

The purpose of this letter is twofold. First to show, with evidence attached, that Part 4 of the Cooperative Agreement (Cleanliness/Exhibit 1) signed between the developers of 1319 South Capitol St SW and the ANC6D was never enforced despite four years of continual efforts from the adjoining neighbors to do so (Exhibit 2). Second, the Applicant has not coordinated with the neighboring residents, nor has continued to do so in order to minimize adverse impacts on adjacent properties, as stated in the application 20-18 filed with the Zoning Commission (Exhibit 3). In fact, the evidence will show that from the beginning of this process in 2016 and after the alley closure was approved on November 9, 2018 (Square 653-S.O. 15-26384) and the Neighbor Agreement signed (October of 2017), that Commissioner Rhonda Hamilton of ANC6D06, the Southwest Neighborhood Association (SWNA) and the developers (Fortis, 1319 South Capitol Associates LLC and Jefferson Apartment Group) worked together against the established interests of the adjacent property owners in order to fulfill their own goals, desires and profits.

First and foremost, Rhonda Hamilton was well aware before the historic landmark nomination, Case 17-11, was filed that this was contrary to the wishes of every single property owner (Exhibit 4). It was expressed to Ms. Hamilton that the adjacent property owners (Greg Keagle, Sheila Samaddar and the Lam Family) favored selling, trading properties, developing one building, or acquiring space in the proposed development (Exhibit 5). The property owners were also happy staying and developing their own properties, but would never support the Zoning efforts of the proposed development because of the extreme height directly behind their properties (Exhibit 6). The adjacent neighbors denied signing an agreement in 2016 with Altus (Exhibit 7) supporting Zoning. Over one year later, despite continual efforts from 1319 South Capitol Associates LLC (Second Ownership Group) to include support for Zoning in the signed Neighbor Agreement (October of 2017), Zoning support was not included (Exhibit 8).

SWNA asserts that Rhonda Hamilton was in full control in pursuing the landmark nomination filed by SWNA (Exhibit 9), while Rhonda Hamilton claimed to the adjacent property owners that SWNA was the organization making the decisions. Rhonda claimed SWNA only wanted to “preserve the face of the homes on N St & one of the homes on South Cap (Exhibit 10).” During this same period of time, SWNA was telling the property owners they were unable to withdraw the nomination due to support from stakeholders in the “wider community” and continued to do so until SWNA finally withdrew the nomination (Exhibit 11).

On July 16, 2018, Meredith Fascett (ANC6D Chair) flagged Commissioner Charles Allen (Ward 6) with her concerns pertaining to this historic issue. She wrote in an email, “Rhonda views it as a tool to ensure economic diversity and wants to prevent homeowners from selling to developers who could build high rises (Exhibit 12).” Unfortunately Ms. Fascett was never part of these discussions with the adjacent property owners. Gail Fast, our current Chair was involved in 2017, before taking the seat as ANC6D commissioner and also played a role as mediator in negotiations during her tenure as the Chair of ANC6D, for which she currently sits. Fredrica Kramer also played an integral role in negotiations that consistently took place without the adjacent property owners and in complete opposition to the adjacent owners’ interests, years before elected as ANC6D05 Commissioner and continuing during her role as commissioner. The adjacent property owners realized that they were not being heard and were subsequently being misinformed on a multitude of issues. It was discovered that Rhonda Hamilton,

Fredrica Kramer and Gail Fast all coincidentally serve on the board of the Near SESW Community Benefits Coordinating Council (Exhibit 13) and did at that time as well. Because of these apparent conflicts of interests and the atmosphere of misinformation, the adjacent owners were forced to ask for the assistance of Judicial Watch and Michael Bekesha in the Freedom of Information Act submission with matters relating to the landmark nomination and properties. Many of the exhibits presented here come from these FOIA's.

The historic landmark nomination was filed on April 11, 2017 and was withdrawn by SWNA on April 30, 2020, three weeks before the Jefferson Apartment Group (Third Ownership Group) purchased 1319 South Capitol St SW. During those three years, Stan Marks (1319 South Capitol Associates LLC) made it very clear that until the alley closure was approved and the historic issue resolved, the developers were "not doing anything further re plans, etc" and to "just sit & be patient (Exhibit 14)." In addition it was expressed that if the property owners were successful in defeating the historic nomination than we would have our "choice" of what we want to do (Exhibit 14). All options were (allegedly) on the table if successful against the nomination.

The only parties in this process who have compromised, worked together and acted in a forthright manner are the adjacent property owners (Gregory Keagle, Sheila Samaddar and Jason Lam). The adjacent property owners went from a simple preagreed upon Neighbor Agreement with the developers (Exhibit 15), to an extensive agreement that allowed for crane rights, which were originally opposed (Exhibit 16). The lack of integrity does not end with simply leaving out adjacent property owners in discussions between Rhonda Hamilton, SWNA and the developers. The landmark nomination was amended by SWNA in October of 2019, to exclude the houses on N St SW (Exhibit 17). Shortly after the developer's attorney (1319 South Capitol Associates LLC), who is also currently the attorney for the Jefferson Apartment Group, asked SWNA to revise the nomination again in order to include the Lam's two homes on N St SW. It was SWNA's opinion that this was "presumably" meant as "leverage" similar to what SWNA was attempting to create on the adjacent property owners. The developers did "not want something taller being built up against their property if that corner is redeveloped (Exhibit 18)." This entire scenario is clearly not considered working with the adjacent property owners.

As shown in the shadow study commissioned by the adjacent property owners and done by Studio 3877, the shadowing effects of 1319 South Capitol St SW on the adjacent properties has adverse impacts on the property owners' ability to have solar energy in the future, sufficient light for health purposes and also green space (Exhibit 19). It seems contradictory that the developers would design their "building configuration to maximize views, light and air to" their units (Exhibit 20), while blocking the large majority of sunlight from reaching the adjacent properties from noon until sunset. The building was not "thoughtfully planned with...the long time surrounding residents and structures in mind (Exhibit 20)." This has been a process where the only parties whose interests have been integrated into the proposed development are SWNA, Rhonda Hamilton, Fredrica Kramer and the developers.

Attached are a chronological order of pictures and videos that represent the fact that the property 1319 South Capitol St SW has never been kept to the standards agreed upon in the Cooperative Agreement. During this process, the adjacent property owners shoveled the developers sidewalks free of snow,

cleaned up their trash, orchestrated tree removal and attempted to secure their properties all at no charge (Exhibit 21). Even as recent as October 16, 2020, Greg Van Wie of the Jefferson Apartment Group admitted they “obviously spent a lot of time discussing the project with SWNA and the ANC... but that should not have been to the exclusion of your participation (Exhibit 22).” To approve this design would be rewarding the wrong parties and excluding the long term residents of their clear rights.

Thank you for your time and consideration on this matter.

Gregory Keagle

Sheila Samaddar

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made as of June __, 2016, by and between 1319 South Capitol Associates, LLC ("1319 South Capitol", a District of Columbia limited liability company) and its lawful successors and assigns and the Advisory Neighborhood Commission 6D ("ANC 6D), on behalf of the residents of ANC 6D.

RECITALS

WHEREAS, Altus Realty Partners, LLC, a predecessor in interest to 1319 South Capitol, submitted an application on or around February 13, 2015, to Office of the Surveyor for the District of Columbia ("Office of the Surveyor") requesting the closure of a portion of a public alley system ("Alley" or "Alley to be Closed") in accordance with the Street and Alley Closing and Acquisition Procedures Act (D.C. Law 4-201; D.C. Official Code § 9-202.01 *et seq.*) ("Alley Closing Act"), such application being known as S.O. 15-26384. (the "Application").

WHEREAS, 1319 South Capitol owns all of the property abutting the Alley to be Closed (i.e., Lots 14, 54, 70 and 810 in Square 453) ("Abutting Properties").

WHEREAS, 1319 South Capitol has requested ANC 6D's support for the Application.

WHEREAS, as a condition of ANC 6D's support for the Application, ANC 6D has requested certain agreements from 1319 South Capitol.

WHEREAS, 1319 South Capitol has agreed to enter into this agreement, contingent upon the D.C. Council authorizing the closing of the Alley and the Alley is officially closed by virtue of the recordation of an alley closing plat in the records of the Office of the Surveyor.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, including ANC 6D's support for the Application, the receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The Recitals are incorporated by reference as though fully set forth herein.

