

ADVISORY NEIGHBORHOOD COMMISSION 3E

TENLEYTOWN AMERICAN UNIVERSITY PARK FRIENDSHIP HEIGHTS

c/o Lisner-Louise-Dickson-Hurt Home 5425 Western Avenue, NW Washington, DC 20015

www.anc3e.org

Resolution Supporting the Application of the National Presbyterian Church, BZA Case No. 18426

Whereas, on June 12, 2012, the National Presbyterian School ("NPS") came before the requesting permission to renovate and expand its facilities, and made promises in writing and representations before the ANC and community.

Whereas, the incremental burden likely to occur if the application is granted is small, though not trivial.

Whereas, NPS has entered into a supplemental voluntary agreement under which it has agreed to provide certain benefits to the community in partial compensation and mitigation for the burden the increased enrollment would impose on the community.

Therefore be it resolved, ANC 3E supports the application of the National Presbyterian Church before the BZA in case number 18426.

ANC 3E approved this resolution at a publicly held meeting on October 11, 2012, which was properly noticed and at which a quorum was present. The resolution was approved by a vote of 5-0-0. Commissioners Jonathan Bender, Matthew Frumin, Tom Quinn, Beverly Sklover and Sam Serebin were present.

ANC 3E

By Matthew Frumin, Chair

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BOARD OF ZONING ADJUSTMENT
District of Columbia

CASE NO. 18426

EXHIBIT NO. 31

Board of Zoning Adjustment
District of Columbia
CASE NO. 18426
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VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (The "Agreement") made this 11th day of October, 2012, by and between the National Presbyterian School ("NPS") and Advisory Neighborhood Commission ("ANC") 3E.

RECITALS

Whereas: On July 12, 2012, NPS came before the ANC requesting permission to renovate and expand its facilities, and made promises in writing and representation before the ANC and community.

Whereas: NPS recognizes that its presence brings additional vehicular traffic to the community and wishes also to support the community and, in the spirit of being a good neighbor has committed, pending acceptance by the groups or institutions involved, that:

1. NPS will donate \$4,000, toward such traffic calming and safety-related measures as DDOT may recommend for Van Ness Street.
2. NPS has implemented a program that is designed to encourage carpooling, mass transit usage, and other non-vehicular modes of transportation, and will consider expanding/increasing those incentives to reduce the overall vehicular pressures associated with the school's operation.
3. NPS pledges to be a willing party to conversations, including without limitation making an officer or officers available for meetings relating to same, related to putting in place a bike trail that may or may not require right of way along the Church's property that fronts Nebraska Avenue.

4. NPS pledges to respond promptly to any specific community complaints raised by pressures associated with faculty and parent vehicular usage.

5. NPS will provide the most environmentally beneficial roofing material possible that is economically feasible, and will report back to the ANC with their findings.

Therefore be it resolved:

ANC 3E supports the application of the National Presbyterian Church (the owner of the property on which NPS is located) before the BZA In case number 18426.

This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter herein and shall not be changed or terminated orally. There are no other warranties or representations made or relied upon by any of the parties to this matter other than those expressly set forth in said Agreement. This Agreement shall be construed in accordance with the laws of the District of Columbia

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

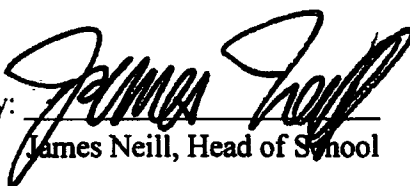
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event any part of this Agreement should be determined by a court of competent jurisdiction or the Board of Zoning Adjustments (BZA) to be invalid or unenforceable, the validity of the rest of the Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part held to be invalid or unenforceable.

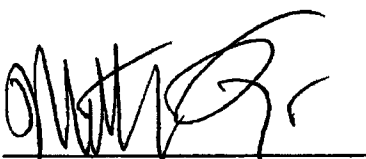
Each party who signs the agreement warrants that he or she is authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below:

National Presbyterian School

ANC 3E

By: 
James Neill, Head of School

By: 
Matthew Frumin, Chair