

AGREEMENT

THIS AGREEMENT (“Agreement”) is made by and among (a) 1322 Randolph St NW LLC, the owner of the property located at 1322 Randolph St NW, Washington, DC 20011 (the “1322 Owner”) (b) Mr. Amir Zare, the owner and manager of the 1322 Owner (“Mr. Zare”), and (c) and Ms. Jennifer Holcomb, the owner of the property located at 1320 Randolph Street, NW, Washington DC 20011 (the “1320 Owner”) (the Owners and Mr. Zare are collectively referred to as the “Parties”) and shall be effective as of the date that this Agreement is executed by all of the Parties.

WITNESSETH:

WHEREAS, 1322 Randolph St NW LLC owns the property at 1322 Randolph St NW, Washington, DC 20011, located in Square 2825, Lot 0127 (the “1322 Property”);

WHEREAS, Mr. Amir Zare is the owner and manager of 1322 Randolph St NW LLC, the owner of the 1322 Property;

WHEREAS, Ms. Jennifer Holcomb, the owner of the property located at 1320 Randolph Street, NW, Washington DC 20011, located in Square 2825, Lot 0800 (the “1320 Property”). The 1322 Property is located to the West of the 1320 Property, and they, in part, share a party wall;

WHEREAS, the 1322 Owner intends to substantially redevelop the 1322 Property, and is planning to seek approval from DC Zoning and DCRA to, among other things, add a third floor, add a three-story addition in the rear and an exterior staircase, all shown on **Exhibit ‘A’** (Sheets 00-1, 00-2, 01, 02, 03, 04, dated October 2, 2018, and a rendering; collectively referred to as the “1322 Plans”);

WHEREAS, this agreement does not validate or agree to the zoning representations or conclusions made by the 1322 Owner or Mr. Zare;

WHEREAS, there is a solar panel array on the roof of the 1320 Property and the Parties agree that the 1322 Plan will cause shadows over the array and impair the solar production of the panels to the detriment of the 1322 Owner;

WHEREAS, the addition of a third floor on the 1322 Property will cause additional snow load on the roof of the 1320 Property;

WHEREAS, the redevelopment of the 1322 Property will require certain underpinning of the 1320 Property;

WHEREAS, the 1320 Owner is willing to enter into this Agreement provided (a) the existing light and air available to her rear yard shall be protected from shadows caused by the 1322 Property development and (b) the existing privacy of use and enjoyment of her rear yard shall be preserved;

WHEREAS, the 1322 Owner has submitted Plans to the DC Board of Zoning Adjustment for approval and there is a hearing on the project set for October 10, 2018;

WHEREAS, the 1322 Owner has requested that the 1320 Owner execute and deliver a letter in support of the 1322 Owner's request to the BZA for special exception relief to construct a third story and a three-story rear addition on the 1322 Property, which letter is **Exhibit 'B'** hereto;

WHEREAS, the 1320 Owner has raised several issues and concerns about the 1322 Plan and possible changes to the Plans for the redevelopment of the 1322 Property;

WHEREAS, the Parties wish to enter into this Agreement for the purpose of addressing the issues and concerns of the 1320 Owner and to facilitate the 1322 Owner's efforts to obtain BZA approval for a special exception to allow the 1322 Plan to be permitted.

NOW, THEREFORE, in consideration of the mutual promises and other consideration set forth herein, the Parties hereto agree as follows.

Incorporation of Recitals. The Parties acknowledge the Recitals set forth above, which are adopted by reference and incorporated in their entirety as if set forth fully below.

1. **Payment to 1320 Owner and Release of 1322 Owner with Regard to Solar Panels.**

In consideration for the following release, ~~contemporaneous herewith, and subject to and upon approval of the BZA Application, the 1322 Owner shall pay, within twenty-four (24) hours of the BZA's oral approval of the Application -the 1322 Owner shall pay~~ Ten Thousand Dollars (\$10,000) to the 1320 Owner. In consideration of the foregoing payment, the 1320 Owner shall release and hold the 1322 Owner harmless from any future claims for damages to property or persons or liability of any nature or kind resulting from any diminution in the efficiency of or production of energy from the solar panels as a result of the redevelopment of the 1322 Property in accordance with the 1322 Plans, specifically adding a third floor and a three-story addition. The foregoing release shall not apply to an increased diminution resulting from a change in the 1322 Plans that increases the size or configuration of the building planned for the 1322 Property as shown on the 1322 Plans.

