Rec'd 8.3.01

To the Board of Zoning Adjustment regarding Case No. 16716

I appear today in ~~opposition~~ favor to Case No. 16716 of Sunrise Connecticut Avenue Assisted Living.

My name is John W. Gill and I, along with my son, Nicholas Gill, are owners of a major part of the east side of the 5000 block of Connecticut Avenue, NW, one block to the south of the proposed development.

I have three brief points I would like to make to the Board and then read a letter presented in person to Mayor Williams that was signed by 22 business owners, six property owners and 2 managers of additional businesses in our block.

Firstly, I have never received any notices from any agency of the City regarding this development.

Secondly, the Sunrise project is in violation of the Zoning Code for the project proposes commercial businesses such as a beauty salon and dining facility. The zoning code only allows for this if there are no commercially zoned property with a quarter of a mile of the site. In this case, our block- the adjoining block- is commercially zoned.

Thirdly, the Sunrise project violates the Zoning Code by failing to provide sufficient parking as required by the Code.

Attached to this page is a letter with attachments that was presented to Mayor Williams. I will read it into the record, but I want to preface my reading by commenting on the reckless disregard that Sunrise has for the laws of our community. Sunrise is trying to flat out violate covenants that run with the land that prohibit the exact project they have before you. They are trying to skirt their lawful responsibilities by failing to honor this covenant, which I might add they had full advance knowledge of before buying the property.

Now I will read the letter. Thank you for your consideration.

John W. Gill Sr.

BZA
Case No. 16716
Exhibit No. 43

Board of Zoning Adjustment
District of Columbia
CASE NO.16716
EXHIBIT NO.43

Anthony Williams
Mayor
District of Columbia

Dear Sir:

Thank you for the opportunity to present our comments about the construction of a 90 foot tall building in the 5100 block of Connecticut Avenue, NW.

We, the undersigned business owners and/or commercial property owners in the 5000 block of Connecticut Avenue, NW vehemently oppose this construction on the following grounds:

The low density development in the surrounding neighborhoods makes our commercial area attractive and economically viable. The proposed high density development along the narrow strip of Connecticut Avenue north of Nebraska Avenue offers little economic advantage but significant disadvantage to our business. We understood that this developer typically supplies its facilities using out-of-city vendors. Its residents customarily do not support local business in a significant way. Yet the developoment will require substantial parking for staff, visitors, and vendors supplying the building. In addition, it will contribute significantly to traffic congestion. This will negatively impact our businesses.

We invested in the adjoining block in reliance on a 1925 covenant (copy attached) restricting development in the 5100 block to single family detached, semi-detached or groups of three homes (one attached and two semi-detached). It was precisely this promise of the lack of density that made investment in our block attractive. It is lack of density that enables our customers and patrons the ability to park their cars and shop in our stores. The "Sunrise" development will destroy this ability and will severely hurt our businesses. We do not want our city government to approve building permit applications inconsistent with such covenants. Please do not force us to spend the time and money to sue to enforce the covenant.

We believe less restrictive zoning laws do not supercede more restrictive covenants running with the land. If however, a court strikes down the covenant that we, the business and commercial property owners in the 5000 block of Connecticut Avenue relied on, then we obviously support the effort to downzone from high density to single family rowhouse zoning. To the extent this downzoning prevents the high-density development, we obviously support the downzoning.

We also understand that there are irregularities on the granting of the building permit for the Sunrise
We support the efforts to appeal the issuance of such permits.

Thank you.

Signatories to attached letter to Anthony Williams, Mayor for the District of Columbia from the east side of the 5000 block of Connecticut Avenue, NW

Michael Meyer, Business Owner, Marvelous Market, 5035 Connecticut Avenue, NW 202-686-4040

Larivel Sanchez, Manager, CVS Pharmacy, 5013 Connecticut Avenue, NW
202-966-0327

John Conner, Business Owner, Connecticut Avenue Amoco, 5001 Connecticut Avenue
202-244-6975

Carole Greenwood, Business Owner, Greenwood Restaurant, 5031 Connecticut Avenue
202-364-4444

Charles Schulze, President Connecticut Place Condominium (5039 Connecticut Avenue)
Property Owner, 5039 Connecticut Avenue, NW #3
202-364-1111 Business Owner, Schulze and Pederson Attorneys at Law 5039 Conn.

