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2012 NOV -6 AM 8:44

November 5, 2012

Mr. Lloyd Jordan, Chairperson
D.C. Board of Zoning Adjustment
441 4th Street, N.W.
Second Floor
Washington, DC 20001

Re: BZA Application #18435, Friendship Family, LLC – Letter of Support

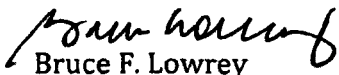
Dear Chairperson Jordan and Members of the BZA:

I am the owner of the property located at 4117 Brandywine, St., NW, the closest residential property to the Friendship Hospital for Animals' (Applicant) property and subject of BZA Application #18435. The purpose of this letter is to notify you of my complete and unqualified support of the proposed Application that will be presented by Friendship Family, LLC at a November 7, 2012 BZA hearing in the above-mentioned Application. *I also withdrawing opposition.*

I have worked with the representatives of Friendship Family, LLC regarding mitigating any adverse impacts that the proposed project will have on my property and I believe that my concerns regarding potential adverse impacts on my property have been adequately addressed in the attached agreement with Friendship Family, LLC and the undersigned dated November 5, 2012.

I believe the project is appropriate for the site and will benefit the Tenleytown and Friendship Heights areas. Therefore, I support the Application and request that the Board of Zoning Adjustment approve it at its November 7, 2012 hearing.

Sincerely,


Bruce F. Lowrey
4117 Brandywine St., NW
Washington, DC 20016

BOARD OF ZONING ADJUSTMENT
District of Columbia

CASE NO. 18435

EXHIBIT NO. 31

Board of Zoning Adjustment
District of Columbia
CASE NO.18435
EXHIBIT NO.31

AGREEMENT

This AGREEMENT is made this ~~5~~⁷ day of November, 2012 by and among FRIENDSHIP FAMILY LLC, a District of Columbia limited liability company ("FFLLC"), Friendship Hospital for Animals ("FHA"), and BRUCE LOWREY ("Lowrey").

RECITALS

A. FHA has operated a veterinary hospital in the Tenley Circle community for 75 years.

B. FFLLC is the owner in fee simple of the property at 4105 Brandywine Street, NW (Square 1732, Lot 822) (the "Subject Property"). FFLLC leases the Subject Property to FHA. The Subject Property is located directly east of the north-south alley in Square 1732 (the "Alley").

C. Lowrey is the owner in fee simple of the property at 4117 Brandywine Street, NW (Square 1732, Lot 804) (the "Lowrey Property"). The Lowrey Property is located directly west of the Alley.

D. The Subject Property is presently improved with a one-story plus basement/cellar building (the "FHA Building") that was constructed in 1960 for the purpose of occupancy by the FHA, and FHA has operated continuously since that time in the FHA Building. FHA operates a general veterinary practice in the FHA Building, including 24-hour emergency care, and also provides specialty veterinary care services. The parking garage for the FHA Building is located in the basement/cellar of the FHA Building, with access from the Alley.

E. The Lowrey Property is presently improved with a two-story plus basement/cellar building (the "Lowrey Building") that was constructed in approximately 1946 as a dwelling. Lowrey purchased the Lowrey Property in 1992, and lived in the Lowrey Building from 1992 until 2009.

F. FFLLC proposes to add a second story and rear addition to the FHA Building, in order to allow FHA to consolidate and relocate its specialty veterinary care services, thus freeing up additional space on the first floor of the FHA Building for FHA's general veterinary practice. The primary purpose of the project is not to substantially increase the capacity for additional patients, but rather to reduce overcrowding in the FHA Building, to bring all aspects and services provided by FHA up to state-of-the-art industry standards, to organize the space more efficiently, and to increase the ability of FHA to provide a more complete range of the highest quality services to the public.

G. FFLLC has applied to the Board of Zoning Adjustment ("BZA") in Application No. 18435 for variance relief from the parking, loading, rear yard and FAR requirements to construct the additional story on the FHA building, and has requested the support of the ANC for that BZA application.

H. By letter dated October 1, 2012, attached as Exhibit A, Lowrey has requested that FFLLC and FHA incorporate certain features, as further described below, in order to mitigate any potential adverse impacts that FHA's proposed expansion plans will have on the Lowrey Building. In exchange for Lowrey's formal written support of the BZA application, FFLLC and FHA have agreed to the terms of that support, as described herein.

