

## **ABUTTER AGREEMENT**

This ABUTTER AGREEMENT ("**Agreement**") is made as of this 18<sup>th</sup> day of November, 2025, by and between Paul Pike and Jacqueline and Gail Jacobson, referred to together as the "**Parties**" and individually as a "**Party**."

WHEREAS, Paul Pike (the "**Applicant**") is the owner of 1818 15th Street, NW Washington, D.C. (the "**Application Property**");

WHEREAS, Gail and Jacqueline Jacobson (the "**Jacobsons**") own the dwelling located at 1508 Swann Street, NW, Washington, D.C. which is adjacent to the Application Property;

WHEREAS, the Applicant has submitted an application (the "**Application**") to the District of Columbia Board of Zoning Adjustment ("**BZA**") for approval of a special exception in BZA Case No. 21330 to construct a carport and roof-deck ("**Project**");

WHEREAS, representatives of the Applicant and the Jacobsons have discussed on multiple occasions the Jacobsons' concerns about the Project and its potential impact on the Jacobsons and their enjoyment of their property;

WHEREAS, the Applicant and the Jacobsons have agreed to a resolution of the Jacobsons's concerns as set forth more fully herein;

WHEREAS, this Agreement and the commitments set forth below are public records and constitute a part of the BZA Case No. 21330; and

WHEREAS, the Jacobsons have agreed to withdraw their opposition to the Project pursuant to the terms of this Agreement and to take certain acts set forth more fully herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Applicant will provide a check made out to Jacqueline Jacobson for \$500.00, such funds to be used to defray the costs of installing "frosting" or other such material on the Jacobsons' Living Room window. Payment will be made within five days of any vote by the BZA to approve the special exception. Frosting or other material shall be in place within 30 days of completion of the deck revision.
2. The Applicant will commit to permanently removing all tarps, flags, or other obstructions from any of the windows in the Jacobsons' home (2 living room windows and kitchen) prior to the BZA hearing on Application 21330 currently scheduled for November 19, 2025.

3. The Applicant commits not to place any new coverings or obstructions to the foregoing windows for the life of the carport/deck.
4. The Applicant agrees to promptly re-apply to the BZA to request appropriate relief if the building permit for the carport is denied based on zoning compliance issues; or to otherwise correct, satisfy, or resolve any zoning compliance issues.
5. Prior to the hearing on Application 21330, currently scheduled for November 19, 2025, the Applicant agrees to request the following conditions to any BZA Order approving the special exception:
  - a. that any order approving Application 21330 will expire and not be renewable if the Applicant fails to apply for a building permit and begin construction of the carport and deck depicted in the special exception application within 9 months of the effective date of the BZA Order.
  - b. Directing the Applicant to promptly re-apply to the BZA to request appropriate relief if the building permit for the carport is denied based on zoning compliance issues; or to otherwise correct, satisfy, or resolve any zoning compliance issues.
6. Subject to Paragraph 11 herein, the parties agree and understand that the Jacobsons retain full rights to raise objections to the Department of Buildings in connection with the building permit.
7. The Applicant agrees to provide the Jacobsons with reasonable access on an as-needed basis to undertake routine maintenance and inspection of her HVAC system or to conduct other repairs or to undertake necessary pest control measures, provided that no harmful chemicals may be used on the Applicant's property . The timing of this access will be coordinated with the Applicant.
8. The Applicant shall be responsible for the full costs of repairing any damage to 1508 Swann Street NW or its HVAC system that occurs during or as a result of construction of the deck/carport. Upon receiving notification that damage has occurred, the Applicant shall promptly halt work, assess the damage and confer with the Jacobsons on how to remedy the damage. Upon the election of the Jacobsons, the Applicant will either undertake the necessary repairs based on plans acceptable to the Jacobsons or reimburse the Jacobsons for the cost of such repairs, with repairs to be done as promptly as reasonably possible. Any reimbursement shall be paid within 30 days of receipt of invoices.
9. Construction management. The Applicant shall at all times during construction of the Project abide by the following construction management terms

- a. During construction, the Applicant take commercially reasonable steps so as to avoid any adverse effects on the Jacobsons. Any temporary lighting that may be installed on the Property shall be directed away from the Jacobsons Property during construction.
  - b. Applicant shall provide Jacobsons with advance notice of all demolition work. All demolition work shall occur within the Property and all demolition materials or any other debris will not be permitted on the property of any neighbors adjacent to the Application Property or on public property. All construction equipment and materials will be stored and/or maintained on the Application Property.
  - c. No construction related trash or materials will be deposited in private trash cans belonging to the Jacobsons. The Applicant shall take commercially reasonable steps so as to avoid any adverse effects on the Jacobsons.
10. Nothing in this agreement shall abrogate or limit in any way any of the Jacobsons' rights under DC law, including but not limited to, the Jacobsons' right, if any, to receive a copy of the plans submitted to DC Department of Buildings and to make technical objections thereto as provided by law.
11. The Jacobsons Covenant Not to Oppose or Sue.
- a. From and after the Effective Date hereof and for the useful life of the carport, as depicted in the plans on file with the BZA, the Jacobsons shall not:
    - i. Directly or indirectly oppose, appeal, or interfere with any aspect of the Project or subsequent permitting related to the construction of the Project as approved by the BZA, so long as Project plans conform to the commitments set forth in this Agreement; It being understood that the Jacobsons retains all rights, if any, under DC law to receive a copy of all permit applications and to make any technical objections to that application as provided by that law.
    - ii. Initiate, prosecute, or otherwise participate in any litigation (including, without limitation, any appeal to the D.C. Court of Appeals) contesting the validity of the order issued by the BZA following approval of the Application.
    - iii. The provisions of this subparagraph (a) shall be void if building plans or construction management change in any material respect from the date of this Agreement or if the Applicant fails to meet any of its obligations under this Agreement.

