NEIGHBORHOOD COOPERATION AGREEMENT

This AGREEMENT, made as of this ____ day of _____, 2002, by and among Andrea Marinkovich trading as Burton Marinkovich Fine Art and William Bass (collectively referred to herein as "the Gallery"), and the undersigned Neighbors of the Gallery (hereinafter, with their successors and assigns, collectively referred to as the "Neighbors").

W I T N E S S E T H :

WHEREAS, Ms. Marinkovich is the lessee of 1629 21st Street, N.W., (hereinafter "the building") which is formally known as Square 93, Lot 122 and which is a contributing building to the Dupont Circle Historic District; and

WHEREAS, pursuant to the application filed with the District of Columbia Board of Zoning Adjustment ("BZA") as BZA Application No. 16920, the Gallery seeks a special exception to permit the first floor and a portion of the second floor to be used as an art gallery; and

WHEREAS, Neighbors have raised some concerns about the operation of the Gallery and Ms. Marinkovich desires to address these concerns; and

WHEREAS, the Gallery seeks to operate the gallery and residential portions of the property in such a way that it will not have a negative impact on the neighborhood. and

WHEREAS, the Gallery desires to obtain the support of Neighbors as necessary to fully implement the proposed use of the building as modified under this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the agreements herein contained, 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. The Gallery agrees that it will operate the gallery and residential portions of the property in such a way that it will not have a negative impact on the neighborhood.

2. When the Gallery participates in art walks or other joint gallery showings, or when it sponsors Gallery openings to which the general public is invited, no alcohol will be served. These shall be limited to 12 per year. Gallery events limited to personal invitation will not serve alcoholic beverages except wine and beer. Events will end at 9:00 p.m.

3. Security lighting will be sufficient to provide reasonable security but will be directed away from neighboring windows. Those lights not directed at the building will utilize low glare lights.

4. Tenants shall adhere to all security rules adopted by the Gallery. Moreover, noise and lights shall not be permitted to intrude on the neighborhood in a negative fashion.

5. The Gallery will encourage Metro use by noting, in its advertisements and invitations, the proximity of the Metro Station at Q street and Connecticut Ave. It will also encourage guests to use public parking facilities.

Board of Zoning Adjustment
District of Columbia
CASE NO.16920
EXHIBIT NO.49

Case No. 16920
Exhibit No. 49

6. If requested, the undersigned Neighbors will support, in writing, the Gallery's application No. 16920 before the BZA.

General Provisions

7. It is understood that this Agreement does not limit the ability of any party at any time to enforce existing law or the Zoning Regulations or to seek or oppose any change in any existing law or the Zoning Regulations. The terms of this agreement may be changed by approval of the Gallery and at least a majority of the Neighbors. Nothing herein shall prevent the Gallery or their successors or assigns from seeking relief from any provision of the Zoning Regulations at any time.

8. These provision shall be in full force so long as the space which is the subject of the application is used for an art gallery pursuant to the special exception issued by the BZA in Case No. 16920. They shall also apply to subsequent certificates of occupancy based on the cited special exception.

9. 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.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein.

11. All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

12. The terms of this Agreement are binding on the Gallery, Ms. Marinkovich, Mr. William Bass, and undersigned Neighbors and their respective successors and assigns.

13. No change or modification of this Agreement or any waiver of the provisions hereof shall be valid unless same is in writing and signed by Ms. Marinkovich, Mr. William Bass, and a majority of the Neighbors signing hereto, or their successors and assigns. All notices and communications hereunder shall be in writing and deemed duly given if personally delivered or delivered by facsimile or certified mail, return receipt requested, postage prepaid.

14. The parties hereto shall be responsible for notifying each other of any change of address or change of parties to be notified.

15. Any date specified in this Agreement which is a Saturday, Sunday or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday. Any reference herein to the singular shall include the plural and reference to the male, female or neuter gender shall include reference to all other genders.

16. Time shall be of the essence with regard to all matters contained within this Agreement.

17. The date on which this Agreement is accepted by the last party to accept and sign this Agreement shall be inserted as the effective date of this Agreement under the first paragraph. This Agreement may be executed in counterparts, such that all counterparts when read together shall constitute one instrument.

