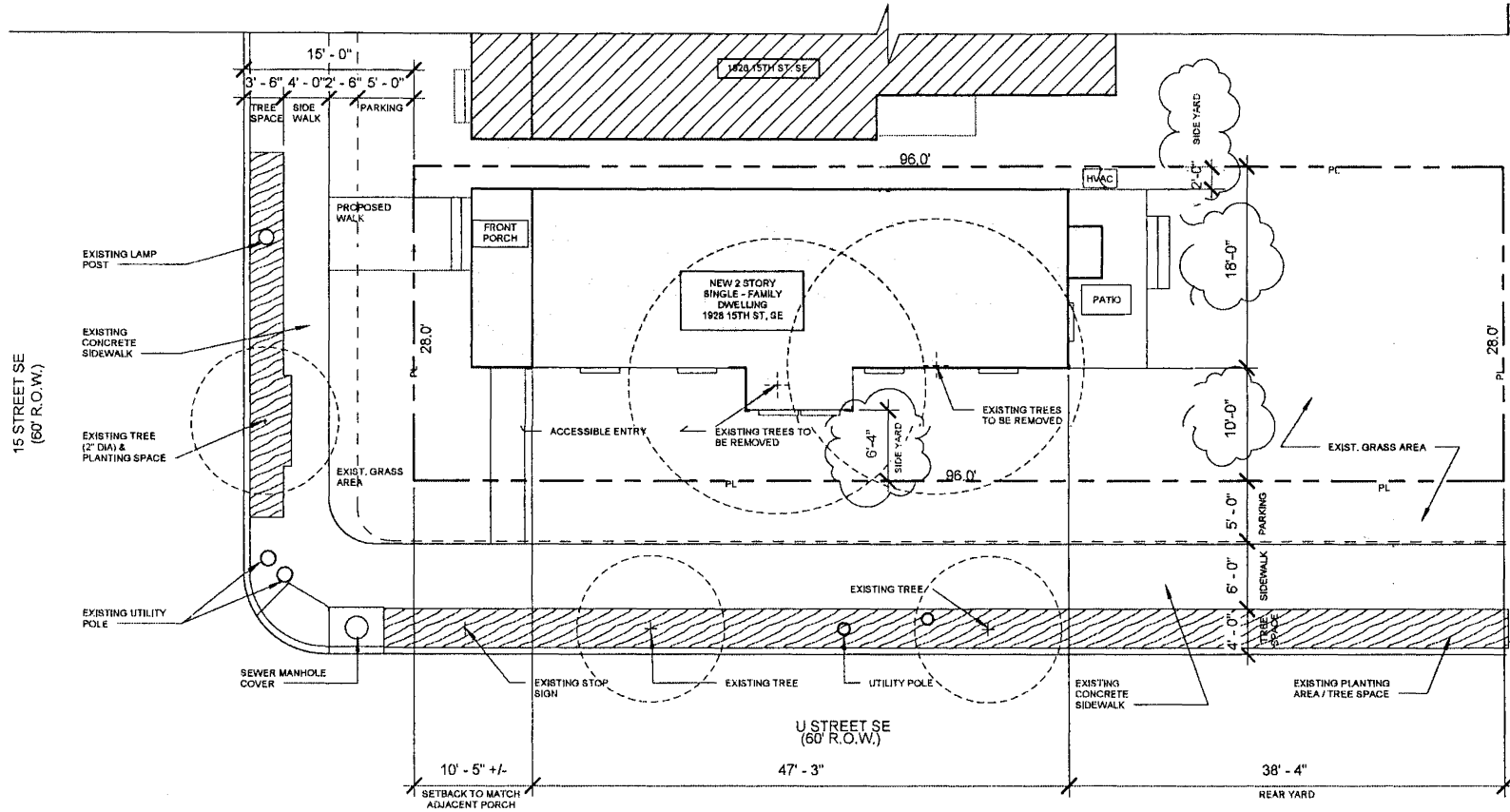
Owner

 Date: 5-30-2018  
Mi Casa, Inc.  
By: Elin Zurbrigg  
6230 3<sup>rd</sup> Street NW, Ste. 2  
Washington, DC 20020

