

Holland & Knight

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October 10, 2024

VIA IZIS

Board of Zoning Adjustment
of the District of Columbia
441 4th Street, NW, Suite 210S
Washington, DC 20001

**Re: BZA Case No. 21143 – Executed Memoranda of Agreement
3100 R Street, NW (Square 1281, Lot 836)**


Dear Members of the Board:

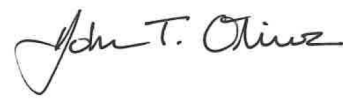
In support of the above referenced application (the “Application”), attached hereto are copies of the executed memoranda of agreement between the Trustees for Harvard University (the “Applicant”) and Advisory Neighborhood Commission (“ANC”) 2E, the Applicant and Daniel Chao, and the Applicant and Erin Drouin, respectively. Mr. Chao and Ms. Drouin were granted party status as parties in opposition to the Application. Under the memorandum of agreement, Mr. Chao and Ms. Drouin will withdraw their letters opposing the Application prior to the BZA hearing scheduled for October 23, 2024.

Should you have any questions or require additional information, please do not hesitate to have staff contact us.

Respectfully submitted,

HOLLAND & KNIGHT LLP

By: 
Leila M. Jackson Batties


John T. Oliver

Attachments (3)
cc: Certificate of Service

Board of Zoning Adjustment
District of Columbia
CASE NO.21143
EXHIBIT NO.51

CERTIFICATE OF SERVICE

I hereby certify that on October 10, 2024, a copy of this submission to the Board of Zoning Adjustment was served by electronic mail on the following at the addresses stated below.

D.C. Office of Planning

Jennifer Steingasser
jennifer.steingasser@dc.gov
Joel Lawson
joel.lawson@dc.gov
Karen Thomas
karen.thomas@dc.gov

District Department of Transportation

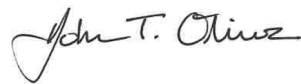
Erkin Ozberk
erkin.ozberk1@dc.gov

Advisory Neighborhood Commission 2E

ANC 2E c/o Commissioner Gwendolyn Lohse; and
Commissioner Daniel Chao (SMD Representative)
2E@anc.dc.gov
2E06@anc.dc.gov
2E07@anc.dc.gov

Parties in Opposition

Mr. Daniel Chao
dschao@gmail.com
Ms. Erin Drouin
erin_r_mccann@yahoo.com



John T. Oliver
Holland & Knight LLP

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

This Memorandum of Agreement (“MOA”) is made as of this 8 day of October, 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

WHEREAS, the Applicant owns and manages the 16-acre Dumbarton Oaks campus (“Main Campus”), a premier center of scholarship in the fields of Byzantine, Pre-Columbian, and Garden and Landscape Studies that has operated at its current location in Georgetown since 1940.

WHEREAS, the Applicant owns Fellowship House at 1700 Wisconsin Avenue, NW, the Oaks Townhouse at 3104 R Street, NW, and La Quercia Apartments at 1619 30th Street, NW to house distinguished scholars and professors in the humanities who come to Dumbarton Oaks to engage in personal research or to participate in collaborative projects that advance the scholarly mission of Dumbarton Oaks (“Dumbarton Oaks Scholars”).

WHEREAS, in March of 2021, the Applicant purchased the property at 3100 R Street, NW (the “Property”) for the purpose of housing Dumbarton Oaks Scholars.

WHEREAS, in February of 2022, with the support of the ANC 2E, the Old Georgetown Board approved concept plans for the renovation of the Property.

WHEREAS ANC 2E and the Applicant recognize the existing Campus Plan for the Main Campus, and that the Campus Plan excludes the Applicant’s non-Main Campus properties outlined above.

WHEREAS, the construction projects currently underway at the Main Campus has caused a realignment of resources and delayed the renovation of the Property.

WHEREAS, in order for the Property not to remain vacant, Dumbarton Oaks seeks to maintain limited interim office and administrative functions on the Property during construction on the Main Campus.

WHEREAS, 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 to permit the use of the building as office space, on an interim basis, and then as housing for Dumbarton Oaks Scholars (the “Application”).

WHEREAS, the Application has been assigned BZA Case No. 21143, 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.