Patricia Silver, Anthropologist, Researcher 5039 Connecticut Avenue, NW #4
Cell-301-237-0230

Tom Pines, Business Owner, Real Magnet (Internet) 5039 Connecticut Ave #6B
202-244-7845

Nathanial Pearlman, Business Owner, NGP Software Inc. 5039 Connecticut Ave #1
202-686-9330

Phil Jae Lee, Business Owner, Regal Cleaners 5021 Connecticut Avenue, NW
202-537-1846

Dr. Patrick Grogan, Business Owner, Dentist, 5039 Connecticut Avenue, NW #2
Property Owner, 5039 Connecticut Avenue, NW #2
202-363-1314

Nicholas Gill, Property Owner 5015-31 and 5039 (#7) Connecticut Ave.
202-246-4451

John W. Gill, Property Owner 5015-31 Connecticut Avenue, NW
202-363-4114

Wasantha Tennakoon, Business Owner, Murrell's Electronics, 5039 Connecticut Ave. #7
202-338-2915

Frank Silnicky, Manager, Duron Inc. Paint Store, 5023 Connecticut Avenue, NW
202-363-1301

Ed Rockefeller, Property Owner, 5039 Connecticut Avenue, NW #4
202-778-6463

Gwyneth Hand, Business Owner, Kitchen Design 5039 Connecticut Avenue, NW #4
202-244-7704

Robert Schafer, Business Owner, The Kitchen Guild, 5027 Connecticut Avenue, NW
202-362-7111

Nam Dayhoff, Business Owner, Sheffield Liquor Store, 5019 Connecticut Avenue
202-966-5885

Jackie Sunday , Business Owner, Chevy Chase Gallery 5039 Connecticut Avenue #6
202-364-8155

Julie Empson , Business Owner, Children's Resources International, 5039 Conn. #1

Abdel Hammad, Business Owner, Pizza Bolis, 5029 Connecticut Avenue, NW
202-244-5004

Carla Cohen, Business Owner, Politics and Prose Bookstore 5015 Conn. Avenue, NW
Property Owner, 5039 Connecticut Avenue, #5
202-364-1919

Prakit Laohaphan, Business Owner, Thai Room Restaurant, 5037 Connecticut Avenue
202-244-5933

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party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

AND it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.

AND the said party of the first part covenants that he will warrant specially the land and premises hereby conveyed, and that he will execute such further assurances of said land as may be requisite or necessary.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal on the day and year first hereinbefore written.

Signed, sealed and delivered in the presence of- Ervin Edward Waulters (Seal)

Chas. W. Steers

UNITED STATES OF AMERICA.

DISTRICT OF COLUMBIA, to wit:

I, Charles W. Steers a Notary Public in and for the District of Columbia, DO HEREBY CERTIFY that Ervin Edward Waulters (unmarried) party to a certain Deed bearing date on the 28th day of March 1925, and hereto annexed, personally appeared before me in said District, the said Ervin Edward Waulters (unmarried) being personally well known to me as the person who executed the said Deed, and acknowledged the same to be his act and deed.

GIVEN under my hand and seal this 28th day of March A. D. 1925.

Charles W. Steers

(NOTARIAL SEAL) Notary Public, D. C.

- - 0 - -

The Chevy Chase Land Co. of Montgomery Co. Md.) No. 24 Recorded April 6, 1925.

to) DEED at 10:30 A. M.

Kay-Schnider-Kay Co.)