Ms. Andrea Marinkovich
1629 21st Street, N.W.
Washington, DC 20036

Sig.: _____ Date 10/15/02

Mr. William Bass
Address: 2801 31st Street, N.W.
Washington, DC 20008

Sig.: _____ Date 10/15/02

Neighbor: MICHAEL ~~+ LINDA~~ FRAME Address: 1642 21st St, NW WASHINGTON, DC 20009 Sig.: _____ Date 10/21/2002	Neighbor: JULIE GOLDSMITH Address: 1646 21st St, NW Wash. DC 20009 Sig.: _____ Date 10/24/02
Neighbor: Ellyn Anthrun Address: 1627 21st St NW Sig.: _____ Date 10/17/02	Neighbor: Constance Pendleton Address: 1640 21st St NW Washington DC 20009 Sig.: _____ Date 10/24/02
Neighbor: NICHOLE FAGO Address: 1644 21st St NW Sig.: _____ Date 10-17-02	Neighbor: Linda FRAME Address: 1642 21st ST NW Sig.: _____ Date 10/25/02
Neighbor: Mary Braden Address: 1640 21st ST NW Washington DC 20009 Sig.: _____ Date 10/21/02	Neighbor: M D Gilley Address: 1709 1/2 Hst St. N.W Sig.: _____ Date 10-25-02

Neighbor: Lori Angell Address: 1724 21st St. NW #1 Washington, DC 20009 Sig.: Lori Angell Date 10/26/02	Neighbor: Jim Stuggs Address: 1732 21st St Wash D.C 20009 Sig.: Date 10/26/02
Neighbor: Melise Foucadi Address: 1732 21st NW 20009 Sig.: Date 10/26	Neighbor: John E. Scruggs Address: 1728 21st St. NW Wash., DC 20009 Sig.: J E Scruggs Date 10/26
Neighbor: Hilda Bank Address: 1716 21st Street NW Wash. DC 20009 Sig.: Hilda O. Bank Date 10/26/2002	Neighbor: Rirene Hattis Address: 1722 21st st NW Sig.: R. Hattis Date 10/26/2002
Neighbor: David B. Hattis Address: 1722 21st St., N.W. Sig.: Date 10/26/02	Neighbor: Howard Bond Address: 1726 21st St NW Sig.: Date 10/26/02
Neighbor: Benjamin Stearn Address: 1615 21st St NW Sig.: Date 10/26/02	Neighbor: Brian Branton Address: 1615 21st Street, NW Sig.: Date 10/26/02
Neighbor: Tom Shirk Address: 2016 R St NW Sig.: Date 10/26/02	Neighbor: Thomas Bantle Address: 2016 R ST NW Sig.: Date 10/26/02
Neighbor: Margo K. Bartsch Address: 2011 Hillyer Place, NW Sig.: Margo K Bartsch Date 10/26/02	Neighbor: Adam Bartsch Address: 2011 Hillyer Place, NW Sig.: Date 10/26/02

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Washington, DC 20036

Sig.: _____ Date 10/15/02

Mr. William Bass
Address: 2801 31st Street, N.W.
Washington, DC 20008

Sig.: _____ Date 10/15/02

Neighbor: MARY F HARRISON Address: 1708 21 ST NW Sig.: Mary F Harrison Date Oct 23 02	Neighbor: Thomas F Damato Address: 2107 R. ST. N.W. WASHington, DC. 20008 Sig.: _____ Date 10/24/02
Neighbor: Judith L Watkins Tartt Address: 2105 R St. NW Wash. DC 20008 Sig.: Judith Tartt Date Oct. 24, 2002	Neighbor: STEVEN DAMATO Address: 2132 FLORIDA Ave NW WASH. DC. 20009 Sig.: _____ Date 10-24-02
Neighbor: Jo C. Tartt Jr. Address: 2105 R St. NW. Wash. DC 20008 Sig.: Jo C Tartt Jr. (J.T.) Date Oct 24 2002	Neighbor: MONA GAVIGAN Address: 2010½ R St NW WDC 20009 Sig.: _____ Date 10/25/02
Neighbor: DORA MARCUS Address: 2102 R ST, NW WASHINGTON, DC 20008 Sig.: Dora Marcus Date 10/24/02	Neighbor: TOM CARROLL Address: 2102 R ST., NW WASHINGTON, D.C. 20009 Sig.: Tom Carroll (DM) Date 10/24/02

