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June 5, 2001

BY HAND DELIVERY

Ms. Sheila Cross-Reid
Chairperson
Board of Zoning Adjustment
441 Fourth Street, N.W.
Room 210
Washington, D.C. 20001

Re: BZA Application No. 16648

Dear Chairperson Reid:

At the Board's encouragement, the Applicant, BP, has continued to work with the community to resolve the various issues and concerns. For the Board's information, I am enclosing an original and eight (8) copies of the enclosed draft Community Development Agreement. The Community Development Agreement is a work in progress with ongoing discussions anticipated prior to the June 19, 2001 public hearing.

Specifically, the Community Development Agreement seeks to provide the mechanism for governing the proposed redevelopment of the existing gasoline service which would be enforceable both as a condition to the Board's approval, as well as independently by the community.

BZA
Case No. 16648
Exhibit No. 133

Board of Zoning Adjustment
District of Columbia
CASE NO.16648
EXHIBIT NO.133

Thank you for your ongoing attention to this case.

Sincerely yours,

GREENSTEIN DELORME & LUCHS, P.C.

By:_____
John Patrick Brown, Jr.

JPB:sp
Enclosures
cc: Ms. Sarah L. Robinson
Mr. Mackie J. McCrea, Jr.
Mr. Drury Tallant, Co-Chair
Ms. Ivette Basterrechea, Chair, ANC 6A
159921

COMMUNITY DEVELOPMENT AGREEMENT DRAFT

THIS AGREEMENT, made as of this ____ day of June, 2001, by and between the BP CORPORATION ("BP", formerly known as BP-Amoco Corporation), KENNETH J. WILHELM ("Franchisee/Dealer"), the Square 776 Residents ("Square 776"), and STANTON PARK NEIGHBORHOOD ASSOCIATION ("Stanton Park").

WITNESSETH:

WHEREAS, BP has filed Application No. 16648 with the Board of Zoning Adjustment for redevelopment of the existing gasoline service station, including a new solar panel-equipped canopy covering eight (8) multiproduct dispensers (pumps) and an upscale "BP Connect" foodmart which will have a "Wild Bean Café" on Lot 53, Square 776 (the "Site"); and

WHEREAS, a gasoline service station has existed at the Site since at least 1959; and

WHEREAS, the existing gasoline service station with six (6) pumps and a foodmart could be reconstructed at the Site as a matter-of-right without approval of the Board of Zoning Adjustment. A car wash, although no longer proposed, would also be permitted as a matter-of-right at the Site; and

WHEREAS, under the applicable divorcement law, D.C. Code Ann. § 10-212 (1996), BP may own the improvements on the Site but may not operate the gasoline service station; and

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WHEREAS, Mr. Kenneth J. Wilhelm is the current franchisee/dealer at the Site and has the legal right to continue to operate the new facility. Previously, Mr. Wilhelm's father-in-law operated this facility until his death during an armed robbery at another Amoco station located in the District of Columbia; and

WHEREAS, the Square 776 Residents and the Stanton Park Neighborhood Association have expressed concerns regarding the proposed redevelopment of the Site, including: 1) hours of operation; 2) traffic; 3) signage; 4) alley system; 5) operation of car wash; 6) size of site; 7) security; 8) landscaping, buffering and lighting; 9) design; and 10) ongoing liaison/community involvement of BP and Franchisee/Dealer; and

WHEREAS, BP and the Franchisee/Dealer desire to address the various concerns raised by Square 776 and Stanton Park; and

WHEREAS, based on this Agreement, which will be made a part of any Board of Zoning Adjustment approval, Square 776 and Stanton Park desire to support BP and the Franchisee/Dealer in the manner specified in this Agreement to fully implement the proposed redevelopment of the Site.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. BP will redevelop Lot 53 in accordance with the Site Plan, Landscaping Plan marked as BZA Exhibit __, including a

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gasoline service station with: a) eight (8) multi-product dispensers (pumps) covered by a solar panel-equipped canopy; and b) a one-story "BP Connect" foodmart, including a "Wild Bean Café".