2. **Snow Loads.** The 1320 Owner shall engage a Structural Engineer to evaluate the existing structure on the 1320 Property and propose any changes to address the new loads imposed by snow drifting against the proposed addition on the 1322 Property (if approved by Zoning). The 1322 Owner shall promptly reimburse the 1320 Owner up to \$3,000 to cover the engineer expenses. Required structural changes, if any, shall be paid for by the 1322 Owner and shall be performed by the 1320 Owner's contractor or, at her option, by the 1322 Property Contractor.

3. **Representations and Covenants of 1322 Owner to 1320 Owner.** In consideration of the promises contained in this Agreement, the 1322 Owner hereby agrees, represents

and covenants that it shall (and/or cause its project Architect, Engineers, Contractor, subcontractors and others working on the 1322 Property to):

- a. Not allow the rear face of the three-story addition planned for the renovation of the 1322 Property to extend more than ten (10) feet beyond the adjacent rear facade of the existing building on the 1320 Property and shall be not more than ten (10) feet beyond the rear facade of the existing building on the 1322 Property. The 1322 Owner represents that it has the ability to achieve approval of a third-floor addition compliant with the zoning regulations. In all events, including the possibility that such zoning approval is not obtained, the 1322 Owner shall not build: (i) any structure, whether 1, 2, or 3 stories, that is “conditioned space” and whose new rear exterior wall is more than 10’ beyond the existing rear wall of the existing home on the 1320 Property; (ii) any decks beyond that point that are more than 6’ in depth; and (iv) any stairs shall not extend beyond those shown in the attached **Exhibit ‘A’**. Any rear areaway retaining wall that projects above grade shall not extend beyond the staircase. The 1322 Owner shall design the rear balconies of 1322 in accordance with the attached plan, **Exhibit A**, which balconies shall be no deeper than six (6) feet, with the following modifications: 1. The staircase shall be a spiral staircase on the left side of the redeveloped 1322 house if the alley is the vantage point (if a spiral staircase is not permitted, then the staircase shall be on the same left side and shall not extend beyond the face of the deck; 2. The balconies and stairs shall be painted a muted dark gray; 3. The balconies shall be designed as a cantilever from the rear wall to reduce the number of visible structural elements (columns and/or posts).
- b. Not cut down, damage the trunks, limbs or root structures of the two center most trees along the fence line (one directly in the middle of the fence line, the other adjacent to the shed) as shown on the attached Site Plan, **Exhibit ‘A’** (sheet 01) hereto.
- c. Paint the exterior of the redeveloped building (including the front of the third-floor) on the 1322 Property a color that blends in with the neighborhood.
- d. Not change the style of the front porch or the architectural elements (including the roofs) of the front façade of the building. The third floor shall be set back from the location of the existing front façade by at least five (5) feet, as shown on the attached **Exhibit ‘A’** (sheet 04) hereto.
- e. Not install windows on the rear-side of the redeveloped building on 1322 Property facing the 1320 Property (1322 Owner agrees that any such windows would be at-risk windows and could be covered by a redeveloped structure on the 1320 Property).
- f. Use tarps and other non-permeable material covering any outside openings of the structures on the 1322 Property at all times during the redevelopment of the 1322 Property. And, should any water damage and/or mold occur to any portion of the 1320 Property, the 1322 Owner shall immediately abate and repair any such damage and be liable for any damage or loss of use of the 1320 Property by the 1320 Owner.
- g. Not park vehicles in the alley behind the 1320 Property or block the alleyways to the 1320 Property.
- h. Provide the 1320 Owner with a plan for the renovation and extension of the shared chimney as soon as possible after the execution of this Agreement. Perform and pay for the renovation and extension of the shared chimney. The 1322 Owner shall pay for inspections of such work by an inspector selected and hired by the 1320 Owner (max. \$250/ inspection). Once the construction on the shared chimney is complete, the 1322 Owner shall cause the chimney to be inspected by an independent inspector and test the chimney’s functionality, pay for the

inspection and report, and provide the report to the 1320 Owner. Additionally, the 1322 Owner shall pay for a gas chimney liner that the 1320 Owner will install after the inspection is complete. The cost of the liner and installation is estimated to be \$1,000.

