

## **COMMUNITY SERVICE AGREEMENT**

**between  
THE MARET SCHOOL  
and  
FRIENDS OF THE FIELD**

This Community Service Agreement is made and agreed upon this 22<sup>nd</sup> day of February 2026 by duly authorized representatives of The Maret School (“Maret”) and duly authorized representatives of Friends of the Field (“Friends” and together with Maret, the “Parties”). This Agreement relates to Board of Zoning Adjustment Application No. 20643B, and the Parties desire that it be entered into the record of the case.

**WHEREAS**, Maret is a K-12 private school licensed to operate in the District of Columbia, with its main campus located at 3000 Cathedral Avenue NW, Washington, DC. On February 3, 2021, Maret signed a 50-year lease with the Episcopal Center for Children (“ECC”) for approximately 5 acres of the ECC’s 7.24-acre campus, located at 5901 Utah Avenue NW, Washington, DC. Maret subsequently purchased the property covered by the lease, Lot 832 in Square 2319.

**WHEREAS**, on November 2, 2021, Maret filed an Application (the “Initial Application”) with the District of Columbia Board of Zoning Adjustment (“BZA”) seeking a special exception under Subtitle U §203.1(m) and Subtitle X §104 of the Zoning Regulations to allow a private school use, and under Subtitle C §710.3 from the parking location restrictions of Subtitle C§710.2 for a private school use in the R-1-B Zone at part of 5901 Utah Avenue NW (Square 2319, Lots 831 and 832). Maret wanted to construct a baseball field and a multi-purpose football, soccer, and lacrosse field on Lot 832 in Square 2319.

**WHEREAS**, Friends is an unincorporated association of approximately 300 District of Columbia residents, most of whom live within one-quarter of a mile of the ECC/Maret property. Friends was granted party in opposition status by the BZA on January 12, 2022. Upon the execution of this Agreement, Friends of the Field will incorporate as a District of Columbia General Business corporation.

**WHEREAS**, On March 15, 2022 Maret and Advisory Neighborhood Commission (“ANC”) 3/4G, a District of Columbia governmental entity, executed a Memorandum of Understanding Regarding Board of Zoning Adjustment (“BZA”) Application No. 20643 (“MOU”). The MOU was entered into the record as Exhibit 282E. Maret and the ANC agreed that the MOU could not be amended or altered except by a BZA Order.

**WHEREAS**, on April 12, 2023, the BZA issued its Decision and Order granting zoning relief requested in Maret’s Initial Application. Pursuant to the BZA Order, Maret constructed the athletics fields and parking lot, and installed the bullpens, batting cages and other improvements to complete the development now called Barrett Fields.

**WHEREAS**, the construction of Barrett Fields did not conform to some requirements imposed by the BZA Order, District of Columbia zoning and other applicable requirements. The Department of Buildings issued a Conditional Certificate of Occupancy. Accordingly, on September 18, 2025, Maret filed an application for additional relief (the “Post-construction Application”) seeking exemption from the height and setback requirements for a portion of the retaining walls that were constructed on the property to create Barrett Fields.

**WHEREAS**, Friends of the Field is a party to this BZA special exception proceeding on Maret’s Post-construction Application, which is scheduled for hearing on February 25, 2026. The Parties negotiate this Community Service Agreement (“Agreement”) with the understanding that as part of the Agreement, Friends will not oppose Maret’s Post-construction Application for a Special Exception in Application No. 20643B and will not oppose additional Special Exceptions consistent with the terms of this Agreement. Except as expressly permitted by this Agreement, Maret will not return to the BZA to seek changes to Barrett Fields for a minimum of seven (7) years from the date of this Agreement. Maret will not seek changes without first using best efforts to follow the processes outlined in this Agreement to obtain Friends’ prior agreement to any such changes.

**WHEREAS**, Maret acknowledges that some property owners whose homes are adjoining or in close proximity to Barrett Fields, have communicated to Maret that they have experienced and/or may in the future experience a diminution of their use and enjoyment of their respective properties. Diminution may be due to noise, lack of privacy, traffic, number of students, coaches and visitors likely to come to the site by automobile, or other objectionable conditions. It is the intent of the Parties to address known complaints and deficiencies, to the extent requested by such property owners.