WHEREAS, the Applicant values the Georgetown community, one of the nation's federal historic districts, and its active residential community, and desires to mitigate any potential impacts of the nonprofit use of the Property, enhance safety, and maintain the community fabric of Georgetown.

WHEREAS ANC 2E values Dumbarton Oaks very unique and long-standing presence in Georgetown, yet ANC 2E would not generally support efforts to rezone residential housing in the heart of Georgetown's residential district, especially for office space given the negative impact such changes have on the residential community's fabric.

WHEREAS, the Parties desire to ensure that the special exception approval for the nonprofit use does not continue to run with the land should the Applicant sell the Property.

WHEREAS, 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, regardless of whether the conditions are included in the BZA Order.

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 or December 31, 2026, whichever is later.
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, which includes contractors and subcontractors assigned to work at the Property (collectively, the "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 along that portion of the southern facing wall that is both (a) on a level of the building occupied by the office and (b) shared with the abutting residence at 1698 31st Street, NW. The type and quality of acoustic panels shall be industry standard for mitigating sound generated by the proposed office use.
4. In order to mitigate parking impacts on the immediate neighborhood from the office use, the Applicant agrees to restrict the uses on the Property as provided in Paragraph 5 of this MOA and to limit parking for Employees to the off-street parking at the Property, within the Main

Campus, and the Dumbarton Oaks's Fellowship House located at 1700 Wisconsin Avenue, NW. Employees shall not be permitted by the Applicant to use neighborhood on-street parking while the Property is occupied by the office use. Further, use of on-street parking for any visitors to the Property, including for repairs or service, shall be at a level that is typical for a residence in the immediate neighborhood. Parking required for major construction or renovation activities at the Property shall be included in a construction management plan, as discussed in Paragraph 13 of this MOA. Employees and visitors of the Property may not apply for a Residential Parking Permit or Visitors Parking Permit while the Property is occupied by the office use. The Applicant agrees to proactively communicate these parking restrictions to the Employees and all visitors of the Property.

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, or visitor ticket sales/pick-up for the Dumbarton Oaks public gardens.
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.
7. For the duration of the office use, the exterior of the building and the lawn shall be well maintained to the same standard as the Applicant's other non-campus properties. The aesthetics of the building shall demonstrate that the building is occupied and in use.

Housing for Dumbarton Oaks Scholars

8. In order to mitigate any potential noise from the use of the Property as housing for Dumbarton Oaks Scholars on the abutting residence, the Applicant agrees to remove the acoustic panels installed for the office use, and to install a soundwall at each level of the building along that portion of the southern facing wall that is shared with the abutting residence at 1698 31st Street, NW. The soundwall will be installed with the full renovation of the Property, and the soundwall material shall be Quiet Rock 545 or the same high quality industry standard to mitigate sound for the use of the Property as housing for Dumbarton Oaks Scholars.
9. The Property shall provide temporary housing accommodations for up to six (6) Dumbarton Oaks Scholars at one time.
10. In order to mitigate parking impacts on the immediate neighborhood, except for those with ADA needs, Dumbarton Oaks Scholars shall be prohibited from having an automobile while residing at the Property. Dumbarton Oaks Scholars with automobiles due to their ADA needs, shall use the off-street parking at the Property, within the Main Campus, or at the off-street parking facilities at the Fellowship House at 1700 Wisconsin Avenue, NW. Further, use of on-street parking for any visitors to the Property, including for repairs or service, shall be at a level that is typical for a residence in the immediate neighborhood. Dumbarton Oaks Scholars and their visitors may not apply for a Residential Parking Permit or Visitors Parking Permit.

The Applicant agrees to proactively communicate these parking restrictions to Dumbarton Oaks Scholars and all visitors of the Property.

11. While the Property is used to house Dumbarton Oak scholars, Dumbarton Oaks shall not use the Property for parties, conferences, celebrations or similar functions, with the exception of dinners and small receptions for those Scholars housed at the Property, in a spirit typical of a residential neighborhood and not entertaining space for the range of Dumbarton Oaks Scholars housed beyond the Property. At no time will the Property be used for visitor ticket sales or ticket pick-up for the Dumbarton Oaks public gardens.

