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January 2, 2013

Board of Zoning Adjustment
441 4th Street, NW, Suite 200/210-S
Washington, DC 20001

Application Number 18494
Lauriol Properties LLC Cactus Cantina

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John H. Hammer and Peter L. Klempay, the owners and residents of 1767 T Street, NW, and Maria L. Haber, the owner of 1769 and 1771 T Street, NW and resident of 1769 T Street, NW, write in connection with the above Application. 1767 – 1771 T Street, NW are immediately across T Street from 1780-1782, the premises involved in the application.

We have two issues with Lauriol Properties application:

- 1) Lauriol's failure to provide SUFFICIENT landscape screening TO BLOCK THE view FROM residential houses on T Street WHICH OVERLOOK THE LAURIOL LOT. When Lauriol developed the property, Lauriol promised to retain and enhance landscaping along T Street, in a Voluntary Agreement. Neighbors paid for and built a beautiful, leafy garden along the entire T Street frontage of Lauriol's property. It was one of the community's prize accomplishments. Of six trees, only two remain because of vehicular and storm damage. This leaves the parking lot in clear view from T Street's 3-story houses across from the parking lot.
- 2) Noise and traffic congestion, ESPECIALLY AT NIGHT, caused by Lauriol's use of T Street for current valet parking: Drop off and retrieval of cars in Lauriol's Loading Zone on commercial 18th Street would eliminate this problem, and thereby returning the peace and quiet we had on T Street before Lauriol's arrival.

In summary, if our two concerns would be met, we would not object to the continuation of using the premises of 1780-1782 T for parking:

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 18494
EXHIBIT NO. 24

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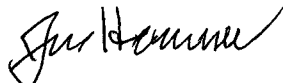
- 1) A new landscape plan which includes at least the replacement of the missing 4 tall trees that are relatively fast growing and with wide branch structure that screens the lot.
- 2) Use of valet parking with drop-off and retrieval of cars in the Loading Zone on 18th Street from 6 PM to close of business daily. Car drop-off only in Lauriol's parking lots on T Street and at 18th & California Streets, not in ON-street PUBLIC parking spaces.

Lauriol has built a beautiful restaurant THAT IS A LANDMARK IN THE NEIGHBORHOOD. We like it and we eat there often. We also like the residential feel of our neighborhood and want to preserve it. WE ALSO BELIEVE IT IS THE BOARD'S INTEREST TO MAINTAIN PROPER TRAFFIC FLOW, AND PEACE AND QUIET AT EVENING HOURS WHEN LAURIOL'S BUSINESS IS AT ITS PEAK.

We are not asking for anything unreasonable. We simply want Lauriol to be the good neighbor they promised to be when they asked to use the residential lots for commercial parking.

We urge you to take our requests into consideration when allowing the continued use of an accessory parking lot under section 214, in an R-5-B District.