2. **Alley Rededication.** 1319 South Capitol agrees to amend the Application to include the establishment by easement of a surface alley in the exact location of the Alley to be Closed upon completion of construction.

- a. **Modification to the Application.** 1319 South Capitol shall file a modification to the Application requesting that the Application include the establishment by easement of a surface alley in the

exact location of the Alley to be Closed (“Modification”). As part of the Modification, 1319 South Capitol will identify the easement as a surface easement which has a clear height of 16-feet above the surface of the alley easement (“Alley Easement”). No improvements shall be permitted within the Alley Easement, except as otherwise permitted in public space. Improvements are specifically permitted below and above the Alley Easement. 1319 South Capitol shall file the Modification within 30 days following ANC 6D’s vote in support of the Application (the “Amended Application”). 1319 South Capitol shall provide to ANC 6D a copy of the revised draft plat prepared by the Office of the Surveyor showing the Alley Easement (“Revised Alley Closing Plat”).

- b. **Alley Closing Legislation.** The Amended Application will be processed in accordance with the Alley Closing Act. This process requires legislation to be approved by the D.C. Council. In order to ensure that this commitment can be enforced, 1319 South Capitol shall request the Council to include a condition in the legislation approving the Amended Application that requires 1319 South Capitol to create and maintain the Alley Easement shown on the Revised Alley Closing Plat. 1319 South Capitol agrees to request that the following language be included in the legislation approved pursuant to the Alley Closing Act:

The closing of this public alley in section __ of this act is contingent upon the recordation of a covenant establishing new portions of the alley system by easement as shown on the Surveyor’s plat in S.O. 15-26384, and agreeing to maintain such new portions of the alley system established by easement.

- c. **Alley Closing Covenant.** If the D.C. Council authorizes the closing of the Alley and 1319 chooses to move forward with the closing of the Alley, 1319 South Capitol shall record a covenant in the land records for the District of Columbia (the “Land Records”) as required by legislation approving the Amended Application (the “Alley Closing Covenant”). The Alley Closing Covenant shall identify the Alley Easement and provide that such Alley Easement shall become available to the public upon completion of the construction of the project enabled by the Amended Application. Following recordation of the Alley Closing Covenant in the Land Records, the Revised Alley Closing Plat will be recorded in the records of the Office of the Surveyor.

3. **Alley Use - Preconstruction.** 1319 South Capitol will ensure that Alley to be Closed shall remain free for public use until the start of construction.

4. **Cleanliness.** Prior to the commencement of construction, 1319 South Capitol shall maintain or cause its tenant(s) to maintain the Abutting Properties in a clean and workmanlike manner. Such maintenance shall include the provision of trash receptacles, which shall be emptied regularly. 1319 South Capitol shall also maintain the existing fence and trees so as not to encroach in the existing public alley.

5. **Alley Safety – Post-Construction.** In order to promote a safe and secure environment within the Alley Easement, 1319 South Capitol shall install a camera monitoring system or similar security system (“Security Camera”) on private property abutting or near the Alley Easement upon completion of construction of the new building on the Abutting Properties. The Security Camera shall be used exclusively by 1319 South Capitol to monitor, in its sole discretion, activity in the Alley Easement, with no requirement for establishment of a formal monitoring program. 1319 South Capitol shall have no obligation to provide access for any other person or entity to the Security Camera or to information obtained from the Security Camera.

6. **Alley Art.** Subject to approval by the Zoning Commission for the District of Columbia and other required District agency, including but not limited to the District of Columbia Public Space Committee, 1319 South Capitol shall install a mural or other decorative scheme along both north and south bounding walls of the Alley Easement up to a height of ten (10) feet. 1319 South Capitol will consult with ANC 6D and the neighbors in Square 653 in terms of the design of the alley art and give reasonable consideration to comments that are timely-received from ANC 6D and/or the neighbors in Square 653.

7. **Agreement.** This Agreement is contingent upon the D.C. Council authorizing the closing of the Alley in accordance with the Alley Closing Act and the Alley is officially closed by virtue of the recordation of an alley closing plat in the records of the Office of the Surveyor.

8. **Authority to Execute.** Each of the parties executing this Agreement represents and warrants to each of the other parties hereto that: (i) it has the full power and authority to enter into this Agreement and to consummate the transaction described herein without obtaining any further approvals or consents, and (ii) the entering into of the Agreement will not constitute or result in a violation or breach by any such party of any judgment, order, writ, injunction or decree issued against or imposed upon it or any agreement to which it is a party or by which it is bound.

[SIGNATURES FOLLOW]

Advisory Neighborhood Commission 6D

1319 SOUTH CAPITOL ASSOCIATES, LLC,
a District of Columbia Limited Liability
Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Authorized Signatory

public upon completion of the construction of the project enabled by the Amended Application. Following recordation of the Alley Closing Covenant in the Land Records, the Revised Alley Closing Plat will be recorded in the records of the Office of the Surveyor.

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6. Alley Art. Subject to approval by the Zoning Commission for the District of Columbia and other

Cochran, Patricia (DCOZ)

From: Greg Keagle <gregkeagle@yahoo.com>
Sent: Wednesday, October 21, 2020 9:23 PM
To: DCOZ - ZC Submissions (DCOZ)
Subject: Fw: Exhibit 2A "ZC Case 20-18"
Attachments: IMG_3209.JPG; IMG_3208.JPG; IMG_3206.JPG

CAUTION: This email originated from outside of the DC Government. Do not click on links or open attachments unless you recognize the sender and know that the content is safe. If you believe that this email is suspicious, please forward to phishing@dc.gov for additional analysis by OCTO Security Operations Center (SOC).

----- Forwarded Message -----

From: Greg Keagle <gregkeagle@yahoo.com>
To: Greg Keagle <gregkeagle@yahoo.com>
Sent: Wednesday, October 21, 2020, 12:06:36 PM EDT
Subject: Exhibit 2A

----- Forwarded Message -----

From: Greg Keagle <gregkeagle@yahoo.com>
To: Greg Keagle <gregkeagle@yahoo.com>
Sent: Sunday, October 18, 2020, 07:44:52 AM EDT
Subject: Fw: Still and I'm 6'2"

----- Forwarded Message -----

From: Greg Keagle <gregkeagle@yahoo.com>
To: Charlie Kehler <ckehler@altusre.com>; "smarks@ronaldpaulcos.com" <smarks@ronaldpaulcos.com>
Sent: Monday, June 26, 2017, 11:41:17 AM EDT
Subject: Still and I'm 6'2"

This is honest talk. You get upset at us for not being so eager to grant you permission to do what you feel you need to, in order to build efficiently, but look at this mess.
Sent from my iPhone







A white diamond-shaped sign with a red border. It features a red circle with a diagonal slash over a black letter 'P'. Below the symbol, the words "NO PARKING" are written in black capital letters. A red arrow on the sign points towards the right.



only impediment. All other stakeholders are onboard with us. Have a good weekend. Thx

----- Original message -----

From: Greg Keagle <gregkeagle@yahoo.com>

Date: 2/1/19 8:51 PM (GMT-05:00)

To: George Chopivsky

<george@fortiscompanies.com>

Subject: Re: Old SW Historic Preservation update and other tidbits

I guess your right but it must be a major sign that you'll be forging an agreement now soon with swna and Rhonda, I hope. All sucks here. A nasty parking lot, squatters, litterbugs, drug addicts, filthy construction workers, messy game day customers. It basically has the feeling of living in the entrance to a landfill that was abandoned but reclaimed by zombies who park lots of cars. Can't suck more living here so I hope this is a major sign.