- i. Not damage, compromise or load any walls which are shared by the 1320 Property and the 3122 Property.
- k. Not allow work to be done other than between the hours of 7 am. and 5 pm, and shall not allow work to be done on weekends and federal and local holidays.
- j. Keep the alleyway clear of building material, debris, trash or other such items; not allow such material, debris, trash or rodents to be placed upon or infest the 1320 Property.
- k. Not alter or damage the shared fence in any way and shall install a construction fence behind the shared fence before any construction commences on the 1322 Property, and take such other action as may be necessary so that the dogs owned by the 1320 Owner shall not leave the rear yard of the 1320 Property.
- l. Cause all Special Inspections to be conducted and provide reports and finding to the 1320 Owner immediately upon receipt.
- m. Install monitoring to make certain that there is no movement or damage to the 1320 Property, and provide the 1320 Owner with copies thereof immediately upon receipt.
- n. Except as provided in the Underpinning Agreement and in order to remedy or protect the 1320 Property from harm, not enter into or upon the 1320 Property without the prior written consent of the 1320 Owner.
- o. Design the Parking Area with the size of spaces documented.
- p. Meet required Pervious Surface Requirements for an RF-1 zone, for a lot greater than 2,000 sq. ft. 1320 Owner does not agree that the calculations shown on sheet 00-1 are correct.

4. **Letter to BZA.** Upon receipt of the Consideration set forth in paragraph 1 above, and in consideration of the agreements and undertakings of the 1322 Owner and Mr. Zare as set forth in this Agreement, the 1320 Owner shall execute and deliver to the 1322 Owner the letter which is **Exhibit 'B'** hereto.

5. **Protection of Property.** The 1322 Owner shall take all necessary action to protect and prevent damage to or interference with the 1320 Owner's property and the use and enjoyment of the 1320 Property, and shall promptly and fully repair or replace any such damage to the 1320 Property. Further, the 1322 Owner shall work in good faith to resolve any issues that arise during construction to the mutual satisfaction of the Parties. The 1322 Owner shall take all actions necessary to prevent dust and other construction debris from entering onto or into the 1320 Property. The 1322 Owner shall maintain its construction site so that it is free from unsightly debris, trash and rodents. The 1322 Owner shall maintain and cause its contractor to maintain insurance adequate to compensate the 1320 Owner for any damage or loss of use to the 1320 Owner's property, both real and personal, and shall cause the 1320 Owner to be named as an additional insured on all such policies and provide certificates of insurance to the 1320 Owner.

6. **Underpinning Agreement.** As a condition subsequent hereto, the parties shall enter into the Underpinning Agreement, which is **Exhibit 'C'** hereto, upon receipt by the 1320 Owner of a notice, pursuant to §§ 33071 *et seq.* of the D.C. Building Code, from the 1322 Owner that it intends to commence with the underpinning work on the 1320 Property, which notice shall be given within thirty (30) days of the commencement of such work. The Underpinning Agreement shall incorporate the terms and condition of this Agreement by reference.

7. **Injunction.** In the event of a breach or violation of the terms of this Agreement or the Underpinning Agreement by the 1322 Owner which is not cured within three (3) business days from the receipt of a notice of violation or breach (which may be sent by email), the 1320 Owner shall have the right to enforce this Agreement by an injunction action, including mandatory relief, in the Superior Court of the District of Columbia, and such injunction shall issue without the need to show irreparable harm or the posting of a bond. The foregoing notwithstanding, no notice shall be required if the violation or breach is of the provision of section 3. k above.

8. **Sale or Assignment of the 1322 Property.** The 1322 Owner shall cause this Agreement to be binding upon any transferee, successor or assignee of the 1322 Owner's ownership, majority interest in or control of 1322 Randolph St NW LLC or of the 1322 Property. In the event of a violation of this provision, Mr. Zare shall be liable for compliance with and for any damages, loss or harm suffered by the 1320 Owner caused by a breach of, or failure to comply with, this Agreement.

9. **Authority and Voluntary Consent.** This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. Each of the Parties acknowledges that it, he or she: (a) has read this Agreement; (b) understands the terms and consequences of this Agreement and of the Agreements it contains; and (c) is aware of the legal and binding effect of this Agreement. The Owners and Mr. Zare further acknowledges that they have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel.