Community Collaboration

12. No later than the effective date of the BZA Order, Dumbarton Oaks shall identify an employee to serve as a community liaison. The community liaison shall be responsible for proactively engaging with the neighborhood stakeholders on issues related to the use and maintenance of the Property. While the Property is occupied with the office use, the community liaison will provide brief quarterly written updates to ANC 2E on the status of the renovations of the Property for housing Dumbarton Oaks Scholars.
13. Once the Applicant is ready to renovate the Property as housing for Dumbarton Oaks Scholars, Dumbarton Oaks shall enter into a construction management plan with ANC 2E relating to the renovation of the Property to address the usual issues such as off-street parking plans for contractors. ANC 2E recognizes that some on-street parking is necessary for the renovation of the Property, which will be addressed in the construction management plan.

Limitations on Special Exception Approval

14. The special exception approval under the Application is limited to office/administrative and housing as contemplated in the Education, College/University Use category in Subtitle B, Sec. 200.2(j) of the Zoning Regulations. No other use categories in Subtitle B, Sec. 200.2 or any other section of the Zoning Regulations shall be permitted on the Property. Moreover, no other uses will be pursued by the Applicant for this Property except for the two uses identified in this MOA.
15. In the event the Applicant desires to sell the Property, the Applicant agrees to file a request with the BZA that the approval of the special exception and area variance granted in the Application be terminated so that the special exception approval and area variance no longer run with the land. The Applicant's request must be granted by the BZA prior to the sale of the Property. The Applicant shall notify any prospective purchaser of the Property of this provision.

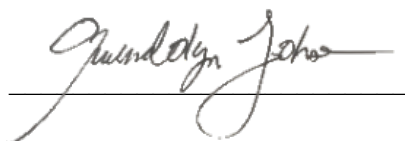
Miscellaneous

16. ANC and Party Status 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

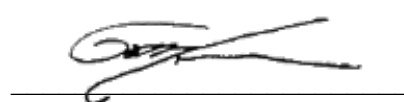
neighbors with party status in opposition to the application prior to the BZA hearing scheduled for October 23, 2024. Additionally, the Applicant shall enter into a separate a MOA with the neighbors with party status in opposition to the application prior to the BZA hearing. With the exception of the change in parties, the provisions of that MOA shall be identical to the ones herein.

17. 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 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.
18. Amendment. The Parties hereto reserve the right to amend this document at any time with the written agreement of all Parties.
19. 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.
20. 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 MOA shall inure to the benefit of the successor ANC.
21. 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.
22. Counterparts. This MOA may be executed in counterparts and via original or facsimile signature.

**Advisory Neighborhood
Commission 2E**

 10/8/2024

Trustees for Harvard University

 10/9/2024

Gwendolyn Lohse
Chairperson, ANC 2E

Date

Thomas B. F. Cummins
Authorized Representative
Director, Dumbarton Oaks

Date

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

This Memorandum of Agreement ("MOA") is made as of this 1st day of October, 2024, by and between the Trustees for Harvard University ("Applicant"), and Daniel Chao (the "Party in Opposition"), who resides at 1698 31st Street, NW. The Applicant and the Party in Opposition are together referred to herein as the "Parties."

RECITALS

WHEREAS, the Applicant owns and manages the 16-acre Dumbarton Oaks campus ("Main Campus"), a premier center of scholarship in the fields of Byzantine, Pre-Columbian, and Garden and Landscape Studies that has operated at its current location in Georgetown since 1940.

WHEREAS, the Applicant owns Fellowship House at 1700 Wisconsin Avenue, NW, the Oaks Townhouse at 3104 R Street, NW, and La Quercia Apartments at 1619 30th Street, NW to house distinguished scholars and professors in the humanities who come to Dumbarton Oaks to engage in personal research or to participate in collaborative projects that advance the scholarly mission of Dumbarton Oaks ("Dumbarton Oaks Scholars").

WHEREAS, in March of 2021, the Applicant purchased the property at 3100 R Street, NW (the "Property") for the purpose of housing Dumbarton Oaks Scholars.

WHEREAS, in February of 2022, with the support of the Advisory Neighborhood Commission ("ANC") 2E, the Old Georgetown Board approved concept plans for the renovation of the Property.

WHEREAS ANC 2E and the Applicant recognize the existing Campus Plan for the Main Campus, and that the Campus Plan excludes the Applicant's non-Main Campus properties outlined above.

WHEREAS, the construction projects currently underway at the Main Campus has caused a realignment of resources and delayed the renovation of the Property.

WHEREAS, in order for the Property not to remain vacant, Dumbarton Oaks seeks to maintain limited interim office and administrative functions on the Property during construction on the Main Campus.

WHEREAS, 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 to permit the use of the building as office space, on an interim basis, and then as housing for Dumbarton Oaks Scholars (the "Application").

WHEREAS, the Application has been assigned BZA Case No. 21143, 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.

WHEREAS, at a virtual public meeting on July 24, 2024, the BZA granted the Party in Opposition's request for party status for the Application.

WHEREAS, the Applicant values the Georgetown community, one of the nation's federal historic districts, and its active residential community, and desires to mitigate any potential impacts of the nonprofit use of the Property, enhance safety, and maintain the community fabric of Georgetown.

WHEREAS, the Party in Opposition values Dumbarton Oaks' very unique and long-standing presence in Georgetown, yet the Party in Opposition would not generally support efforts to rezone residential housing in the heart of Georgetown's residential district, especially for office space given the negative impact such changes have on the residential community's fabric.

WHEREAS, the Parties desire to ensure that the special exception approval for the nonprofit use does not continue to run with the land should the Applicant sell the Property.

WHEREAS, as a condition of the Party in Opposition's support of the Application, the Applicant and the Party in Opposition desire to enter into this MOA upon the terms below, regardless of whether the conditions are included in the BZA Order.

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 or December 31, 2026, whichever is later.
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, which includes

contractors and subcontractors assigned to work at the Property (collectively, the "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 along that portion of the southern facing wall that is both (a) on a level of the building occupied by the office and (b) shared with the abutting residence at 1698 31st Street, NW. The type and quality of acoustic panels shall be industry standard for mitigating sound generated by the proposed office use.
4. In order to mitigate parking impacts on the immediate neighborhood from the office use, the Applicant agrees to restrict the uses on the Property as provided in Paragraph 5 of this MOA and to limit parking for Employees to the off-street parking at the Property, within the Main Campus, and the Dumbarton Oaks's Fellowship House located at 1700 Wisconsin Avenue, NW. Employees shall not be permitted by the Applicant to use neighborhood on-street parking while the Property is occupied by the office use. Further, use of on-street parking for any visitors to the Property, including for repairs or service, shall be at a level that is typical for a residence in the immediate neighborhood. Parking required for major construction or renovation activities at the Property shall be included in a construction management plan, as discussed in Paragraph 13 of this MOA. Employees and visitors of the Property may not apply for a Residential Parking Permit or Visitors Parking Permit while the Property is occupied by the office use. The Applicant agrees to proactively communicate these parking restrictions to the Employees and all visitors of the Property.
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7. For the duration of the office use, the exterior of the building and the lawn shall be well maintained to the same standard as the Applicant's other non-campus properties. The aesthetics of the building shall demonstrate that the building is occupied and in use.

Housing for Dumbarton Oaks Scholars

8. In order to mitigate any potential noise from the use of the Property as housing for Dumbarton Oaks Scholars on the abutting residence, the Applicant agrees to remove the acoustic panels installed for the office use, and to install a soundwall at each level

of the building along that portion of the southern facing wall that is shared with the abutting residence at 1698 31st Street, NW. The soundwall will be installed with the full renovation of the Property, and the soundwall material shall be Quiet Rock 545 or the same high quality industry standard to mitigate sound for the use of the Property as housing for Dumbarton Oaks Scholars.

9. The Property shall provide temporary housing accommodations for up to six (6) Dumbarton Oaks Scholars at one time.
10. In order to mitigate parking impacts on the immediate neighborhood, except for those with ADA needs, Dumbarton Oaks Scholars shall be prohibited from having an automobile while residing at the Property. Dumbarton Oaks Scholars with automobiles due to their ADA needs, shall use the off-street parking at the Property, within the Main Campus, or at the off-street parking facilities at the Fellowship House at 1700 Wisconsin Avenue, NW. Further, use of on-street parking for any visitors to the Property, including for repairs or service, shall be at a level that is typical for a residence in the immediate neighborhood. Dumbarton Oaks Scholars and their visitors may not apply for a Residential Parking Permit or Visitors Parking Permit. The Applicant agrees to proactively communicate these parking restrictions to Dumbarton Oaks Scholars and all visitors of the Property.
11. While the Property is used to house Dumbarton Oak scholars, Dumbarton Oaks shall not use the Property for parties, conferences, celebrations or similar functions, with the exception of dinners and small receptions for those Scholars housed at the Property, in a spirit typical of a residential neighborhood and not entertaining space for the range of Dumbarton Oaks Scholars housed beyond the Property. At no time will the Property be used for visitor ticket sales or ticket pick-up for the Dumbarton Oaks public gardens.

Community Collaboration

12. No later than the effective date of the BZA Order, Dumbarton Oaks shall identify an employee to serve as a community liaison. The community liaison shall be responsible for proactively engaging with the neighborhood stakeholders on issues related to the use and maintenance of the Property. While the Property is occupied with the office use, the community liaison will provide brief quarterly written updates to ANC 2E on the status of the renovations of the Property for housing Dumbarton Oaks Scholars.
13. Once the Applicant is ready to renovate the Property as housing for Dumbarton Oaks Scholars, Dumbarton Oaks shall enter into a construction management plan with ANC 2E relating to the renovation of the Property to address the usual issues such as off-street parking plans for contractors. ANC 2E and the Party in Opposition recognize that some on-street parking is necessary for the renovation of the Property, which will be addressed in the construction management plan.

Limitations on Special Exception Approval

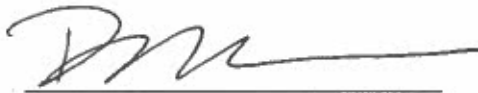
14. The special exception approval under the Application is limited to office/administrative and housing as contemplated in the Education, College/University Use category in Subtitle B, Sec. 200.2(j) of the Zoning Regulations. No other use categories in Subtitle B, Sec. 200.2 or any other section of the Zoning Regulations shall be permitted on the Property. Moreover, no other uses will be pursued by the Applicant for this Property except for the two uses identified in this MOA.
15. In the event the Applicant desires to sell the Property, the Applicant agrees to file a request with the BZA that the approval of the special exception and area variance granted in the Application be terminated so that the special exception approval and area variance no longer run with the land. The Applicant's request must be granted by the BZA prior to the sale of the Property. The Applicant shall notify any prospective purchaser of the Property of this provision.

Miscellaneous

16. ANC and Party Status 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 the letters opposing the Application from the Party in Opposition prior to the BZA hearing scheduled for October 23, 2024.
17. 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 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.
18. Amendment. The Parties hereto reserve the right to amend this document at any time with the written agreement of all Parties.
19. 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.

20. 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 Party in Opposition.
21. 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.
22. Counterparts. This MOA may be executed in counterparts and via original or facsimile signature.

PARTY IN OPPOSITION

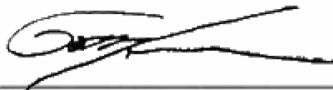


Daniel Chao
1698 31st Street, NW
Washington, DC 20007

10/7/24

Date

TRUSTEES FOR HARVARD UNIVERSITY



Thomas B. F. Cummins
Authorized Representative
Director, Dumbarton Oaks

10/9/2024

Date

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

This Memorandum of Agreement ("MOA") is made as of this 8th day of October, 2024, by and between the Trustees for Harvard University ("Applicant"), and Erin Drouin (the "Party in Opposition"), who resides at 1692 31st Street, NW. The Applicant and the Party in Opposition are together referred to herein as the "Parties."

