

LEGAL AGREEMENT BETWEEN LEROY ALEXANDER-BENONS ("Owner") AND ANGELA NICHOLAS FOR PAYMENT TO ADDRESS SOLAR LOSS

This Agreement is made and entered into this 11th day of February, 2025, by and between **LeRoy Alexander-Benons**, hereinafter referred to as "Owner," with an address of 1206 Staples Street NE, Washington, D.C. 20002, and **Angela Michelle Nicholas**, hereinafter referred to as "Neighbor" or "Ms. Nicholas," with an address of 1206 Staples Street NE, Washington, D.C. 20002. Collectively, the parties may be referred to as "the Parties" or individually as "Owner," and "Ms. Nicholas" or "Neighbor".

WHEREAS, the Neighbor has experienced a loss of solar energy generation from their solar energy system due to developments on the Owner's property, and the Parties wish to resolve this matter through mutual agreement; WHEREAS, the Owner agrees to compensate the Neighbor for the aforementioned solar loss in accordance with the terms of this Agreement; WHEREAS, the Owner and Ms. Nicholas both support the compromise proposed construction work related to 1206 Staples Street, NE as outlined in the BZA 21226 Presentation dated February 12, 2025 (the "Development"); WHEREAS Ms. Nicholas will continue to support and cooperate with Owner and the Development so that Owner can complete the construction of the Development; and WHEREAS Ms. Nicholas will continue not to oppose and will cooperate as needed with, Owner obtaining and performing construction based on building permits that allow Owner to build the outlined Development.

NOW, THEREFORE, the Parties agree as follows: The Owner agrees to pay Ms. Nicholas a total amount of **\$20,850** (the "Total Payment") to address the solar loss, subject to the conditions outlined in this Agreement. This payment will be placed in an **escrow account**. The Total Payment will be held in escrow until the conditions set forth below are fulfilled.

The Total Payment will be released from escrow in accordance with the following conditions:

- **50% of the Total Payment**, amounting to **\$10,425**, will be released to the Owner upon **successful application for permits and approval** from the relevant authorities, within three (3) months of BZA approval.
- The remaining **50% of the Total Payment**, amounting to **\$10,425**, will be released upon the full and final approval of building permits for the Development being issued to the Owner by DCRA. This can happen anywhere from 12-18 months. The Owner agrees to promptly notify the Neighbor when either of these events occurs and to ensure the release of the payment from escrow.

If the conditions are not met, or if either Party fails to fulfill their obligations outlined in this Agreement, the Total Payment held in escrow may be subject to dispute resolution procedures as outlined below.


The Owner agrees to apply for and obtain all necessary permits and approvals related to Development. If the Owner fails to make the required payments within the specified timeframes or fails to fulfill their obligations as outlined in this Agreement, the Neighbor shall have the right

to pursue legal action for the recovery of any unpaid amounts, including any costs or fees incurred in connection with the enforcement of this Agreement.

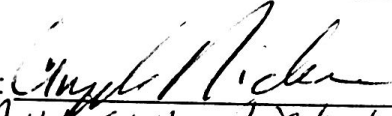
Any dispute arising out of or in connection with this Agreement shall be resolved through mediation, and if mediation is unsuccessful, then through binding arbitration. The Parties shall share the costs of mediation and arbitration equally. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes any prior discussions, representations, or agreements. This Agreement may only be amended in writing and signed by both Parties. It shall be governed by and construed in accordance with the laws of the District of Columbia (D.C.). If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement may be executed in counterparts, and signatures delivered electronically shall be deemed to be valid and binding.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Owner

Signature: 
Name: LeRoy Alexander-Benons
Date: 2/11/2025

Neighbor

Signature: 
Name: ANGEL NICHOLAS
Date: 2-11-2025