

**MEMORANDUM OF AGREEMENT
REGARDING 3100 R STREET, NW**

This Memorandum of Agreement (“MOA”) is made as of this _____ day of _____, 2024, by and between the Trustees for Harvard University (“Applicant”), and Advisory Neighborhood Commission (“ANC”) 2E (the “ANC”). The Applicant and ANC 2E are together referred to herein as the “Parties.”

RECITALS

1. The Applicant has filed an application with the Board of Zoning Adjustment of the District of Columbia (the “BZA”) seeking approval for a nonprofit use for the existing residential building located at 3100 R Street, NW (the “Property”), which has less than 10,000 square feet of floor area.
2. The application has been assigned BZA Case No. 21143 (the “Application”), and specifically seeks (i) special exception approval for the nonprofit use pursuant to Sub. U, Sec. 203.1(o) of the Zoning Regulations and (ii) an area variance from the requirement that the gross floor area of the building be 10,000 square feet or greater pursuant to Sub. U, Sec. 203.1(o)(2) of the Zoning Regulations.
3. Approval of the Application would allow the Property to be used as office space for Dumbarton Oaks employees on a temporary basis and then as housing for Dumbarton Oaks Scholars, visiting professors or professional scholars.
4. The Parties desire to mitigate any potential impacts of the nonprofit use of the Property and to ensure that the special exception approval for the nonprofit use does not continue to run with the land should the Property be sold.
5. As a condition of the ANC’s support of the Application, the Applicant and the ANC desire to enter into this MOA upon the terms below.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Temporary Office Use

1. The proposed office use of the building will expire two (2) years after the effective date of the BZA Order approving the Application. The Applicant may seek up to two (2) one-year extensions of the approval of the office use.
2. The proposed office use will be limited to Monday through Friday, from 8 a.m. to 6 p.m., except that no office meetings or conferences shall take place at the Property before 8:30 a.m. No more than four (4) Dumbarton Oaks employees may be assigned to work at the building at one time.

3. In order to mitigate any potential noise from the office use of the Property on the abutting residence, prior to the issuance of a certificate of occupancy for the non-profit use of the Property, the Applicant shall install, as an interim measure, acoustic panels and drywall on the main level of the building along that portion of the southern facing wall that is shared with the abutting residence. When the building is fully renovated, the Applicant shall replace the acoustic panels with a soundwall.
4. Employees shall use off-street parking at the Property, within the Dumbarton Oaks campus, or at Dumbarton Oaks' Fellowship House located at 1700 Wisconsin Avenue, NW. Employees shall not be permitted to use neighborhood on-street parking.
5. While the Property is occupied with the approved office use, Dumbarton Oaks shall not permit the use of the Property for receptions, parties, conferences, celebrations or similar functions with a gathering of people.
6. While the Property is occupied with the approved office use, any construction/renovations at the Property shall be restricted to the hours of 8 a.m. to 6 p.m., notwithstanding the hours permitted by the District Department of Buildings.

Housing for Dumbarton Oaks Scholars

7. The Property shall provide temporary housing accommodations for up to six (6) Dumbarton Oaks Scholars at one time. Temporary accommodations may also be provided for professors or other professional scholars conducting research at Dumbarton Oaks.
8. Except for those with ADA needs, Dumbarton Oaks Scholars shall be prohibited from having an automobile while residing at the Property. Scholars or other guests with automobiles shall use the off-street parking at the Property, within the Dumbarton Oaks campus, or at the off-street parking facilities at the Fellowship House at 1700 Wisconsin Avenue, NW.

Termination of Special Exception Approval

9. Upon the sale of the Property, the Applicant agrees to file a request with the BZA that the special exception approval and area variance granted in the Application be terminated.

Miscellaneous

10. ANC Support of Project. The terms and provisions of the MOA are conditioned upon a written letter of support from ANC 2E to the BZA, and the withdrawal of letters from the parties in opposition prior to the BZA hearing scheduled for October 23, 2024.
11. Incorporation into BZA Order. The Applicant will enter this MOA into the case record for the Application and request that the BZA include the foregoing provisions in Paragraphs 1 through 9 as a condition in the BZA order approving the Application. Any provision not so incorporated into the BZA order shall be fully enforceable between the Parties ("Privately-Enforceable Provisions"). Any disputes arising out of or related to Privately-Enforceable

Provisions shall be decided by binding arbitration between the Parties in the District of Columbia pursuant to the rules of the American Arbitration Association. The Parties agree that they will comply with any arbitral decision within the time provided in the decision or, if no time for compliance is set therein, within 15 calendar days.

12. Amendment. The Parties hereto reserve the right to amend this document at any time with the written agreement of all Parties.
13. Severability. This MOA and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the District of Columbia. If any term, provision, covenant or agreement contained herein, or the application thereof to any person or circumstances, shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this MOA or the application of such term, provision, covenant or agreement to the persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
14. Binding Effect. This MOA is binding upon and shall inure to the benefit of the heirs, successors, assigns, parents, subsidiaries, affiliates and related entities of the Applicant and the ANC. In the event that the boundaries of the ANC change such that the Property is no longer within ANC 2E, the provision of this MOU shall inure to the benefit of the successor ANC.
15. Authority to Execute. Each of the parties executing this MOA represents and warrants to each of the other parties hereto that: (i) it has the full power and authority to enter into this MOA and to consummate the transaction described herein without obtaining any further approvals or consents, and (ii) the entering into of the MOA will not constitute or result in a violation or breach by any such party of any judgment, order, write, injunction or decree issued against or imposed upon it or any agreement to which it is a party or by which it is bound.
16. Counterparts. This MOA may be executed in counterparts and via original or facsimile signature.

**Advisory Neighborhood
Commission 2E**

Trustees for Harvard University

Gwendolyn Lohse
Chairperson, ANC 2E

Date

Thomas B. Cummins
Authorized Representative
Director, Dumbarton Oaks

Date