- b. The provisions of this subparagraph (a) shall not preclude the Jacobsons from taking action before any court, administrative agency, or governmental official to (i) enforce the Applicant's obligations under this Agreement or (ii) for physical damages to persons or the 1508 Swann Street, NW Property resulting from construction of the Project.
12. Withdrawal of Opposition. Within three hours following the full execution of this agreement (or at 9 a.m. the next day if the agreement is executed following the close of business), the Jacobsons shall file a letter with the BZA acknowledging that the Applicant has worked collaboratively with the Jacobsons to address concerns raised by the Jacobsons about the Project and withdrawing their opposition to the special exception based on the Applicant's commitments in this abutter agreement..
13. Termination. This Agreement shall be null and void and of no effect if the BZA denies the special exception in Application 21330. The Agreement shall terminate when the subject deck/carport is 100% demolished and ceases to exist.
14. Notices. Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing, signed by the party giving the same or by its attorneys, and shall be deemed to have been given upon (i) hand delivery, (ii) e-mail delivery; (iii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (iv) five (5) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, addressed as set forth below or at such other address within the continental United States as such other Party may designate by notice specifically designated as a notice of change of address and given in accordance herewith. Notices shall be given as follows:

If to the Jacobsons:

Jacqueline Jacobson  
1508 Swann Street, NW  
Washington, DC 20009  
[jmj2253@gmail.com](mailto:jmj2253@gmail.com)

With a copy to:

Andrea C. Ferster  
Attorney at Law  
[andreaferster@gmail.com](mailto:andreaferster@gmail.com)

If to the Applicant:

Paul Pike  
1818 15<sup>th</sup> Street, NW  
Washington, DC 20009  
Email: ppikedc@gmail.com

With a copy to:

Martin P. Sullivan, Esq.  
Sullivan & Barros, LLP  
[msullivan@sullivanbarros.com](mailto:msullivan@sullivanbarros.com)

15. Miscellaneous.

- a. Except as to claims arising under or related to the implementation or enforcement of this Agreement, each Party on behalf of itself, its respective agents, heirs, legatees, successors, and assigns hereby irrevocably and unconditionally release, remise, and forever discharge the other Party and its agents, subsidiaries, affiliates, predecessors, successors, and assigns of and from any and all actions, causes of action, suits, debts, charges, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs), of any nature whatsoever, known or unknown, in law or equity, which such Party had or has against the other Party by reason of any matter, cause or thing arising from any time prior to the date of this Agreement.
- b. The Parties agree that neither Party shall take, initiate, or encourage any action that constitutes retaliation against the other Party based on events, conduct, or compliance matters occurring before the Effective Date of this Agreement. Without limiting the foregoing, the Parties shall not raise, assert, report, or pursue any claim, allegation, or complaint alleging regulatory noncompliance or irregularities that the parties knew or had reason to know about prior to the Effective Date, except to the extent required by law or governmental authority. Nothing in this provision shall prevent either Party from complying with a lawful subpoena, court order, or mandatory governmental request.
- c. This Agreement constitutes the entire agreement between the parties hereto and no Party shall be liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements, or representations pertaining to the

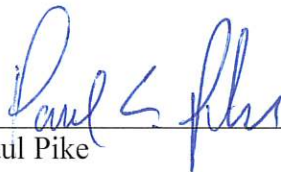
subject matter hereof except as such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth herein.

This Agreement shall be binding upon and enforceable against the Applicant and the Jacobsons, and their respective heirs, successors, and assigns. The Jacobsons and their heirs, successors and assigns shall enjoy the right to enforce this Agreement. This includes, but is not necessarily limited to, initiating an action for specific enforcement in a court of competent jurisdiction.

- d. The Jacobsons, their heirs, successors and assigns are intended third party beneficiaries of the terms of this Agreement and any subsequent purchase and sale agreements for the property, and shall enjoy the right to enforce this Agreement against the Applicant and any successor, including but is not necessarily limited to, initiating an action for specific enforcement in a court of competent jurisdiction.
- e. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
- f. The Jacobsons and the Applicant acknowledge and agree that they have negotiated and executed this Agreement of their own free will and with the benefit of advice from legal counsel. Each of the Parties hereto also acknowledges that he, she, or it has read and understands all of the terms and conditions of the Agreement.
- g. If any provision of this Agreement or any application thereof shall be declared to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.
- h. Except as expressly provided herein, the terms of this Agreement shall continue in full force and effect as an Agreement among the parties and shall be enforceable as permitted by law, including, but not limited to, specific performance, the Parties agreeing that there is no ready means to ascertain the specific amount of money damages for the breach of any obligation hereunder.
- i. Time shall be of the essence with regard to all matters contained within this Agreement.
- j. Modifications, waivers, and consents regarding this Agreement shall be binding only if set forth in writing and signed by all Parties.
- k. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or scanned signatures shall constitute originals.



IN WITNESS WHEREOF, on the day and year first above written, this Agreement is executed under seal and delivered according to law.

  
Paul Pike 11/18/2015

DocuSigned by:  
  
FD66AAA6127E44C...  
Jacqueline Jacobson

Signed by:  
  
897F1F132697493...  
Gail Jacobson