10. **General Terms.**

- a. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement and this Agreement shall be construed as if such invalid or unenforceable provision were omitted. The Parties having participated actively in the negotiation in this Agreement, the terms of this Agreement shall not be construed against, or more favorably toward, any Party, regardless of their responsibility for its preparation
- b. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the specific issues addressed in this Agreement and supersedes any and all prior agreements and understandings relating to such issues. The foregoing notwithstanding, by entering into this Agreement the 1320 Owner is not and shall not be deemed to have waived or released her right to raise any objection or assert and rights with respect to any designs, construction or other actions which may violate applicable laws and regulations with regard to the redevelopment of the 1322 Property.
- c. **Amendment – Waiver.** No modification of this Agreement shall be valid unless such modification is in writing and signed by all of the Parties to this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom it is charged.
- d. **Warranty of Authority.** Each person executing this Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the Party for which he or she is acting and that said Party will thereby be fully bound by the terms of this Agreement.

- e. **Covenant of Further Assurances.** Each Party agrees from time to time and at any time hereafter, to take such actions, and to execute such documents, as may be reasonably required or appropriate to carry out the terms of this Agreement. All such further actions and documents will be taken or delivered at no additional consideration other than reimbursement of any expenses reasonably incurred by the Party providing such further documents or performing such further acts, by the Party at whose request such documents were delivered or acts performed.
 - f. **Survival.** It is the Parties' express intention that all terms, conditions, covenants, and obligations set forth herein shall survive the delivery of the consideration and any termination.
 - g. **Further Actions.** The Parties agree to execute and deliver any and all additional documents and to take such further actions as shall be reasonably necessary to carry out this Agreement.
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- 11. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns, attorneys, executors, and administrators.
 - 12. **Governing Law; Litigation.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, exclusive of reference to its rules and principles of conflicts of law. The Parties hereby irrevocably waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in said District. In the event that litigation results from or arises out of this Agreement or the performance thereof, the non-prevailing party hereby agrees to reimburse the prevailing party's reasonable attorneys' fees, court costs, and other out-of-pocket expenses of litigation, whether or not taxable by the court as costs.
 - 13. **Construction.** This Agreement shall be construed without regard to any presumption or any other rule requiring construction against the Party who caused it to have been drafted. For purposes of interpreting this Agreement, the singular shall include the plural and vice versa.
 - 14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Documents obtained via facsimile machines, or electronic mail, PDF, JPG or electric signature, including all signatures therein contained, shall be deemed originals for all purposes hereunder.
 - 15. **Time is of the Essence.** The Parties acknowledge that **TIME IS OF THE ESSENCE** with respect to the time for performance of the terms and provisions of this Agreement.

16. **Nature of Agreement.** This Agreement shall become effective and binding only upon its execution and delivery by all of the Parties hereto. In the event that the Application is denied by BZA and the 1322 Owner changes its plans and seeks a new Application, such Application shall comply with the requirements of this Agreement, except that if there is no work on the chimney or a change in the rear stairs, then the Parties shall address those issues in compliance with the restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

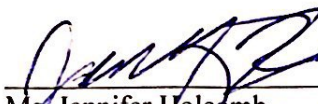
1322 Randolph St NW LLC

By: Owner

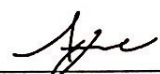
Name: Amir Zare

Title: _____

Date: 10/10/2018



Ms. Jennifer Holcomb
Date: 10/13/2018



Mr. Amir Zare
Date: 10/10/2018

Exhibit A = "the plans"

Exhibit B = "the letter"

Exhibit C = "the underpinning agreement"

Exhibit "A"

UNDERPINNING AND ACCESS AGREEMENT

THIS UNDERPINNING AND ACCESS AGREEMENT (" Underpinning Agreement") is entered into as of this _____ day of _____, 2018, by and between (a) 1322 Randolph St NW LLC, the owner of the property located at 1322 Randolph St NW, Washington, DC 20011 (the "1322 Owner") (b) Mr. Amir Zare, the owner and manager of the 1322 Owner ("Mr. Zare"), and (c) and Ms. Jennifer Holcomb, the owner of the property located at 1320 Randolph Street, NW, Washington DC 20011 (the "1320 Owner") (the Owners and Mr. Zare are collectively referred to as the "Parties") and shall be effective as of the date that this Agreement is executed by all of the Parties.

