BELL, BOYD & LLOYD PLLC

1615 L STREET N.W., SUITE 1200
WASHINGTON, D.C. 20036-5610
202.466.6300 FAX 202.463.0678

OFFICES IN WASHINGTON, D.C.
AND CHICAGO

EDWARD A. BLOOM
202.966.8834
ebloom@bellboyd.com
DIRECT FAX: 202.835.4114

August 11, 2004

Clark Place, LLC
4412 Walsh Street
Chevy Chase, Maryland 20815

ATTN: Lewis Bloom

Re: 4641 Clark Place, N.W., Washington, D.C.

Dear Mr. Bloom:

I am writing as a followup to our oral discussions concerning a resolution of the issues involving 4641 Clark Place ("Bloom Property") and 4646 Greene Place, N.W., Washington, D.C. ("Tschudy Property"). My clients, Dr. Ted and Mary Tschudy, owners of 4646 Greene Place, N.W. ("Greene Place"), propose the following terms and conditions in order to resolve the outstanding issues:

1. The owners of 4641 Clark Place ("Clark Place") will execute a Deed conveying the approximate rear three (3) feet at issue to Greene Place. The Deed will be placed in escrow and not delivered to Greene Place, nor recorded, until satisfaction of the condition in Paragraph 2 below.

2. The delivery and recordation of the Deed will be subject to the obtaining of a variance from the District of Columbia providing that the home as presently constructed at 4641 Clark Place will not be in violation because of its being situated too close to the rear lot property line.

3. Cynthia Giordano, of the law firm of Arnold & Porter, will be engaged to promptly and diligently seek the obtaining of the variance described in Paragraph 2 above. Clark Place and Greene Place will, in good faith and with due diligence, process all necessary applications and make all appropriate appearances to promptly secure the variance. Greene Place agrees to pay up to $12,500.00 for obtaining the cost of the variance. Any expenses above $12,500.00, up to a maximum of $15,000.00 for the obtaining of the variance will be borne by Clark Place. All expenses above the cap of $15,000.00 will be borne by Greene Place. As an example, if the total cost for the variance is $16,000.00, then Greene Place will pay $13,500.00 and Clark Place will pay $2,500.00. This cap on expenses is conditioned upon Clark Place

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 17259
EXHIBIT NO. 10

Board of Zoning Adjustment
District of Columbia
CASE NO. 17259
EXHIBIT NO. 10

reasonably cooperating to promptly obtain the appropriate variance. Both parties will use best efforts to minimize expenses.

4. Greene Place agrees to pay to Clark Place the sum of $5,000.00 for the property being conveyed to it by Clark Place. This amount will be paid into escrow and will be delivered simultaneously with the recording of the Deed. Additionally, Greene Place will pay all necessary recordation and transfer taxes for such Deed.

5. An easement providing for the full use and enjoyment of the aforesaid three (3) feet by Greene Place in recordable form will be executed and placed in escrow. If, despite the best efforts of the parties, a variance cannot be obtained, as provided by Paragraph 2 above, within twelve (12) months from the date hereof, then at the sole option of Greene Place, such easement will be released from escrow and recorded among the Land Records of the District of Columbia. In that event the Deed will be returned to Clark Place without being delivered or recorded and the $5,000.00 for the land will be returned to Greene Place.

6. Greene Place and Clark Place agree to split the costs of a new stockade fence that will be erected along the rear property line between each of the properties in the same location as the existing fence. The parties, to the extent possible, will use the existing fence posts that are already in place. The parties agree to employ Long Fence for the erecting of such fence. Clark Place agrees to plant screening directly behind the rear fence line on the Bloom Property to provide visual and sound shielding for the deck and property. It is agreed trees that are fast growing and green all year, such as Leeland Cypress, of an initial height at least equal to the height of the fence and the top of the deck, will be planted.

7. Clark Place agrees that any lighting placed on the rear of the house at the Bloom Property be angled in a manner not to shine into the rear yard or the house on the Tschudy Property.

8. Clark Place agrees to install proper gutters and downspouts on the front of the house and necessary landscaping to minimize the runoff to the Tschudy Property, as well as the adjacent properties on either side of the Bloom Property.

9. This letter shall in no way waive, negate or effect any claim that the Tschudys may have or had for adverse possession until the property described in Paragraph 1 above is conveyed to them. Upon the earlier of the (i) recordation of the deed described in Paragraph 1 above or the (ii) recordation of the easement described in Paragraph 5 above, the Tschudys will relinquish any claim for adverse possession. Additionally, so long as Clark Place is diligently and in good faith pursuing and cooperating with the obtaining of the variance and the recordation of the deed described in Paragraphs 1 and 2 above, the Tschudys will not file any action to enforce their alleged right of adverse passion.

10. A covenant incorporating substantially all of the terms set forth herein will be recorded among the Land Records and run against the Tschudy Property and the Bloom

Property. Such covenant will be automatically released upon the recordation of the Deed described in Paragraph 1 above.

If this letter accurately reflects our agreement, please execute below and promptly return a copy to the undersigned. When the undersigned is in receipt of a fully signed letter, appropriate documentation will be prepared in accordance with the terms of this letter.

Sincerely yours,

Edward A. Bloom

EAB:llv

cc: Ted N. Tschudy

AGREED TO AND ACCEPTED BY:

CLARK PLACE, LLC

By: _____

Lessis Bloom Pres
[Print Name and Title]

Date: 8-11-04