LAW OFFICES

GREENSTEIN DELORME & LUCHS, P.C.

1620 L STREET, N.W., SUITE 900

WASHINGTON, D.C. 20036-5605

TELEPHONE (202) 452-1400

FACSIMILE (202) 452-1410

www.gdllaw.com

WILLIAM H. HARRIS, JR.
RICHARD G. WISE
ABRAHAM J. GREENSTEIN
GILBERT E. DeLORME
VINCENT MARK J. POLICY
RICHARD W. LUCHS
JUDITH R. GOLDMAN
JACQUES B. DePUY
JEFFREY H. GELMAN
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GREGORY T. DuMONT
ALFRED M. GOLDBERG
MONIC Y. HALSEY#
DONALD F. HOLMES, JR.
M. RYAN JENNESS
MIRIAM HELLEN JONES
ISABEL P. RUIZ DE GAMBOA*
JAMES D. SADOWSKI

*ADMITTED IN VA ONLY
#ADMITTED IN TX ONLY

OF COUNSEL
MARK J. ZWEIFLER

ADMITTED IN NEW YORK
AND NEW JERSEY ONLY

June 4, 2003

2003 JUN 5 PM 1:16

BY MESSENGER

Mr. and Mrs. A. David Conner
4702 Reservoir Road, N.W.
Washington, D.C. 20007

Re: Malvina and Cade Martin
BZA Application No. 17024
4700 Reservoir Road, N.W.

Dear Mr. and Mrs. Conner:

Enclosed please find a draft Development Agreement ("Agreement") for your review and comments.

Specifically, this Agreement is in direct response to your concerns about future development of the Martins' property. In the Agreement, the Martins agree not to undertake any future development of their property beyond the pending BZA Application. If acceptable, this Agreement would be offered as a condition to any BZA approval of the current application for the one-story family room addition.

After you have had an opportunity to review this draft Agreement, please feel free to contact me to discuss it in more detail.

Very truly yours,

GREENSTEIN DELORME & LUCHS, P.C.

By: _____
John Patrick Brown, Jr.

JPB/sp
Enclosure
cc: Malvina and Cade Martin
Advisory Neighborhood Commission 3D
Office of Planning
Board of Zoning Adjustment

207685

BZA
Case No. 17024
Exhibit No. 24

Board of Zoning Adjustment
District of Columbia
CASE NO. 17024
EXHIBIT NO. 24

DRAFT
DATE 6-4-03

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), made as of this ____ day of June 2003, by and between MALVINA and CADE MARTIN ("Martins") and CHRIS and DAVID CONNER ("Conners").

WITNESSETH

WHEREAS, the Martins are the record owners of 4700 Reservoir Road, N.W. (the "Property"). The Property is a non-conforming structure (lot occupancy, lot area and rear yard) under the D.C. Zoning Regulations, 11 DCMR § 199.1 and any development of the existing Property requires approval by the Board of Zoning Adjustment ("BZA") pursuant to 11 DCMR § 2003;

WHEREAS, the Conners are the record owners of 4702 Reservoir Road, N.W. located immediately adjacent to the Property;

WHEREAS, the Martins have filed BZA Application No. 17024 seeking approval of a one-story family room addition (containing approximately 155 square feet) to the Property;

WHEREAS, the Conners do not object to the current proposal for a one-story family room addition, but have expressed concerns about any future development at the Property; and

WHEREAS, the Martins desire to enter into this Agreement with the Conners in order to provide further assurances and respond to the concerns raised by the Conners.

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 agree as follows:

1. The Martins agree not to undertake any future development (requiring the issuance of a building permit and approval of the BZA) of the Property, including, but not

limited to, vertical expansion of the existing house and/or the proposed one-story family room addition.

2. The Conners will not object to BZA Application No. 17024, subject to the parties entering into this Agreement. The parties will request the BZA to incorporate this Agreement as a condition in any order approving BZA Application No. 17024.

3. In the event that BZA Application No. 17024 is not, for any reason whatsoever, approved by the Board of Zoning Adjustment or the required building permit(s) not issued by the District of Columbia, this Agreement shall become null and void.

4. The terms of this Agreement contained herein are binding between the parties who execute this Agreement and shall be personal to such parties.

5. Modifications to this Agreement must be in writing and signed by all of the parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by persons as of the day and year first written above.

WITNESS:

_____ _____
Malvina Martin

_____ _____
Cade Martin

_____ _____
Chris Conner

_____ _____
David Conner

CITY OF WASHINGTON)
) ss:
DISTRICT OF COLUMBIA)

Subscribed and sworn to before me, the undersigned notary public, by Malvina Martin this ___ day of June, 2003.

IN WITNESS WHEREOF, I set my hand and notarial seal this ____ day of _____, 2002.

[NOTARIAL SEAL] _____
Notary Public

My Commission Expires:

CITY OF WASHINGTON)
) ss:
DISTRICT OF COLUMBIA)

Subscribed and sworn to before me, the undersigned notary public, by Cade Martin this ___ day of June, 2003.

IN WITNESS WHEREOF, I set my hand and notarial seal this ____ day of _____, 2002.

[NOTARIAL SEAL] _____
Notary Public

My Commission Expires:

CITY OF WASHINGTON)
) ss:
DISTRICT OF COLUMBIA)

Subscribed and sworn to before me, the undersigned notary public, by Chris Conner this day of June, 2003.

IN WITNESS WHEREOF, I set my hand and notarial seal this ____ day of _____, 2002.

[NOTARIAL SEAL] _____
Notary Public

My Commission Expires:

CITY OF WASHINGTON)
) ss:
DISTRICT OF COLUMBIA)

Subscribed and sworn to before me, the undersigned notary public, by David Conner this ___ day of June, 2003.

IN WITNESS WHEREOF, I set my hand and notarial seal this ____ day of _____, 2002.

[NOTARIAL SEAL] _____
Notary Public

My Commission Expires:

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