

EXHIBIT B

TEMPORARY MODIFICATION AGREEMENT

This Temporary Modification Agreement ("Agreement") is made and agreed upon this **28th** day of August 2026 by and among The Vestry of St. Patrick's Parish, on behalf of St. Patrick's Episcopal Church, St. Patrick's Episcopal Day School (collectively, "**St. Patrick's**" or the "**School**"), the Colony Hill Neighborhood Association ("**CHNA**"), and 1801 Homeowner's Association, Inc. as the successor in interest to Foxhall Holdings, LLC ("**1801**" and, together with CHNA, collectively referenced herein as "**Neighbors**"). St. Patrick's and Neighbors are the "**Parties**" to this Temporary Modification Agreement.

WHEREAS, on June 11, 2006, the Parties entered into an agreement ("**2006 Agreement**") regarding District of Columbia Board of Zoning Adjustment ("**BZA**") Application No. 17429;

WHEREAS, the 2006 Agreement included operations limitations and transportation restrictions related to the use of the Athletic Field located on Lot 827 in Square 1346 that were codified in the St. Patrick's Operations Plan dated June 6, 2006 (the "**Operations Plan**"), attached as Exhibit B to the 2006 Agreement;

WHEREAS, the Operations Plan was submitted into the record of BZA Application No. 17429 as Exhibit 86, and compliance with the Operations Plan became a Condition ("**Condition No. 7**") of the approval of BZA Application No. 17429;

WHEREAS, on May 11, 2026, St. Patrick's filed an application with the BZA to construct a new middle school building on the property located at 4707 Whitehaven Parkway, NW, and to make modifications to Condition No. 7 of BZA Order No. 17429; and

WHEREAS, the Parties have agreed to temporarily amend the Operations Plan as detailed in this Temporary Modification Agreement and submit the amended Operations Plan to the BZA.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to temporarily amend the Operations Plan as follows:

I. TERM OF TEMPORARY MODIFICATION AGREEMENT

- A. This Temporary Modification Agreement is intended to be an interim agreement and shall remain in effect until (i) a temporary or permanent certificate of occupancy has been issued for the new St. Patrick's Middle School building on Whitehaven Parkway or (ii) September 30, 2028, whichever is the first to occur. The Neighbors agree to consider in good faith any reasonable requests for an extension to the term of this Agreement to the extent that a temporary or permanent certificate of occupancy is not likely to be obtained by September 30, 2028. Prior to the termination of this Temporary Modification Agreement, the Parties will endeavor in good faith to consider amendments to the 2006 Agreement in order to reach a revised long-term agreement regarding the use and operations of the Athletic Field. For the avoidance of doubt, nothing in this Agreement shall be construed as obligating any Party to agree to any such revised long-term agreement, it being understood that any such revisions shall require the approval of the Parties.

St. Patrick's shall not represent in any future application or proceeding that the execution of this Agreement constitutes the Neighbors approval of any long-term agreement regarding the use and operations of the Athletic Field.

- B. Except as set forth herein, the terms and conditions of the 2006 Agreement, including the Operations Plan, shall remain unchanged during the term of this Temporary Modification Agreement and neither this Agreement nor the uses permitted herein waive, modify, impair, or limit any rights of the Parties under the 2006 Agreement, the Operations Plan, BZA Order No. 17429, applicable zoning requirements, or other applicable law. Upon expiration or termination of this Agreement, the 2006 Agreement shall automatically resume in full force and effect without further action by any Party, and this Agreement shall be null and void.

II. ATHLETIC FIELD USE AND OPERATIONS

- A. The Athletic Field is defined to mean the existing field and spectator seating area that is located on Lot 827 in Square 1346.
- B. The Parties will not rent or permit outside individuals or groups to use the Athletic Field except as noted in II. C. and II. D below.
- C. Use of the Athletic Field will be allowed as follows:
1. In the Fall, Winter, and Spring Seasons –
 - Weekdays – St. Patrick's School Use (e.g., PE Classes, Halloween parade, St. Patrick's Practices, Games, School Use) from 8:00 AM – 3:00 PM, and from 3:00 – 7:00 PM except Fridays for St. Patrick's Practices, Games, School Use, or Use by a St. Patrick's Partner who is a Youth Sports Organization ("YSO"). On Fridays, St. Patrick's School Use from 8:00 AM – 5:00 PM. On weekdays, YSOs may use the Athletic Field for sports practices only.
 - Saturdays - St. Patrick's Practices, Games, School Use (such as Family Fun Day), or Use by a St. Patrick's Partner¹ who is a YSO from 9:00 AM – 2:30 PM.

