

March 7, 2014

BY HAND DELIVERY

Lloyd J. Jordan, Esq.
Chairperson
Board of Zoning Adjustment
441 4th Street, N.W., Suite 210
Washington, D.C. 20001

Re: BZA Application No. 18651
319 A Street, N.E.
Rear of 319 and 321 A Street, N.E.
(Lots 22 and 827, Square 786) ("Property")

Dear Chairperson Jordan and Members of the Board:

On March 4, 2014, Ms. Janet L. Schmidt filed a document titled "Opposing Neighbor's Response to Applicant's Brief on ROI of Proposed Development" ("Schmidt Response"). As more fully detailed herein, the Schmidt Response is entirely self-serving, not credible, not offered in good faith and misleading to the Board. As a result, the Applicant is compelled to submit this brief letter for the Board's assistance in evaluating the lack of credibility and inadmissibility of the Schmidt Response.

On the February 25, 2014, the Applicant submitted the detailed and well-documented economic information and analysis requested by the Board. The Schmidt Response attempts to respond to the Applicant by relying on two (2) purportedly separate unsolicited offers made to purchase parts of the Applicant's property. It is readily apparent the offers were not unrelated, but instead were, self-serving, not credible, not offered in good faith and offered by Ms. Schmidt, a licensed attorney, to mislead the Board.

1. The Schmidt Offer: At the December 18, 2013 meeting between the Applicant and the Neighbors, Ms. Schmidt made an oral offer to the Applicant to purchase Lot 22 for \$75,000.00 and the rear of Lot 827 for \$150,000.00. Exhibit A. (Minutes of the December 18, 2013 meeting produced Karen Wallace, one of the Neighbors). The Applicant reasonably rejected the offer based on the following:

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 18651
EXHIBIT NO. 65

Board of Zoning Adjustment
District of Columbia
CASE NO.18651
EXHIBIT NO.65

Lloyd J. Jordan, Esq.

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- a. The offer was oral and undocumented;
- b. The offer amount of \$225,000.00 was so excessive as to be not credible;
- c. Ms. Schmidt was not a credible purchaser providing any verification of her ability to afford the \$225,000.00 offer price or to consummate the transaction;
- d. Ms. Schmidt's offer was not made in good faith pursuit of an arms length transaction, but for the sole purpose of manufacturing "evidence" to be used against the Applicant in these proceedings; and
- e. Ms. Schmidt never pursued her offer or provided any further documentation that would demonstrate her willingness or ability to complete the purchase transaction.

2. The Fernstrom Offer: On March 3, 2014, Applicant's counsel received by fax and email an unsolicited written offer to purchase Lot 22 for \$83,000.00. Exhibit B. It is no coincidence that the Fernstrom Offer was immediately embraced by the Schmidt Response a day later. The Applicant determined that the Fernstrom Offer was not credible and not offered in good faith for the following reasons:

- a. The offer was unsolicited and from an unknown source, including unidentified fax number and unknown out-of-state address.
- b. Applicant was not able to independently verify Mr. Fernstrom's identity, location, or financial ability.
- c. Mr. Fernstrom is not a disinterested third-party. Ms. Schmidt's request for party status in opposition lists Mr. Fernstrom as an expert witness in "real estate development and land use." Exhibit C.¹
- d. The Delaware address provided by Mr. Fernstrom is listed as "Bank Approved Short Sale." Exhibit D.

¹ Ms. Schmidt also listed Mr. and Mrs. Kolb and Barbara Keeling as witnesses in opposition. In reality both supported the Applicant's project and had not authorized Ms. Schmidt to list them as opposition witnesses. Exhibit E. (Tom Kolb – "I am in support of your plan. I was stunned when you told me that Barbara (sic) Schmidt named me as a witness on behalf of opposition to the project. This is, to put it charitably, a figment of her imagination.")



GREENSTEIN DELORME & LUCHS, P.C.

www.gdlaw.com

Lloyd J. Jordan, Esq.