THIS DEED Made this 2nd day of April in the year one thousand nine hundred and twenty-five, by and between The Chevy Chase Land Company of Montgomery County,

12,176.93

Call 1228

Filed 9/5/1

73851

[redacted]

287

Maryland, a corporation duly organized under and by virtue of the laws of the State of Maryland, party of the first part, and Kay-Schnider-Kay Company, a body corporate under the laws of the State of Delaware, party of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten (10) Dollars to it paid by the said party of the second part, and of the covenants and agreements of the said party of the second part as hereinafter set forth, does hereby grant and convey unto the said party of the second part, its successors and assigns, in fee-simple, the following described land and premises, with the improvements, easements and appurtenances thereunto belonging, situate in the District of Columbia, namely:-

Lots numbered from twenty-four (24) to Twenty-nine (29), both inclusive, in Square numbered Nineteen hundred and eighty-nine (1989), in the Subdivision made by The Chevy Chase Land Company of Montgomery County, Maryland, as per plat of said subdivision recorded in Book No. 72 page 17 of the records of the office of the Surveyor of the District of Columbia.

SUBJECT to building restriction line as shown on plat recorded in Book No. 72 page 17 of said Surveyor's Office Records.

TO HAVE AND TO HOLD the said land and premises, with the improvements, easements and appurtenances, unto and to the use of the said party of the second part, its successors and assigns, in fee-simple.

SUBJECT to the following covenants and restrictions which shall apply to and charge only the property hereby conveyed, and which covenants and restrictions are not intended to, nor shall they be construed as extending to any other property whatsoever:-

1 - That all buildings erected, or to be erected, upon the land hereby conveyed shall be built and used for residence purposes exclusively, except that stables, carriage houses, sheds, or other out-buildings to be used only in connection with such residences, may be erected upon the rear of, and not elsewhere upon, said land.

2. That the land hereby conveyed, or any building, which may be erected thereon, shall not be used or permitted to be used for any trade, business, manufacturing or mercantile purposes.

3. That no house shall be erected on the land hereby conveyed which shall cost less than $[illegible]000.

4. That no houses in rows shall be built on said property and only detached houses, semi-detached houses, or groups of three houses, shall be built thereon.

AND the said party hereto of the first part hereby covenants to warrant specially the property hereby conveyed, and to execute such further assurances of said land as may be requisite.

Case 00 434

IN TESTIMONY WHEREOF, on the day and year first hereinbefore written, the said The Chevy Chase Land Company of Montgomery County, Maryland, has caused these presents to be signed with its corporate name by Edward J. Stellwagen, its President, attested by George E. Fleming, its secretary , and its corporate seal to be hereunto affixed, and does hereby constitute and appoint George E. Fleming, its true and lawful Attorney-in-fact, for it and in its name, place and stead to acknowledge these presents as its act and deed before any person or officer duly authorized to take such acknowledgment, and to deliver the same as such.

The Chevy Chase Land Company of
Montgomery County, Maryland.
(CORPORATE SEAL) By:- Edward J. Stellwagen, President

Attest:-
George E. Fleming, Secretary

$31.00 Int Rev Stamp Affixed)

DISTRICT OF COLUMBIA, to wit:

I, Albert W. Siousa a Notary Public in and for the District of Columbia, aforesaid, do hereby certify that George E. Fleming, who is personally well-known to me to be the person named as Attorney-in-fact in the foregoing and annexed Deed, dated the 2nd day of April 1925, to acknowledge the same, personally appeared before me in the said District of Columbia, and as Attorney-in-fact as aforesaid, and by virtue of the power and authority in him vested by the aforesaid Deed, acknowledged the same to be the act and deed of the said The Chevy Chase Land Company of Montgomery County, Maryland, and delivered the same as such.

GIVEN under my hand and seal this 2nd day of April A. D. 1925.

Albert W. Siousa

(NOTARIAL SEAL) Notary Public, D. C.

