

Government of the District of Columbia



Advisory Neighborhood Commission 4A

March 9, 2015

Mr Lloyd Jordan, Chairperson
District of Columbia Board of Zoning Adjustment
441 4th Street NW Suite 200S
Washington, DC 20001

Re Hwa Golden
6400 Georgia Avenue, NW
Washington, DC 20012
BZA Application No 18925

Dear Mr. Jordan

Please be advised that the Advisory Neighborhood Commission (ANC) 4A, at its regularly scheduled ANC meeting of March 3, 2015, voted to recommend approval of the Special Exception application submitted by Ms Golden ("Applicant") for the continued use of an accessory parking lot located at 6400 Georgia Avenue NW subject to the execution of a Voluntary Agreement (see attached) A quorum consisting of 7 of the 8 commissioners was present

ANC 4A issued previous notice of the public meeting that included the above referenced application to the public, the Applicant, and the Applicant's counsel.

The ANC 4A Commission called for the Applicant and for area residents to speak for or against the application The Applicant was present at the meeting and her counsel responded to community and Commissioner questions and concerns at the January 6, 2015 and March 3, 2015 ANC 4A meetings After consultation with members of the community, the Applicant and ANC 4A entered into a Voluntary Agreement to address concerns expressed by Commissioners, residents of SMD ANC4A, and members of the general public

Please feel free to contact me at 202-720-4590 if there are any questions

Sincerely,

Stephen A Whatley
ANC 4A
Chair

RECEIVED
D.C. OFFICE OF ZONING
2015 MAR 16 PM 2:23

Cc Patience R Singleton, ANC SMD 4A04
Martin P Sullivan, Esq

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 9 day of MARCH, 2015, by and between Hwa Golden ("Applicant"), owner of the parking lot located behind 6400 Georgia Avenue, NW, Washington, DC 20012 and Advisory Neighborhood Commission 4A ("ANC 4A") (collectively, the "Parties").

WHEREAS, Applicant has applied for special exception relief to the D.C. Board of Zoning Adjustment pursuant to Sections 3104 and 214 of the Zoning Regulations (the "BZA Application"), to re-establish and continue the lawful use as a parking lot (the "Parking Lot") of the property known as a portion of Lot 852 in Square 2945, located to the west across a public alley from 6400 Georgia Avenue, NW (the "Subject Property");

WHEREAS, ANC 4A, on behalf of its residents and businesses, wishes to secure from the Applicant certain assurances for the maintenance and operation of the Parking Lot, in exchange for ANC 4A's formal support of the Application before the BZA; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the D.C. Board of Zoning Adjustment approve the Application conditioned upon the 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. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Applicant's Operation.*** Applicant will operate and maintain the Parking Lot in a way which does not have a substantially adverse effect on adjacent properties.
3. ***Hours of Operation.*** The Parking Lot's hours of operation shall be as follows:

Monday through Saturday: 7 a.m. – 9 p.m.
Sunday - Closed

The Applicant shall make a good-faith effort to close and lock the gates to the Parking Lot entrance on a nightly basis, in an attempt to limit the illegal dumping which has been known to happen on the Parking Lot.

4. ***Parking Lot Surface Repair.*** Prior to receiving a certificate of occupancy for the Parking Lot, Applicant shall repair the surface of the Parking Lot by filling in potholes, removing and replacing loose asphalt, repairing or replacing any damaged wheel stops, and repainting the lines for the parking spaces on the Parking Lot.
5. ***Lighting.*** Any lighting on the Parking Lot shall be directed inward to the Parking Lot, and shall not project outward toward the residential zone to the north of the Parking Lot.

6. **Wall Repair.** Prior to receiving the certificate of occupancy, the Applicant shall repair the cap on the western side of the existing brick wall, and shall repair other sections of the wall in need of repair.
7. **Lot Landscaping and Clean-up.** In lieu of the 5% landscaping requirement for parking lots, the Applicant shall clean, and maintain the open space adjacent to the Parking Lot to the west (the remainder of Lot 852) ("Open Space"), for as long as Applicant owns such space. Prior to receiving a certificate of occupancy, Applicant shall remove any asphalt, mortar, or bricks on the Open Space and shall inspect the Open Space on a regular basis to ensure that the Open Space remains free of this or other trash or inorganic material.
8. **Fencing.** ANC 4A acknowledges that Applicant has already erected a fence along the north and east sides of the Parking Lot, in response to neighbor concerns about illegal dumping and blocking the alley off from the dumpsters and the Parking Lot. Applicant agrees to maintain this fence for the life of the Parking Lot.
9. **Dumpsters.** ANC 4A acknowledges that the Parking Lot is accessory to various uses, including Papa John's and Subway, which produce a fair amount of refuse, and that Applicant's lot containing those uses is built to 100% lot occupancy, making it necessary that Applicant locate dumpsters on the Parking Lot rather than on the lot at 6400 Georgia Avenue, NW. Applicant also agrees that trash pick-up for each dumpster occurs twice weekly, but in any event the frequency of pick-up for all dumpsters will be adequate to match the level of refuse being deposited in each dumpster, so that dumpsters do not overflow.
10. **Illegal Dumping.** ANC 4A acknowledges that illegal dumping on the Parking Lot has occurred, which is not the fault of Applicant, but believes that Applicant's construction of the fence, the entrance gate, and other assurances, provide a significant deterrence to such illegal dumping. Applicant agrees that if illegal dumping does occur on the Parking Lot, that Applicant will use her best efforts to cause the removal of such materials in a timely manner and will not relocate such materials to the public alley to the north of the Parking Lot. If Applicant does not dispose of the dumped materials herself, she shall, as soon as possible after discovering the dumped materials, call the District's Department of Public Works to request assistance in removing the dumped materials.
11. **Time Period.** In consideration for the work already undertaken by Applicant and the promises herein made by Applicant, in conjunction with the execution of this Agreement, ANC 4A agrees to send a letter to the BZA in support of BZA Application No. 18925 of Hwa Golden, with a recommendation that the BZA grant approval for a period of five (5) years.
12. **Notice and opportunity to cure.** In the event that Applicant is in breach of this Agreement, Applicant shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to ANC 4A's seeking enforcement either of the Agreement or from the Zoning Administrator regarding conditions herein incorporated into the BZA Order. Unless the breach is of an emergency nature or is a continued repetition of a prior breach,

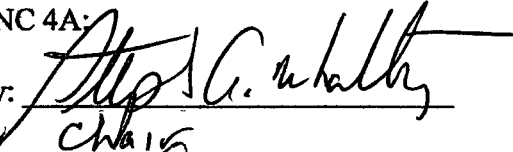
reasonable notice and opportunity shall provide for a cure within fifteen (15) days of the date of such notice. If Applicant fails to cure within the fifteen (15)-day period (or, with respect to a breach which reasonably requires more than fifteen (15) days to cure, fails to commence cure of such breach and diligently pursues such cure), failure shall constitute a cause for ANC 4A to seek enforcement of the Agreement or enforcement by the Zoning Administrator of any conditions herein which are incorporated into the BZA Order. Any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested postage prepaid, or hand-delivered to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the date and time of receipt or refusal of receipt:

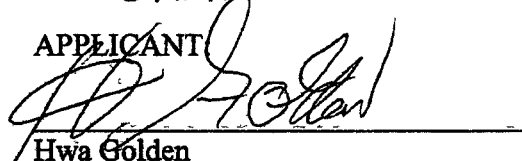
If to Applicant: Hwa Golden
2608 Urbana Drive
Silver Spring, MD 20906

With a Copy to: Martin P. Sullivan, Esq.
Sullivan & Barros, LLP
1990 M Street, NW, Suite 200
Washington, DC 20036
msullivan@sullivanbarros.com

If to ANC 4A: ANC 4A
7820 Eastern Avenue, NW
Washington, DC 20012

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ANC 4A:
By: 
Chair

APPLICANT

Hwa Golden