¹ A St. Patrick's "Partner" is defined as 1) a member of the St. Patrick's Vestry, faculty, staff, students and past students, relatives of past or present students, donors, and others who associate themselves with the School on a non-contractual basis (collectively, "St. Patrick's Community"); 2) a nonprofit organization, recreational league, or athletic association that provides sports programming for children fourteen (14) years of age and under on which a student currently enrolled in St. Patrick's is actively playing (i.e., the St. Patrick's student(s) are actively signed up for and playing on the specific team using the Athletic Field) ("Youth Sports Organization"), or 3) a summer camp organization ("Youth Summer Camp Program" or "YSC") that provides programming at St. Patrick's for children no older than fourteen (14) years of age and that satisfies the following criteria: (a) the organization and School solicits participation by currently enrolled St. Patrick's students (e.g., HeadFirst) and is under contract with St. Patrick's to

YSO use on Saturdays will be capped as follows:

- i. No more than ten (10) Saturdays in the fall season and ten (10) Saturdays in the spring season in any calendar year;
- ii. If the Athletic Field is scheduled for games or practices on any Saturday by any user(s), there will be no more than two games or practices, with a thirty-minute break between games or practices if such games or practices are scheduled involving a different combination of teams. Following completion of the first fall season after the consummation of this Agreement, the Neighbors and St. Patrick's will consider whether such usage can be increased to three games or practices for subsequent seasons.

Sundays – Neighbor Users only

2. In the Summer Season –

Weekdays – St. Patrick's School Use, St. Patrick's Practices or Games, or a St. Patrick's Partner who is a YSC from 8:00 AM – 4:00 PM;

Weekends - No YSC activities.

YSO pick up/drop off activities will take place at the Whitehaven Campus. YSO use of the Athletic Field is limited to approximately 54 campers plus staff under the current site configuration for the Athletic Field. For purposes of this Temporary Modification Agreement, the "Summer Season" is the period of time following the last day of the school year through the day immediately preceding the start of the new school year.

3. As permitted by the Operations Plan, the School will permit the Neighbors to use the Athletic Field and walk the grounds during reasonable hours outside of the time periods set forth in II.C.1 and II.C.2 above, and when not in use by the School as permitted in II.D. below, subject to reasonable rules and regulations. Neighbors' use throughout the year by individual

provide summer camp programming at St. Patrick's Whitehaven Campus; or (b) the organization is a private independent organization that has been designated by St. Patrick's as a mission-oriented community partner providing summer camp services at St. Patrick's Whitehaven Campus in furtherance of St. Patrick's educational, charitable, or community service mission, including but not limited to, Horizons Greater Washington.

residents living in CNHA and 1801 (the “**Neighbor Users**”) is for unorganized, casual activities only and shall be at such Neighbor Users’ own risk. Prior to receiving access to the Athletic Field, the Neighbors shall require each Neighbor User to execute a form provided by St. Patrick’s pursuant to which such Neighbor User (i) acknowledges that access to, and use of, the Athletic Field and grounds is at such Neighbor User’s own risk, (ii) releases and holds harmless St. Patrick’s and its representatives from and against any claims and liabilities arising out of such use, (iii) agrees to indemnify St. Patrick’s and its representatives from and against all claims and liabilities arising out of each such Neighbor Users’ use of the Athletic Field, and (iv) agrees to reimburse St. Patrick’s for any damage caused to the Athletic Field or grounds by such Neighbor User. The School reserves the right to restrict or terminate a Neighbor User’s access to the Athletic Field and grounds for failure to comply with the rules and regulations governing access to, and use of, the Athletic Fields and grounds.

4. Access to the Athletic Field by the Neighbors will be made via a pedestrian gate at the east side of the Athletic Field (“East Pedestrian Gate”). Before any games or practices are held on the Athletic Field by a Youth Sports Organization or Youth Summer Camp, St. Patrick’s shall install the East Pedestrian Gate, which shall be a new, lockable, self-closing pedestrian gate that will lock automatically when closed. The gate will be reasonably maintained by St. Patrick’s and installed with a programmable code-based handset that is unlockable with a code that is given to CHNA and 1801. The code shall not be shared with any Youth Sports Organization or Youth Summer Camp Program and shall only be shared with those members of the St. Patrick’s Community that have a need-to-know. St. Patrick’s shall ensure that the existing vehicular gate on the east side of the field remains locked during Partner use. Partners shall not be permitted to enter or exit via the East Pedestrian Gate, and St. Patrick’s shall take reasonable steps to enforce this through its operations and under its agreement with these organizations. Access to the Athletic Field via the main gate on Foxhall Road will be permitted only with prior permission from St. Patrick’s. Pets other than designated St. Patrick’s mascots are prohibited from all areas of the Athletic Field at all times.