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As set forth, the Applicant respectfully requests the Board to determine the Schmidt Response was not offered in good faith to provide credible evidence and should be ruled inadmissible.

Very truly yours,

GREENSTEIN DELORME & LUCHS, P.C.

A handwritten signature in blue ink, appearing to read "JPB", is written over a horizontal line. The signature is stylized and cursive.

John Patrick Brown, Jr.

Enclosures

By Electronic Mail

cc: ANC 6C

Mr. Matthew Jessick, Office of Planning

Janet L. Schmidt, Esq., Designated Representative of Neighbors

Exhibit A

John Patrick Brown Jr.

From: kwallace97@verizon.net
Sent: Monday, December 30, 2013 8:52 AM
To: John Patrick Brown Jr.; skwall4@verizon.net; info@capitolhillstay.com; snolde@verizon.net; donnamarcus308@gmail.com; elliotseisenberg@gmail.com; mcdonald20009@yahoo.com; jayeelleschmidt@gmail.com; schmidtjanetlouis@yahoo.com; kwallace97@verizon.net; hansen@amhmail.com; jn50th2@aol.com; sclain@maxinter.net; hansensusan@verizon.net; harkabsp@hotmail.com; schmidlepj@mac.com
Cc: Kate M. Olson; Jacques B. DePuy; johnhardyfitzgerald@gmail.com; msullivan@sullivanbarros.com
Subject: Meeting minutes from Dec 18.

Minutes from December 18, 2013 meeting:

(The following notes are not in the specific order of the discussion of the meeting.)

Construction was broken down to phase 1 and phase 2. Phase 1 is the demolition of the current structure and the building of the shell. Phase 2 is the interior construction.

Construction hours were again discussed. The neighbors who were present were ok with the hours of construction being 8:00am to 6:00pm Monday thru Friday for Phase 1. For Phase 2 the neighbors who were present were ok with the 7-7 hours as long as any noisy work not commence until after 8 am, especially on Saturday.

There will be a dumpster placed inside one of the garage spaces while the building is being removed. This dumpster will not be placed in any public space. After the initial demolition construction debris will be removed daily.

The neighbors who have private trash collection stated that they do not want the construction workers lunch trash or construction trash placed in the private trash collection bins.

Currently there is no demolition permit issued; however there is approval for razing the current structure.

The parking of construction vehicles was brought up. The owners of the private parking space in Miller's Court reiterated that they did not want the construction vehicles or worker vehicles parking in Miller's court. In the past they have had workers for Fitzgerald properties and tenants and guest from the Miller's court apartments parking in the private spots. They also expressed the problem of people parking in front of the Miller's court apartments and how it makes it very difficult for the residents to park in the private parking spots.

The question was raised if Mr. Fitzgerald would request temporary Zone 6 parking passes for the construction workers vehicles. Mr. Fitzgerald said he was not able to say no to this question.

There was some discussion about closing the alley at different times based on scaffolding or ladders being placed in the alley for building the structure.

The gas meter will be placed in the alley public space on the 4th St. side of the alley. There was discussion about ways to place this inside the structure. It was discussed that this meter has not been placed on the

plans. It was further discussed that there would be bollards placed around the gas meter which would be placed in the space on the 4th St. side of the alley.

The suggestion was made for Mr. Fitzgerald to contact the neighborhood churches to discuss using the church parking spaces for construction workers parking.

Mr. Fitzgerald stated that demolition would take about 2 days.

The air conditioning unit will be on the roof.

The question came up about what the current structure (as garages) would sell for. Mr. Fitzgerald said \$35-\$40k. Ms. Schmidt offered Mr. Fitzgerald \$75K for the one on the right and \$150K for the one on the left. Mr. Fitzgerald declined the offer.

The address of the current structure was discussed. It will have a Miller's Court address, most likely 320, however, the district assigns the address and that won't be determined until after BZA approval.