TERMS OF AGREEMENT

A. FFLLC and FHA agree that in exchange for Lowrey's written support for the BZA application filed by FHA and FFLLC, and his timely submission to the BZA of a letter of support prior to the public hearing in Application No. 18435, and after issuance of a BZA order approving the application, and the expiration of the applicable appeal period with no appeals having been filed:

1. Valet Parking

(a) In order to facilitate client and patient arrivals to FHA, FHA will apply to DDOT for permission to establish a "No Parking" zone, in which short term stopping only is permitted, in front of the hospital on Brandywine Street. The purpose is to allow clients of FHA to stop temporarily to exit their vehicles in order to drop off their pets. The space may also be used by FHA for other deliveries.

(b) Upon issuance of a Certificate of Occupancy for the new second floor of the FHA Building, FHA will provide free 24-hour valet parking for clients who request this service. FHA will initially lease four off-street parking spaces for this purpose. After one year, FHA will re-evaluate this service, in consultation with the ANC, to review the necessity and the demand for such service, and to determine whether the service should be expanded, or contracted, or terminated. Changes to the program, if any, shall be made only with ANC support.

(c) FHA will investigate the feasibility of applying for permission under 24 DCMR, Chapter 16 to establish valet parking in the public space adjacent to Brandywine Street. Lowrey and FHA understand that the ability to provide valet parking is discretionary and is subject to approval by the Public Space Committee. Additionally, the ANC and FHA understand that there is a fee payable to the District associated with the discontinuance of availability of metered parking in front of the FHA Building in order to provide valet service, as well as a separate hourly fee per parking space used for the establishment of valet parking in public space, and other licensing requirements.

(d) If FHA determines that it is financially infeasible for FHA to provide valet parking in front of the FHA Building in the public space, FHA may, in consultation with the ANC and Lowrey, provide such service from within the FHA Building garage. If such service is provided from within the FHA Building

garage, then except for the parking spaces noted in paragraph A.2.a below, valets exiting the garage with vehicles will be instructed to drive north in the alley, rather than driving south, so as not to pass by the Lowrey Building when exiting the FHA Building garage.

2. Parking Garage Layout

(a) The two southern-most parking spaces in the FHA Building garage, closest to Brandywine Street, that have direct access to the Alley will be marked for "Back In Only" as well as "Compact Only", and will, upon commencement of the valet parking system discussed in paragraph A.1 above, also be marked for "Valet Only". Notwithstanding the "Valet Only" designation, FHA overnight staff will be permitted to use those spaces during the overnight shift at FHA.

(b) As part of the construction of the addition to the FHA Building, the FHA Building parking garage entrance/exit will be relocated northward, away from the Lowrey Building. The two new parking spaces that will be located in the area of the current parking garage entrance/exit will be marked with signage visible from the alley stating "Do Not Enter", and will be marked with signage visible from inside the garage stating "Head-In Parking Only". Cars parked in those two new spaces will face outward toward the alley, so that they will pull forward into the alley when exiting the FHA Building parking garage.

(c) The intention of this paragraph A.2 is that no vehicle will back out of the FHA parking garage into the Alley.

3. Acoustical Treatment of Parking Garage

(a) As part of the construction of the addition to the FHA Building, a new solid masonry wall will be constructed along the perimeter of the FHA Building garage between the new northern entrance/exit to the parking garage and the current entrance/exit to the parking garage that are described in paragraph A.2.b above.

(b) FFLLC will retain the services of an acoustical engineer to conduct sound measurements prior to commencement of construction of the addition to the FHA Building, and again after completion of construction of the addition to the FHA Building, to determine the extent to which additional reasonable improvements (in terms of acoustical treatments) are necessary to reduce any noise disturbance emanating from the FHA Building parking garage. If after completion of construction, there are noise disturbances from within the FHA Building garage which do not fully comply with all applicable DC Noise Code standards and requirements, specifically with respect to neighboring residentially zoned property, additional improvements and acoustical treatments in the FHA Building garage area shall be implemented as soon as possible to bring the garage

area into compliance with the applicable DC Noise Code standards and requirements. Lowrey shall be provided a copy of the acoustical engineer's report and recommendations.