- D. In addition to the uses permitted in Section C above, St. Patrick’s will be permitted to host up to eight (8) non-athletic or School use events on the Athletic Field each year. Some of these events, such as St. Patrick’s Green & White Night, may occur in the evening, in which case the event will conclude no later than 10:00 PM (Sunday through Thursday) or 11:00 PM (Friday and Saturday). “Conclusion” is defined as the time at which an event or gathering is officially adjourned. St. Patrick’s shall notify the Neighbors, in advance, of such scheduled events in writing at least seven (7) days in advance. This notice may be accomplished by posting a schedule of events for the school year on the School website that will be updated

regularly during the year, providing such notice to the designated Homeowner representative, or by such other means as may be agreed to by the Parties.

- E. St. Patrick's will not install permanent lights on or adjacent to the Athletic Field. However, the Parties agree to work together to evaluate whether temporary lights might be feasible for certain events.
- F. St. Patrick's will not use or permit the use of a permanent amplified sound system on the Athletic Field or area adjacent to the Athletic Field. Use of a temporary sound system may be permitted for up to three (3) non-athletic or School use events, described in Section D above, per year. If a temporary sound system will be used, St. Patrick's notification to the Neighbors will mention that. During any use of the Athletic Field, St. Patrick's will also prohibit hand-held horns, cymbals, drums, boom boxes and other devices used to generate sustained or unusually loud noise, provided, however, that this restriction shall not prohibit whistles used by officials or coaches, ordinary voices, cheering or other intermittent sounds customarily associated with athletic or school activities, or the reasonable and intermittent use of devices by coaches, officials, or other authorized persons for instructional, organizational, or safety purposes. The restrictions set forth in this section II.F. shall also apply to non-athletic or School use events held in areas adjacent to the Athletic Field.
- G. St. Patrick's will require Athletic Field users and visitors/spectators coming to the Athletic Field to park their vehicles (i) in the spaces or areas designated by St. Patrick's there, (ii) on designated spaces on Whitehaven Parkway, or (iii) in the George Washington University ("GWU") garage on Whitehaven Parkway. Parking on neighborhood streets will be prohibited, and St. Patrick will proactively communicate this prohibition in writing to its parents, faculty, staff, visiting schools playing games against St. Patrick's teams, and to any St. Patrick's Partner using the Athletic Field. St. Patrick's will review and consider the particular driveway, roundabout and other parking configuration considerations adjacent to the Athletic Field, which may include, in St. Patrick's sole discretion, striping such areas for parking.

St. Patrick's will enforce this requirement by:

1. Posting weatherproof signs in the driveway / roundabout adjacent to the Athletic Field and posting "No St. Patrick's Event Parking" or similar at the intersection of Hoban Road and Foxhall Road and along the north side of Hoban Road from Foxhall Road to 1801 Hoban Road. St. Patrick's will also post signs in parking spaces on Whitehaven Parkway indicating they may be used for such parking or for events at the Whitehaven Campus.
2. Posting parking instructions on the St. Patrick's website and with notices/reminders to Partners for events held on the Athletic Field.

3. Including parking instructions in all contracts with Youth Sports Organizations and Youth Summer Camp Programs and making those instructions known in writing to members of the St. Patrick's Community.
 4. Requiring each Youth Sports Organization and Youth Summer Camp Program to communicate these parking requirements to its participants, coaches, volunteers, and spectators, and take reasonable measures to ensure compliance.
 5. Engaging Qualified Traffic Control Personnel to direct traffic and parking whenever the Athletic Field is being used by a Youth Sports Organization and whenever St. Patrick's has games scheduled to occur on the Athletic Field. For purposes of this Agreement, "Qualified Traffic Control Personnel" means appropriately trained or certified personnel authorized to perform the applicable traffic control functions, including certified flaggers, private traffic control or security personnel, DDOT Traffic Control Officers, law enforcement personnel, or other qualified personnel. St. Patrick's may determine, in its reasonable discretion, the type and number of Qualified Traffic Control Personnel appropriate for any particular use or event, subject to applicable law.
 6. Endeavoring to schedule activities to minimize overlapping parking demand that exceeds the available parking capacity serving the Athletic Field, including capacity that will be available on Whitehaven or in the GWU garage.
- H. The School will provide the Neighbors with designated points of contact, including names and telephone numbers for Event Supervisors and other staff, for matters related to use of the Athletic Field and to respond to any questions or concerns regarding such use. In addition, St. Patrick's will designate an Event Supervisor for games held by Youth Sports Organizations or St. Patrick's on the Athletic Field and for any other events permitted by Section II.D. above. Day to day activities involving the Athletic Field, including during the school day and after school activities or practices shall not require an Event Supervisor.