Commission expires April 2, 1928

- - C - -

Kay-Schnider-Kay Co., Inc.) No. 25 Recorded April 8, 1925.
to) TRUST at 10:31 A. M.
Saul & Jacobs, Trs)

THIS DEED Made this 3rd day of April A. D. 1925 by and between Kay-Schnider-Kay Company, Incorporated, a corporation duly organized under the laws of the

D. F. Saul Co. Mail to 4-23-1929 R.R.

Case 00234

3

TO: ROBT G

COLUMBIA REAL ESTATE TITLE INSURANCE COMPANY

1422 H Street, Northwest · Washington, D. C. 20005
Phone 628-3788

REPORT OF TITLE

Case No. 202,794

THIS COMPANY has caused to be examined the record title to the real estate described in Schedule "A" to the date below for the protection of _____ in the consummation of a purchase in the amount of $_____ and found to be vested in K. J. M. INVESTMENT CORP., a District of Columbia corporation, whose estate or interest is a fee simple title and found to be free from recorded objections except as noted in Schedule "B."

Reference only

SCHEDULE "A" (Description)

Lots 48, 53, 54, 55 and 57 in the Subdivision made by Chevy Chase Land Company of Montgomery County, Maryland, of lots in Square 1989, as per plat recorded in Liber No. 77 at folio 79, of the Records of the Office of the Surveyor of the District of Columbia.

SCHEDULE "B" (Objections)

1. Unpaid taxes, water rent, and assessments.
2. Such state of facts as would be disclosed by an accurate survey of the premises. ☐ Eliminate
3. Building and zoning regulations in force in the District of Columbia.
4. Deed of Trust from Christiane Tague and Helen Holland, joint tenants, to Samuel Scrivener, Jr. and Junior F. Crowell, trustees, dated September 14, 1961 and recorded September 22, 1961 in Liber 11673 at folio 338; Secures PERPETUAL BUILDING ASSOCIATION, in the sum of $20,000.00.
   AFFECTS LOT 48 OF CAPTION PROPERTY
   NOTE: By Instrument dated February 28, 1969 and recorded in Liber 12970 at folio 586, The National Bank of Washington was appointed substitute trustee hereunder.
5. Deed of Trust from K. J. M. Investment Corp., a District of Columbia corporation, to Samuel Scrivener, Jr. and Junior F. Crowell, trustees, dated December 4, 1962 and recorded December 19, 1962 in Liber 11920 at folio 496; Secures PERPETUAL BUILDING ASSOCIATION, in the sum of $20,000.00.
   AFFECTS LOT 53 OF CAPTION PROPERTY
   NOTE: By Instrument dated February 28, 1967 and recorded in Liber 12970 at folio 595, The National Bank of Washington was appointed substitute trustee hereunder.
6. Deed of Trust from K. J. M. Investment Corp., a District of Columbia corporation, to Samuel Scrivener, Jr. and Junior F. Crowell, trustees, dated December 4, 1962 and recorded December 26, 1962 in Liber 11923 at folio 234; Secures PERPETUAL BUILDING ASSOCIATION, in the sum of $20,000.00.
   AFFECTS LOT 54 OF CAPTION PROPERTY

- CONTINUED ON ATTACHED SHEET -

CERTIFIED this 8th day of April, 19 72

COLUMBIA REAL ESTATE TITLE INSURANCE COMPANY

By, Robert O. Bloch
ROBERT O. BLOCH, Vice President

No liability is assumed by Columbia Real Estate Title Insurance Company under this Report of Title unless it is accompanied by an Interim Binder of this Company.

ATTACHED SHEET TO CASE NO. 202,794

SCHEDULE "B" (Objections)

- continued -

7. Deed of Trust from K. J. M. Investment Corp., a District of Columbia corporation, to National Savings and Trust Company, trustee, dated May 31, 1963 and recorded July 1, 1963 in Liber 12024 at folio 77; Secures AMERICAN SECURITY AND TRUST COMPANY, in the sum of $19,000.00 with interest until paid at 6% per annum. $61.00 monthly. Due June 1, 1978. AFFECTS LOT 55 OF CAPTION PROPERTY

8. Deed of Trust from K. J. M. Investment Corp., a District of Columbia corporation, to William E. Shannon and Kenneth J. Luchs, trustees, dated June 12, 1964 and recorded June 25, 1964 in Liber 12232 at folio 196; Secures POTOMAC FEDERAL SAVINGS AND LOAN ASSOCIATION, in the sum of $29,500.00.
AFFECTS LOT 57 OF CAPTION PROPERTY