It was discussed that the neighbors would be provided the contact info for someone for construction issues that are going on.

There was discussion about the feasibility of someone buying the property and then renting it out. Mr. Fitzgerald was asked how much he would be asking for the property and he said \$900-\$950K. He felt as a business man that this made the sale of the property for rental purposes not a good decision.

The property would be assigned a single family dwelling which would mean it could have up to 6 non related people living in it. This again brought up a discussion of the design of the building and parking associated with that number of people living in the property. A neighbor asked why they didn't design the building with two garages downstairs and the living spaces upstairs. Mr. Fitzgerald said that design wouldn't work because there would be no living space. Current design has 3 bedrooms upstairs and a living space and garage on the downstairs side.

Mr. Fitzgerald stated that the water line would come up the alley from A St. NE to Miller's Court. Mr. Fitzgerald stated that this would take 3-4 days. The District would be doing the work and they would be adding a new water line not connecting to the current line. Mr. Fitzgerald stated that he did not believe the neighbors would lose water for long periods of time. Mr. Fitzgerald did not know when during construction that the District would put in the new water line. The neighbors expressed skepticism that this process would take 3-4 days.

The current utility pole would be replaced with a taller pole and the utilities moved higher. Mr. Fitzgerald contacted someone about the utility pole being replaced but he did not find out the impact of replacing the pole on the neighbors (disruption of internet, phone, and cable). The neighbors expressed concern about this since some use internet for working at home and for school work. Mr. Fitzgerald was asked again to find out what the impact to the neighbors would be for replacing the pole.

Mr. Fitzgerald stated that he would be required to pay the District to fix the alley for any parts that are dug up.

The shadow study was discussed about the loss of sunlight to 315 and 317 A St. NE during the mornings in the winter.

There was a discussion about taking this issue back to the ANC. It was stated by both Mr. Fitzgerald and the neighbors that they do not believe that the ANC would bring the issue back to the ANC even if the neighbors requested it.

It was also brought up that the letter that the ANC submitted to the BZA was not an accurate reflection of the neighbors. The neighbors acknowledge that they should have been aware of ANC meetings and attend them to express their concern but the neighbors also stated that they should have been notified of the ANC meeting and that they did not believe that Mr. Fitzgerald acted in good faith to let the neighbors know about the ANC meeting. Mr. Fitzgerald stated that the ANC told him he only needed to contact 3 of the neighbors, the owners of 321, 317 and the Miller's Court Apartment. The neighbors asked that Mr. Fitzgerald to submit something to the BZA to say that the BZA should not put much weight on the ANC approval letter. Mr. Fitzgerald declined to do this.

Mr. Brown discussed preparing a development/construction management agreement which will be submitted to the BZA to be incorporated as a BZA conditions. The agreement draft will be sent out the first full week of January and another meeting to discuss the draft.

The neighbors at 317, 314, 325, and 327 were unable to attend this meeting.

People present:

Pat Brown – lawyer
John Fitzgerald – property owner
Donna McLean and Marcus Peacock– neighbor
Karen and Andrew Wallace – neighbor
Chris and Sylvia Nolde – neighbor
Sue Clain – neighbor
Janet Schmidt – neighbor

This is what I recall of the meeting if anyone else has more information to be added please let me know.

Exhibit B

*** FAX TX REPORT ***

TRANSMISSION OK

JOB NO.	1515
DESTINATION ADDRESS	912024521410
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	03/03 12:48
USAGE T	01' 41
PGS.	5
RESULT	OK

John R. Fernstrom
29242 Park View Drive
Dagsboro, DE 19939

March 3, 2014

VIA FAX TO (202-452-1410) AND EMAIL TO (jpb@gdllaw.com).

John P. Brown, Jr.
Greenstein Delorme & Luchs, PC
1620 L Street NW
Suite 900
Washington, DC 20036

Re: Former stable building at the rear of 321 A Street NE (Square 786 lot 22)

Dear Mr. Brown:

I am directing this letter to you in your role as legal counsel for Peter Jerry Fitzgerald, who apparently holds title to the above referenced property in his capacity as Trustee under Item Ninth of the Will of Joseph Fitzgerald, Jr., deceased. If you do not represent Mr. Fitzgerald's interests with respect to a possible sale of the property, I would ask that you let me know that and either forward this offer to him or inform me as to how I may do so.

I was a real estate developer and bank chairman in the D.C. area and continue to engage in real estate investment for my own account. Attached for Mr. Fitzgerald's consideration is my unconditional cash offer to purchase the above stable property. If Mr. Fitzgerald accepts my offer, then I will immediately obtain a title insurance binder for the property from Capitol Title with the intent of having them conduct a closing within 10 days thereafter.

As you can see from my purchase offer, I will be paying the closing costs and conveyancing fees associated with the transaction such that it is a net deal for your client. Also, you will note that, in conjunction with this offer, I am making an earnest money deposit in the amount of \$5,000 into the escrow trust account of Michael Taylor, Esq. to bind my performance under the proposed contract. Upon contract acceptance, the deposit will be transferred to Capitol Title pending closing.

While my offer stands until the 18th of March, it would be helpful to hear from you at your earliest convenience if an expeditious settlement of this transaction is desired. I will be mailing you an original of the attached offer as well. If you have any questions, I can best be reached by email at JohnRFernstrom@hotmail.com. Thanks for your attention to this matter.

John R. Fernstrom
29242 Park View Drive
Dagsboro, DE 19939

March 3, 2014

VIA FAX TO (202-452-1410) AND EMAIL TO (jpb@gdllaw.com).

John P. Brown, Jr.
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Sincerely,


John R. Fernstrom

Enclosure: Purchase offer agreement with copy of earnest money deposit

cc: John Fitzgerald (with enclosure) via email to: chip@fitzprop.com

AGREEMENT TO PURCHASE REAL ESTATE

The undersigned (herein "Purchaser") hereby offers to purchase from the owner (herein "Seller") the real estate located at the rear of 321 A Street NE in the city of Washington, County of N/A, State of District of Columbia, the legal description of which is: Square 786 Lot 22 comprising a land area of 490 SF, more or less, along with a brick garage structure thereon.

upon the following terms and conditions:

1. Purchase Price and Conditions of Payment

The purchase price shall be Eighty three thousand Dollars (\$83,000.00) to be paid in accordance with subparagraph "A", below:

A: Cash. The purchase price shall be paid in its entirety in cash at the time of closing the sale.

B: Cash Subject to New Mortgage. The purchase price shall be paid in cash at the time of closing the sale subject, however, to Purchaser's ability to obtain a first mortgage loan within _____ days after the acceptance of this offer by Seller in the amount of \$_____, payable in not less than _____ monthly installments, including interest at a rate not to exceed _____% financing. If such financing cannot be obtained within the time specified above then either Purchaser or Seller may terminate this agreement and any earnest money deposited by Purchaser will be promptly refunded.

C: Cash Subject to Existing Mortgage. The purchase price shall be paid in cash at the time of closing the sale after deducting from the purchase price the then outstanding balance due and owing under the existing mortgage in favor of _____, dated _____, 20____, in the original amount of \$_____; of such mortgage debt is approximately \$_____ as of _____, 20____.

D: Cash With Assumption of Existing Mortgage. The purchase price shall be paid in cash at the time of the closing of the sale after deducting from the purchase price the then outstanding balance due and owing under the existing mortgage in favor of _____, dated _____, 20____, having a present balance of approximately \$_____, as of _____, 20____, which the purchaser hereby assumes and agrees to pay in accordance with its terms and to perform all of its provisions; purchaser shall pay any and all payments coming due after the closing of the sale. Any transfer fees required by the mortgage shall be paid by_____.

