[redacted]
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Washington, D.C. 20002
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January 20, 1999

Board of Zoning and Adjustment
for The District of Columbia
441 4th Street NW
Second Floor
Washington D.C 200001

'99 JAN 20 P5:02
OFFICE OF ZONING
DISTRICT OF COLUMBIA

RE: BZA Application
16407
Capital Hill Group

Advisory Neighborhood Commission 6A met on January 14, 1999 at 7:00 p.m. with a quorum present at St. James Episcopal Church. Commissioner Angela Cox (6A06) single member district representative presented to the full Commission an agreement prepared by the St. James Episcopal Church and submitted to the Metlink Hospital. The essence of this agreement would continue to bind the Hospital and hold the Hospital accountable for complying with the 1971 agreement and 1991 BZA order (15542) stipulating that the Capital Hill group provide 176 on site screened parking spaces for employees, residents and visitors with preference for employees to occupy free parking in the underground garage in the same square. Advisory Neighborhood Commission 6A submits for the record a copy of the proposed agreement and cover letter addressed to Dr. Peter Shin President of the Capital Hill group for their consideration and signature. The Commission after discussion moved and approved by a vote of seven Commissioners for and two against the following resolution:

THAT: **the Advisory Neighborhood Commission 6A under the "Great Weight"standard made factual determinations that the St. James Episcopal Church has attempted to negotiation with the Capital Hill Group in good faith to settle all disagreements pertaining to the opening of the on site underground parking facility , trash and security issues outlined in St. James proposed agreement .**

BZA
CASE No. 16407
EXHIBIT No. 37

Board of Zoning Adjustment
District of Columbia
CASE NO.16407
EXHIBIT NO.37

1640/

WHEREAS: **the Advisory Neighborhood Commission 6A supports the proposed agreement and will support the Capital Hill Group's application contingent upon the Capital Hill Group's signature by parties with the authority to bind the Capital Hill Group to the conditions contained in the proposed agreement.**

MEMBERS PRESENT: **Commissioners: Chair Daniel M. Pernell III, Vice Chair Gus Ventura, Angela Cox, Philip Edwards, H.J. Amos Secretary Janet Schmidt, Wanda Harris, Treasurer Gregory J. Ferrell, Marvin Fields and Darryl Walker (Commissioner Gus Ventura departed before the vote)**

Prepared by : Commissioner Gregory J. Ferrell

Daniel M. Pernell, III

Submitted by: Chairman Daniel M. Pernell III

St. James Parish
Capitol Hill 222 EIGHTH STREET, N.E., WASHINGTON, D.C. 20002 • 546-1746
THE REVEREND RICHARD E. DOWNING
Rector

January 14, 1999

Dear Doctor Shiu:

I am enclosing a proposed agreement for your consideration and signature with regard to the parking lots and alley owned by BHS. I do hope that it can be executed quickly as it simply puts into writing understandings often verbally by the staff of Wild-Link at public meetings.

This comes with my personal hopes for a long and cordial relationship with you and BHS.

The Lord Be With You

Rick Downing

16701

St. James Parish
Capitol Hill 222 EIGHTH STREET, N.E., WASHINGTON, D. C. 20002 • 546-1746

THE REVEREND RICHARD E. DOWNING
Rector

JANUARY 14, 1999

DEAR MR YATES:

THANK YOU FOR YOUR PHONE MESSAGE OF JANUARY 5TH, 1999. I AM LOOKING FORWARD TO THE OPPORTUNITY OF MEETING YOU IN PERSON AS YOUR MESSAGE INDICATED, AND AM ENCLOSING FOR YOUR CONSIDERATION AN AGREEMENT ABOUT THE PARKING LOTS OWNED BY BHS.

THIS COMES WITH MY WARMEST PERSONAL GREETINGS!

Richard E. Downing

AGREEMENT GOVERNING PROPERTY LOCATED ADJACENT TO 222 EIGHTH STREET, NE, IN THE DISTRICT OF COLUMBIA

This Agreement is entered into this ____ day of January, 1999 ("Effective Date"), by and between St. James' Episcopal Church ("St. James") and BHS.