4. Deliveries to FHA--FHA will instruct delivery personnel making deliveries to FHA to park their vehicles either in the freight loading zone on the south side of Brandywine Street, NW, across from FHA (if a freight loading zone is established by DDOT in that area), in the "No Parking" zone established directly in front of the FHA on Brandywine Street (if established by DDOT in that area, and if permitted by applicable DDOT regulations) or along the east side of the Alley, north of and adjacent to the parking garage entrance/exit. Delivery personnel will be instructed to use the vehicle entrance/exit to bring deliveries into FHA, and not to use the "Do Not Enter" parking spaces described above in paragraph A.2.b (when established) to bring deliveries into FHA. Eighteen-wheel transfer trucks will be required to make deliveries in the loading zone on Brandywine St. and not in the Alley.

5. Roof -- As part of the construction of the addition to the FHA Building, FFLC will extend the rear stairway in the new second floor up to the roof, and will provide an area on the roof for dog walking by FHA personnel. This dog walking area will be surrounded by a solid enclosure of six feet in height.

6. Metal siding -- FFLC agrees not to use reflective metal siding panels that will cause reflective glare to the Lowrey Building or overheat the Lowrey Building with reflected solar radiation.

7. Construction Management Agreement-- FFLC will work with the ANC and Lowrey to establish a reasonable Construction Management Agreement in advance of the issuance of construction permits for the addition to the FHA Building. The details of such agreement will require the input of FFLC's construction management team and the general contractor for the project, neither of which have been identified as yet. However, such agreement will include at least the following:

(a) Construction Hours, which shall be the same as the construction hours stated in the Memorandum of Understanding between ANC 3E and the developer of the project known as Zoning Commission Application No. 10-23, "Babe's Billiards", located at 4600 Wisconsin Avenue, NW. i.e., other than emergency repairs, 7:00 am to 8:00 pm Monday - Friday, except that Saturday hours shall be limited to 9:00 am to 5:00 pm.

(b) Communication mechanism between the general contractor and Lowrey

(c) Site management, including mitigation of noise, dirt and dust during construction activities

(d) Site cleanliness, including the Alley

- (e) Traffic management plan for construction vehicles
- (f) Pre-construction and post-construction surveys of the Lowrey Building and Lowrey Property, and repair of any damage to either, occurring as a direct result of construction activities on the FHA Property
- (g) No construction crane swings over the Lowrey property without an express written construction crane swing agreement
- (h) Provision of copies of building permits and construction documents to Lowrey
- (i) No construction office trailers or portable toilets shall be located in the Alley
- (j) General contractor to strictly enforce the terms and conditions of the Construction Management Agreement with all subcontractors
- (k) Delivery of construction-related equipment and materials in the Alley shall be restricted to 8 AM to 7 PM, Mondays through Fridays, 9 AM to 5 PM on Saturdays. Prior agreement of Lowrey is required for deliveries outside of those timeframes.
- (l) No dynamite or other blasting as part of the construction process
- (m) Institution of a complaint procedure, and a process for reimbursement of repairs for damage to the Lowrey Property or the Lowrey Building caused by the construction
- (n) Prompt repair of any utility cuts to the Lowrey Property during construction
- (o) A construction dumpster may be located on the east side of the Alley, adjacent to the northern portion of the Subject Property, and as far away as possible from the Lowrey Building

In the event the formal construction management agreement is not reached, the parties to this agreement do hereby agree to the following minimum terms and conditions:

- (a) Construction Hours, which shall be the same as the construction hours stated in the Memorandum of Understanding between ANC 3E and the developer of the project known as Zoning Commission Application No. 10-23, "Babe's Billiards", located at 4600 Wisconsin Avenue, NW, except as noted in Paragraph A.7.a. above.

(b) No construction related vehicles or the vehicles of construction workers shall park, load or unload on the west side of the Alley next to 4117 Brandywine St., NW, but instead shall be limited to such activity on the east side of the Alley. If it becomes necessary for a construction vehicle to pass another construction vehicle which is parked, or is loading or unloading in the Alley, a construction crew member will help to guide the passing vehicle, in order to help to keep it away from the Lowrey Building and other improvements on the Lowrey Property as much as possible. Unless it is necessary for safety or for proper truck operations, any construction vehicles that are parked, or are loading or unloading in the Alley shall have their engines turned off during such operations.

(c) There shall be no construction crane swings over the Lowrey property without an express written construction crane swing agreement

(d) Overtime hours shall be kept to a minimum and only if they don't result in unacceptable noise disturbance levels as defined in DC noise regulations.

(e) FHA shall include language in construction related agreements that requires the developer or prime contractor to strictly enforce the terms and conditions of any and all subcontractors.