**WHEREAS**, it is the shared view of the Parties that children’s play and athletics, respect for neighbors, the privacy, use and enjoyment of private residential properties are among the important values that comprise the spirit of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and 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:

**I. FIELD FACILITIES**

A. Maret represents and warrants that the football goal posts shall be removable and shall be removed one week after Thanksgiving. Maret may store the goal posts on site but will make reasonable efforts to ensure that such storage is accomplished in a manner to minimize intrusion to adjacent properties. Maret may reinstall the goal posts 3 days prior to the commencement of the following football season in August.

B. Maret has constructed a security fence around the perimeter of the property to prohibit players and spectators from accessing the adjacent alleys or properties from the

playing fields. Security fencing shall also protect Barrett Fields as much as reasonably possible from intruders and discourage any impermissible use.

C. Protective netting shall be no taller than 30 feet, measured from the finished grade adjacent to its immediate location, and shall be reduced to lower levels wherever possible based on field experience and observation. If dangerous conditions occur with balls flying over the netting and fencing into private property, Maret shall cease playing until a remedy is found.

D. If Maret installs batting cages during the baseball season, Maret agrees to install in the batting cages, in accordance with manufacturers' requirements, sound mitigation measures, such as panel and/or padding systems at the perimeter and ceiling of the batting cages. Alternatively, Maret agrees to use Smash Factor Balls in the batting cages.

E. Maret hereby reiterates (i) its intent to provide a landscaping/privacy buffer to "minimize any potential impacts on the adjacent properties," (per its Initial Application and accompanying depictions in Exhibit 15A1, and 184C1-184C10) and (ii) its representation in the 6/12/2024 LandDesign presentation to the public, that the playing fields shall "disappear behind layers of dense evergreen trees and tall evergreen shrubs."

1. Maret shall coordinate in good faith with Friends to develop a definitive landscaping plan (the "Plan") to plant mature trees, mature shrubs and other plants at the field level and in the beds between retaining walls on the East and South to provide an immediate, effective, visual and privacy buffer. This includes, without limitation, landscape plantings and maintenance within Maret's existing fence lines at the field level, and the other levels. The final Plan of the landscaping/privacy buffer shall be presented to Friends for approval and be approved prior to the signing of this Agreement and will become an Appendix to this Agreement.
2. Maret shall maintain an effective visual and privacy buffer for as long as Maret (and its successors and assigns) owns, operates, or uses Barrett Fields, and agrees to replace any trees or other plantings that fail, within 30 days of failure, or if outside of the Fall or Spring planting seasons, then within 30 days of the beginning of the next planting season. Maret shall execute covenants running with the land that incorporate Maret's agreement regarding the visual/privacy buffer, for the benefit of the respective residences on 28th Street and Nebraska Avenue, it being the intent of the Parties that both the current and future owners the residences will benefit from these covenants.
3. Such visual/privacy buffer shall be effective to obscure visibility of Barrett Fields, including the parking lot, from the abutting properties and residents at 5860 Nebraska Ave. NW and 6004 through 6008 28th Street NW. It is the

intent of the Parties that (i) the abutting properties and their residents and visitors enjoy complete visual privacy from Maret students, coaches, lessees, and visitors looking into/onto the abutting properties, and (ii) Maret students, coaches, lessees, and visitors enjoy complete visual privacy from abutting residents and visitors looking into/onto Barrett Fields. The visual/privacy buffer shall also be effective to eliminate parking lot lighting and vehicle headlights in the parking lot from shining into the abutting neighboring properties.

4. Maret agrees to select landscaping materials in consultation with neighbors and shall seek to use landscaping materials that positively contribute to environmental objectives (e.g., including native plant species such as those identified on page 11 in Exhibit 15A1). The finalized documents shall be stamped and signed by Maret's consultant(s) and made a part of this Agreement. Exhibit A to this Agreement addresses landscaping near the bioretention facility and at the east end of Barrett Fields.
5. Maret shall obtain written approval of the design engineer of record for any planting that impacts the geogrid soil reinforcement fabric (reinforced zone) of the wall system. Retaining walls shall be inspected at least once a year, such inspection to include: verification that drainage measures are functioning properly to prevent ponding water and high soil pressure, that erosion has not occurred along the top, ends, or bottom of wall(s), that landscaping and planting is not interfering with the walls' intended performance, observations and documentation of unanticipated movement, bulging, and/or deflection of the wall system. Observed conditions that could impact the structural integrity of the wall system, should be evaluated by a qualified engineer. Additional inspection shall be conducted as necessary immediately following a catastrophic event such a heavier than normal rain event.
6. If the vegetative visual/privacy buffer is ineffective as it matures, Maret will remedy it to make it effective, consistent with this Agreement.
7. Maret agrees that any plantings that die must be replaced in like kind with appropriate irrigation.
8. Maret will maintain the field drainage so as to avoid blockage at grates and clogged piping in order for the drainage system to perform as designed.