Cochran, Patricia (DCOZ)

From: Greg Keagle <gregkeagle@yahoo.com>
Sent: Wednesday, October 21, 2020 9:05 PM
To: DCOZ - ZC Submissions (DCOZ)
Subject: Fw: Exhibit 2C "ZC Case 20-18"

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From: Greg Keagle <gregkeagle@yahoo.com>
To: Greg Keagle <gregkeagle@yahoo.com>
Sent: Wednesday, October 21, 2020, 07:57:00 PM EDT
Subject: Exhibit 2C

----- Forwarded Message -----

From: Greg Keagle <gregkeagle@yahoo.com>
To: Greg Keagle <gregkeagle@yahoo.com>
Sent: Wednesday, October 21, 2020, 12:16:51 PM EDT
Subject: Exhibit 2C

----- Forwarded Message -----

From: Greg Keagle <gregkeagle@yahoo.com>
To: Rhonda Hamilton <misrhonda@yahoo.com>; "jason.cclam@gmail.com" <jason.cclam@gmail.com>
Cc: Meredith Fascett <meredith.fascett@gmail.com>; Andy Litsky <alitsky@aol.com>
Sent: Thursday, December 27, 2018, 02:44:32 PM EST
Subject: Re:

Just an update if anybody was wondering. 6a N St is occupied by a squatter who clams rights. I've been in the house and after Christmas. I don't know the law, but those houses have never been properly secured, so I don't consider her to have broken in. 6 N St also is occupied, although I was not inside. The fireplace is being used as well, I don't think that has been inspected in 100 years. The entire lots of 1319 south Capitol and the row homes are still disgusting. From what I hear, the developers are paid 10 grand a month rent and receive bonuses because the parking is so profitable. Every other lot around this area is paved and lined and clean, they also send security in cars to check on the lots throughout the day and night. Atlantic has one guy collect money from 430am to 630am, Monday - Saturday and four hours during a stadium event. They use all the land, even the backyards. Bonuses but no cleaning, very respectful, very professional. Think if directly behind your backyard had 100 cars parking at 430am and over 1/2 million in revenue and they do no security and no cleaning. Take a look. This has been over two years and they've been told. We've done everything we can to alert the developers and the city and they've been told, but they do nothing except receive rent and bonuses. They will pretend as though they made efforts, but securing simple row homes is

not a difficult task and cleaning is as simple as paying money. Also a very disappointing piece of information, my old neighbor Daniel at 1309 South Capitol was slapped with a vacant tax which resulted in him needing to sell. His taxes were around \$16,000. The taxes on 1309 now I believe are around \$1,700 a year. There are so many things going on that are just plain wrong. This has lowed my standard of living and also they are attempting to devalue my property through intentional neglect. To not see it that way, is to put your head in the sand. I have pictures and videos for years with emails and texts alerting the developers on a consistent basis. Yeah they've given us a neighbor agreement, but only after enormous pressure from our anc, the city and Rhonda Hamilton. Even then it took months and months of drafts and steady support from Rhonda.

Sincerely

Greg Keagle
1311 South Capitol St SW

On Friday, December 21, 2018, 10:11:03 PM EST, <jason.cclam@gmail.com> wrote:

Thank you Rhonda for addressing to my concerns. I hope there will be a change soon. I will keep you updated over the holidays. Greg is also out here keeping his eyes and ears for the corner. A lot of effort was contributed by him. We will do what we can as a member of the community, but we starting to believe our actions alone are not enough. If the community could stands together as one and impose stricter standards for those irresponsible owners, we believe we can restore the lot to the condition where it's acceptable for living and business. Thanks again for hearing our calling.

Best,

Jason

Sent from my iPhone

--_A60D1D6C-6A25-4B39-9CED-

The 1300 Block of South Capitol St. SW (including 1301, 1307, 1311 and 1313) and the first block of N St. SW (including 4A, 4B and 6A)

3/2/2017

Naomi Mitchell
Charles Allen

As residents of the District of Columbia and business owners, we have many concerns and issues regarding previous and current conditions as well as future development of our blocks. Since the start of the development of the Navy Yard neighborhood and SW Waterfront, we feel as though we have been disregarded, forgotten, unconsidered and/or ignored. There have been many implications and effects on our properties and our lives, without much consideration to any for us.

South Capitol Street is the major route the large trucks take in order to develop the area. Trucks drive North and Southbound with heavy loads. Throughout the day trucks park, idling on South Capitol St, which is a no parking anytime street. All our properties are over 100 years old. This matters because they are all brick frame buildings with soft mortar and brick. The constant building of high rises surrounding us, including Nationals Park and the rumbling and shaking of heavy trucks driving through the neighborhood, obviously has a deteriorating effect on structures. At a meeting regarding the DC United Stadium, it was stated by a person claiming professional knowledge that even the movement of the trucks causes the water lines below ground to shake, and built up contaminants are released into the water, causing unhealthy conditions. If this is the case, imagine the impact on the row homes after ten years of development surrounding us.

Littering and loitering are two major issues that have been completely ignored, and the residents and business owners of these two blocks are not the cause of these. As we are aware, loitering is legal, but on our block public intoxication, defecation, urination and littering, literally on our homes and property, is an effect of much of the loitering. With development comes more littering. There are three clean up companies, presumably funded by tax revenue. The SWBid, Capitol Riverfront and the Housing Authority have never cleaned on our blocks. The cleaning of this major

route is left to us, even after a game or concert. We find the lack of consideration and exclusion from the city's cleaning policy completely unfair and upsetting.

Not only do we deal massive amounts of litter on the sidewalks and doorsteps, but the entire vacant lot behind us and the lot south of our row homes on South Capitol, including 1317, 1315 and 1309, are treated as a dumping ground and have been for decades. The lots and homes are unsecure, littered with trash and create a dangerous environment for us personally and for the integrity of our buildings. Pipes have burst with water pouring out of buildings for days with no concern for the residents sharing a party wall. A building being vacant alone will affect the structure of an adjoined building negatively, especially when involving older properties.

Additionally, the developers of these vacant lots and row homes were granted permission from the ANC Ward 6 Representatives, to combine all their lots and put a tunnel through a public alley, thus increasing the size and scope of their intended building, but also increasing the value of their lots substantially. We were not opposed to this as long as we had a contract with the developers to extend an already existing ten foot easement behind the South Capitol row homes. The developers delayed the proposal of the contract until two days before our Ward 6 Representatives voted on the permission of the tunnel, when months were given to draw up a contract. In our opinion the contract was less than viable, which made it impossible for us to sign. No real attempt has been made to work with us. The attitude is that the developers have the right and power to do as they please.

The developers initially told the community the row homes would be saved for retail. Circumstances have changed upon the approval of the tunnel. The intention now is to demolish the row homes creating structural instability for the homes left behind. The engineering back in 1900 was to have these homes support each other as a group. Removing some effects the structure and stability of the ones that remain.

Unfortunately there are more grievances and given the opportunity to discuss our issues with the city, we would share. We believe we're powerless to defend ourselves and protect our best interests. We want to be able to thrive along with the city and the development. We need our city's protection and support in this process. We're a close, tight knit block, consisting of minority and women business owners and residents, who work hard to live in the city. Our power and rights in this process can only be protected through the people and public officials of our great city and so we are asking for help.

Sincerely,

Gregory Keagle 1311 South Capitol Street SW

Darin Weaver 6A N Street SW

Chun Lam 4A and 4B N Street SW

Sing Wai Lam 1301 and 1307 South Capitol St SW

Sheila Samaddar 1313 South Capitol St SW

the Project is within the 110-foot height limit, the 7.2 FAR limit and, at approximately 70% lot occupancy, is well below the 90% lot occupancy allowed in the CG-2 Zone District. The Building's proposed roof structure, including habitable space, is compliant with all zoning requirements relating to roof structures, including setbacks, heights and enclosures such that it, too, will be in harmony with the purpose and intent of the Zoning Regulations.

The Project's flexibility from the rear yard, setback and court requirements is what allows the Project to accommodate the available density within a building envelope that is deliberately crafted to fit on this site, in this specific neighborhood context. The Project's rear yard and court flexibility reflects a design that sites the Building appropriately in relation to the surrounding structures. While the Project will not provide the fully required rear yard, when considered with the rear landscaped courtyard, significant open space is provided at the rear of the Building. Moreover, the rear of the Property abuts Syphax Village's open yard and parking areas, resulting in ample open space behind the Project. The non-compliant court in the interior of the Property results from setting the Building back from the South Capitol-facing rowhouses while still providing the degree of housing that this site allows. Similarly, the Project's relief from the South Capitol setbacks for the balconies is carefully crafted to require the minimum flexibility required while still providing an architectural and functional enhancement to the Building additive to the Building's dynamic facades and not deleterious to the viewsheds along South Capitol. Accordingly, the rear yard, court and South Capitol setback flexibility will not tend to adversely affect the use of neighboring property and will be in harmony with the general purpose and intent of the Zoning Regulations and Zoning Maps.

2. The Proposed Building Will Not Affect Adversely the Use of Neighboring Property in Accordance with the Zoning Regulations and Zoning Map

The Project will maintain the scale and density of the surrounding buildings and will fit appropriately into that context. The property to the south of the Building – 1345 South Capitol Street, SW – was the subject of a Planned Unit Development under Z.C. Order No. 06-41 and is of a similar height and density to the Project. Immediately to the east across South Capitol is the Nationals Ballpark. To the northeast is another tall, mixed-use building, similar to those framing South Capitol Street to the north and south. To the west and immediate north are lower-scale residential, institutional, and commercial buildings. The Project is in keeping with the scale of density and height of the surrounding buildings along South Capitol Street and fits appropriately into that context.