9. Deed of Trust from K. J. M. Investment Corp., a District of Columbia corporation, to Bernard E. Roache and Ellis L. Lyon, trustees, dated August 13, 1965 and recorded August 17, 1965 in Liber 12464 at folio 5; Secures STERLING CAPITAL CORP. in the sum of $63,000.00. Due in five years, with interest at 6% per annum, payable semi-annually.
AFFECTS ALL OF CAPTION PROPERTY (Lots 48,53,54,55 and 57)

10. Rights of parties in possession under unrecorded leases.

11. The covenants, that all buildings erected or to be erected upon said land shall be built and used for residence purposes exclusively, except that stables, carriage houses, sheds, or other out-buildings to be used only in connection with such residences may be erected upon the rear of and not elsewhere upon said land; that said land or any building which may be erected thereon shall not be used or permitted to be used for any trade, business, manufacturing or mercantile purposes; that no house shall be erected on said land which shall cost less than $5,000.00, and that no house in rows shall be built on said property, and only detached houses, semi-detached houses or groups of three houses shall be built thereon.

12. The right of way over the following described part of said Lot 57 - Beginning at a point in the Southerly line of said lot, 54 feet Southeasterly from the Easterly line of Chevy Chase Parkway; and running thence by and with said Southeasterly line of said Lot 57, 30.62 feet to the rear line thereof; thence Northeasterly along said rear line 4 feet 10 1/2 inches; thence Northwesterly parallel with the Southeasterly line of said Lot 57, 30.62 feet; and thence South 4 feet 10 1/2 inches to the point of beginning.

To the District of Columbia Government
Zoning Office

And to the affected ANCs and the Chevy Chase Citizens Association

Re: Case No. 00-23 (Downzoning of Eastern Side of Connecticut Avenue, NW from Nebraska Avenue to Jocelyn Street)

March 20, 2001

I am a property owner in the 5000 Block of Connecticut Avenue, NW (5039 Connecticut Avenue, NW Unit 4). While I understand what the ANC 3G's position regarding downzoning is and accept the position that over development of the site in question is detrimental to me and to the neighborhood, I believe, that at least with respect to the properties between Chevy Chase Parkway and Nebraska (highlighted in yellow on the attached map) that development inconsistent with the existing covenants that run with the land would be impossible. The covenants, as the attached documentation provide, allow only for detached, semi- detached or groups of three residential houses. No doubt the Chevy Chase Land Company who put these covenants on their land did so in exchange for benefits given to them on other parcels in the city.

I bought my property in reliance on these covenants. I hope the ANCs and the Citizens Association, on behalf of the property owners in our neighborhood, will enforce these covenants regardless of the outcome of the downzoning action. I further hope that what appears to be purposeful waste and lack of maintenance of the properties between Nebraska and Chevy Chase Parkway on the east side of Connecticut is arrested through the enforcement of existing housing code laws. Your help, on behalf of the neighborhood, to ask the DC government to compel these property owners to take care of these properties would be greatly appreciated.

Thank you for your consideration.

Dr. Patrick Grogan
5039 Connecticut Avenue, NW Unit 4
202-363-1314

Mr. Steven M. Klebanoff
c/o Mr. William T. Wheeler, Esq.
Lee Plaza
Suite 700
8601 Georgia Avenue
Silver Spring, MD 20910

February 11, 1997

Dear Mr. Klebanoff:

It has come to my attention that you are currently seeking to have the use covenant affecting the properties on the 5100 block of Connecticut Avenue, N.W. released by the property owners in the 5100 block of Connecticut Avenue.

Please be advised that this covenant serves to protect the low density residential character of the immediate neighborhood and is very beneficial to the property owners and lessees in the immediate neighborhood who relied on them when purchasing or leasing their property.

I am one of these owners and while I doubt your strategy of recording releases would have any legal effect, please be assured that I, in conjunction with similarly minded neighbors, would employ all appropriate options available to us to prevent any change to the status quo of our pleasant neighborhood.

Sincerely,

Joseph Gaglio

P.S. It is my understanding these covenants in part state that these properties (Lots 44-58 in Square1989), "shall not be used or permitted to be used for any trade, business, manufacturing or mercantile purposes" and "only detached houses, semi detached houses or groups of three houses shall be built thereon".

cc: David Borkowski
Diana W. McKinney
Helen K. & William R. Dyer
Louis & Sunny Reyes
Walter E. Beach, President, Chevy Chase Citizens Association
Allen E. Beach, ANC Commissioner, Chevy Chase

FIRST-SUMNER

Real Estate Investment and Development

February 7, 1997

Mr. David Borkowski
5101 Connecticut Avenue, NW
Washington, DC 20008

RE: 5100 Block
Connecticut Avenue

Dear David:

Our firm is the contract purchaser of the Coll property at 5103-5109 Connecticut Avenue We are contacting all of the property owners along the east side of Connecticut Avenue between Chevy Chase Parkway and Nebraska Avenue to draw your attention to a restrictive covenant that applies to each of the properties in this block (Lots 44-58 in Square 1989) We discovered this covenant while preparing our title report We have attached with this letter a copy of the covenant and record plat information for your reference

This covenant, which dates back to 1925, has the effect of seriously restricting the uses and future development of the applicable properties Paragraph 2 states that the property ".. shall not be used or permitted to be used for any trade, business, manufacturing or mercantile purposes," and in Paragraph 4 that " only detached houses, semi-detached houses, or groups of three houses, shall be built thereon." It would appear that the operation of a dentist office may be in violation of this covenant Violations of the covenant could lead to legal claims and actions to cease and/or to restore the properties to the required uses.

Accordingly, we believe that prompt removal of this covenant is desirable. In addition, its removal can only enhance the market value of your property over the long term and will be in the best interest of everyone concerned. We have been advised by our title company and counsel that these restrictions can be removed by having all affected property owners together execute and record a release of the restrictive covenant.

If you agree that the covenant should be removed, we request that you execute the attached covenant release document (along with your spouse) and forward it to Mr William Wheeler, Esquire of Wheeler and Korpeck When all owners have sent him the documents, he will then record the covenant release, confirm the recordation with you, and provide you a copy of the fully-executed document. This service is offered at no cost to you Please make sure that the ownership name is listed correctly and advise Mr Wheeler of any necessary corrections We will be executing the document as well

342 Hungerford Drive, Rockville, Maryland 20850
(301) 315 8026 Fax (301) 315 8928

The address of Wheeler and Korpeck is:

Lee Plaza
Suite 700
8601 Georgia Avenue
Silver Spring, Maryland 20910

We encourage you to review the enclosed documents with your attorney or real estate advisor. We do not intend by this letter to be providing legal advice If you have questions for Mr. Wheeler, he can be reached at 301-587-6200. If you would like to contact me, I can be reached at (301) 315-8926. It would be appreciated if you could return the release form to Mr. Wheeler not later than February 28, 1997

Thank you for your cooperation.

Very truly yours,

Steven M Klebanoff
President

Enclosure

cc: Mr. William T Wheeler, Esquire

Q:\WORD\SMK\6122.WPD

05/31/2001 12:50 2023385005 H A GILL AND SON INC PAGE 01
05/30/2001 15:25 FAX 202 778 6460 SCHIFF HARDIN & WAITE PAGE 01
05/30/2001 13:49 2023385005 H A GILL AND SON INC PAGE 02

FAX No. 202 338-5005

Anthony Williams
Mayor
District of Columbia

Dear Sir:

Thank you for the opportunity to present our comments about the construction of a 90 foot tall building in the 5100 block of Connecticut Avenue, NW.