Neighbor

 Date: 5-30-2018  
Dorcas Agyei  
1926 15<sup>th</sup> Street SE  
Washington, DC 20020

**EXHIBIT A**  
**SITE PLAN**  
*[See Attached]*



1 Site Plan  
1" = 10'-0"



410 Florida Avenue NW  
Washington, DC 20001  
e: [w@wiebenson.com](mailto:w@wiebenson.com)  
www.wiebenson.com

# Wiebenson & Dorman Architects PC

1928 15th Street SE

Site Plan

Date	Description
6-16-2017	11/18/18 CONCEPT
10-26-2017	11/18/18 SITE
05-08-2019	REVISIONS
05-30-2019	REVISED ATTLEMENT



A-10

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**EXHIBIT B**  
**SURVEYOR'S PLAT**  
*[See Attached]*

DISTRICT OF COLUMBIA GOVERNMENT  
OFFICE OF THE SURVEYOR

Washington, D.C., January 30, 2018

Plat for Building Permit of: SQUARE 5766 LOT 800

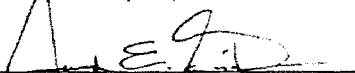
Scale: 1 inch = 20 feet

Recorded in Book A & T Page 225

Receipt No. 18-02731 Drawn by: A.S.

Furnished to: OWEN GIBSON

"I hereby certify that the dimensions and configuration of the lot(s) hereon depicted are consistent with the records of the Office of the Surveyor unless otherwise noted, but may not reflect actual field measurements. The dimensions and configuration of A&T lots are provided by the Office of Tax and Revenue and may not necessarily agree with the deed description(s)."

  
A.S.  
Surveyor, D.C.

I hereby certify that on this plat on which the Office of the Surveyor has drawn the dimensions of this lot, I have accurately and completely depicted and labeled the following:

- 1) all existing buildings and improvements - including parking spaces, covered porches, decks and retaining walls over four feet above grade, and any existing face-on-line or party wall labeled as such, well as projections and improvements in public space - with complete and accurate dimensions;
- 2) all proposed demolition or raze of existing buildings duly labeled as such; all proposed buildings and improvements - including parking spaces, covered porches, decks and retaining walls over four feet above grade, any existing face-on-line or party wall labeled as such, as well as projections and improvements in public space and the improvements used to satisfy pervious surface or green area ratio requirements - with complete and accurate dimensions, in conformity with the plans submitted with building permit application \_\_\_\_\_; and
- 3) any existing chimney or vent on an adjacent property that is located within 10 feet of this lot.

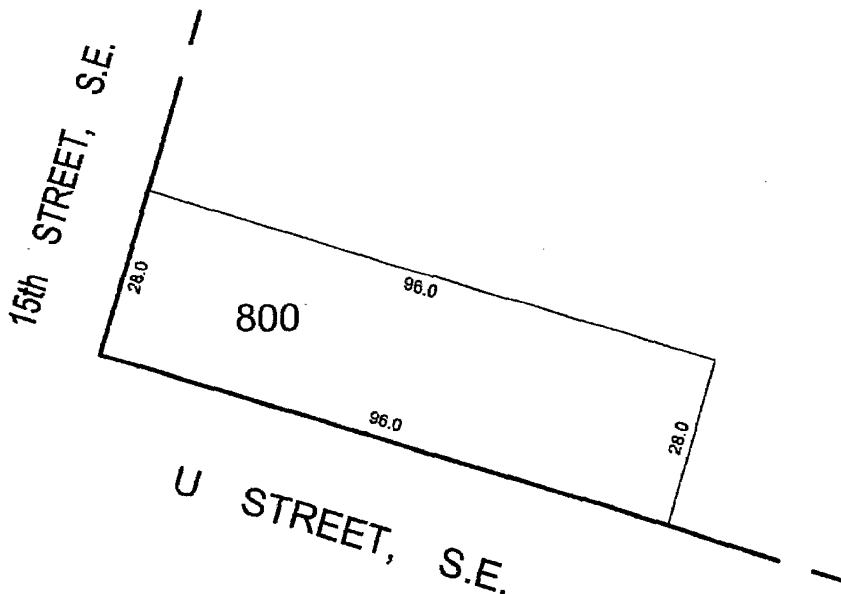
I also hereby certify that:

- 1) my depiction on this plat, as detailed above, is accurate and complete as of the date of my signature hereon;
  - 2) there is no elevation change exceeding ten feet measured between lot lines; or if so, this elevation change is depicted on a site plan submitted with the plans for this permit application;
  - 3) I have/have not (circle one) filed a subdivision application with the Office of the Surveyor;
  - 4) I have/have not (circle one) filed a subdivision application with the Office of Tax & Revenue; and
  - 5) if there are changes to the lot and its boundaries as shown on this plat, or to the proposed construction and plans as shown on this plat, that I shall obtain an updated plat from the Office of the Surveyor on which I will depict all existing and proposed construction and which I will then submit to the Office of the Zoning Administrator for review and approval prior to permit issuance.
- The Office of the Zoning Administrator will only accept a Building Plat issued by the Office of the Surveyor within the 6 months prior to the date DCRA accepts a Building Permit Application as complete. I acknowledge that any inaccuracy or errors in my depiction on this plat will subject any permit or certificate of occupancy issued in reliance on this plat to enforcement, including revocation under Sections 105.6(1) and 110.5.2 of the Building Code (Title 12A of the DCMR) as well as prosecution and penalties under Section 404 of D.C. Law 4-164 (D.C. Official Code §22-2405).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Relationship to Lot Owner: \_\_\_\_\_

If a registered design professional, provide license number \_\_\_\_\_ and include stamp below.



SCALE: 1:20

Board of Zoning Adjustment  
District of Columbia  
CASE NO 19738  
EXHIBIT NO 3



**EXHIBIT C  
EASEMENT AND RIGHT OF WAY AGREEMENT**

THIS DECLARATION OF EASEMENT (“Declaration”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by **Mi Casa Inc.**, (hereinafter referred to as “Grantor”), for the benefit of **Dorcas Agyei** (hereinafter referred to as “Grantee”).

**RECITALS**

R-1. Grantor is the owner in fee simple of the land and improvements in the District of Columbia known and designated as Lot 800, in Square 5766, having the street address of 1928 15<sup>th</sup> Street SE (the “Property”); and;

R-2. Grantee is the owner in fee simple of the land and improvements in the District of Columbia known and designated as Lot 801 in Square 5766, having the street address of 1926 15<sup>th</sup> Street SE (the “Agyei Property”); and;

R-3. The North boundary of the Property abuts the South boundary of the Agyei Property; and;

R-4. The Grantor desires to grant and declare in favor of Grantee and Grantee’s successors and assigns an easement of ingress and egress and right of way in the strip of land comprised of the Northern two (2) feet, or twenty-four (24) inches of the Property, bounded on the West by the Western Property line and ending on the East flush with the rear wall of the structure, which will be approximately fifty-seven (57) feet from the Western Property line and consisting of approximately one-hundred fourteen (114) square feet of certain land of the Property for the benefit of the Agyei Property and running with the land, subject to and as more fully described herein, hereinafter referred to as the “Easement Area” and to confirm the continuation of the existing right of way over the Easement Area.