The Applicant has coordinated with the neighboring residents and surrounding community and will continue to do so, ultimately thoughtfully designing the Building to minimize adverse impacts on adjacent properties and incorporating features of those properties to underscore the complementary nature of the structures. Similarly, the Building maintains open spaces around the rowhouses along South Capitol Street while honing a building form and materiality that integrates the Building into its immediately surrounding neighborhood. These features will combine to produce a development that will be an asset to the neighboring community.

VII. The Project Requests Flexibility from the Rear Yard, Court, and South Capitol Setback Requirements

The Applicant seeks flexibility pursuant to 11-X DCMR § 603.1 for the rear yard (under

NO SIM

9:14 PM



Pronda

Ok. Great let's meet in the SW Safeway & we can go across the street to the ANC office after everyone arrives. Thank you as well.

Thanks sounds good also trying to get everyone to meet with the historic person. Will text u back on that today

Apr 6, 2017, 10:34 AM

Ok. Thanks!

You can set a meeting up with historic people but it's just to get properly informed cause most are against it but yet none of us and we know it are not properly informed on what it entails. Everyone is willing to listen with an open mind but the opinion at this point is no. Want to be honest with you on that part

Apr 6, 2017, 8:29 PM

Ok. I understand. I talked with



Text Message



Florida

You can set a meeting up with historic people but it's just to get properly informed cause most are against it but yet none of us and we know it are not properly informed on what it entails. Everyone is willing to listen with an open mind but the opinion at this point is no. Want to be honest with you on that part

Apr 6, 2017, 8:29 PM

Ok. I understand. I talked with Jackie earlier. Thanks for being willing to listen. Stan wants to meet with all of us on the 13th or 14th. I will double check my schedule to make sure I don't have any conflicts for those days. Can you please find out if those dates work for everyone also?

No problem at all

I'll get back to you asap



▼ Hide original message

----- Forwarded Message -----

From: Greg Keagle <gregkeagle@yahoo.com>

To: Amy Stouffer <astouffer@dclawfirm.com>

Sent: Wednesday, April 26, 2017, 07:50:42 PM EDT

Subject: Re: 1311 - 1307 South Capitol Street

I've read through it quickly and the zoning aspect has to go. We already agreed to not be contractually obligated to support their zoning efforts.

Thanks

Greg

Sent from my iPhone

On Apr 26, 2017, at 4:42 PM, Amy Stouffer <astouffer@dclawfirm.com> wrote:

No SIM

6:32 PM



Florida

Hi Sheila

Aug 15, 2017, 8:55 PM

You're quite welcome!! We just finished mtg with D.C. United. They want to increase their construction hours. I am glad the historic is having an impact on them. Hopefully, it will push them to do right by you'll. Yeah. I see what you mean. You would be wedged between them. I wont say anything to Ryan. I was wondering if Sheila is thinking about selling.

Sheila in my opinion is gone, just waiting for historic to vanish and tunnel approval. My opinion only

Ok. Wow!

Aug 29, 2017, 5:23 AM

Here is the low down real quick. There are a couple issues, such as a cost limit on our engineer and a date of termination. We just want it,



Text Message



Rhonda

But they also know deep down we are right and them wrong..

Sep 1, 2017, 9:32 AM

Good morning. So true Greg. They are definitely wrong. I e-mailed Stan the other day because Ryan wants to meet about the nomination. He only wants to meet if they are willing to talk about preserving the facade & one home on South Cap.

Sep 1, 2017, 6:01 PM

Perfect..! They'll keep the facades. My only, not worry, but thought would be them trading me 1309 so I can be next to Jacky and if sheila sold. I don't want that to be the house they make the deal on but then that limits me to build with Jacky. If i trade.. just a thought. Maybe we can all talk to Ryan to see how best to preserve the look and feeling. If they are preserving the facades on N, does that mean jason

Text Message



No SIM

6:31 PM



Rhonda

facade & one home on South Cap.

Sep 1, 2017, 6:01 PM

Perfect..! They'll keep the facades. My only, not worry, but thought would be them trading me 1309 so I can be next to Jacky and if sheila sold. I don't want that to be the house they make the deal on but then that limits me to build with Jacky. If i trade.. just a thought. Maybe we can all talk to Ryan to see how best to preserve the look and feeling. If they are preserving the facades on N, does that mean jason will on ris?? That's cool but maybe we should talk? What do you think? Thanks as always. I'm sending you the latest draft. Just got it.. I have not edited yet or read. Thanks Rhonda

Sep 7, 2017, 7:58 AM

Good morning Greg. I think we should talk to Ryan this weekend if you all have time. Sorry for the delay in getting back to you. I been

NO SIM

6:30 PM



Monica

just getting back in town.

Sep 10, 2017, 5:27 PM

Sorry. I didn't have my phone on me. My sister just got back into town from overseas. I spent the day with her. I can talk with Ryan tomorrow or whenever is convenient

I will be at our anc meeting tomorrow

I don't mind sharing the possibility of the swap with him so he knows what be thought about but truly it depends if sheila sells. Their would be other stipulations with the trade but it isn't a possibility if a deal with sheila isn't struck. I don't care either way but it makes sense for all parties to come up with a trade if she does sell

ok. I didn't know you also have a sister. I'll see you tom.

EXHIBIT B

**WRITTEN SUPPORT STATEMENT FOR
ALLEY CLOSING APPLICATION**

Surveyor's Office File No. 15-26384

Closing of a portion of a public alley system in Square 653

We, the undersigned owners, pursuant to § 9-202.10 of the D.C. Official Code, do hereby support the application of Altus Realty Partners, LLC and/or 1319 South Capitol Associates, LLC, for the closing of a portion of the public alley system in Square 653, and under penalty of law, we represent by our signature that we are the owners of the property listed below.

Sheila Samaddar

1313 South Capitol Street, SW
Washington, DC
Lot 52, Square 653

Date: _____

Gregory Keagle

1311 South Capitol Street, SW
Washington, DC
Lot 69, Square 653

Date: _____

Chun-Chau Lam

4 and 4A N Street, SW
Washington, DC
Lots 65 and 66, Square 653

Date: _____

Shing Wai Lam

1301 and 1307 South Capitol Street, SW
Washington, DC
Lot 827, 829 and 830, Square 653

Date: _____

I certify that the above owner's name agrees with our records:

By:

Supervisor
Maps and Title Section
Office of Real Property Taxes
Department of Finance and Revenue

Date

ADJACENT PROPERTY OWNER AGREEMENT

This ADJACENT PROPERTY OWNER AGREEMENT (the "Agreement"), is made as of this ___ day of _____, 2016, by and among 1319 South Capitol Associates, LLC ("1319 South Capitol") and Gregory Keagle, Shing Wai Lam and Sheila Samaddar (collectively, the "South Capitol Neighbors"). 1319 South Capitol and the South Capitol Neighbors are collectively referred to as the "Parties."

RECITALS

A. 1319 South Capitol currently owns certain property in Square 653, including Lots 14, 15 53, 54, 60, 61, 62, 64, 810 and 811, and such other lots that may be acquired in Square 653 (the "Property").

B. Gregory Keagle owns certain real property located as 1311 South Capitol Street, SW and known as Lot 69 in Square 653.

C. Shing Wai Lam ("Lam") owns certain real property located at 1301 South Capitol Street, SW and known as Lots 829 and 830 in Square 653. Lam also owns certain real property located at 1307 South Capitol Street, SW and known as Lot 827 in Square 653 ("Lot 827").

D. Sheila Samaddar owns certain real property located at 1313 South Capitol Street, SW and known as Lot 52 in Square 653.

E. 1319 South Capitol intends to develop the Property and such development requires the closing of a portion of the public alley system in Square 653, currently pending in the Office of the Surveyor for the District of Columbia ("Office of the Surveyor") as S.O. 15-26384, as may be amended ("Alley Closing Application").

F. 1319 South Capitol and the South Capitol Neighbors seek to expand an existing access easement to provide for a continuous 12-foot wide access easement from the existing east-west alley from South Capitol Street as shown on the easement plan attached as Exhibit A ("Easement Plan").

In consideration of the foregoing and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, 1319 South Capitol and the South Capitol Neighbors agree as follows:

1. South Capitol Neighbors shall provide written support for the Alley Closing Application in a form substantially similar to that attached as Exhibit B
2. South Capitol Neighbors shall support any application to the Zoning Commission for the District of Columbia ("Zoning Commission") submitted by 1319 South Capitol, or its successors or assigns, for approval of a development project on the Property.

3. South Capitol Neighbors shall not object to an raze or demolition permit application submitted by 1319 South Capitol, or its successors or assigns, for improvements on the Property.
4. In consideration for the South Capitol Neighbors taking the actions set forth in Paragraphs 1 through 3 above and subject to the contingency set forth in Paragraph 6 below, 1319 South Capitol shall establish the following access easements on portions of the Property for the benefit of the Parties:
 - a. Easement 1: An access easement having an east-west width of 2 feet and north-south length of 74.41 feet (“Easement 1”), as shown on the Easement Plan. Easement 1 shall be created by an easement document prepared by 1319 South Capitol Street in its sole discretion and recorded in the land records for the District of Columbia (“Land Records”) at the sole cost and expense of 1319 South Capitol.
 - b. Easement 3: An access easement having an east-west width of 9 feet and north-south length of 13.84 feet (“Easement 3”), as shown on the Easement Plan. Easement 3 shall be created by an easement document prepared by 1319 South Capitol Street in its sole discretion and recorded in the Land Records at the sole cost and expense of 1319 South Capitol.
5. In consideration for 1319 South Capitol taking the actions set forth in Paragraph 4 above and subject to the contingency set forth in Paragraph 6 below, Lam shall establish an access easement on Lot 827 for the benefit of the Parties, such easement having a width of 3 feet for the length of the westernmost portion of Lot 827 (“Easement 2”), as shown on the Easement Plan. Easement 2 shall be created by an easement document prepared by 1319 South Capitol Street, which shall be reviewed and approved by Lam, such approval not to be unreasonably withheld, conditioned or delayed, and shall be executed by Lam within 30 days of receipt. The easement document creating Easement 2 shall be recorded in the Land Records at the sole cost and expense of 1319 South Capitol.
6. The obligations set forth in Paragraphs 4 and 5 are contingent upon the D.C. Council authorizing the closing of the portion of the alley identified in the Alley Closing Application and thereafter the alley being officially closed by virtue of the recordation of an alley closing plat in the records of the Office of the Surveyor.
7. No change or modification of this Agreement or any waiver of the provisions hereof shall be valid unless it is in writing and signed by the parties to be bound by the change or modification hereto.

[SIGNATURES FOLLOW]

1319 SOUTH CAPITOL ASSOCIATES, LLC, a
District of Columbia Limited Liability Company

By: _____
Name: _____
Title: Authorized Signatory

Date: _____, 2016

South Capitol Neighbors:

Sheila Samaddar

Date: _____

Gregory Keagle

Date: _____

Shing Wai Lam

Date: _____

ADJACENT PROPERTY OWNER AGREEMENT

THIS ADJACENT PROPERTY OWNER AGREEMENT (“Agreement”) is made as of October 11th, 2017, by and among **1319 SOUTH CAPITOL ASSOCIATES, LLC**, a District of Columbia limited liability company (“Developer Owner”), **GREGORY KEAGLE**, an individual, **CHUN-CHAU LAM**, an individual, **SHING WAI LAM**, an individual, **SHEILA SAMADDAR** an individual, **DARIN WEAVER**, an individual, and **RS LIQUORS, INC.**, a District of Columbia corporation (each, jointly and severally, an “Adjacent Property Owner” and collectively the “Adjacent Property Owners”). Developer Owner and Adjacent Property Owners are sometimes collectively referred to as the “Parties”.

RECITALS

A. Developer Owner is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lots 14, 15, 53, 54, 60, 61, 62, 64, 68, 70, 810 and 811 (collectively, and inclusive of any real property located in Square 653 which is subsequently acquired by Developer Owner, including without limitation Lot 63 subsequent to closing under the Lot 63 Sale Agreement (defined below), its successors, assigns or affiliates, the “Development Site”).

B. Mr. Gregory Keagle is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653 Lot 69, having a street address of 1311 South Capitol Street SW (“Lot 69”).

C. Mr. Shing Wai Lam is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 827, having an address of 1307 South Capitol Street (“Lot 827”).

D. Ms. Sheila Samaddar is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 52, having an address of 1313 South Capitol Street (“Lot 52”).

E. RS Liquors, Inc., is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 829, having a street address of 1301 South Capitol Street SW (“Lot 829”), and Square 653, and Lot 830, having an address of 1301 South Capitol Street SW (“Lot 830”).

F. Mr. Darin Weaver is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 63, having an address of 6-A N Street, SW (“Lot 63”), recognizing that Mr. Darin Weaver and Developer Owner have entered into a purchase and sale agreement with respect to Lot 63 (the “Lot 63 Sale Agreement”).

G. Mr. Chun-Chau Lam is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 65, having an address of 4A N Street SW (“Lot 65”), and Square 653, Lot 66, having an address of 4 N Street SW, (“Lot 66”). Lot 52, Lot 63 (to the extent then owned by Mr. Darin Weaver prior to closing under the Lot 63 Sale

Agreement), Lot 65, Lot 66, Lot 69, Lot 827, Lot 829 and Lot 830, are sometimes referred to herein, singularly and collectively, as the "Adjacent Property").

H. Developer Owner desires to construct a mixed-use project, including residential and retail uses on the Development Site (the "Project").

I. In connection with the construction of the Project on the Development Site, Developer Owner has filed an application with the Office of the Surveyor for the District of Columbia ("Office of the Surveyor") for an alley closing known as S.O. 15-26384, as amended or as may be amended (the "Application"). The Application requests approval to close a portion of the east-west public alley located in Square 653 (the "Alley Closing") and to establish by easement a surface alley in the exact location of the public alley to be closed ("Alley Easement"), as shown on Exhibit A attached hereto. Bill 22-0015 authorizing the Alley Closing and requiring the establishment of the Alley Easement is currently under review by the D.C. Council ("Alley Closing Legislation").

J. Developer Owner has requested that Adjacent Property Owners provide written support to the Application, and Adjacent Property Owners have agreed to do so, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and consideration of Ten Dollars (\$10.00) and other good and valuable consideration the Parties agree as follows:

1. Incorporation by Reference. The Recitals described above in this Agreement are hereby incorporated by reference as if separately restated herein.

2. Alley Closing; Historic Preservation Issues. Subject to the terms and conditions set forth herein, Adjacent Property Owners hereby agree that they will support the Alley Closing Legislation, and to that end will execute a consent document in the form attached as Exhibit B within three (3) business days following full execution of this Agreement. Adjacent Property Owners agree that they will not support any effort by themselves or others to cause some or all of the Development Site to be designated a historic property; in addition, Adjacent Property Owners agree that they will not support any effort by themselves or others to cause some or all of the Adjacent Property to be designated a historic property; in furtherance thereof, each Adjacent Property Owner agrees (a) not to nominate, and not to support any other party's nomination, of some or all of the Development Site, or some or all of the Adjacent Property, to be designated by any authority, office or agency a landmark in any respect or nature and (b) to make such public statements and to take such public action as is appropriate in regard thereto. In the event all or any portion of the Development Site is designated historic, then in any such event Developer Owner shall have the option in its sole discretion to terminate this Agreement in its entirety or with respect to any Lot/Adjacent Owner. Developer Owner agrees that Adjacent Property Owners are not precluded from seeking historic designation of any or all of the Adjacent Properties at any time subsequent to the substantial completion of the Project.

3. Alley Easement.

(a) As a requirement of the Alley Closing Legislation, Developer Owner or its successors or assigns, shall execute and record a covenant establishing the Alley Easement (“Alley Closing Covenant”). The Alley Closing Covenant shall create a perpetual, non-exclusive surface alley easement with a clear height of sixteen (16) feet, for access, ingress and egress, in, upon, over, through and across that portion of the public alley which will be closed (the “Alley Easement Area”) pursuant to the Application. The Alley Easement Area shall be established to provide pedestrian and vehicular access to and from the east-west public alley accessing South Capitol Street to the north-south public alley accessing N Street, as shown on Exhibit A attached hereto. The Alley Easement Area shall be designed and constructed in accordance with District Department of Transportation (“DDOT”) standards for alleys, or as otherwise approved by DDOT. Developer Owner, its successors and assigns shall construct, pave, repair, and maintain (including keeping the Alley Easement Area free and clear of ice, snow and trash) the Alley Easement Area, at Developer Owner’s sole cost and expense, and such obligations shall be set forth in the Alley Closing Covenant. The Alley Closing Covenant shall be prepared by Developer Owner, at Developer Owner’s sole cost and expense, and shall be approved by the District of Columbia in the same manner as applicable to all alley closing covenants. Developer Owner shall furnish a copy of the Alley Closing Covenant to the Adjacent Property Owners, for review purposes only, at least fifteen (15) days prior to its submission to the District of Columbia. Developer Owner shall record the Alley Closing Covenant in the land records for the District of Columbia (“Land Records”) at Developer Owner’s sole cost and expense.