F. Maret has designed Barrett Fields to mitigate stormwater runoff from a 25-year storm. Maret is required to comply with all terms of the District Department of Energy and Environment ("DOEE") covenant, document #2025094246, executed on August 5, 2025, governing the "Stormwater Management Facility" at Barrett Fields. Maret shall consult with ANC 3/4G and Friends to coordinate its stormwater management with the District Department

of Energy and Environment ("DOEE") and other District agencies as applicable. Maret shall conform to requirements for stormwater reports to DOEE and shall provide ANC 3/4G with copies of such reports. Maret shall report annually to ANC 3/4G on the operation of the stormwater system for ten years and will continue to maintain the stormwater system in accordance with DOEE requirements so long as Barrett Fields continues to be used primarily as a private school athletic field. Copies of all covenants that run with the land and all City required reporting of compliance shall be provided by Maret to Friends of the Field.

G. In accepting the BZA's Decision and Order in case 20643, Maret acknowledges and agrees to the Findings of Fact contained therein.

H. Maret agrees that the maximum number of spectators on Barrett Fields at any time will not exceed 200. "Spectators" does not include players, coaches, referees, and administrative officials. Maret will post this limitation of spectators near the entrance to Barrett Fields. Friends does not oppose additional bleachers of no more than six tiers being added to the West and North sides of the Barrett Fields, provided the maximum number of spectators (200) is not exceeded, and any additional bleachers are placed as far away from residential properties as possible. This maximum number of spectators will not be increased even if the BZA or any agency of the District of Columbia determines that additional bleacher seating would otherwise allow a greater number of people on Barrett Fields. The number of persons on Barrett Fields may be reduced by the Certificate of Occupancy.

I. Friends acknowledges that Maret can request an increase to this maximum number of spectators not earlier than five (5) years after the date of this Agreement. If Maret seeks an increase above 275 spectators, Maret will agree to a new Comprehensive Traffic Review concerning the impact of additional persons traveling to and from Barrett Fields.

J. Maret shall present an annual report to Friends and at a regularly scheduled ANC 3/4G Public Meeting, beginning no later than October 31, 2026. Such report will provide details regarding the operations of the athletics facilities over the prior year and provides the public an opportunity to comment. Maret shall provide the first annual report one year after use of the athletics facilities began and will provide the annual reports for ten years.

K. Except for down-lit security lighting necessary to provide a safe environment at Barrett Fields, Maret shall not propose, nor shall it allow the installation or use of lights to illuminate the multi-purpose athletic field or the baseball diamond. Barrett Fields shall not be used at any time after dusk.

L. Downlit low-wattage security lighting shall be limited to the parking lot area. The lights shall be no higher than 12 feet and shall be fully downlit with minimal BUG (backlight, uplight, glare) ratings commensurate with the surrounding ambient conditions, and suitable for a residential neighborhood given the proximity of abutting homes. These lights shall be on a daily timer, not a seasonal timer, to go off one hour after dusk each day. The lighting

levels and color temperature should be no greater than recommended IES (Illumination Engineering Society) standards for similar facilities in residential locations. Maret shall consult with Friends of the Field before finalizing the lighting purchase. Security motion lights shall be permitted on the Field House building and storage structures. Maret shall provide Friends a copy of their submission to the City confirming the as-built lighting.

M. The scoreboard shall be limited to a height of no more than 20 feet, measured from the finished grade adjacent to its immediate location.