NOW THEREFORE, Grantor, in consideration of the premises and of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged declares as follows:

**ARTICLE I**

Grantor hereby declares and grants to Grantee and Grantee’s successors and assigns, a non-exclusive right-of-way over and across the Easement Area, together with the non-exclusive right of ingress and egress along and over the said Easement Area in connection therewith.

**ARTICLE II**

The Easement and right of way granted herein (hereinafter referred to as the “Easement”) shall be subject to the following conditions:

**FIRST:** The Easement shall be of perpetual duration and may not be amended or terminated except by a written instrument, duly executed and acknowledged by the parties hereto,

their successors or assigns, and recorded in the Land Records of the District of Columbia.

**SECOND:** Grantor will not erect or permit to be erected any building or structure of any nature whatsoever within the Easement Area, nor fill or excavate within the said right-of-way without the consent of Grantee; and provided further, that Grantee shall not unreasonably withhold its consent for Grantor to make any use of or conduct any activity on the lands within the Easement Area for any purpose whatsoever, so long as the objectives of this Easement for benefiting Grantee are not interfered with or otherwise impaired;

**THIRD:** Grantor shall at all times have a non-exclusive right of ingress and egress over said Easement Area;

**FOURTH:** Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the property of Grantor to or for the general public, or for any public purpose, use, or benefit whatsoever, or create any right or benefit in any third party, it being the intention of Grantor and Grantee that the Easement will be strictly limited to and for the scope, purpose, and other terms and conditions expressed herein.

**FIFTH:** Grantee accepts the grant of this Easement and does hereby undertake the following affirmative covenants in connection herewith: (i) the Parties shall release, hold harmless, defend, and indemnify each other from and against any and all claims or liabilities of any kind (including any reasonable attorney fees or related expenses incurred in the defense thereof, and any costs of enforcing this section, FIFTH) arising directly or indirectly in connection with the use and enjoyment of this Declaration, unless such claim or liability is attributable solely to the negligence or willful misconduct of Grantor.

**SIXTH:** The Easement is appurtenant to the Property, and may not be transferred, assigned, or encumbered, except as an appurtenance thereto. The covenants, restrictions, and conditions contained in this Easement shall (a) constitute covenants running with the land; (b) bind Grantor and every other person having any fee, leasehold, or other interest in any portion of the Property at any time or from time to time containing all or any part of the Easement Area; and (c) inure fully to the benefit of Grantee, their successors and assigns. Notwithstanding anything in this Easement to the contrary, the grant of the Easement is and shall remain subject to any objections by any present or future mortgagee having an interest in the Easement Area. Grantor covenants to maintain and keep the Easement Area free of any debris that would interfere with ingress and egress, as the case may be. If repairs are needed due to the acts or omissions of any Party, including its successors and assigns, that Party shall be solely responsible for the repair or restoration.

**SEVENTH:** Each provision of this Declaration is and shall be severable, and if any provision herein contained or the application thereof to any person or circumstance is determined by a tribunal of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Declaration and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**EIGHTH:** This Declaration may be executed in counterpart copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**NINTH:** This Easement shall be governed by and construed in accordance with the laws of the District of Columbia. In the event that either party retains counsel to enforce the terms of this Declaration, the parties hereby agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other expenses, whether or not ordered by any court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the Grantor has hereunto affixed their hand the day and year first herein above written.

GRANTOR:

MI CASA INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Elin Zurbrigg, Deputy Director

CITY OF WASHINGTON )  
  )    ss:  
DISTRICT OF COLUMBIA )

I, \_\_\_\_\_, a Notary Public in and for the District of Columbia, do hereby certify that ELIN ZURBRIGG who is the Deputy Director of Mi Casa Inc., the Grantor named in the foregoing and annexed instrument bearing the date of \_\_\_\_\_, 201\_ personally appeared before me in the aforesaid jurisdiction and being personally well known to me (or satisfactorily identified) acknowledged the same to be her act and deed, and that she executed said instrument for the purposes therein contained on behalf of Mi Casa Inc.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: