

GOOD NEIGHBOR AGREEMENT

This GOOD NEIGHBOR AGREEMENT (this "Agreement") is made on 18th Feb, 2025, by and between 327 Upshur LLC ("Developer"), and Surayuth Bunyasrie s ("Owner of 1156 Morse Street NE" – "Neighbor") for themselves, and for their successors and assigns.

RECITALS:

Recital No. 1. Developer is in the process of gut rehabbing and making significant additions to 1154 Morse Street NE building, (the "Project") which includes adding a level on the top of the main building, and rooftop and a carriage house in the rear.

Recital No. 2. 1156 Morse Owner owns their respective property and uses it for residential purposes. These properties are hereinafter referred to as the "Neighboring Property".

Recital No. 3. Developer and the Neighboring property agreed on the following terms

- I. Each level of the proposed 2 level carriage house will be assigned to Unit #1 and unit #2 in the main building and will not be sold as a separate unit.
- II. Walkway next to the carriage house will be placed towards 1152 Morse NE
- III. No windows will be placed on the side wall of the carriage house
- IV. Decks that the developer will build will be private and will not impact neighboring property's privacy
- V. The new fence will be a privacy fence and will not impact neighboring property's privacy
- VI. Neighbor(s) have removed their party status in objection and will not submit any new requests for objection with BZA and support the development project during planning and permitting and construction

Recital No. 4. The Neighbor(s) have agreed to provide their support to the execution of the project in a timely manner including any access that might be required to the properties of the neighbors during the course of the project. The developer will notify the neighbor about the construction activities that will take around the property line and discuss what will take place. The access will be coordinated at least 24 hours in advance and the developer will provide a brief scope of work will be performed. No tools, or equipment will be stored overnight in neighboring property without pre-authorization

Recital No. 5. The developer hereby agrees that time periods when the construction related activities can be conducted and trash and cleanliness standards at the project site during the construction period will be adhered to, as per the city of Washington D.C. guidelines.

Recital No. 6. Developer will secure all permits that are required to complete the Project and will carry the necessary general liability insurance. The project will be regularly inspected per the construction schedule.

Recital No. 7. Neighbor will not make any complaints to any of the authorities including DCRA, local police, ANC unless the grievances written notice has been given to the developer first and adequate opportunity has been given to the Developer to resolve the issues mutually in an amicable manner.

Amendment. Modifications, waivers and consents regarding this Agreement shall only be binding if in writing and signed by all parties hereto.

Notices. All notices and other communications hereunder shall be in writing and either personally delivered (which will be deemed given upon delivery or upon the first refusal to accept delivery) or mailed by certified mail, or e-mailed to:

If to Developer:

327 Upshur LLC

Attn: Alper Akan

Email: alperakan@outlook.com

Cell: 469-3962693

If to Neighbor:

Email: jopcool@yahoo.com

Cell: 615-618-1292

The parties to this Agreement shall be responsible for notifying each other of any change of address or change in the persons to be notified.

Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and no party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth herein.

Counterparts. This Agreement may be executed simultaneously in any number of counterparts by original or facsimile signature, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

Binding on Successors and Assigns. This Agreement shall be binding upon the Neighbor and Developer. This Agreement shall also be binding upon any successor entity to Developer until the completion of construction and sale of the proposed one-family dwelling.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

SIGNATURES ON FOLLOWING PAGE,

327 Upshur LLC

Name: Alper Akan

Title: Manager



Name: Surayuth Bunyasrie

Owner 1156 Morse street NE

Surayuth
Bunyasrie



Digitally signed by
Surayuth Bunyasrie
Date: 2025.02.19
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