

AGREEMENT

This agreement (the "**Agreement**") is made and entered into as of the 11th day of September 2011, by Mara E. Rudman, the applicant ("**Applicant**") in Board of Zoning Adjustment ("**BZA**") Application #18834 ("**Application**") and Advisory Neighborhood Commission 3E ("**ANC**") (collectively, the "**Parties**").

WITNESSETH:

WHEREAS, the Applicant has sought a special exception to allow a rear addition and deck ("**Addition**") to an existing home, not meeting the rear yard requirements in the zoning code, for premises at 4429 Faraday Street, NW ("**Property**"); and

WHEREAS, construction of the Addition would reduce permeable space on the Property and likely result in removal of a mature tree, imposing environmental harm; and

WHEREAS, the Parties agree that this environmental harm can be substantially mitigated through certain measures; and

WHEREAS, Applicant wishes to take such measures and the ANC believes that, if such measures are taken, the Application merits the ANC's support;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. The Applicant will remove the paved driveway in the Property's backyard, replace it with permeable landscaping, and maintain permeable landscaping at the site of the former driveway.
2. The Applicant will plant one tree of her choosing on her property and also agrees to pay for one tree whose height at planting will be approximately 10 feet and whose height at maturity will be at least 30 feet to be planted elsewhere in the District of Columbia, preferably in an area close to the property
3. The ANC will support the Application.
4. The Parties agree to ask the BZA to incorporate, to the fullest extent possible, the terms of this Agreement in any order related to the Application including, without limitation, inclusion of paragraphs 1 and 2 above as conditions which the Zoning Administrator shall require the Applicant to meet before a Certificate of Occupancy issues for the renovated Property.

Miscellaneous Provisions.

Waiver: The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

Binding on Spouses and Survivors: All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind, be obligatory on, and inure to the benefit of the Parties hereto, their spouses (if individual Parties), heirs, executors, administrators, personal representatives, assignees, and successors.

Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

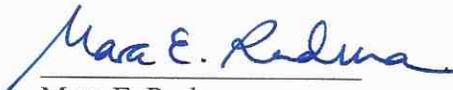
Assignment and Subcontracts: No Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other Parties.

Headings and Paragraphs: Headings in this Agreement are for convenience only and shall not affect the meaning of this Agreement. References in this Agreement to any Section or paragraph are to the applicable numbered section of this Agreement unless otherwise noted.

No Other Rights Limited: Nothing in this Agreement shall limit any rights the Non-Developer Parties otherwise possess except the right of the Non-Developer Parties to object to the Application.

Counterparts: This Agreement may be executed simultaneously in one or more counterparts, by original or facsimile signature, and when executed by all Parties shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date and year first written above.


Mara E. Rudman

Advisory Neighborhood Commission 3E

By: _____
Jonathan Bender
Vice-Chair