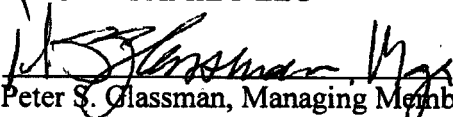
(f) FFLLC agrees that to the maximum extent possible, the construction work shall be sequenced so that the exterior of the building (foundation, walls and roof) shall be constructed first, and window openings shall be enclosed, before interior work is undertaken. The intent of this provision is to minimize the duration of construction noise for the occupants of the Lowrey Building.

(g) FHA shall ensure that any and all HVAC equipment is located so that it does not violate DC noise regulations.

(h) Delivery of construction-related equipment and materials in the Alley shall be restricted to 8 AM to 7 PM, Mondays through Fridays, and 9 AM to 5 PM on Saturdays. Prior agreement of Lowrey is required for deliveries outside of those timeframes.

B. The terms of paragraphs 1, 3, 5 and 7 of this AGREEMENT are intended to be not inconsistent with the applicable terms of paragraphs 1, 2.a, 4.a, and 4.b of the October 11, 2012 AGREEMENT among FFLLC, FHA and ANC 3E (the "ANC" Agreement"), which is attached as Exhibit B hereto.

FRIENDSHIP FAMILY LLC

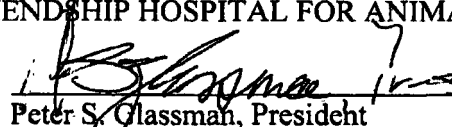
By: 
Peter S. Glassman, Managing Member

BRUCE F. LOWREY

By: 

FRIENDSHIP HOSPITAL FOR ANIMALS, INC.

By:


Peter S. Glassman, President

#11779714_v1

1 October 2012

Mr. Chris Collins
Holland & Knight
2099 Pennsylvania Ave., NW
Washington, DC 20006

Dear Chris:

As promised in our last meeting, the following is a list of potential solutions that I believe can mitigate the adverse impacts that the proposed plans to expand Friendship Hospital for Animals will have on my home:

- 1.) Implement a 24/7 valet parking service combined with the construction of a lay-by at the front entrance of the hospital. This will help alleviate the noise, pollution and damage caused by parking and delivery of animals that will occur next to my home in the alleyway.
- 2.) Reconfigure the existing receiving area in the garage and convert it back to two parking spaces. Then convert the two parking spaces that open out into the alleyway by my home into a receiving area. This will eliminate the noise, damage and pollution affecting my home caused by cars ingressing and egressing the two parking spaces.
- 3.) Wall off the four parking spaces in the proposed cellar/basement plan that are closest to the alleyway and have the cars ingress and egress the parking garage via the back entrance/exit. This will eliminate the noise and pollution affecting my home caused by cars ingressing and egressing the parking spaces.
- 4.) Require all deliveries to be made from the designated delivery zone on Brandywine St., NW. If this area is not available and a delivery has to be made in the alleyway, require FHA staff to not accept any delivery from any vehicle that parks in the immediate vicinity of my home. In other words, the FHA staff will be required to direct all delivery vehicles to park in a designated space in the alleyway at the northern lot line of my home and not accept any deliveries if a delivery vehicle refuses to comply. This will eliminate the noise, damage and pollution affecting my home caused by delivery vehicles that make deliveries in the alleyway adjoining the physical boundaries of my home. I'd like to formalize this in a binding legal agreement between me and FHA and include it as part of the zoning order.
- 5.) Extend the elevator up to the proposed second story roof and construct a green roof where animals can be walked vs. walking them in the immediate vicinity of my home and other residential areas. This will alleviate the fecal and urine deposits in the alleyway and sidewalk areas next to my home which create a foul odor and draw large numbers of blowflies. The roof area must be fenced off with a 6' high noise insulated fence.

EXHIBIT A.

- 6.) The current plans call for metal siding to be installed on the west side of the proposed addition. This siding must be non-reflective so as not to cause reflective glare and overheat my home with reflected solar radiation during the summer months.

I will forward the additional items I promised you, e.g., noise study report, letter to ANC 3E and notional construction agreement in a separate e-mail.

I would like to meet with you again at your office this week if convenient. Please let me know when you have some time and I will accommodate. I'd also like to know the status of the traffic and light study Dr. Glassman promised to provide.

Respectfully,

Bruce

Bruce F. Lowrey
4117 Brandywine St., NW
Washington, DC 20016