We, the undersigned business owners and/or commercial property owners in the 5000 block of Connecticut Avenue, NW vehemently oppose this construction on the following grounds:

The low density development in the surrounding neighborhoods makes our commercial area attractive and economically viable. The proposed high density development along the narrow strip of Connecticut Avenue north of Nebraska Avenue offers little economic advantage but significant disadvantage to our business. We 2, that this developer typically supplies its facilities using out-of-city vendors. Its residents customarily do not support local business in a significant way. Yet the development will require substantial parking for staff, visitors, and vendors supplying the building. In addition, it will contribute significantly to traffic congestion. This will negatively impact our businesses.

We invested in the adjoining block in reliance on a 1925 covenant (copy attached) restricting development in the 5100 block to single family detached, semi-detached or groups of three homes (one attached and two semi-detached). It was precisely this promise of the lack of density that made investment in our block attractive. It is lack of density that enables our customers and patrons the ability to park their cars and shop in our stores. The "Sunrise" development will destroy this ability and will severely hurt our businesses. We do not want our city government to approve building permit applications inconsistent with such covenants. Please do not force us to spend the time and money to sue to enforce the covenant.

We believe less restrictive zoning laws do not supercede more restrictive covenants running with the land. If however, a court strikes down the covenant that we, the business and commercial property owners in the 5000 block of Connecticut Avenue relied on, then we obviously support the effort to downzone from high density to single family rowhouse zoning. To the extent this downzoning prevents the high-density development, we obviously support the downzoning.

We also understand that there are irregularities on the granting of the building permit for the Sunrise. We support the efforts to appeal the issuance of such permits.

Thank you.

X Abdel Hammad Abdel HAMMAD 5029 CONNECTICUT AVE NW 202-244-5004 Pizza Boli (Pizza Delivery) Business Owner

Richard Gill 202 338-5000, property owner, 5015-31 and 5039 #7 Connecticut Ave NW

John W. Gill Sr. 202 338-5000, property owner, 5015-31 Connecticut Ave

Ed Rockefeller 2027786463, property owner 5039 Conn Ave #4

Richard Dekaser THE KITCHEN GURU BUS. OWNER 5027 CONNECTICUT AVE, NW 202-362-7111

10

Frank Silnicky Manager, DURON INC Paint Store 5021 Connecticut Ave. NW 202-363-1302

WASANTHA JENNAKOON BUSINESS OWNER MURREL ELECTRONICS 5039 CONNECTICUT AVE #7 338-2915

Pat Vaughn Dentist BUSINESS OWNER, PROPERTY OWNER 5039 CONN AVE 363-1514 #2

BUSINESS OWNER, 5021 CONN. AVE 537-1846

Anthony Williams
Mayor
District of Columbia

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We also understand that there are irregularities on the granting of the building permit for the Sunrise We support the efforts to appeal the issuance of such permits.

Thank you,

X _____ CLARIVEL SANCHEZ
MANAGER CVS, Pharmacy
202 966-0327 5013 Connecticut Ave NW.
Manager.

X _____
JOHN CONNER
202-244-6975 5041 Connecticut Ave NW
BUSINESS OWNER. CONNECTICUT AVE. MOCO

X _____
Carole Greenwood
Business owner, Greenwood Restaurant
5031 Connecticut Ave NW 202 364-4444

_____
Charles Schulze
President Connecticut Place Condominium (5039)
Property Owner 5039 Connecticut Ave #3
Business Owner, Schulze & Pederson, PC
Attorneys at Law

(11)

Anthony Williams
Mayor
District of Columbia

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The low density development in the surrounding neighborhoods makes our commercial area attractive and economically viable. The proposed high density development along the narrow strip of Connecticut Avenue north of Nebraska Avenue offers little economic advantage but significant disadvantage to our business. We find that this developer typically supplies its facilities using out-of-city vendors. Its residents customarily do not support local business in a significant way. Yet the development will require substantial parking for staff, visitors, and vendors supplying the building. In addition, it will contribute significantly to traffic congestion. This will negatively impact our businesses.

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We also understand that there are irregularities on the granting of the building permit for the Sunrise
We support the efforts to appeal the issuance of such permits.