N. No use of any amplified sound shall be permitted at any time at Barrett Fields. Maret shall not permit school bands to perform at games. Two shot clock horns, to be used only during lacrosse games (and not during practices or at any other times), are installed at the multi-purpose athletic field. The shot clock horns shall not be used during the football season. Within 30 days of the execution of this Agreement, Maret will apply for the appropriate permits to relocate the shot clock on the East side of the multipurpose field to the Northeast corner of the site and appropriately screen it from view from the 28<sup>th</sup> Street residences by vegetation, consistent with Maret's Pre-hearing Statement, Exh. 184-B, in BZA case No. 20643, response D-18 on p. 21.). If Maret cannot obtain approval to move the shot clock by July 1, 2026, Maret shall remove the shot clock by July 1, 2026.

O. No use of bullhorns, cowbells, musical instruments, or other similar devices by spectators or event participants shall be permitted. Whistles may be used by coaches and game officials in a manner that is regular and customary for athletic practices and games. No horns shall be used during football or other practices or games.

## **II. ACCESS TO THE FIELDS**

A. Barrett Fields is to be used primarily by Maret to support its athletic programs. Any leased use of Barrett Fields to youth sports groups or for non-Maret summer camps, in aggregate, shall not exceed the time of Maret's use in any calendar year. Maret shall only be permitted to lease the fields to youth sports organizations based in the District of Columbia and may charge a reasonable fee for use of the fields (reasonableness to be determined by reference to fees charged for field use by DPR and other public (e.g., Coolidge and Jackson-Reed High Schools) and private schools (e.g., Sidwell Friends and Georgetown Day School) in the District. For any leased use of the fields, the total number of players and coaches shall not exceed 60 at any time, except for summer camps during which the total number of participants and staff shall not exceed 75 in any session, with at least 30 minutes between sessions. Maret is responsible for monitoring these numbers to ensure that they are not exceeded and shall provide evidence of this monitoring in their annual report.

B. On Saturdays and Sundays, neither Maret nor its lessees may use Barrett Fields before 10:00 a.m. or after 5:00 p.m.. Community residents may use Barrett Fields any time Barrett Fields are not in use by Maret or its lessees on Saturdays or Sundays from 9:00 a.m. until

dusk. Neither Maret nor its lessees will use Barrett Fields on Sundays between mid-June and late August. Maret shall not permit organized adult games at any time, Maret will permit adults to play with their children on the Field during community time.

C. On weekdays, neither Maret nor its lessees may use Barrett Fields before 8:00 a.m. or after the earlier of dusk or 7:00 p.m. Community residents may use Barrett Fields when not in use by Maret or its lessees.

D. Neither Maret nor its lessees will use Barrett Fields on federal or District of Columbia holidays.

E. Maret agrees to prohibit food and alcohol on Barrett Fields at all times; “food” does not include water. Maret shall not contract with or permit food trucks on public streets at Barrett Fields. Maret agrees to communicate this requirement to its students, families and lessees, and to post this requirement on its website. Maret may permit food trucks to use its parking lot.

F. Maret shall post on its website for Barrett Fields the hours of use of the Barrett Fields by Maret or others as set forth in these conditions which will include Maret's athletic schedule. Neighbors should be able to go to this source at least 30 days in advance of scheduled uses to see what activities are authorized. Maret will post on its website and on appropriate signage at Barrett Fields a schedule of the use of Barrett Fields by Maret and its lessees. The posting shall show the times available for community use.

G. Maret shall establish a page on its website devoted to communications related to Barrett Fields and it will keep this webpage current with information including: (i) a calendar that identifies all scheduled games or events and any construction or maintenance activities related to Barrett Fields (ii) a milestone schedule for Barrett Fields showing key start and completion dates of any approved construction or maintenance activities; and (iii) the date(s) that DDOT or DCRA has approved for any after-hours work (if applicable).

H. Maret shall post on its website contact information for a Maret representative responsible for monitoring use of the Fields and for addressing and resolving complaints from the community. The Maret representative shall be available at least by telephone seven days a week from 8:00 a.m. to 6:00 p.m. The times may be extended by agreement of the Parties based on experience.

### **III. TRANSPORTATION AND PARKING**

A. Within 10 days of the execution of this Agreement, Maret shall notify the District Department of Transportation (DDOT) of its support for DDOT to prepare a new Comprehensive Transportation Review using current traffic data and current projected use of Barrett Fields. DDOT will be asked to consider the need for installing a passenger car pick-up

and drop-off zone on the north side of Nebraska Avenue near the frontage of Barrett Fields. If required by DDOT, the passenger car zone will be distinct from the bus drop off and pick up parking currently permitted. The zone will be marked with clear and appropriate signage. Maret shall allow no bus parking on public streets other than the two permitted bus parking spaces delineated on Nebraska Avenue. Maret will abide by the terms of any new approved Transportation Management Plan.

B. Until it is replaced, Maret shall abide by the terms of the Transportation Demand Management Plan approved in BZA Application No. 20643 as detailed in Exhibits 97A1 and 97A2 of the record in the case, including:

1. Maintain a minimum of six short-term bicycle racks (12 spaces) on the site.
2. Subject to DDOT approval, designate and mark a designated bus drop-off/pick-up zone on Nebraska Avenue, as identified on the site plan included in Pre-hearing Statement (Ex.84C2). This zone will be marked with clear and appropriate signage. Parked buses and cars must have their engines turned off (i.e., no idling).
3. Implement the following policies to reduce single-occupancy vehicle trips to Barrett Fields:
  - a. During the school year, Maret shall require all Maret team members and most coaches to travel to and from Barrett Fields by bus for practices, except team members who live in the neighborhood who may bike or walk to practice, team members who use Metrobus, and up to five coaches who may drive to/from Barrett Fields.
  - b. During the school year, Maret shall require all Maret and visiting team members and most coaches to travel to and from Barrett Fields by bus for games, except team members who live in the neighborhood who may bike or walk to practice, team members who use Metrobus, and up to five coaches who may drive to/from Barrett Fields. Team members whose parents or guardians attended the game may leave Barrett Fields with their parents or guardians.
  - c. During the pre-season, Maret shall require team members and coaches to travel to Barrett Fields by bus, except team members who live in the neighborhood who may bike or walk to practice, team members who use Metrobus, and up to 12 team members and five coaches who may drive to/from Barrett Fields for both the morning and afternoon practice sessions.

- d. Maret shall encourage visitors to Barrett Fields to use the nearby Metrobus C83 or C85 lines (and any additional bus lines), providing connectivity to the Tenleytown and Friendship Heights Metrorail stations.
- e. Maret shall monitor lessees' use of single-occupancy vehicle trips to Barrett Fields and report to Friends and ANC 3/4G and DDOT in the Fall and Spring seasons in the first year of operation and bi- annually thereafter. The monitoring study shall consist of weekday PM and Saturday peak hour vehicle counts to determine the number of vehicle trips generated by the facility when lessees use the fields. If the trip generation for the facility is higher than the peak hour trip generation identified in Table 6 on p. 20 of the January 2022 CTR, Maret shall propose steps that can be taken to reduce the number of such trips. Bi-annual monitoring shall be conducted until such time as the monitoring study reveals that the weekday PM and Saturday peak hour trip generation is at or below the trip generation identified in the then-current CTR for two years. At such time, the monitoring may cease if peak volumes are consistent with the CTR projections.
- f. To minimize the number of vehicles picking up or dropping off at any one time, Maret shall not schedule, nor shall it permit its lessees to schedule games with less than 30 minutes between the end of one game and the scheduled beginning of the second game.
- g. To reduce the amount of total traffic on Maret game days, Maret shall work with St. John's College High School to avoid scheduling home games at the same times.

C. Maret shall provide flaggers in the parking lot to direct traffic to available parking lot spaces during games and practices in which the parking lot is expected to be at or near capacity. Maret shall also request and pay for traffic control officers to direct traffic into and out of the parking lot during events for which more than 75 spectators are anticipated to arrive at the athletic fields by car. Maret shall use flaggers to protect pedestrians who choose not to use crosswalks.

D. Once each fall and spring for the first three years of the athletic fields' use, when the parking lot is at or near capacity, Maret shall survey street parking availability on nearby streets (comparable to the On Street Parking Assessment in the Comprehensive Transportation Review (CTR), Ex.97A1 at pages 17-18) and report the results of the survey to Friends and ANC 3/4G. If the survey shows that parking occupancy exceeds 70% of the available street spaces, Maret will propose steps that can be taken to reduce the number of vehicles parked on nearby streets when the parking lot is at or near capacity.

E. Through signage or another appropriate means, Maret shall notify those who attend events at Barrett Fields that they may not park illegally and must obey all DDOT signage and follow all DC regulations regarding parking on any nearby street. When notified of illegally parked vehicles on nearby streets, Maret shall take prompt and reasonable action to find the vehicle owner and request that the vehicle be moved. If that is not successful, Maret shall call the police for parking enforcement. If a neighbor's or resident's vehicle is blocked from entering or exiting their driveways or is "boxed in" on the street, Maret shall call a rapid response towing service.

F. Maret shall not permit trash and recycling pickup during the following hours:

1. Between 9:00 p.m. and 7:00 a.m. in accordance with DCMR 20-2806;
2. During the school year, from 3:00 p.m. to 5:00 p.m. on weekdays;
3. During the summer, before 9:00 a.m. or after 3:00 p.m. on weekdays; and anytime on Saturdays or Sundays.

G. Maret shall collaborate with Friends and ANC 3/4G to advocate with DDOT for traffic control and traffic mitigation measures on Nebraska Avenue, Utah Avenue, and at the intersection of Military Road and 27<sup>th</sup> Street.

H. The Rittenhouse Street and Utah Avenue alleys will not be used by non-residents spectators to observe games and practices on Barrett Fields.

I. Maret has created and shall maintain a community area open to the public at the intersection of the Rittenhouse Street and Utah Avenue alleys. Maret shall enhance the landscape buffering between this area and the field to prevent its use as a spectator area. Maret shall remove dangerous tripping hazards and fill in depressions to make this community area safe, level, and walkable.

J. The parking lot and Field House will be locked except during the period starting 30 minutes before scheduled use of the field and ending 30 minutes after scheduled use of Barrett Fields. The parking lot may be unlocked when in use by Maret staff. Maret is responsible for ensuring that the field and field house are vacant before the parking lot gate is locked.

K. Activities at Barrett Fields shall be conducted so that they do not impede access by emergency vehicles to and from the Knollwood Life Plan Community on Oregon Avenue, NW. At least one traffic lane shall be made accessible when such emergency vehicles approach the Barrett Fields site.

L. Maret shall comply with all the conditions that DDOT recommended in its February 25, 2022 memorandum to the BZA (Ex. 222, pages 2-4).

#### **IV. MISCELLANEOUS PROVISIONS**

- A. Maret shall reimburse neighbors for any damage to property surrounding Barrett Fields caused by Maret or its lessees on Barrett Fields.
- B. The Parties acknowledge and agree that vegetation will not create an effective sound buffer between Barrett Fields and neighboring properties.
- C. Before the start of the Spring 2026 season, Maret shall install an effective sound barrier surrounding the HVAC system near the Field House.
- D. Maret will not use pesticides on Barrett Fields in accordance with DC Act 19-446 restricting pesticide use and all other applicable regulations.
- E. Before the start of the Spring 2026 season, Maret will install a concrete base in the bio-retention basins to control mosquitoes. Maret shall at all times provide effective mosquito control at the storm basins to the East near private abutting properties and to the West in the community area and near the alley where residents congregate. This shall include implementing the recommendation of DOEE for the permanent construction detail presented to Maret to prevent standing water in the drain basins around the site. This detail would include placing concrete to the height of the lowest invert level of the storm structure to eliminate standing water. In its performance of this requirement, Maret shall agree not to use toxic or environmentally damaging sprays and/or materials.
- F. Maret agrees to work with the ANC to make a joint request to the BZA to vacate the March 2022 MOU and to enter this Agreement in the official record of this proceeding. This Agreement shall not replace or supersede any on-going or future requirements and/or applicable District or Federal laws.

#### **V. COMPLIANCE AND ENFORCEMENT**

- A. The Parties agree to meet for the purpose of fostering consistent communication between Maret and Friends, discussing issues of mutual interest, monitoring conformance and changes to Barrett Fields in operation and or in infrastructure and proposing solutions to problems that exist or arise in implementing this Agreement. The Parties shall meet at the request of either Party, but, for the first two years, at least quarterly. Upon reasonable request, Maret shall provide timely data relevant to Barrett Fields use and issues.
- B. Upon the execution of this Agreement, Friends will appoint a Committee of no more than eight Friends members residing in residences located within 500 feet of the perimeter of the combined parcels formerly owned by Episcopal Center for Children located at 5901 Utah Avenue NW, Washington, DC, 20015.