RECITALS

WHEREAS, the Applicant owns and manages the 16-acre Dumbarton Oaks campus ("Main Campus"), a premier center of scholarship in the fields of Byzantine, Pre-Columbian, and Garden and Landscape Studies that has operated at its current location in Georgetown since 1940,

WHEREAS, the Applicant owns Fellowship House at 1700 Wisconsin Avenue, NW, the Oaks Townhouse at 3104 R Street, NW, and La Quercia Apartments at 1619 30th Street, NW to house distinguished scholars and professors in the humanities who come to Dumbarton Oaks to engage in personal research or to participate in collaborative projects that advance the scholarly mission of Dumbarton Oaks ("Dumbarton Oaks Scholars"),

WHEREAS, in March of 2021, the Applicant purchased the property at 3100 R Street, NW (the "Property") for the purpose of housing Dumbarton Oaks Scholars,

WHEREAS, in February of 2022, with the support of the Advisory Neighborhood Commission ("ANC") 2E, the Old Georgetown Board approved concept plans for the renovation of the Property,

WHEREAS ANC 2E and the Applicant recognize the existing Campus Plan for the Main Campus, and that the Campus Plan excludes the Applicant's non-Main Campus properties outlined above,

WHEREAS, the construction projects currently underway at the Main Campus has caused a realignment of resources and delayed the renovation of the Property,

WHEREAS, in order for the Property not to remain vacant, Dumbarton Oaks seeks to maintain limited interim office and administrative functions on the Property during construction on the Main Campus,

WHEREAS, 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 to permit the use of the building as office space, on an interim basis, and then as housing for Dumbarton Oaks Scholars (the “Application”).

WHEREAS, the Application has been assigned BZA Case No. 21143, 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.

WHEREAS, at a virtual public meeting on July 24, 2024, the BZA granted the Party in Opposition’s request for party status for the Application.

WHEREAS, the Applicant values the Georgetown community, one of the nation’s federal historic districts, and its active residential community, and desires to mitigate any potential impacts of the nonprofit use of the Property, enhance safety, and maintain the community fabric of Georgetown.

WHEREAS, the Party in Opposition values Dumbarton Oaks’ very unique and long-standing presence in Georgetown, yet the Party in Opposition would not generally support efforts to rezone residential housing in the heart of Georgetown’s residential district, especially for office space given the negative impact such changes have on the residential community’s fabric.

WHEREAS, the Parties desire to ensure that the special exception approval for the nonprofit use does not continue to run with the land should the Applicant sell the Property.

WHEREAS, as a condition of the Party in Opposition’s support of the Application, the Applicant and the Party in Opposition desire to enter into this MOA upon the terms below, regardless of whether the conditions are included in the BZA Order.

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 or December 31, 2026, whichever is later.
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, which includes

contractors and subcontractors assigned to work at the Property (collectively, the “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 along that portion of the southern facing wall that is both (a) on a level of the building occupied by the office and (b) shared with the abutting residence at 1698 31st Street, NW. The type and quality of acoustic panels shall be industry standard for mitigating sound generated by the proposed office use.
4. In order to mitigate parking impacts on the immediate neighborhood from the office use, the Applicant agrees to restrict the uses on the Property as provided in Paragraph 5 of this MOA and to limit parking for Employees to the off-street parking at the Property, within the Main Campus, and the Dumbarton Oaks’s Fellowship House located at 1700 Wisconsin Avenue, NW. Employees shall not be permitted by the Applicant to use neighborhood on-street parking while the Property is occupied by the office use. Further, use of on-street parking for any visitors to the Property, including for repairs or service, shall be at a level that is typical for a residence in the immediate neighborhood. Parking required for major construction or renovation activities at the Property shall be included in a construction management plan, as discussed in Paragraph 13 of this MOA. Employees and visitors of the Property may not apply for a Residential Parking Permit or Visitors Parking Permit while the Property is occupied by the office use. The Applicant agrees to proactively communicate these parking restrictions to the Employees and all visitors of the Property.
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, or visitor ticket sales/pick-up for the Dumbarton Oaks public gardens.
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.
7. For the duration of the office use, the exterior of the building and the lawn shall be well maintained to the same standard as the Applicant’s other non-campus properties. The aesthetics of the building shall demonstrate that the building is occupied and in use.

