DONATELLI & KLEIN, INC.
Artery Plaza ♦ Suite 310
7200 Wisconsin Avenue, Bethesda, Maryland 20814 ♦ 301 / 654-0700 ♦ Fax: 301 / 654-7675

October 16, 2000

Garnet & Anne Woodham, 2006 13th Street
Beverly Bakeir, 2010 13th Street
Teague Newhart, 2008 13th Street

Re: Closing of Public Alleys in Square 236
Bill No. 13-797

Ladies and Gentlemen:

As stated in the record of the above hearing, held on September 26th, 2000, the following are the specifics describing our responsibility, as the Developer, for improvements on and next to your properties as shown on the attached plan.

The agreed terms are as follows:

1. Developer shall provide a paved vehicular access to the rear of the properties through a private easement agreement. (see attached plan)

2. Developer shall provide a paved driveway for length of a vehicle and the width of each property.

3. Developer shall make modifications or preparations to each backyard in order to provide for the above improvements. Replacement or installment of new fencing is offered and will be at the owner's option.

4. Developer shall provide a gated pedestrian walkway to 13th Street.

5. Developer shall provide temporary lighting in the alleyways immediately upon removing the existing lighting.

6. Developer shall provide and maintain permanent lighting in the alleyways upon completion of construction.

7. Developer shall maintain the alleyway and gate during and after construction.

BZA
Case No. 16726
Exhibit No. 32

Board of Zoning Adjustment
District of Columbia
CASE NO.16726
EXHIBIT NO.32

8. Developer shall ensure that during construction, you will be insured against wrongful damage to your property, including water drainage, by fault of Developer.

9. Developer shall immediately respond to complaints and cure any damages to the properties and agree to a mediation process, in case of conflicts.

10. Developer shall provide decorative enhancements to the proposed building wall facing the rear of your properties and the side of 2006 13th.

11. Developer will assume all costs for the above, including but not limited to, permits, construction, and permanent maintenance of the alleyways.

12. Developer shall stipulate the above agreement exists in perpetuity, in case of sale of the apartment building, as not to incur any future costs to the residents or new owners of the 13th Street properties.

Sincerely,



Christopher J. Donatelli
Ellington Plaza –DG Limited Partnership

## Larry Clark

**From:** Garnet & Anne Woodham [w61132@erols.com]
**Sent:** Thursday, November 30, 2000 1:47 PM
**To:** Larry Clark
**Subject:** Re: Reminder

We are very sorry. We did not observe there was a page 2, we now have seen the
complete communication and hereby state we are in full agreement.

Garnet and Anne Woodham

Larry Clark wrote:

> -----Original Message-----
> From: Garnet & Anne Woodham [mailto:w61132@erols.com]
> Sent: Wednesday, November 29, 2000 4:57 PM
> To: Larry Clark
> Subject: Re: Reminder
>
> Could we ask you to re-send that letter of agreement which you sent us on
> October 10. Many thanks.
>
> Woodham
>
> Larry Clark wrote:
>
> > Mr & Mrs. Woodham - Would you be so kind as to either initial and fax back
> > the agreement I sent you or e-mail me a message that you agree with the
> > paperwork. Our fax is (301)654-7675 or you can respond to this e-mail. I
> > would like to have the above for our alley file. Thank you and please
> call
> > if there are any questions. - Larry
>
>

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> Name: alley - resident conc-revised.doc
> alley - resident conc-revised.doc Type: WINWORD File (application/msword)
> Encoding: base64

GARNET AND ANNE WOODHAM

LOT 43

APPROVAL