(b) Except as hereinafter provided, and ninety (90) days following the substantial completion of the Project, as evidenced by the issuance of the first certificate of occupancy for the Project for the first or higher floor (“Substantial Completion of the Project”), the Alley Easement Area shall be made available to the public in the same manner and extent as applies to all public space in the District of Columbia. Developer Owner shall not construct, or permit to be constructed, any permanent structure on or in the Alley Easement Area, nor shall Developer Owner store, or permit the storage of, equipment or material in, or on, the Alley Easement Area; provided, however, that Developer Owner, its successors and assigns, specifically reserve the right to construct improvements above and below the surface of the Alley Easement Area for any permitted purpose, provided that any improvements above the Alley Easement Area provide a minimum clearance of sixteen (16) feet above the finished grade of the surface of the alley improvements within the Alley Easement Area. Vehicular parking shall not be allowed at grade in the Alley Easement Area. Developer Owner, its successors and assigns, do not relinquish any rights that they otherwise would have to secure public space permits for use of the surface of the Alley Easement Area, including, but not limited to, permits for temporary alley closings in the same manner as applicable to all public space in the District of Columbia.

(c) Developer Owner shall install a small plaque near the Alley Easement Area in honor of Carol J. Weaver, which plaque shall be maintained in accordance with the other maintenance obligations set forth herein.

(d) Developer Owner’s obligations set forth in this Paragraph 3(a), 3(b) and 3(c) are contingent upon the D.C. Council authorizing the Alley Closing through the Alley Closing

Legislation, as may be amended, and thereafter the alley being officially closed by virtue of the recordation of an alley closing plat in the records of the Office of the Surveyor.

4. Other Submissions. Subject to the terms and conditions set forth herein, and provided Developer Owner complies with all of the obligations and requirements set forth in Paragraphs 5 and 6 below, in addition to consenting to the Application as provided in Paragraph 2 above, Adjacent Property Owners shall not object to, and shall reasonably cooperate with (at no additional cost to Adjacent Property Owners), Developer Owner's application(s) for a demolition or raze permit(s) for the Development Site in connection with the construction of the Project; provided, (a) in no event shall Developer Owner demolish Lot 68 in Square 653 (1309 South Capitol Street, SW) ("Lot 68") unless and until Developer Owner owns one of the abutting lots (i.e., Lot 69 or Lot 827), and (b) in no event shall Developer Owner demolish Lot 64 in Square 653 (6 N Street, SW) unless and until Developer Owner owns one of the abutting lots (i.e., Lot 65 or Lot 63 in Square 653, known as 6A N Street, SW). Further, Developer shall not construct improvements that extend over the boundary line of the Adjacent Property and the vertical extension thereof without limitation.

5. North-South Right of Way.

(a) In consideration for Adjacent Property Owner's agreements set forth in Paragraphs 2 and 4 above, Developer Owner or its successors or assigns, and Adjacent Property Owners, or their respective successors or assigns, shall enter into a surface easement agreement (the "North-South Right of Way"), in a form substantially similar to that attached as Exhibit C-1, to provide for a perpetual, non-exclusive easement with a width of twelve (12) feet running parallel to South Capitol to provide pedestrian and vehicular access to and from the east-west public alley to Lots 52, 53, 54, 68, 69, 70, 827, 829 and 830 in Square 653, and Lot 65 and Lot 66, to the extent Lot 65 and Lot 66 have legal access to the beginning of the North-South Right of Way (recognizing that the North-South Right of Way will not extend all the way to Lot 65 and Lot 66) (collectively, the "Benefitted Lots"), as all as described and shown on Exhibit C-2 attached hereto (the "North-South Right of Way"). The North-South Right of Way shall replace all existing easements and right-of-way reserved in any deed applicable to Lots 52, 53, 54, 68, 69, 70, 827, 829 and/or 830 in Square 653. The North-South Right of Way shall be designed and constructed to permit vehicular access to and from the Benefitted Lots to the alley system in Square 653 as shown on Exhibit C-2 attached hereto. Developer Owner, its successors and assigns, shall construct, pave, repair, and maintain (including keeping the North-South Right of Way free and clear of ice, snow and trash) the North-South Right of Way, at Developer Owner's sole cost and expense, and such obligations shall be set forth in the North-South Right of Way. The North-South Right of Way shall be surveyed by Developer Owner, at Developer Owner's sole cost and expense, as necessary to confirm the accuracy of Exhibit C-2, which will become an exhibit to the North-South Right of Way. The North-South Right of Way shall in a form substantially similar to that attached as Exhibit C-1, with the confirmed Exhibit C-2, shall be submitted by Developer Owner, at Developer Owner's sole cost and expense, to Adjacent Property Owners for their review and execution, such execution not to be unreasonably withheld, conditioned or delayed. At least thirty (30) days prior to commencement of construction of the Project, Developer Owner shall record the North-South Right of Way in the Land Records at Developer Owner's sole cost and expense.

(b) Within forty-five (45) days of the execution of this Agreement by the parties, Developer Owner shall cause the North-South Right of Way to be open and cleared of any gates, fencing, improvements or other obstruction to establish the North-South Right of Way for purposes of ingress and egress and the Adjacent Property Owners hereby agree to cooperate with Developer Owner with respect to such efforts. During the Project construction when closure of the North-South Right of Way is necessary for safety or required for a limited construction task and/or under the District of Columbia Construction Code or permitted plans, the North-South Right of Way may be closed for periods not to exceed what would be required in the normative course of construction and when reasonably possible, not to exceed three (3) weeks without the consent of the Adjacent Property Owners, such consent not to be unreasonably, conditioned, delayed, or withheld. The North-South Right of Way shall be paved and re-opened permanently, no later than forty-five (45) days following Substantial Completion of the Project, subject to the maintenance, repair and replacement as required hereunder. To the extent a closure of the North-South Right of Way extends for more than three (3) weeks, Developer Owner shall pay each Right of Way Parking Owner (defined below) an amount equal to \$300.00 per month per parking space listed below, to offset any loss of parking during such time, calculated from the 22nd day after said closure and continuing until the North-South Right of Way has been reopened. "Right of Way Parking Owners" means and shall expressly be limited to the following three (3) existing spaces and two (2) existing owners: (i) Ms. Sheila Samaddar as the owner of Lot 52, with two (2) spaces; and (ii) Mr. Gregory Keagle as the owner of Lot 69 with one (1) space.

(c) The North-South Right of Way shall provide pedestrian and vehicular access for alley purposes to and from the Benefitted Lots to the alley system in Square 653 as shown on Exhibit C-2 attached hereto.

6. Developer Owner's Construction Covenants. In connection with the construction of the Project, Developer Owner hereby agrees as follows:

(a) At least sixty (60) days (or the time period required by any applicable law, code or regulation, whichever is longer) prior to the proposed commencement of any construction at the Development Site, Developer Owner shall notify each Adjacent Property Owner in writing of its intent to commence construction (the "Construction Commencement Notice"). Prior to commencing construction, Developer Owner will provide to each Adjacent Property Owner contact information for a contact person employed by Developer Owner to whom Adjacent Property Owners may report violations of the terms of this Agreement and any emergencies likely to endanger persons or damage property and that become known to Adjacent Property Owners resulting from the construction of the Project. Developer Owner shall, at its sole cost and expense, promptly respond to and correct all violations of this Agreement.