Housing for Dumbarton Oaks Scholars

8. In order to mitigate any potential noise from the use of the Property as housing for Dumbarton Oaks Scholars on the abutting residence, the Applicant agrees to remove the acoustic panels installed for the office use, and to install a soundwall at each level

of the building along that portion of the southern facing wall that is shared with the abutting residence at 1698 31st Street, NW. The soundwall will be installed with the full renovation of the Property, and the soundwall material shall be Quiet Rock 545 or the same high quality industry standard to mitigate sound for the use of the Property as housing for Dumbarton Oaks Scholars.

9. The Property shall provide temporary housing accommodations for up to six (6) Dumbarton Oaks Scholars at one time.
10. In order to mitigate parking impacts on the immediate neighborhood, except for those with ADA needs, Dumbarton Oaks Scholars shall be prohibited from having an automobile while residing at the Property. Dumbarton Oaks Scholars with automobiles due to their ADA needs, shall use the off-street parking at the Property, within the Main Campus, or at the off-street parking facilities at the Fellowship House at 1700 Wisconsin Avenue, NW. Further, use of on-street parking for any visitors to the Property, including for repairs or service, shall be at a level that is typical for a residence in the immediate neighborhood. Dumbarton Oaks Scholars and their visitors may not apply for a Residential Parking Permit or Visitors Parking Permit. The Applicant agrees to proactively communicate these parking restrictions to Dumbarton Oaks Scholars and all visitors of the Property.
11. While the Property is used to house Dumbarton Oak scholars, Dumbarton Oaks shall not use the Property for parties, conferences, celebrations or similar functions, with the exception of dinners and small receptions for those Scholars housed at the Property, in a spirit typical of a residential neighborhood and not entertaining space for the range of Dumbarton Oaks Scholars housed beyond the Property. At no time will the Property be used for visitor ticket sales or ticket pick-up for the Dumbarton Oaks public gardens.

Community Collaboration

12. No later than the effective date of the BZA Order, Dumbarton Oaks shall identify an employee to serve as a community liaison. The community liaison shall be responsible for proactively engaging with the neighborhood stakeholders on issues related to the use and maintenance of the Property. While the Property is occupied with the office use, the community liaison will provide brief quarterly written updates to ANC 2E on the status of the renovations of the Property for housing Dumbarton Oaks Scholars.
13. Once the Applicant is ready to renovate the Property as housing for Dumbarton Oaks Scholars, Dumbarton Oaks shall enter into a construction management plan with ANC 2E relating to the renovation of the Property to address the usual issues such as off-street parking plans for contractors. ANC 2E and the Party in Opposition recognize that some on-street parking is necessary for the renovation of the Property, which will be addressed in the construction management plan.

Limitations on Special Exception Approval

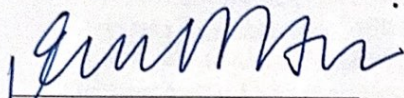
14. The special exception approval under the Application is limited to office/administrative and housing as contemplated in the Education, College/University Use category in Subtitle B, Sec. 200.2(j) of the Zoning Regulations. No other use categories in Subtitle B, Sec. 200.2 or any other section of the Zoning Regulations shall be permitted on the Property. Moreover, no other uses will be pursued by the Applicant for this Property except for the two uses identified in this MOA.
15. In the event the Applicant desires to sell the Property, the Applicant agrees to file a request with the BZA that the approval of the special exception and area variance granted in the Application be terminated so that the special exception approval and area variance no longer run with the land. The Applicant's request must be granted by the BZA prior to the sale of the Property. The Applicant shall notify any prospective purchaser of the Property of this provision.

Miscellaneous

16. ANC and Party Status 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 the letters opposing the Application from the Party in Opposition prior to the BZA hearing scheduled for October 23, 2024.
17. 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 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.
18. Amendment. The Parties hereto reserve the right to amend this document at any time with the written agreement of all Parties.
19. 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.

20. 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 Party in Opposition.
21. 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.
22. Counterparts. This MOA may be executed in counterparts and via original or facsimile signature.

PARTY IN OPPOSITION

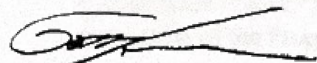


Erin Drouin
1692 31st Street, NW
Washington, DC 20007

10/08/24

Date

TRUSTEES FOR HARVARD UNIVERSITY



Thomas B. F. Cummins
Authorized Representative
Director, Dumbarton Oaks

10/9/2024

Date