2. BP will construct a ten (10) foot high wood board-on-board fence around the north and east boundary of Lot 53 as shown on the Site Plan. Under the applicable District of Columbia Construction Code Supplement, Section 3126.3.2 (46 D.C. Reg. 47, November 19, 1999), a fence abutting a public alley in a C-2-A district may not exceed ten (10) feet in height. No height exception is allowed because the abutting alleys are less than fifteen (15) feet in width.

3. BZA Application No. 16648 will not involve an alley closing or reconfiguration of the alley system in Square 776. BP has withdrawn Alley Closing Application S.O. 00-90. BP has agreed to sweep the alleyways to remove any debris which may have been left over from the demolition activities in Square 776.

4. BP will own the improvements on Lot 53, but the facility will be operated by the Franchisee/Dealer, or his BP-authorized successor, as required by District of Columbia law.

5. The gasoline service station will provide a minimum of fifteen (15) and maximum of twenty (20) parking spaces on Lot 53.

6. The gasoline service station, including BP Connect foodmart may be open 24 hours a day, but the Wild Bean Café will only be operated from 6:00 a.m. to 11:00 p.m. daily. No seating in the Wild Bean Café area will be permitted between 11:00 p.m. and

6:00 a.m. daily. A copy of the menu for the Wild Bean Café is attached as Exhibit ___. In the event the Wild Bean Café is discontinued, BP will consult with Square 776 regarding a suitable replacement. A "fast food" restaurant (11 DCMR 199.1) is not currently permitted at the Site

7. No alcohol or items associated with drug activities (e.g. single cigarettes, pipes, cigarette or rolling paper, bongs, "jewelry bags") may be sold on the premises.

8. BP and/or the Franchisee/Dealer will not install vending machines on the exterior of the building.

9. BP will not construct a car wash on the Site for so long as the improvements to be constructed under BZA Application No. 16648 remain on the Site.

10. Lighting of the Site will be adequate to maintain security and designed to be contained within Lot 53.

11. No loitering or panhandling will be permitted on the property and BP Amoco will post "No Loitering" signs in appropriate locations.

12. Closed circuit video cameras will be installed to maintain security on the site. BP Amoco and the Franchisee/Dealer will take commercially reasonable steps to maintain security on Lot 53, including private security (as deemed necessary).

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13. Facilities will be made available to the Metropolitan Police Department to operate a Community Work Station or similar facility in the BP Connect foodmart.

14. Landscaping will be professionally and regularly maintained and replaced as required.

15. BP and the Franchisee/Dealer will keep the building, pumps, canopy and other improvements in good repair and condition.

16. The Franchisee/Dealer shall inspect and maintain the site to prevent litter and other debris on a continuous and ongoing basis.

17. BP and the Franchisee/Dealer will each appoint a Community Liaison who will be available to the community and attend ANC 6A meetings as needed or requested. BP will establish and operate the formal Complaint and Communication Process set forth in Exhibit ____.

18. BP and Franchisee/Dealer will designate a pump for use by elderly and disabled customers and the Franchisee/Dealer will provide assistance and service as required.

19. BP will install state-of-the art double-walled fiberglass underground storage tanks with overfill protections, alarms and other environmental safeguards that meet or exceed current federal standards and BP will comply will all federal and D.C. laws regarding the removal and disposal of the existing underground storage tanks.

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20. The Franchisee/Dealer will use his best efforts to advertise for and hire qualified residents from the immediate neighborhood, Ward 6 and the District of Columbia.

21. BP will install and maintain permanent fences with locked gates around the BP-owned vacant lots in Square 776 ("Vacant Lots") and will regularly maintain those lots and keep them free of debris, litter and other dumping until development occurs thereon.

22. BP will consult with Square 776 and Stanton Park regarding any future sale, lease or development of the Vacant Lots. At this time, BP has no plans for the Vacant Lots.

23. During construction, BP will keep the alleys open and clear of debris, except for temporary periods during actual construction activities immediately adjacent to the alleys. BP will use its best efforts to avoid obstruction of the alleys overnight or over a weekend, except as authorized or required by the District of Columbia. Construction activities will be limited to Monday through Saturday, 7:00 a.m. to 7:00 p.m., and BP will use its best efforts to limit or avoid Saturday construction activities.