For activities requiring an Event Supervisor, this Supervisor will be present on the Athletic Field during the entirety of such use and shall be authorized to take any steps he or she deems necessary to address any condition involving noise, trash, activity on the field and adjacent areas, or other conditions that may arise. Such authority will include without limitation the authority to delay, suspend or terminate any game on the Athletic Field. This Supervisor may be a member of the faculty or staff of St. Patrick's. The Neighbors will also identify a point of contact should the School or the Supervisor need to call them in connection with the event. The contact information for the representatives of the Neighbors will be provided to St. Patrick's and updated regularly.

- I. Prior to any use of the Athletic Field specified in this agreement, St. Patrick's will install no less than three flushable portable toilets in an area adjacent to the Athletic Field, and St. Patrick's will ensure these are maintained, operated, and serviced to the proper standards so that neither 1801 or CHNA are significantly adversely impacted by these toilets at any time.

For events held on the Athletic Field where the number of participants (i.e., administrators, participants, visitors, spectators, and any and all persons attending the event) may exceed the capacity of the three portable toilets, St. Patrick's will provide additional temporary toilets, and these additional toilets will be removed within 72 hours of any such event (or such other period of time as may be required for St. Patrick's then-current vendor). The calculation for determining if additional sanitation is needed shall be defined as 1 toilet per 50 estimated attendants (the "Sanitation Calculation"), and St. Patrick's may elect at any time to install permanent flushable portable toilets instead of temporary toilets to ensure the Sanitation Calculation holds.

For all events at the Athletic Field involving one or more St. Patrick's Partners, St. Patrick's shall ensure that each toilet used is cleaned and that trash is removed from the Athletic Field and surrounding areas, including trash receptacles, in accordance with St. Patrick's existing cleaning and sanitation protocol. St. Patrick's also will require all Youth Sports Organizations and Youth Summer Camp Programs using the Athletic Field to monitor and remove any trash from the garbage cans, Athletic Field, and seating areas to an offsite location or a fully enclosed, secured, and rodent-proof trash enclosure at the conclusion of each event. St. Patrick's shall ensure that all trash is removed and all access points to the Athletic Field are fully locked at the conclusion of each Partner Organization event or use. Neighbors shall be responsible for monitoring and promptly removing trash or other debris associated with any neighborhood usage of the Athletic Field as permitted by this Agreement.

- J. St. Patrick's agreements with any Youth Sports Organization or Youth Summer Camp Program shall require compliance with the obligations and responsibilities applicable to them under this Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed to confer upon any Neighbor, Neighbor User, or any other person any rights as a third-party beneficiary of, or any right to enforce, any agreement between St. Patrick's and any Youth Sports Organization or Youth Summer Camp Program.
- K. St. Patrick's will maintain in good condition all existing fencing and netting on the south and east sides of the Athletic Field and the evergreen trees around the south side of the Athletic Field. For purposes of this provision, (i) fencing and netting shall be considered in "good condition" if reasonably suitable for their intended purposes, ordinary wear and tear, weathering, discoloration, and other minor deterioration that does not materially impact such intended purposes excepted, and (ii) the evergreen trees shall be considered in "good condition" if reasonably maintained in accordance with customary landscaping practices, taking into

account ordinary seasonal changes, natural growth, weather conditions, disease, aging, and other naturally occurring conditions. The health of these evergreen trees will be reviewed annually at the same time as St. Patrick's arborist reviews the health of the landscaping at the Whitehaven Campus, and any necessary maintenance will be addressed in a timely manner. The Neighbors may hire an arborist at any time and at their expense to examine the evergreen trees on the south side of the Athletic Field and may provide St. Patrick's with any written recommendations of such arborist concerning the health or maintenance of such trees. Any such recommendations shall be advisory only and shall not be binding upon St. Patrick's or establish that any maintenance, treatment, removal, replacement, or other action is required under this Agreement. St. Patrick's may obtain and rely upon the advice of its own arborist or other qualified professional and shall retain reasonable discretion to determine whether, when, and in what manner any maintenance or other action with respect to the evergreen trees is appropriate, consistent with St. Patrick's obligation to maintain the evergreen trees in good condition.