E: Sale by Land Contract. The purchase price shall be paid in accordance with the certain land contract attached hereto and incorporated into this contract by this reference. The down payment to be made at the time of closing this sale shall be \$_____ and the balance of \$_____ shall be paid at the rate of _____% per annum.

2. Earnest Money Deposit

As earnest money Purchaser deposits \$\$5000.00 with the broker which shall be applied to the purchase price at the time of closing the sale. In the event that this offer is not accepted by Seller this earnest money deposit shall be promptly refunded to Purchaser by the broker. In the event that this offer is accepted by Seller and Purchaser shall fail to perform the terms of this agreement the earnest money deposit shall be forfeited as and for liquidated damages suffered by Seller. Seller is not, however, precluded from asserting any other legal or equitable remedy, which may be available to enforce this agreement.

3. Real Estate Taxes, Assessments, and Adjustments

Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the property through that date of acceptance of this offer to purchase. Rents, if any, shall be prorated through the date of closing and all rent deposits shall be transferred to Purchaser. Existing casualty insurance shall be canceled/prorated through the date of closing.

4. Title to the Property

Seller shall provide purchaser prior to the closing and promptly after the acceptance of this offer, at Seller's expense and at Seller's option an abstract of title to the property brought down to date or an owner's policy of title insurance in an amount equal to the purchase price, said abstract of policy to show marketable or insurable title to the real estate in the name of Seller subject only to easements, zoning and restrictions of record and free and clear of all other liens and encumbrances except as stated in this offer. If the abstract or title policy fails to show marketable or insurable title in Seller a reasonable time shall be permitted to cure or correct defects. Seller shall convey title to Purchaser at the time of closing by a good and sufficient general warranty deed free and clear of all liens and encumbrances except as otherwise provided in this offer and subject to easements, zoning and restrictions of record.

5. Possession of the Property

Purchaser shall be given possession of the property on the closing date, 20 . A failure on the part of Seller to transfer possession as specified will not make Seller a tenant of Purchaser, but in such event Seller shall pay to Purchaser \$ N/A per day as damages for breach of contract and not as rent. All other remedies, which Purchaser may have under law, are reserved to Purchaser.

6. Risk of Loss

The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be voidable at Purchaser's option and in the event Purchaser elects to avoid this agreement the earnest money deposited shall be promptly refunded.

7. Improvements and Fixtures Included

This offer to purchase includes all improvements, buildings and fixtures presently on the real estate including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, built-in appliances, hot water heaters, screens, storm windows, doors, Venetian blinds, drapery hardware, awnings, attached carpeting, radio, television antennas, trees, shrubs, flowers, fences and

Property is sold "as is". Seller to remove the contents of garage on the property prior to closing.

8. General Conditions

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State of District of Columbia.

9. Special Conditions

Notwithstanding Para. 4, Purchaser, not Seller, shall obtain the title insurance binder for the property after Seller's acceptance hereof.
Purchaser shall pay the closing costs and conveyancing fees of this transaction such that the purchase price herein is net to Seller
There is no broker. Therefore deposit to be held in escrow by Michael Taylor, Esq. per Para. 2

10. Time for Acceptance and Closing

This offer is void if not accepted by Seller in writing on or before _____ 5 PM A.M./P.M. of
the _____ 18th _____ day of _____ March _____, 2014.

Closing of the sale shall take place _____ 10 _____ days after Purchaser's receipt of an abstract showing
marketable title in Seller or title insurance binder showing insurable title in Seller.

This offer is made at _____ Washington _____, State of _____ District of Columbia _____, this
_____ 3rd _____ day of _____ March _____, 2014



John R. Fernstrom
(PURCHASER)

(PURCHASER)

Acceptance by Seller

The foregoing offer to purchase real estate is hereby accepted in accordance with the terms and conditions specified
above. The undersigned hereby agrees to pay a brokerage fee of \$ N/A _____ to
N/A _____, broker, in accordance with the existing listing contract.