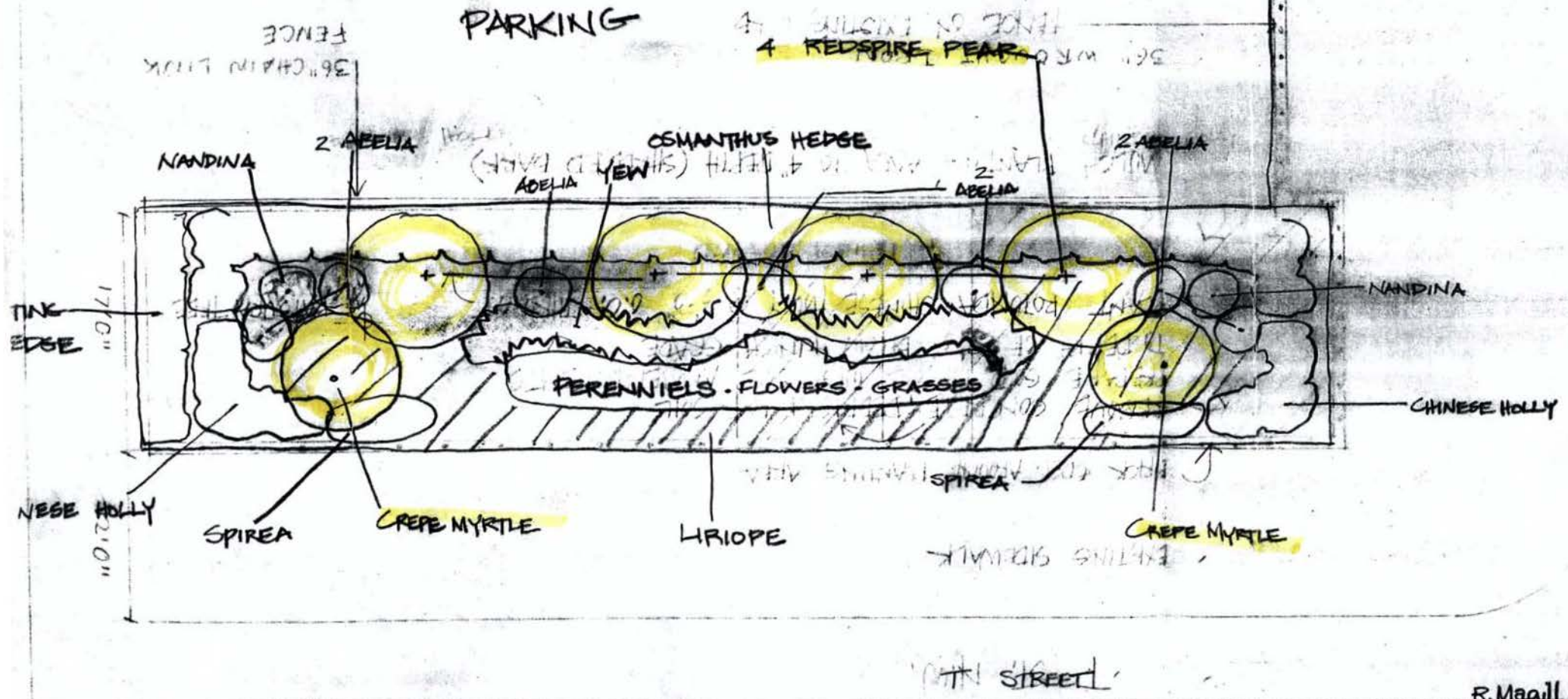

Peter Klempay


John Hammer


Maria L. Haber

Attachments re garden: 18th & T Street's original Planting Plan – Designed by R. Magill, 3-27-94
Voluntary Agreement, see Para. 6, re maintenance of Garden

18TH & T STREET PLANTING



R. Magill
3-27-94 RE

T STREET

VOLUNTARY AGREEMENT

THIS AGREEMENT made this 31st day of July, 1997, by and between Lauriol Plaza, Inc. ("Applicant") and Maria L. Haber, John H. Hammer, Peter L. Klempay and F. Carl Matthaei, III ("Protestants").

WITNESSETH

WHEREAS, Applicant has entered into a lease for the property located at the corner of 18th and T Street, NW, sometimes known as 1835 18th Street, NW (the "Premises"), and plans to construct a restaurant with parking (the "Project");

WHEREAS, Applicant has applied for approval for transfer of a retailer's license class CR issued by the Alcoholic Beverage Control Board of the District of Columbia to the Premises for the operation of the restaurant known as Lauriol Plaza, currently located and operated at 1801 18th Street, NW, Washington, DC; and

WHEREAS, the parties have agreed to enter into this Voluntary Agreement and to request the Alcoholic Beverage Control Board to approve the issuance of Applicant's transfer application condition upon Applicant's compliance with the terms of this written Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows.

- 1 The recitals set forth above are incorporated by reference.
2. Applicant agrees that in the construction of its new restaurant and development of the property, the "Garden Wall" designated and identified on the plan attached hereto as Exhibit A, shall extend from the T Street entrance to the parking area to the western wall of the house located at 1778 T Street, NW, Washington, DC. In addition, the gate to the parking area entrance from T Street shall be kept closed, except for ingress and egress of vehicles, during all hours that the restaurant is closed to the public.
3. Applicant shall contract with a trash company to have trash picked up from the Premises at least once per day, including Sundays. The contract shall provide that the trash contractor shall access the loading dock of the Premises from the alley running along the south side of the Premises and that the trash contractor shall not enter or exit the lot upon which the Premises is located from the T Street parking entrance and shall only remove trash from and around the premises between 7:00 a.m. and 10:00 a.m.

FCH/3 M & AL
P. C. M
PCH JHH

4. Applicant shall use its best efforts to have an area on 18th Street adjacent to the Premises designated as a "Loading Zone" as soon as existing regulations allow. Applicant shall require liquor distributors, food purveyors and other vendors to unload trucks in the loading zone and transport the materials by hand truck or cart to the front entrances or the service entrance located in the rear of the building. Applicant will not use T Street for any and all trucks serving the Premises.

5. Applicant shall improve the appearance of the house located at 1778 T Street, NW as follows:

A. The existing wire fence will be replaced with an iron ornamental fence and the barbed wire fence in the backyard will be removed.

B. The exterior facade of the house shall be painted.

C. A garden area will be developed in front of the house consistent in appearance and location with the existing garden adjacent to the north boundary of the Premises on T Street.

6. Applicant shall retain and maintain the existing garden on T Street adjacent to the Premises except for that portion of the garden to be removed in connection with access to the parking area.

7. Protestants hereby withdraw their protest and join with Applicant in requesting the Alcoholic Beverage Control Board to accept this Agreement as a condition of approval to the transfer of Applicant's license. Protestants also agree to support Applicant's public space permit application for sidewalk cafe use on the 18th Street side of the Premises as shown on Exhibit A and any permits or approvals which Applicant may seek in connection with the continuing the current use for parking of the residential lots adjacent to the Premises including approval by the Board of Zoning Adjustment.

8. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

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

F&B mlt
P. [Signature]
PR jtt

WITNESS:

Andrew J. Kline
Andrew J. Kline

APPLICANT:

LAURIOL PLAZA, INC.

By: Raul Sanchez
Raul Sanchez, President

PROTESTANTS:

Lewis J. Saret
Lewis J. Saret

Maria L. Haber
Maria L. Haber

Lewis J. Saret
Lewis J. Saret

John H. Hammer
John H. Hammer

Lewis J. Saret
Lewis J. Saret

Peter L. Klempay
Peter L. Klempay

P. Q. Braden
P. Q. Braden

F. Carl Matthaei III
F. Carl Matthaei III