Neighbor: Sidney W Stolz Address: 2026 R St. NW Sig.: [signature] Date 10/24/02	Neighbor: Stefan C. Nicholas Address: 1718 21st St. NW Sig.: [signature] Date 10/24/02
Neighbor: David Hatfield Address: 2026 R St. NW Sig.: [signature] Date 10/24/02	Neighbor: Gissel Garcek Address: 1718 21st Street NW Sig.: [signature] Date 10/24/02
Neighbor: LISA M. LEMAIR Address: 1705½ 21ST STREET NW Sig.: [signature] Date 10/25/02	Neighbor: Christopher Prato Address: 1705½ 21st St NW Sig.: [signature] Date 10/25/02
Neighbor: STEVE RICHARDS Address: 2023 R ST NW WDC 20009 Sig.: [signature] Date 10/24/02	Neighbor: Fernando Resano Address: 2023 "R" St, NW Sig.: [signature] Date 10/25/02
Neighbor: KEVIN PROKASKA Address: 2014 R Street N W Sig.: [signature] Date 10/26/02	Neighbor: KRAIG CONRAD Address: 2014 R ST NW Sig.: [signature] Date 10/26/02
Neighbor: William Johnson Address: 1723 21st St N.W. Sig.: [signature] Date 10/26/02	Neighbor: Debora Johnson Address: 1723 21st St., NW WASHINGTON DC 20009 Sig.: [signature] Date 10/26/02
Neighbor: JEFFREY J. CORNEAL Address: 2011 R street, NW Sig.: [signature] Date 10/26/02	Neighbor: Christopher Sperow Address: 1726 21st Street, NW Washington DC 20009 Sig.: [signature] Date 10/26/02

Neighbor: Victor GAETAN Address: 2106 R St. NW Wash. DC 20008 Sig.: V. Gaetan Date 10/29/02	Neighbor: Eleanor Kennelly Address: 2106 R St. NW Wash. DC 20008 Sig.: E. Kennelly (V.G.) Date 10/29/02
Neighbor: Colleen Fitzgerald Address: 1701 21st st, NW Washington, DC 20009 Sig.: Colleen Fitzgerald Date 10/29/02	Neighbor: Address: Sig.:_____ Date_____
Neighbor: Address: Sig.:_____ Date_____	Neighbor: Address: Sig.:_____ Date_____
Neighbor: Address: Sig.:_____ Date_____	Neighbor: Address: Sig.:_____ Date_____
Neighbor: Address: Sig.:_____ Date_____	Neighbor: Address: Sig.:_____ Date_____
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1629 21st Street, N.W.
Washington, DC 20036

Sig.:_____ Date_____

Mr. William Bass
Address: 2801 31st Street, N.W.
Washington, DC 20008

Sig.: [signature] Date 10/15/02

Neighbor: Anthony Mic-Jus Address: 2013 Hillyer Place NW DC 20009 Sig.: [signature] Date 10/26/02	Neighbor: IRA de Alencar Pinto Address: 1621 21st St, NW Washington, DC, 20009 Sig.: [signature] Date 10-26-02
Neighbor: JENNIFER ARNOLD Address: 2009 HILLYER PL, NW WASH, DC 20009 Sig.: [signature] Date 10/26/02	Neighbor: HUDAI YAVALAR Address: 1707 21 ST N.W. Sig.: [signature] Date 25/10/02
Neighbor: MARY BETH OTTO. Address: 2026 HILLYER PL. NW WDC 20009. Sig.: [signature] Date 10/28/02	Neighbor: GODFREY DINN Address: 1730 21st, NW Washington, DC Sig.: [signature] Date 10/28/02
Neighbor: Maureen J. Diner Address: 1730 - 21st Street, NW Wash DC 20009 Sig.: [signature] Date 10/28/02	Neighbor: Jessica D. Pietro 1725 21st St NW Apt. 1 Washington DC 20009 Address: Sig.: [signature] Date 10/28/02

To the Board of Zoning Adjustment:

We the undersigned support the request for special exception to permit Burton Marinkovich Fine Art to occupy the first and second floors of 1629 21st Street, N.W. Private galleries add excitement and aesthetic ambiance to our neighborhood and do not detract from the strong residential character.