WITNESSETH:

WHEREAS, the Parties entered into that certain Agreement dated _____ 2018, the terms of which are incorporated by reference as though fully set forth herein. If not defined herein, any terms shall have the meaning set forth in the foregoing Agreement.

WHEREAS, the 1322 Owner intends to underpin the party wall shared by the 1322 Owner's and the 1320 Owner's properties (the "Party Wall"[correct to "Lot Line Wall" if applicable]) in connection with the redevelopment of the 1322 Property (the "New Improvements");

WHEREAS, on _____ and pursuant to §§ 33071 *et seq.* of the D.C. Building Code, the 1322 Owner served notice on the 1320 Owner of 1322 Owner's intent to commence with the underpinning work not less than thirty (30) days from the delivery of such notice;

WHEREAS, the Parties desire to set forth their agreement with respect to certain underpinning and related work and access all as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The 1320 Owner hereby grants to 1322 Owner and/or its contractors, agents and employees, a license to enter upon the 1320 Property, (a) to perform, and 1322 Owner hereby covenants and agrees to perform, all work necessary to preserve, protect and prevent any damage to the 1320 Property arising out of the New Improvement work on the 1322 Property, including without limitation, monitoring and surveying the conditions of the 1320 Property and taking temporary measures and/or installing temporary and/or permanent protective materials to preserve and protect the 1320 Property from damage or injury, all as further may also be further provided herein and (b) to install underpinning on, in or under the 1320 Property (collectively the "Work").

2. The 1322 Owner agrees to perform all of the Work in and about the 1320 Property in a safe and workmanlike manner, in accordance with the standards of the trade and in full compliance with all applicable governmental laws and regulations. The 1322 Owner shall be obligated to obtain, at its sole cost and expense, all necessary permits in connection with the Work, including without limitation the demolition work and the installation of any underpinning (collectively the "Permit").

3. Subject to the terms of Paragraph 1, the parties agree that the 1322 Owner is hereby granted the right to enter the 1320 Property in order to monitor and survey the condition of the 1320 Property and improvements thereon before, during and after the Work and construction is complete, and up until two (2) months following substantial completion of the New Improvements, in order to evaluate and record the condition of the 1320 Property, monitor said property and to determine whether damage has been caused by the Work. Such surveying and monitoring may include, among other things, videotaping and photographing portions of the 1320 Property from outside the improvements thereon. The 1322 Owner shall provide updates thereto to 1320 Owner as is reasonably necessary during the time that the Work is being performed to advise the 1320 Owner as to the progress of the Work, the condition of the 1320 Property and other related matters.

4. The 1322 Owner shall and does hereby indemnify and hold harmless 1320 Owner from any and all liabilities, damages, claims, causes of action, awards and penalties, costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees) for physical damage to the 1320 Property or any part thereof (including any movement or settlement thereof), loss of use of the 1320 Property or any part thereof for any period of time, injury to or death of persons to the extent related to the performance of the Work, and/or physical damage to any personal property on the 1320 Property arising out of the Work hereunder. This indemnification obligation is given in addition to other remedies available to 1320 Owner at law. Without limiting the generality of the foregoing indemnification, 1322 Owner agrees to cause its contractor to maintain at all times worker's compensation insurance in an amount not less than the statutory limits and general liability covering its activities with respect to Work contemplated by this Underpinning Agreement in an amount with limits not less than \$1,000,000.00 per occurrence/\$1,000,000.00 aggregate. The 1320 Owner shall be named as additional insured on all such policies of the insurance. Such insurance shall be occurrence-based and shall be maintained in force for the benefit of 1322 Owner and 1320 Owner with respect to the Work until the expiration of six months following the completion of the Work and the final completion of the New Improvements. Such insurance shall be primary and non-contributory as to coverage claims arising out of or resulting from the Work. Copies of certificates of insurance shall be provided to the 1320 Owner prior to commencement of the Work. The 1322 Owner shall notify 1320 Owner within 30 days after the date of any policy renewals and no material changes in the insurance provided herein shall be made without prompt written notice to the 1320 Owner.

5. The 1322 Owner further agrees to: (a) require its contractors and subcontractors to commence promptly and diligently pursue to completion of the Work and minimize the inconvenience and/or disturbance to the 1320 Owner; and (b) restore as promptly as possible

the 1320 Property, and all approaches thereto to the condition they were in (or better) immediately prior to the New Improvements construction activities on the 1322 Property.