- L. If a Party (the "Complaining Party") reasonably believes that another Party (the "Offending Party") has failed to comply in any material respect with a material term of this Agreement, the Complaining Party shall provide written notice of the alleged noncompliance to the Offending Party, and the Parties shall attempt in good faith to resolve such concerns informally.

If the matter is not resolved, the Complaining Party may issue a written notice to cure to the Offending Party. The Offending Party shall have thirty (30) calendar days to cure the alleged noncompliance, or such longer period as the Parties agree is reasonably necessary to complete the cure. If, following the applicable cure period, the Parties continue to disagree as to whether a material failure has occurred or has been adequately cured, either Party may submit the dispute to binding arbitration, which shall be conducted on consecutive business days, to the extent practicable, and shall not exceed three (3) business days in total, before a mutually agreed single neutral arbitrator. The arbitrator may determine whether a material failure has occurred, whether it has been adequately cured, and what additional corrective action or cure period, if any, is reasonably appropriate.

No Party may terminate or suspend any other Party's rights to use the Athletic Field based solely on its own determination that a material failure has occurred or has not been adequately cured. Any termination or suspension of Athletic Field use rights based on a breach of this Agreement may occur only following expiration of the applicable cure period and, if the existence of a material failure or the adequacy of the cure is disputed, a final determination by the arbitrator that a material failure has occurred and remains uncured. Upon such determination, the Athletic Field use rights granted under this Agreement to the Offending Party, or to persons or organizations whose use rights derive from such Offending Party, may be terminated or suspended, as applicable.

III. MISCELLANEOUS PROVISIONS

- A. The Parties agree to meet monthly in the first three months after this Agreement is executed, after which they will jointly determine the frequency of such meetings, for the purpose of fostering consistent communication between the Parties, monitoring conformance with the terms of this Agreement, and addressing issues that may arise in the operations of the Athletic Field. In order to make this meeting process as effective as possible, both Parties acknowledge the importance of bringing all issues to the attention of the other Party in a timely manner.
- B. During the term of this Agreement, St. Patrick's shall support Neighbors' efforts to pursue traffic calming measures on Hoban Road, including outreach to DDOT, ANC3D, staff of the Ward 3 Council Member, and the Ward 3 representative of the Mayor's Office of Community Relations and Services (MOCRS) to advocate for the installation of a stop sign at the intersection of Hoban Road and 45th Street, NW.
- C. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- D. The use of headings in this Agreement is only for ease of reference. The headings have no legal effect and are not to be considered part of this Agreement.
- E. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile, electronic, or scanned signatures shall constitute originals. All Parties shall receive copies of this Agreement, and St. Patrick's shall retain the original for its records.

SIGNATURES ON FOLLOWING PAGE

THE VESTRY OF ST. PATRICK'S PARISH

By: 
Andrew Ogletree
Rector, the Vestry of St. Patrick's Parish

By: 
Ellen Terpstra
Senior Warden, the Vestry of St. Patrick's Parish

ST. PATRICK'S EPISCOPAL DAY SCHOOL

By: _____
Jalene Spain Thomas
Head of School, St. Patrick's
Episcopal Day School

1801 HOMEOWNERS ASSOCIATION, INC., a District of Columbia
nonprofit corporation

By: _____
Anita Butani
President

COLONY HILL NEIGHBORHOOD ASSOCIATION

By: _____

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By: _____
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Rector, the Vestry of St. Patrick's Parish

By: _____
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1801 HOMEOWNERS ASSOCIATION, INC., a District of Columbia
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By:  _____ 8/28/26
Anita Butani
President

COLONY HILL NEIGHBORHOOD ASSOCIATION

By: _____

THE VESTRY OF ST. PATRICK'S PARISH

By: _____
Andrew Ogletree
Rector, the Vestry of St. Patrick's Parish

By: _____
Ellen Terpstra
Senior Warden, the Vestry of St. Patrick's Parish

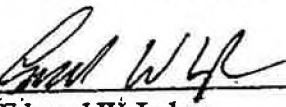
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By: _____
Anita Butani
President

COLONY HILL NEIGHBORHOOD ASSOCIATION

By:  _____
Edward W. Lyle
Acting President