Dated this _____ day of _____, 20 _____.

Peter Jerry Fitzgerald
(SELLER)

(SELLER)



We Stand For Service

500 Delaware Ave., Wilmington, DE 19801

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

6277658

5-709
110

DATE March 3, 2014

FIVE THOUSAND DOLLARS AND ZERO CENTS

AMOUNT

*****\$5,000.00

PAY TO THE ORDER OF

MICHAEL TAYLOR ESQ AS ESCROW AGENT
SQ786 LOT 22
EARNEST MONEY

DRAWER: WILMINGTON SAVINGS FUND SOCIETY, FSB

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480

DRAWEE: THE BANK OF NEW YORK MELLON
EVERETT, MA


AUTHORIZED SIGNATURE



⑈6277658⑈ ⑆011007092⑆0160012182181⑈

Exhibit C

BEFORE THE ZONING COMMISSION OR
BOARD OF ZONING ADJUSTMENT OF THE DISTRICT OF COLUMBIA

FORM 140 - PARTY STATUS REQUEST

Before completing this form, please review the instructions on the reverse side.
Print or type all information unless otherwise indicated. All information must be completely filled out.

PLEASE NOTE: YOU ARE NOT REQUIRED TO COMPLETE THIS FORM IF YOU SIMPLY WISH TO TESTIFY AT THE HEARING. COMPLETE THIS FORM ONLY IF YOU WISH TO BE A PARTY IN THIS CASE.
(Please see reverse side for more information about this distinction.)

Pursuant to 11 DCMR §§ 3022.3 or 3106.2, a request is hereby made, the details of which are as follows:

Name:	Janet L. Schmidt		
Address:	14 Fourth Street NE, Washington, DC 20002		
Phone No(s):	cell (703) 872 9232	E Mail:	Jayeelleschmidt@gmail.com
I hereby request to appear and participate as a party in Case No.:	18651		
Signature:		Date:	October 21, 2013
Will you appear as a(n) ☐ Proponent ☒ Opponent	Will you appear through legal counsel? ☐ Yes ☒ No		

If yes, please enter the name and address of such legal counsel.

Name:			
Address:			
Phone No(s):		E Mail:	

PARTY WITNESS INFORMATION:

On a separate piece of paper, please provide the following witness information:

1. A list of witnesses who will testify on the party's behalf;
2. A summary of the testimony of each witness (Zoning Commission only);
3. An indication of which witnesses will be offered as expert witnesses, the areas of expertise in which any experts will be offered, and the resumes or qualifications of the proposed experts (Zoning Commission only); and
4. The total amount of time being requested to present your case (Zoning Commission only).

PARTY STATUS CRITERIA:

Please answer all of the following questions referencing why the above entity should be granted party status:

1. How will the property owned or occupied by such person, or in which the person has an interest be affected by the action requested of the Commission/Board? *A grant of the variance will affect my property in an adverse manner as outlined on the attached address sheet*
2. What legal interest does the person have in the property? (i.e. owner, tenant, trustee, or mortgagee)
owner
3. What is the distance between the person's property and the property that is the subject of the application before the Commission/Board? (Preferably no farther than 200 ft.) *approximately 25 feet*
4. What are the environmental, economic, or social impacts that are likely to affect the person and/or the person's property if the action requested of the Commission/Board is approved or denied? *see attached*
5. Describe any other relevant matters that demonstrate how the person will likely be affected or aggrieved if the action requested of the Commission/Board is approved or denied.
see attached
6. Explain how the person's interest will be more significantly, distinctively, or uniquely affected in character or kind by the proposed zoning action than that of other persons in the general public.
see attached

Except for the applicant, appellant or the ANC, to participate as a party in a proceeding before the Commission/Board, any affected person shall file with the Zoning Commission or Board of Zoning Adjustment, this Form 140 not less than fourteen (14) days prior to the date set for the hearing.

DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT
CASE NO. 18651
EXHIBIT NO. 31

Addendum to Janet L. Schmidt's request for party status in a pending application 18651 ANC-6C01 before the BZA

I hereby request party status to appear, oppose and testify and present evidence before the BZA in the above referenced application.

I am entitled to party status because the proposed application will uniquely and adversely affect the value, usability and safety of my property, which is located just 20 feet from the property that is the subject of the pending application.

The adverse impact to my property interests include, but are not limited to, the following:

The property in question fronts on a narrow through alley which already requires 3 tight turns to negotiate. That alley is the only access I have to my parking spaces and entrance at the rear of my house. As a practical matter, the current alley, even if it currently meets existing alley width requirements is not easily traversed.

Applicant's request to reduce the alley width will render it impassible for fire and emergency vehicles, trash trucks, and other service vehicles, such as utility and cable trucks. Narrowing the alley further will make it almost impossible for me to back out of both of my parking spaces into the alley.

The safety of my house would also be compromised by this application since there are gas mains located in the alley directly across from applicant's property. In the event that the alley is narrowed further, those gas mains would be more prone to being struck by a vehicle trying to negotiate the alley.

The application will adversely affect my property by reducing the view, sunlight and air circulation that my house and rear yard presently enjoy. My view of the contributing historic structure at the rear of my property would be eliminated by the application.

Mechanical snow removal in the alley to access my parking spaces at the rear of my property would be rendered impractical.

JS

The application if granted, would create an undesirable precedent from the standpoint of existing homeowners for the development of other carriage houses in the alley and such additional development in a narrow alley can only be done at the expense of further reducing the accessibility and enjoyment of existing properties by their owners.

I intend to present documentation, and testimony, including my own, to further address the above broad issues at the scheduled hearing and am entitled to party status in order to be able to do so.

I also intend to cross examine applicant and witnesses, submit proposed findings of fact and conclusions of law with regard to the application and receive a copy of the written decision of the BZA.

Should it become necessary, I am entitled to submit a motion for reconsideration or rehearing with regard to any decision rendered in response to the above application.

Witness List of Janet L. Schmidt

Janet L. Schmidt
14 Fourth Street NE

Sheila Slocum Hollis
John Hollis
327 A. Street NE

Mr. and Mrs. Kolb
12 Fourth Street NE

Barbra Keeling
16 Fourth Street NE

Senator and Mrs. John Barraso
A street NE (exact address not included for the privacy and safety of the Senator)

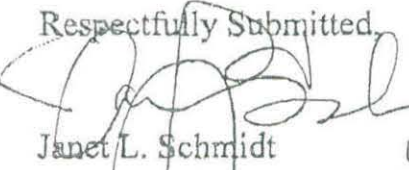
CLS

Expert Witness

John R. Fernstrom

Expert real estate development and land use.

Respectfully Submitted,


Janet L. Schmidt
Property owner
14 Fourth Street NE
Washington, DC 20002

Oct 21, 2013

Exhibit D

29242 Park View Dr, Dagsboro, DE 19939

Not for Sale

Zestimate: \$518,693

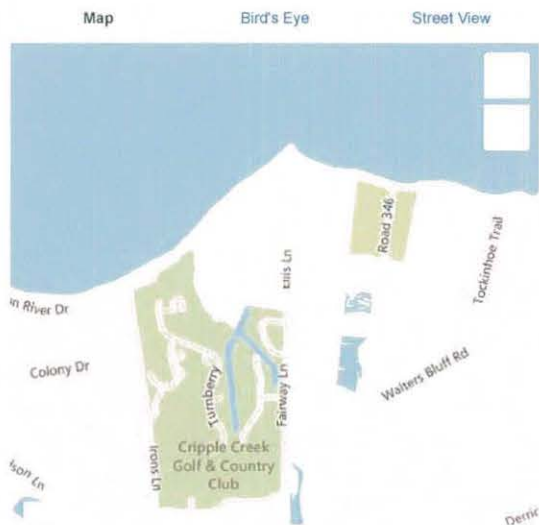
Rent Zestimate: \$1,515/mo

Est. Refi Payment: \$2,031/mo

See current rates on Zillow

View Your current Credit Score - Instantly!