24. The parties hereto agree to request that the BZA, and/or any other D.C. agency incorporate the terms of this Agreement as a condition of any Final Order affecting any and all administrative proceedings, applications or actions referred to herein. The provision which the parties will request to be included as a condition to any order shall be substantially similar to the following:

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The terms and conditions of a certain Community Development Agreement between BP, Square 776 and Stanton Park, dated _____, 2001, are incorporated in this order as though fully set forth herein and shall be enforceable in the same manner as any other condition contained in an order of this Board."

As so incorporated, the terms of the Agreement will be enforceable through the zoning code enforcement procedures of the District of Columbia. Independently of such incorporation, the Agreement shall also continue in full force and effect as an agreement among the parties, and shall be enforceable through judicial proceedings in law or equity commenced by any party to the Agreement, or by any Square 776 neighbor adversely affected by violation of the Agreement.

25. The various rights and obligations of the parties under this Agreement are expressly contingent upon BP obtaining all approvals from the appropriate D.C. agencies necessary to fully implement the redevelopment as permitted under this Agreement.

26. If any provision of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

27. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein.

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28. All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. BP will not seek any order from the BZA or any other District or federal agency which is inconsistent with this Agreement.

29. The terms of this Agreement contained herein are binding between the parties who execute this Agreement and their successors and assigns.

30. Exhibits _____ through _____ referenced herein are incorporated into and made a part of this Agreement. The parties will carry out the obligations set forth in the Exhibits as fully as though such obligations were set forth in the body of the Agreement.

31. Modification of this Agreement must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by persons duly authorized to bind them as of the day and year first above written.

BP CORPORATION

By: DRAFT
Joseph Mullan
Asset Manager
Middle Atlantic Business Unit

SQUARE 776

By: DRAFT
Sarah Robinson

By: DRAFT
Mackie J. McCrea, Jr.