C. The Committee will be charged with monitoring Maret's compliance with its covenants set forth in this Agreement. The Committee will appoint one or more members to receive communications from the community. The Committee will conduct periodic meetings to discuss community concerns about Maret's operation of Barrett Fields and Maret's compliance with this Agreement. Maret will be given an agenda for each meeting and will be invited to send representatives to each Committee meeting.

D. Any person claiming that Maret has violated this Agreement may submit a complaint to the Committee. The Committee will attempt to resolve the dispute with Maret. If the Committee and Maret cannot reach agreement on any dispute, they will either (a) mediate their dispute with a Mediator supplied by the Office of the Advisory Neighborhood Commissions or by another entity agreed to by the Parties or (b) arbitrate before an arbitrator selected from a panel supplied by the American Arbitration Association or another entity agreed to by the Parties or (c) litigate a breach of contract claim in the District of Columbia Superior Court. Nothing in this Agreement shall require a Party to seek relief from the Board of Zoning Adjustment as a condition of pursuing any remedy set forth in this Agreement.

E. The arbitrator selected to resolve a dispute shall issue a final and binding decision on all issues submitted. The arbitrator shall be authorized to interpret this Agreement and any documents incorporated herein. The arbitrator shall not be authorized to impose added terms and conditions not in this Agreement. The Arbitrator is authorized to impose appropriate remedies for any violation found, including, but not limited to, specific performance (e.g., an order to plant trees), money damages, and fines.

F. Maret will bear two-thirds of the costs of mediation and/or arbitration, including fees, mediator or arbitrator fees, transcripts, etc. Each Party will bear its own counsel costs.

G. Friends' failure to challenge and/or enforce Maret's violation of a specific portion of this Agreement does not constitute an implicit amendment of this Agreement.

## **VI. ADDITIONAL TERMS**

A. Duration and Amendments. This Agreement shall remain in effect for as long as Maret (and its successors and assigns) owns, operates, or uses Barrett Fields. It may not be altered or amended except by a written amendment to this Agreement executed by both Parties. This Agreement may be amended at any time. Each Party is required to negotiate in good faith upon receiving a request to amend the Agreement.

B. Binding Nature. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

C. Headings. The use of headings in this Agreement is only for ease of reference. The headings have no legal effect and are not to be considered part of this Agreement.

D. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile, electronic, or scanned signatures shall constitute originals.

E. No Interpretation Against Drafter. Each Party recognizes that this Agreement is a legally binding contract and acknowledges that it has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either party based on that party being the drafter of such terms.

F. Recitals. The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

G. Recordation. With respect to the covenants that run with the land referenced in Article I, Section D(2) of this Agreement regarding a vegetative visual/privacy buffer, Maret agrees to record these covenants promptly upon execution of this Agreement, in the Land Records of the District of Columbia, to run with the land, for the benefit of current and future property owners.

**SIGNATURES ON NEXT PAGE**

**SIGNATURES**

The Parties have duly executed and delivered this Community Service Agreement as of the dates below:

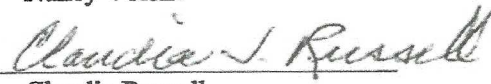
**THE MARET SCHOOL**

By:  Date: 2/23, 2026  
Dennis Bisgaard  
Head of School

**FRIENDS OF THE FIELD**

By:  Date: 2/22, 2026  
Jonathan Axelrod

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2026  
Nancy Voisin

By:  Date: 2/22, 2026  
Claudia Russell

By:  Date: 2/22, 2026  
David Patton

By:  Date: 2/23, 2026  
Joshua Kern

By:  Date: 2/22, 2026  
Jennifer Leonard

**SIGNATURES**

The Parties have duly executed and delivered this Community Service Agreement as of the dates below:

**THE MARET SCHOOL**

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2026  
Dennis Bisgaard  
Head of School

**FRIENDS OF THE FIELD**

By: \_\_\_\_\_ Date: : \_\_\_\_\_, 2026  
Jonathan Axelrod

By: Nancy Voisin Date: : Feb 22, 2026  
Nancy Voisin

By: \_\_\_\_\_ Date: : \_\_\_\_\_, 2026  
Claudia Russell

By: \_\_\_\_\_ Date: : \_\_\_\_\_, 2026  
David Patton

By: \_\_\_\_\_ Date: : \_\_\_\_\_, 2026  
Joshua Kern

By: \_\_\_\_\_ Date: : \_\_\_\_\_, 2026  
Jennifer Leonard