Bedrooms: 5 beds
 Bathrooms: 5 baths
 Single Family: 3,100 sq ft
 Lot: Contact for details
 Year Built: Contact for details
 Heating Type: Contact for details



Correct home facts Save this home Get updates Email more ▾

Description

Bank Approved Short Sale. Enjoy fabulous views from spacious single family with condo ownership. Offers large great room/kitchen combo, 5 bedrooms, 4 full/2 half baths, lower level rec room, loft area, multiple decks, upgrades throughout, 2 car garage. Gated community with pool.

Cooling
Unknown

Parking
Unknown

Basement Type
Unknown

Fireplace
Unknown

Floor Covering
Unknown

Attic
Unknown

▾ More See data sources

Zestimates

	Value	Range	30-day change	\$/sqft	Last updated
Zestimate	\$518,693	\$488K – \$545K	-\$20,871	\$167	03/04/2014
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Exhibit E

John Patrick Brown Jr.

From: John FitzGerald <john@fitzprop.com>
Sent: Monday, November 04, 2013 9:37 PM
To: Kate M. Olson; John Patrick Brown Jr.; Jacques B. DePuy
Subject: Fwd: Project in Alleyway - 3d-4th Sts., A St and East Capitol Sts. NE

Attached please find an e-mail the owner of 12 4th St. He was listed as a witness for Barabara Schmidt.

John

John H. FitzGerald

johnhardyfitzgerald@gmail.com

Sent from my iPhone

Begin forwarded message:

From: Tom Kolb <tkolb@erisaboston.com>
Date: November 4, 2013, 9:23:15 PM EST
To: john@fitzprop.com
Subject: Project in Alleyway - 3d-4th Sts., A St and East Capitol Sts. NE

John .. I enjoyed meeting and talking with you on Saturday. Thank you for explaining and showing me the entire project and answering all of my questions. It is clear to me that this project will be a net benefit to the neighborhood, and accordingly I am in support of your plan. I was stunned when you told me that Barbara Schmidt named me as a witness on behalf of opposition to the project. This is, to put it charitably, a figment of her imagination; I haven't spoken more than two words to the woman in the 18 or so months that I have lived here on 4th St.

I told my wife Diane of the meeting I had with you, and also she wants you to know that she is in favor of your plans. We wish you the best of luck in your efforts to secure the necessary approvals.

Thomas and Diane Kolb
12 4th St. NE

e-mail from

Thomas R. Kolb, Esq.
12 4th Street NE
Washington, DC 20002
Daytime Phone 202-904-2444
Fax 202-904-2445
tkolb@erisadc.com

John Patrick Brown Jr.

From: John H. FitzGerald <johnhardyfitzgerald@gmail.com>
Sent: Monday, November 04, 2013 4:37 PM
To: John Patrick Brown Jr.; Kate M. Olson; Jacques B. DePuy
Subject: FW: Miller Court plans

Attached please find an e-mail from Barbara Keeling stating that she does not object to the project. She resides at 16 4th St. NE. She was listed by Janet Schmidt as being a witness. Please also note, as per our conversation today, that the other neighbor listed by Ms Schmidt as a witness, Mr. Kolb of 12 4th St NE, also does not object to the project.

John

-----Original Message-----

From: Barbara Keeling [mailto:bekeeling@aol.com]
Sent: Monday, November 04, 2013 4:16 PM
To: johnhardyfitzgerald@gmail.com
Subject: Miller Court plans

Thank you for providing me with copies of your plans for building in Miller Court and for answering my questions today on the telephone. I have no objections to the plans as they now stand.

Barbara Keeling
November 4, 2103=