STANTON PARK NEIGHBORHOOD ASSOCIATION

By: DRAFT
Drury Tallant
Co-chairman

KENNETH J. WILHELM

By: DRAFT
Kenneth J. Wilhelm

159660

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BRANDS FOR PEOPLE ON THE GO

THE WILD BEAN CAFE™

THE WILD BEAN PREMIUM COFFEE

Thirst Oasis™
FOUNTAIN CENTER

WILD BEAN BAKERY

CROISSANTS

PLAIN 1.05
CHOCOLATE FILLED 1.39
RASPBERRY CHEESE FILLED 1.39

SWIRL

SWEET CHEESE 1.49
LEMON 1.49

SCONES

CINNAMON 1.39

MUFFINS

BLUEBERRY, CHOCOLATE CHIP, CARROT WALNUT, CRANBERRY WALNUT 1.49

ROLLS

PETIT PAIN ..... .49

COOKIES

CHOCOLATE CHIP, OATMEAL RAISIN, SHORTBREAD
EA. .99 ..... 2 COOKIES 1.59 ..... 1/2 DOZEN 4.49

SWEET ROLLS

PECAN ROLLS 1.79
CINNAMON ROLL 1.69

BAGELS

PLAIN, SESAME, EVERYTHING, CINNAMON RAISIN, WILD BLUEBERRY, ASIAGO
EA. .65 ..... 1/2 DOZEN 3.49 ... BAKER'S DOZEN 5.99

BAGEL & CREAM CHEESE

PLAIN / LITE / FLAVORED 1.60

CREAM CHEESES

LARGE PLAIN / LITE 1.99
LARGE FLAVORED 2.49

BREAKFAST SANDWICHES

SERVED ON YOUR CHOICE OF BAGEL OR SUBSTITUTE A FRESHLY BAKED CROISSANT FOR JUST .20 MORE

EGG AND CHEESE 1.99

EGG AND CHOICE OF BACON, SAUSAGE OR HAM 1.99

EGG, CHEESE AND CHOICE OF BACON, SAUSAGE OR HAM 2.59



HOT CROISSANTS

SPINACH & CHEESE 2.29
HAM & CHEESE 2.29

THE WILD BEAN CAFE™

MENU



SANDWICHES

SPECIALTY

	COMBO
MANHATTAN CHICKEN FOCACCIA 5.45	6.45
GRILLED CHICKEN BREAST, LEMON ROASTED GARLIC SPREAD, ROASTED PEPPERS & ARUGULA ON FOCACCIA BREAD	
BOSTON TURKEY CLUB 4.99	5.99
HOT ROAST TURKEY BREAST, CHEDDAR, BACON, TOMATOES, ROMAINE & HERB MAYONNAISE ON TOASTED COUNTRY WHITE BREAD	
SANTA FE CHICKEN 4.99	5.99
HOT GRILLED CHICKEN BREAST, MELTED CHEDDAR, ROMAINE, TOMATOES & CHILI-DIJON ON TOASTED TOMATO HERB BREAD	
CHICAGO CHICKEN CLUB 5.45	6.45
HOT GRILLED CHICKEN BREAST & HAM WITH MELTED SWISS, HONEY MUSTARD, TOMATOES & ROMAINE ON A TOASTED FRENCH ROLL	
D.C. VEGGIE 4.99	5.99
FRESH MOZZARELLA CHEESE, TOMATO AND PESTO ON FRESHLY BAKED FRENCH ROLL	

WILD BEAN WRAPS

	COMBO
[illegible]KEN CAESAR WRAP 4.99	5.99
GRILLED CHICKEN BREAST, ROMAINE, SHREDDED ASIAGO CHEESE & CAESAR DRESSING WRAPPED IN FRESH LAVASH	
HONEY SMOKED TURKEY WRAP 4.99	5.99
SMOKED TURKEY BREAST, SWEET ROASTED PEPPERS, TOMATOES, ALFALFA SPROUTS, ROMAINE, HONEY MUSTARD WRAPPED IN FRESH LAVASH	
TUNA WRAP 4.99	5.99
ALBACORE TUNA, CHEDDAR, ROMAINE, TOMATOES, ALFALFA SPROUTS, AND CHILI-DIJON SPREAD WRAPPED IN FRESH LAVASH	

MEAL COMBOS

COMBO DEALS INCLUDE:

SANDWICH; 22OZ FOUNTAIN DRINK; CHOICE OF CHIPS OR COOKIE



DESIGN-YOUR-OWN

	COMBO
SMOKED TURKEY 3.99	4.99
ROAST BEEF 3.99	4.99
HAM 3.99	4.99
TUNA 3.99	4.99

TOPPINGS

FRESH TOMATOES, ROMAINE, RED ONIONS, ARUGULA, ALFALFA SPROUTS, DIJON MUSTARD, HONEY MUSTARD, MAYO, HERB MAYO

BREAD

FRENCH, TOMATO HERB, MULTI GRAIN, COUNTRY WHITE, LAVASH, FOCACCIA, BAGEL, CROISSANT

ADD ONS

CHEDDAR, SWISS, BACON, OR ROASTED RED PEPPERS ..... EACH 60¢

FRESH MOZZARELLA 1.00

SALADS

ALL SALADS COME WITH A FRESHLY BAKED ROLL

	COMBO
GARDEN SALAD 3.19	4.19
CAESAR SALAD 3.95	4.95
CHICKEN CAESAR SALAD 4.95	5.95
CHEF'S SALAD 5.29	6.29

SOUPS

REGULAR SOUP 2.69

LARGE SOUP 3.39

SMALL FRUIT CUP 1.79

LARGE FRUIT CUP 2.79

FRESH COFFEE

FRESH BREWED WILD BEAN COFFEE

	SMALL 12OZ	MEDIUM 16OZ	LARGE 20OZ	REFILL
REGULAR, DARK, DECAF & FLAVORED	.89	.99	1.09	.69

	12OZ
TEA	.89



SPECIALTY DRINKS

	2OZ	4OZ
ESPRESSO SHOTS	.99	1.59

	12OZ
CAPPUCCINO	.89
CAFE LATTE	.89
COFFEE	.89

	MEDIUM 16OZ	LARGE 24OZ
LEMONADE	.99	1.29

	REGULAR 22OZ	MEDIUM 32OZ	LARGE 44OZ
FOUNTAIN BEVERAGE	.79	.89	.99

	REGULAR 9OZ	LARGE 16OZ
FRESH ORANGE JUICE	1.49	2.39