Name Write / Print	Address	Date
James Stetson / James Stetson	2101-R Street, NW - WDC 20008	10/27/02

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Ms. Andrea Marinkovich
1629 21st Street, N.W.
Washington, DC 20036

Sig.:_____ Date_____

Mr. William Bass
Address: 2801 31st Street, N.W.
Washington, DC 20008

Sig.:_____ Date:_____

Neighbor: James S Stetson, Jr. and Address: 2101-R Street, NW Washington DC 20008 Sig: James S Stetson Jr. Date 10/27/02	Neighbor: Address: Sig.:_____ Date_____
Neighbor: Address:	Neighbor: Address:

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Name Write / Print	Address	Date
MARY F HARDISON	1708 21 ST NW	Oct 23 '02
Mary F Hardison		
Lucius Tarft	2105 R St. NW.	Oct. 24. '02
B C Tarft Jr. (JWT)	2105 R St. NW.	Oct. 24 '02
T Hoges F. D'AMATO	2107 R ST. NW	10/24/02
David Hatfield	2026 R ST. NW	10/24/02
NW Staff	2026 R ST. NW	10/24/02
Stefan C Nicholas	1718 21st NW	10/24/02
Gissel Gazek	1718 21st NW	10/24/02
Mona Khazen	2010 R St. NW	10/25/02
LISA M. LEMAIR	1705½ 21st St NW	10/25/02
Christopher Rato	1705½ 21st st NW	10/25/02
STEVE RICHARDS	2023 R St. NW	10/25/02
Fernando Resani	2023 R St, NW	10/25/02
KEVIN PROKOTSKA	2014 R ST NW	10/26/02
KRAIG CONRAD	2014 R ST NW	10/26/02
William Johnson (Owner)	1723 21st st NW	10/26/02
Catherine Johnson (owner)	1723 21st St., NW	10/26/02
Jeffrey P. Cornell	2011 R St. NW	10/26/02
HOWARD BALD	1726 21st ST NW	10/26/02
[illegible]	1621 21st St NW	10-26-02

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Name Write	Print	Address	Date
	Ellen F. Ambrose	1627 21st St NW	10/17/02
	NICHOLE FAGO	1644 21st St NW	10-17-02
	LINDA & MICHAEL FRAME	1642 21st St. NW	10/21/2002
	Mary Braden	1640 21st ST NW	10/21/02
	Constance Pendleton	1640 21st ST NW	10/24/02
	JULIE GOODSMITH	1640 21st St NW	10/24/02
	LINDA FRAME	1642 21st ST NW	10/25/02
		1709 21st St NW	10/25/02
	LORI ANGELL	1724 21st St. NW #1	10/26/02
	TIM STOKES	1732 21st St NW	10/26/02
	MELISSA FOLEY	1732 21st NW	10/26/02
	John E. Scruggs	1728 21st St. NW	10/26/02
	HILDA BANK	1716 21st Street NW	10/26/02
		1722 21st St NW	10/26/02
		1722 21st St., N.W.	10/26/02
	Christopher Spann	1726 21st, NW	10/26/02
	BRIAN BRADY	1615 21st St, NW	10/26/02
	BEN STEARN	1615 21st St NW	10/26/02
	Thomas Stark	2016 R St NW	10/26/02
	THOMAS GAULE	2016 R ST NW	10/26/02

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Name Write	Print	Address	Date
	Steven DAMATO	2132 Florida Ave	10-23-02
Margo K Bartsch	Margo K. Bartsch	2011 Hillyer Place, NW	10-26-02
Adam Bartsch	ADAM BARTSCH	2011 Hillyer Place, NW	10/26/02
	Tony Wind	2013 Hillyer Pl NW	10/26/02
Jennifer Arnold	JENNIFER ARNOLD	2009 HILLYER PLNW	10/26/02
H. Y. Hudai Yazaiar	H. HUDAI YAZAIAR	1707 21ST	10/28/02
Mary Beth Otto	M.B. OTTO	2026 Hillyer Pl NW	10/28/02
	Geoff Dinn	1730 21st NW	10/28/02
Maureen Diner	Maureen Diner	1730 - 21st St., NW	10/28/02
Jessica D. Pruitt		1725 21st St NW #1	10/28/02
Victoria Aetna	Victoria AETNA	2106 R St. NW Wash. DC	10/29/02
Eleanor (V.G.) Kennelly	Eleanor KENNELLY	2106 R St. NW Wash. DC	10/29/02
Colleen Fitzgerald	Colleen Fitzgerald	1701 21st St, NW	10/29/02