

Mr. and Mrs. Haven N. B. Pell
3900 Fulton Street, NW
Washington DC 20007-1374
202-298-7355
July 21, 2014

Mr Lloyd Jordan
Chairman
District of Columbia
Board of Zoning Adjustment
441 Fourth Street, NW
Room 220 South
Washington DC 20001

2014 JUL 22 AM 11:00

RECEIVED
OFFICE OF THE
COMMISSIONER

Re: Case Numbers 18765 and 18784 3915 and 3919 Fulton St., NW Washington, DC

Dear Mr. Jordan

We live diagonally across the street from the subject properties and ours is the only remaining single-family zoned property located west of 39th Street on either the north or south side of Fulton. We have lived here for nearly 30 years.

This letter includes three sections: our preferences, legality, and unnecessary acrimony.

Our Preferences

We recognize the property right of the Developer to develop these projects as he sees fit within appropriate zoning requirements and we are not in sympathy with those who seek dominion over others with threats to abuse the legal process. With that in mind, we prefer a few things about these projects and we hope you and your colleagues will consider our views in making your decision.

Exterior colors – Among the recent alternatives the reddish is, in our view, the best with no more than two colors on the exterior. An alternative with warm beiges is less desirable but preferable to either the pastels or the greys. Trying to pin down the colors has been far more difficult than necessary. As I write this letter, another “sketch” has been circulated that includes three colors on the outside rather than the two preferred by the neighbors. Since colors don’t change the cost, this would seem to be an area in which compromise was possible.

Understanding with the Developer – On June 23, the Developer signed a letter of commitment (conditional on BZA approval) that a) pledged to sell the units only as condos; b) reduced the bedrooms in each condo from three to two, c) agreed to a condo regime that would require 50% of the owners to agree to the rental of any condo in the building; d) agreed to replace those trees cut down with 10 to 12 foot trees on a kind-for-

kind and one-for-one basis; and e) agreed to provide proof of sufficiency of funds for the completion of the projects to the ANC before construction begins. We received this letter of commitment in June and the developer reaffirmed these commitments in his appearance before the BZA on June 24. More recently, there *might have been* (clarity has been elusive) some waffling, and the precise terms of the commitment have been more difficult to pin down. We favor the terms outlined above and we hope you will condition your approval upon the developer spelling them out in some detail and then following them.

Legality

George Brenkert, a neighbor, has done his best to lead a small group of neighbors (8) that is in email contact with a larger group (~35). About 26 people signed a petition. I am quite sure you are familiar with neighborhood “groups.” They are far from legal entities with the ability to appoint agents to act on their behalf. In this case, the Developer has even argued that the apartments south of Tunlaw should be considered as part of the neighborhood.

If the Developer does not agree on even the borders of the neighborhood, he should not be heard to argue that the group led by Mr. Brenkert is irrelevant unless it meets his arbitrary conditions.

Under the circumstances, I would urge you and your colleagues to reject out of hand any arguments by the Developer that Mr. Brenkert’s email group should be required to have legally binding authority to speak for all of the neighbors. You could base your rejection on the time honored legal doctrine of “don’t be silly.”

For the record, Mr. Brenkert polled the group(s) and 25 chose option I (which was to work on the details of the design and bring this process to an end), while only 5 chose option II which was to seek further more extensive design changes.

Unnecessary Acrimony

We first became aware of these two projects in late April, more than 550 emails ago.

The developer first proposed matched buildings that many, including we, found visually unappealing. An ad hoc neighborhood group evolved and the emailing began.

There have been appearances before the ANC and meetings with the developer, his lawyer and his architect. Ambient acrimony – sometimes rising, sometimes falling, but always present – has prevailed between the two sides.

Threats from the Developer to use the “nuclear option” of eight rental units in each

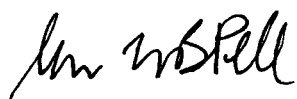
building that he says he can build as a matter of right have inflamed the situation as have threats from one of the neighbors to tie this up in appeals forever

All of this could easily have been avoided had the Developer made his architect submit well-considered drawings at the outset. Since then the Architect has been vexingly slow and unresponsive

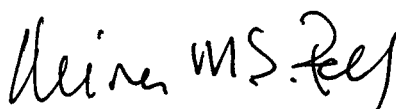
Conclusion

Thank you for your consideration of our perspective We hope you will find it helpful.

Sincerely,

A handwritten signature in black ink, appearing to read "Haven N. B. Pell". The signature is written in a cursive, somewhat stylized script.

Haven N B. Pell

A handwritten signature in black ink, appearing to read "Mina M. S. Pell". The signature is written in a cursive, somewhat stylized script.

Mina M. S. Pell