6. This Underpinning Agreement shall be governed by, construed and enforced according to the laws of the District of Columbia. This Underpinning Agreement was negotiated between the Parties and shall be construed without regard to any presumption or other rule requiring construction against the party causing the agreement to be drafted. With respect to any actions arising under this Underpinning Agreement, each of the 1322 Owner and the 1320 Owner, on behalf of itself and its successors and assigns, hereby mutually waives the right to request a trial by jury in any action or proceeding arising out of this Underpinning Agreement or otherwise involving, arising out of or related to the Work.

7. All notices shall be given in writing and delivered either by personal messenger, or by electronic mail to the addresses below. Notices to the parties shall effective on delivery and shall be delivered to the following addresses:

(a) 1320 Owner: Jennifer Holcomb <jenniferholcomb1@gmail.com>

(b) 1322 Owner: [insert]

The parties hereto shall be responsible for notifying each other of any change of address.

8. The recitals set forth at the beginning of this Underpinning Agreement are incorporated herein by this reference and deemed a substantive part hereof. Each party hereto represents and warrants to the other party that the factual statements made by such party in the Recitals are true and correct as of the date hereof.

9. Each party hereto represents, warrants and covenants to the other party that the person(s) signing this Underpinning Agreement on behalf of each party have full power and authority to enter into this Underpinning Agreement and to perform its obligations hereunder.

10. The terms, conditions and provisions of this Underpinning Agreement shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. Sale or Assignment of the 1322 Property. The 1322 Owner shall cause this Underpinning Agreement to be binding upon any transferee, successor or assignee of the 1322 Owner's ownership, majority interest in or control of 1322 Randolph St NW LLC or of the 1322 Property. In the event of a violation of this provision, Mr. Zare shall be liable for compliance with and for any damages, loss or harm suffered by the 1320 Owner caused by a breach of, or failure to comply with, this Underpinning Agreement.

12. Notwithstanding any other provision in this Underpinning Agreement to the contrary, Paragraph 2 of this Underpinning Agreement shall terminate upon six (6) months following substantial completion of the New Improvements.

13. If either party brings suit or any other action to enforce this Underpinning Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, and costs of enforcement.

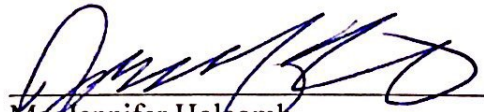
14. The provisions of this Underpinning Agreement are severable and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions. Modifications, waivers and consents regarding this Underpinning Agreement shall only be binding if in writing and signed by the party against whom such modification, waiver or consent is sought to be enforced.

15. This Underpinning Agreement may be executed in one or more counterparts, by original or facsimile signature, and when executed by all parties shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Underpinning Agreement as their own free act and deed effective as of the date and year first hereinabove written.

1322 Randolph St NW LLC

By: _____
Name: _____
Title: _____
Date: _____



Ms. Jennifer Holcomb
Date: 10/13/18

Mr. Amir Zare
Date: _____

October 12, 2018

via IZIS

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

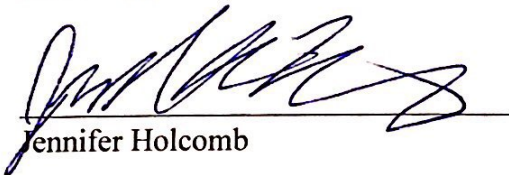
Re: BZA Application of 1322 Randolph ST NW LLC – 1322 Randolph St., NW

Dear Members of the Board,

My name is Jennifer Holcomb. I am the owner of 1320 Randolph St., N.W., Washington, DC, which is located next door to 1322 Randolph St. I am writing to give my support for the Applicant's request for special exception relief. The Applicant has met with me and I understand that he is requesting relief to construct a third story and a three-story rear addition on the house. The Applicant has entered into a written agreement with me that will protect my home and address the scope and details of the renovation project, including addressing the impact on my existing solar panels. As the next-door neighbor, based on that agreement, I am in support of the Applicant's renovation project and can say that it will not negatively impact the privacy of my home or the character of the neighborhood.

Thank you for your time and consideration.

Sincerely,


Jennifer Holcomb