(b) Developer Owner, at its sole cost and expense, shall use all diligent efforts to protect the Adjacent Property from and against any damage resulting from the construction of the Project. In furtherance of the foregoing, Developer Owner shall pay for the reasonable costs, up to a cap of One Hundred Thousand and 00/100 Dollars (\$100,000.00) in the aggregate (the "Engineer Fee Cap") of an engineer to be engaged by the Adjacent Property Owners to review the Developer Owner's plans and to advise the Adjacent Property Owners. The Parties have agreed to the engagement of Keast & Hood by the Adjacent Property Owners. Developer owner covenants

and agrees to comply with all applicable codes, ordinances, rules, laws and other governmental or quasi-governmental regulations, as required to adequately preserve and protect the integrity of the Adjacent Property. Developer Owner may engage its own engineer (the "Developer's Engineer") to respond to the concerns, if any, of Keast & Hood during the construction of the Project. If Developer's Engineer and Keast & Hood are unable to resolve any disagreement raised pursuant to this Agreement, then a third engineer (the "Third Engineer") selected by Developer's Engineer and Keast & Hood shall be retained and the Parties agree to rely on the Third Engineer's final determination in all instances. The Third Engineer shall be engaged by both parties at the cost and expense of Developer Owner, provided that such cost will be expressly subject to the Engineer Fee Cap. This provision shall expressly survive for a period of four (4) years after the date of this agreement, notwithstanding the earlier termination or expiration of this Agreement.

(c) Developer Owner shall require its contractors, agents, employees, workers and anyone else traveling to the Development Site during construction to access the Development Site at all times in accordance with a Traffic Control Plan approved by DDOT.

(d) Developer Owner desires to construct the Project using a variety of types of cranes or hoisting equipment, which will swing over the Adjacent Property (the "Crane"). Adjacent Property Owners shall grant Developer Owner the right to swing the boom of the Crane over the Adjacent Property in connection with the construction of the Project, effective as of the date hereof, by entering into an overswing agreement in the form attached hereto as Exhibit D-1 concurrently with the execution of this Agreement. In addition, concurrent with the execution of this Agreement, the parties shall enter into crane overswing agreements substantially in the form of Exhibits D-2 and D-3 attached hereto, with respect to the development of (i) Lot 69 and (ii) Lots 65, 66, 827, 829 or 830, respectively. In the event any other Adjacent Property Owner requires Developer Owner's consent to an overswing agreement subsequent to the date hereof for the development of an Adjacent Property, the parties shall enter into an agreement substantially in the form of Exhibit D-2 attached hereto at such time.

(e) Comprehensive monitoring of the condition of the Adjacent Property will be performed by Developer Owner at its sole cost and expense as required in order to identify, mitigate and remedy any deficiencies or defects in the construction of the Project to eliminate, to the greatest extent possible, damage to the Adjacent Property. In furtherance thereof, at least thirty (30) days prior to the commencement of any excavation or construction activity at the Development Site, Developer Owner, or an engineer hired by Developer Owner, shall undertake a thorough and comprehensive pre-construction survey of each Adjacent Property. Developer shall document all existing damage to the Adjacent Property and submit a written report that includes, but is not limited to, (i) color photographs of each and every area of damage, (ii) a written description of all damage, and (iii) any other documentation Developer Owner and Developer's Engineer (if applicable) determine is required to fully and adequately describe each and every location of existing damage to the Adjacent Property. Developer Owner and Developer's Engineer (if applicable) shall submit such survey results to the applicable Adjacent Property Owner and to Keast & Hood. The Adjacent Property Owners, or any one of them, after consulting with Keast & Hood shall have an opportunity to respond or object to the survey within seven (7) business days of the delivery thereof. The Parties will engage the Third Engineer if the Parties are unable to reach agreement as to the contents of the survey, and the determination of the Third Engineer shall be

final. The survey shall be deemed to be all inclusive relative to any and all existing damage to the applicable Adjacent Property. Such survey shall also include recommendations for the adequate protection during construction for each Adjacent Property. All costs and expenses associated with the undertaking of the survey and the review of same by the engineers shall be paid by Developer Owner, subject to the Engineer Fee Cap.

(f) Each Adjacent Property Owner shall notify Developer Owner upon discovery in the event any damage is caused to any Adjacent Property during the construction of the Project. In the event of any such damage Developer Owner shall (i) immediately cease construction activity that is directly impacting the applicable Adjacent Property, except for that construction activity explicitly required or necessary to mitigate further damage to the Adjacent Property, and (ii) within three (3) business days following the initial discovery of the additional damage, Developer Owner shall prepare a remediation and mitigation plan (“Plan”), which shall be submitted to the applicable Adjacent Property Owner and Keast & Hood for review and approval by that Adjacent Property Owner after consultation with Keast & Hood, which shall not be unreasonably delayed, withheld or conditioned. If Adjacent Property Owner does not respond within five (5) business days, the Plan shall be deemed approved and Development Owner may commence repairs to the Adjacent Property. In the event any Adjacent Property Owner withholds its approval of the Plan, such Adjacent Property Owner shall state, with reasonable clarity, the reasons for withholding its approval and Developer Owner shall be required to make modifications to the Plan to address Adjacent Property Owner’s reasonable objections. Developer Owner shall resubmit the same to such Adjacent Property Owner for its approval, which shall not be unreasonably delayed, withheld or conditioned. If such Adjacent Property Owner does not respond within five (5) business days, the Plan shall be deemed approved and Development Owner may commence repairs to the Adjacent Property. In the event the Developer Owner and Adjacent Property Owner or Owners are unable to agree the Plan or any modifications thereto as recommended by their respective engineers, then the Plan will be presented to the Third Engineer and the parties agree that the determination of the Third Engineer shall be final and binding on the parties.

(g) If such Adjacent Property Owner approves the Plan, Developer Owner shall commence and diligently pursue repairs to the Adjacent Property within three (3) business days following notice of Adjacent Property Owner’s approval of the Plan. Following completion of the repairs and written certification by Keast & Hood that the repairs have been satisfactorily completed, Developer Owner shall be permitted to continue the construction work that directly impacted the applicable Adjacent Property. In the event the Developer Owner and the Adjacent Property Owner are unable to agree on the completion of the repairs, the issue will be presented to the Third Engineer and the Parties agree that the determination by the Third Engineer shall be final and binding on the Parties.

(h) Upon conclusion of the construction work on the Development Site, Developer’s Engineer shall undertake a post-construction survey of the Adjacent Property to determine the extent, if any, of damages to the Adjacent Property. Developer’s Engineer shall document any and all additional damage occurring subsequent to the previous inspection and shall submit its survey results directly to Developer Owner and the applicable Adjacent Property Owner and Keast & Hood. To the extent any additional damage is noted, Developer Owner shall, within

three (3) business days following the initial discovery of the additional damage, prepare a Plan, which shall be submitted to the applicable Adjacent Property Owner for review and approval by such Adjacent Property Owner, which shall not be unreasonably delayed, withheld or conditioned. If the applicable Adjacent Property Owner does not respond within five (5) business days, the Plan shall be deemed approved and Development Owner may commence repairs to the Adjacent Property. In the event an Adjacent Property Owner withholds its approval of the Plan, such Adjacent Property Owner shall state, with reasonable clarity, the reasons for withholding its approval and Developer Owner shall be required to make modifications to the Plan to address such Adjacent Property Owner's objections. Developer Owner shall resubmit the same to the applicable Adjacent Property Owner and Keast & Hood for its approval, which shall not be unreasonably delayed, withheld or conditioned. If Adjacent Property Owner does not respond within five (5) business days, the Plan shall be deemed approved and Development Owner may commence repairs to the Adjacent Property. In the event the Developer Owner and the Adjacent Property Owner are unable to agree on the modification to the Plan, the Plan will be presented to the Third Engineer and the Parties agree that the determination by the Third Engineer shall be final and binding on the Parties.

(i) If the applicable Adjacent Property Owner approves the Plan, Developer Owner shall commence and diligently pursue repairs to the Adjacent Property within three (3) business days following notice of Adjacent Property Owner's approval of the Plan. When Developer Owner believes repairs have been satisfactorily completed, Developer Owner shall advise such Adjacent Property Owner and Keast & Hood, and Keast & Hood shall conduct a final inspection of the repairs. If Keast & Hood determines that the repairs have been properly completed, then Developer's Engineer shall prepare a letter addressed to the applicable Adjacent Property Owner certifying that all repairs have been properly performed and completed. The letter shall be prepared on Developer's Engineer letterhead and shall be stamped, sealed and dated by the Developer's Engineer. If there is a disagreement between Developer's Engineer and Keast & Hood as to whether the repairs have been properly completed, the Third Engineer shall be engaged and its decision shall control.

(j) Warranties; Losses; Insurance.