WHEREAS, St. James entered into a Letter Agreement with Rogers Memorial Hospital ("Rogers")on September 29, 1971 ("Letter Agreement"), attached hereto as Attachment A, whereby St. James consented to the closing of the alley abutting the south and west sides of St. James' property contained in Square 895 Lot 809, and improved by premises known as 222 Eighth Street, Northeast, in the District Columbia in exchange for: (1) Rogers connecting the downspout from St. James' property to the storm drain to be constructed by Rogers; (2) Rogers permitting St. James to deposit its trash and waste in containers used for that purpose by Rogers; (3) Rogers reimbursing St. James for any expense incurred as a result of changing the grade of the land occupied by the alley; (4) Rogers providing St. James with access to the rear of St. James' property for maintenance thereof by St. James; and (5) Rogers permitting St. James to use Rogers' parking facilities for church services and functions;

WHEREAS, BHS has assumed ownership of the hospital previously owned by Rogers;

WHEREAS, the parties wish to reaffirm the Letter Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. Letter Agreement. The Letter Agreement is referenced and incorporated herein as if a part of this Agreement.

2. BHS' Responsibilities. In exchange for good and valuable consideration, the sufficiency of which is hereby noted, BHS agrees to:

(a) permit St. James to use the outdoor parking facilities owned by BHS that are abutting and underpinning St. James' property; and any other parking lots owned by BHS.

(b) take whatever steps are necessary to reopen the parking garage that is located beneath the outdoor parking facilities referenced herein. BHS will assume all costs necessary and prudent to ensure the operability of this parking garage and shall deliver to the Rector of St. James within thirty (30) days of the Effective Date anything that is necessary to enable St. James' Rector and parishioners to use the parking garage; and

(c) permit St. James to continue using BHS' trash facilities.

3. St. James' Responsibilities. In exchange for good and valuable consideration, the sufficiency of which is hereby noted, St. James hereby agrees to:

(a) support BHS' request that the District of Columbia permit it to add more hospital beds at BHS' hospital located at 700 Constitution Avenue, Northeast, in the District of Columbia; and

(b) use the parking facilities identified herein only for church related functions, except that the Rector shall be entitled to park his car(s) in the parking garage at all times.

4. Covenants and Conditions. Unless otherwise specified herein, the actions to be taken pursuant to this Agreement shall commence on the Effective Date. BHS shall assume any and all costs necessary to comply with the terms of this Agreement, including any costs incurred by St. James in supporting BHS' request to add new beds.

5. Successors and Assigns. This Agreement shall be binding upon both parties, their successors and assigns. Furthermore, it is the intent of the parties that this Agreement shall run with the land. Accordingly, within thirty (30) days of the Effective Date, BHS shall provide St. James' with evidence that it has recorded this Agreement with the District of Columbia's Recorder of Deeds. If BHS is unable to adhere to this requirement, it shall record the Agreement with the District of Columbia's Office of the Surveyor and provide written notice to St. James within thirty (30) days of the Effective Date that this has been completed.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the District of Columbia, without regard to that jurisdiction's choice of law. Any action taken to defend this Agreement shall be taken in the District of Columbia. All costs associated with defending this Agreement shall be borne by the defendant.

7. Amendments. This Agreement may not be amended or altered in any way except in a writing signed by both parties hereto.

8. Authority. The undersigned represent and warrant that they have full legal authority to enter into this Agreement on behalf of the respective parties.

BHS

_____

By: _____

Its: _____

ST. JAMES EPISCOPAL CHURCH

_____

By: _____

Its: _____

APPLICATION FOR CLOSING OF STREETS AND ALLEYS

1. THE UNDERSIGNED, AS OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF AN ABUTTING PROPERTY, REQUEST CLOSING OF STREETS AND ALLEYS AS SHOWN BELOW:

a. Streets - Describe by name of street, portion to be closed, abutting square number.

b. Alleys - Describe by square number, portion to be closed, abutting lot numbers. #1 Square 895, Lots 841, 806, 807 and 809

#2 Square 895, Lot 841

2. PURPOSE OF CLOSING - Describe in detail the reasons for closing and the proposed use of the area to be closed. Use sketch and continue on a separate page if required. If land is to be dedicated to the District of Columbia in lieu of the area to be closed, indicate the proposed dedication on the sketch.

To permit emergency treatment facilities to be constructed at Rogers Memorial Hospital, access by emergency vehicles and security for the said emergency treatment facilities. Said construction will require changing grade of the property. The owner of Lot 809 consents to this application and has consented to Rogers Memorial Hospital acquiring the area to be closed for the subject purpose. See Letter Agreement attached hereto.

3. State any zoning changes or variances being sought or contemplated for the lots or parcels abutting the streets or alleys to be closed or to be dedicated.

It is contemplated that applicant will file for change of zoning pursuant to Article 75 of the Zoning Regulations of the District of Columbia to permit construction of Hospital facilities not now permitted by existing zoning. However, the emergency treatment facilities referred to above may be completed in accordance with existing zoning and are

4. I CERTIFY THE STATEMENTS I HAVE MADE ON THIS APPLICATION ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*planned for completion upon the closing of the subject alleys 21-15-95

Signature Joseph Rogers Young

(Name) Joseph Rogers Young, M.D.

President - Board of Director

Date October 14, 1971

I certify that this is an exact reproduction of 71-277 recorded in the Office of the Surveyor of the District of Columbia Sq 895 Lots 841, 806, 807 & 809

16401

ATTACHMENT A

September 29, 1971 Letter Agreement between
St. James Episcopal Church and Rogers Memorial Hospital

16407
SEPT 1971
"COPY"

The Reverend Wm. Lloyd Goodrich
St. James Church
222 Eighth Street, N.E.
Washington, D.C. 20002

Dear Rev. Goodrich:

Pursuant to the recent discussions and correspondence concerning Rogers Memorial Hospital ("Rogers") acquiring title to the alley abutting the property of St. James Church ("St. James"), we here propose that we enter into an agreement which shall be effective upon execution of the enclosed copy hereof by a duly authorized representative of St. James in space provided therefor. The terms and conditions of the agreement are as follows:

1. St. James hereby consents to the closing of the alley abutting the south and west sides of its property situated in Square 895 Lot 809, improved by premises known as 222 Eighth Street, N.E., Washington, D.C. 20002 (hereinafter referred to as the "Alley"). St. James hereby assigns to Rogers all its right, title and interest in and to the land presently used as the Alley, including, but not limited to, the right to purchase said land from the Government of the District of Columbia in the event Rogers' application to close the Alley should prove successful. St. James agrees that it shall execute any and all necessary documents or forms in reference to the foregoing consent and assignment.

2. Rogers agrees that it shall, at its sole expense, apply to the District of Columbia to close the Alley and prosecute said application.

3. In the event the Alley is closed and Rogers obtains title to the land occupied thereby:

(a) Rogers agrees that it shall, at its sole expense, construct storm drains to accept drainage from its emergency room parking area. Rogers agrees that it shall, at its sole expense, connect the downspout from St. James property directly into the storm drain to be constructed by Rogers.

(b) Rogers agrees that it shall continue to permit St. James to deposit its trash and waste in containers used for that purpose by Rogers and to permit St. James to deposit such trash and waste into Rogers' trash and waste compactor when installation thereof has been completed.

(c) Rogers agrees that it shall reimburse St. James for any expense incurred by it by reason of changing of the grade of the land occupied now by the Alley, including, but not limited to, sealing of walls, repair of walls, etc.

(d) Rogers agrees that it shall provide St. James with access to the rear of its property for maintenance thereof by St. James.

(e) Rogers agrees to permit St. James to use Rogers' parking facilities for church services and functions.

4. Rogers agrees to pay all necessary legal expenses related to the preparation and execution of this agreement.

5. The above constitutes our entire agreement which may not be altered or amended in any way except in writing signed by both parties hereto.

Very truly yours,

ROGERS MEMORIAL HOSPITAL

By Joseph Rogers Young

Joseph Rogers Young, M.D., President
Board of Directors, Rogers Memorial Hospital

Accepted and agreed to this 20th day of September, 1971.

ST. JAMES CHURCH

By [signature]

Senior Warden

[signature]

Junior Warden