I. During construction and for a period of three (3) years after Substantial Completion of the Project (the "Claims Period"), Developer Owner shall warrant the work and promptly remedy, or cause to be remedied, any damage or loss to the improvements or property of Adjacent Property Owners, whether caused in whole or in part by Developer Owner, or any contractors, subcontractor or their respective employees, agents, independent contractors and anyone under their supervision or control, caused by, resulting from, arising out of or attributable to the construction of the Project (the "Warranted Claims"), and in doing so Developer Owner covenants and agrees that it shall provide no lesser services, with no lesser diligence and quality, to Adjacent Property Owners than the highest quality and most diligent services it has provided to other owners or for its own account. Developer Owner shall indemnify and hold harmless Adjacent Property Owners from and against the Warranted Claims, subject to the exclusions set forth in this subsection (j).

II. In addition, and solely to the extent such Other Losses (defined below) are covered by Developer Owner's Required Insurance Coverage (defined below), Developer Owner shall indemnify the Adjacent Property Owners during the Claims Period for (i) actual economic losses caused directly by the construction of the Project, such as claims for lost rent, business income, or relocation expenses (for example in the case of a constructive eviction caused by the construction of the Project), and (ii) injuries to persons or property caused directly by the construction of the Project (collectively, the "Other Losses").

III. The Warranted Claims and Other Losses shall expressly exclude: (i) any claim of defect, unless written notice thereof shall have been given to the Developer Owner within such three (3) year period, (ii) normal wear and tear or deterioration of any portion of the Adjacent Properties, (iii) loss or damage resulting from the negligence, improper maintenance, or operation or alteration by parties other than Developer Owner, or its subcontractors or agents, (iv) accidental loss or damage, or any other act of God, or (v) loss or damage due to the failure of any Adjacent Property Owner to keep and maintain the Adjacent Properties in good condition and repair. Nothing contained herein shall entitle Adjacent Property Owners to consequential or punitive damages or any other sums in excess of actual damages.

IV. For the avoidance of doubt, the three (3) year contractual limitations period for Warranted Claims shall not apply to undiscoverable latent defects ("Latent Defects"). The liability for Latent Defects, if any, is outside the scope of the contractual limitations period and shall be resolved at the time of discovery by application of common law or equity, provided that any such liability shall also be limited to the extent such losses are covered by the general liability portion of Developer's insurance coverage then in effect, recognizing that the full requirements of Developer Owner's Required Insurance Coverage only apply to the Claims Period. To the extent that Developer fails to maintain such general liability insurance following the Claims Period, then Developer shall be liable for Latent Defects (i) to the extent set forth in this subsection (IV) and (ii) to the extent such losses would have otherwise been covered under Developer's last in-force general liability insurance policy.

V. Developer Owner shall maintain Developer Owner's Required Insurance Coverage during the Claims Period. If Developer Owner fails to maintain Developer Owner's Required Insurance Coverage during the Claims Period, then Developer Owner shall be liable for Other Losses incurred during the Claims Period to the extent such losses would have been covered by the insurance policy maintained by Developer prior to letting such policy lapse, as if such coverage was properly maintained by Developer Owner. "Developer Owner's Required Insurance Coverage" shall mean (i) Comprehensive General Liability or Commercial General Liability Insurance, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence and not less than Two Million and 00/100 Dollars (\$2,000,000.00) on a general aggregate basis, for bodily injury, death and property damage, and (ii) business interruption insurance covering at least six (6) months of interruption. Developer Owner will provide copies of Certificates of Insurance reflecting Developer Owner's Required Insurance Coverage concurrently with the execution of this Agreement.

VI. This Section 6(j) shall expressly survive the termination or expiration of this Agreement.

(k) Prior to commencement of construction of the Project, through the date which is at least two (2) years following Substantial Completion of the Project, Developer Owner shall secure and maintain, and shall cause its general contractor to secure and maintain, in full force and effect, those types of insurance coverages in such amounts as are commercially reasonable and customary for construction projects similar to the construction of the Project, including, but not limited to, commercial general liability insurance (including contractual liability and completed operations coverage) against claims for bodily injury, death or property damage occurring as a result of the construction of the Project, and each Adjacent Property Owner shall be named as additional insureds on all such policies of insurance. Developer Owner shall provide each Adjacent Property Owner one or more insurance certificates evidencing the coverages required herein. Such certificate(s) shall provide (1) that the insurance is in effect, (2) that each Adjacent Property Owner is an additional insureds under such policy, and (3) that the insurance policies will not be amended or terminated without thirty (30) days prior written notice to Adjacent Property Owners. Such certificate(s) shall be in the form of an ACORD certificate of insurance. All policies furnished by or on behalf of Developer Owner or its general contractor shall be deemed primary and not contributing to or in excess of any similar coverages purchased by an Adjacent Property Owner. It shall be Developer Owner's responsibility to give notice to the applicable insurer, to substantiate any claim, and to negotiate and obtain such insurance proceeds; provided, however that the availability of such insurance proceeds shall not in any way limit or affect Developer Owner's responsibility to protect, repair and restore any damage to any Adjacent Property as provided in this Agreement and to do so promptly.

(l) All costs incurred by Developer Owner in connection with its obligations under this Paragraph 6 shall be borne by and be the responsibility of Developer Owner. For the avoidance of doubt and notwithstanding anything to the contrary herein, Developer Owner's obligation pay the engineering fees of Keast and Hood, and if necessary, the Third Engineer, shall expressly be limited to the Engineer Fee Cap. To the extent fees are incurred over the Engineer Fee Cap, they shall be the express obligation of the Adjacent Property Owners. To the extent the Third Engineer's fees exceed the Engineer Fee Cap, and a challenge is instituted, the non-prevailing party in such dispute shall pay the fee of the Third Engineer.

7. Limited Reimbursement to Adjacent Property Owners. Developer Owner acknowledges that the cooperation of the Adjacent Property Owners in the Project is essential to the successful completion of the Project and that the approval process and construction involves significant time and inconvenience to the Adjacent Property Owners. Accordingly, Developer Owner has agreed to bear all costs and expenses reasonably incurred by Adjacent Property Owners in the review and negotiation of this Agreement, any exhibits hereto, and any future legal documents between Developer Owner and the Adjacent Property Owners related to this Project (but specifically excluding any disputes under any such documents) by one (1) or more attorneys up to a cap of Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) (the "Attorney Fee Cap") and Keast & Hood (and Third Engineer, as called for hereunder), up to the Engineer Fee Cap, as further set forth in Section 6(l) above. Developer Owner shall pay invoices directly to the engineers and shall reimburse the Adjacent Property Owners for attorney's fees incurred and paid on within thirty (30) days of the presentation of an invoice. This provision shall expressly survive for a period of four (4) years after the date of this agreement, notwithstanding the earlier termination

or expiration of this Agreement. For the avoidance of doubt, to the extent the Adjacent Property Owners incur legal fees seeking consent from any lienholders to the North South Right of Way, as further set forth therein, then such reasonable legal fees shall be reimbursed by Developer Owner subject to the Attorney Fee Cap.

8. Successors and Assigns. All terms of this Agreement shall apply to and be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Developer Owner may assign this Agreement to any successor owner of its parcels, so long as such party has comparable or greater development and construction experience in Developer Owner's sole discretion. This Agreement shall not be recorded in the Land Records, recognizing that the Alley Closing Covenant, North-South Right of Way and other ancillary documents may be recorded in the land records.

9. Headings. Headings are for convenience or reference only and shall not affect meanings or interpretations of the contents of this Agreement.

10. Governing Law. This Agreement shall be governed by, and construed and performed in accordance with, the laws of the District of Columbia without regard to its conflicts of laws principles.

11. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person or circumstance, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Further Instruments. Each Party shall cooperate together if any additional documents are necessary to effectuate the intention of the Parties set forth in this Agreement.

13. Dedication. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights and easements herein created are private and for the benefit only of the parties designated herein.

14. Merger. The common ownership of any number of the Lots (or subdivisions thereof) by the same or affiliated entities shall not effect a termination of this Agreement or any easement contained herein or any merger of the servient and dominant estates. This Agreement and the easements contained herein may only be modified or terminated by the express written consent of all Parties or their successors and assigns.

15. Counterparts. This Agreement may be executed in several counterparts, and/or by execution of counterpart signature pages which may be attached to one or more counterpart, and all so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. In addition, any counterpart signature page may be executed by any party wheresoever such party is located, and may be delivered by e-mail transmission, and any e-mail transmitted signature pages may be