Thank you, Chris Brookfield

X _____ BUSINESS OWNER MARVELOUS MARKET
5035 CONNECTICUT AVE NW 20268-4040

X _____ CLARIVEL SANCHEZ 2026-0327 5013 Connecticut Ave NW.
MANAGER CVS, Pharmacy Manager

X _____ 202-244-6975 5041 Connecticut Ave NW
JOHN CONNER BUSINESS OWNER Connecticut Ave. AMOCO

X _____ BUSINESS OWNER, Greenwood Restaurant
Carolyn Greenwood 5131 Connecticut Ave NW 202-244-44

_____ President Connecticut Place Condo
Charles Schulze (5039)
Property Owner 5039 Connecticut A
Business Owner, Schulze & Pederse
Attorneys at Law

_____ Researcher/Anthropologist 5039
Patricia S. Weir CONNECTICUT AVE #4 30123
02301

X _____ 5039 Connecticut Ave #6B
TOM PINES BUSINESS OWNER Real Magnet
202-244-7845

Anthony Williams
Mayor
District of Columbia

Dear Sir:

Thank you for the opportunity to present our comments about the construction of a 90 foot tall building in the 5100 block of Connecticut Avenue, NW.

We, the undersigned business owners and/or commercial property owners in the 5000 Block of Connecticut Avenue, NW vehemently oppose this construction on the following grounds:

The low density development in the surrounding neighborhoods makes our commercial area attractive and economically viable. The proposed high density development along the narrow strip of Connecticut Avenue north of Nebraska Avenue offers little economic advantage but significant disadvantage to our business. We find that this developer typically supplies its facilities using out-of-city vendors. Its residents customarily do not support local business in a significant way. Yet the development will require substantial parking for staff, visitors, and vendors supplying the building. In addition, it will contribute significantly to traffic congestion. This will negatively impact our businesses.

We invested in the adjoining block in reliance on a 1925 covenant (copy attached) restricting development in the 5100 block to single family detached, semi-detached or groups of three homes (one attached and two semi-detached). It was precisely the promise of the lack of density that made investment in our block attractive. It is lack of density that enables our customers and patrons the ability to park their cars and shop in our stores. The "Sunrise" development will destroy this ability and will severely hurt our businesses. We do not want our city government to approve building permit applications inconsistent with such covenants. Please do not force us to spend the time and money to sue to enforce the covenant.

We believe less restrictive zoning laws do not supercede more restrictive covenants running with the land. If however, a court strikes down the covenant that we, the business and commercial property owners in the 5000 block of Connecticut Avenue relied on, then we obviously support the effort to downzone from high density to single family rowhouse zoning. To the extent this downzoning prevents the high-density development, we obviously support the downzoning.

We also understand that there are irregularities on the granting of the building permit for the Sunrise. We support the efforts to appeal the issuance of such permits.

Thank you,

X _____ BUSINESS OWNER MARVELOUS MARKET 5035 CONNECTICUT AVE NW 202 686 - 4040
Ward 3 Councilmember Mayor Nichols

X _____ CLARIVEL SANCHEZ MANAGER CVS, Pharmacy 5013 Connecticut Ave NW. Manager

X _____ JOHN CONNER 202-244-6975 5041 Connecticut Ave NW Business Owner. Connecticut Ave, Macc

X _____ Carole Greenwood Business owner, Greenwood Restaurant 5131 Connecticut Ave NW 202-244-4

_____ Charles Schulze President Connecticut Place Condo (5039) Property Owner 5039 Connecticut A

_____ Patricia S. Lee Business Owner, Schulze & Pedersen Attorneys at Law Research/Analysis of 5039 Connecticut Ave #4 301 23 0230

X _____ TOM PINES 5039 Connecticut Ave #6B Business owner Real Magnet 202 244-7845

Anthony Williams
Mayor
District of Columbia

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Thank you,

X _____ CLARIVEL SANCHEZ — 202-966-0327 5013 Connecticut Ave NW. MANAGER CVS, Pharmacy — Manager.

X _____ JOHN CONNER — 202-244-6975 5041 Connecticut Ave NW Connecticut Ave. AMOCO — BUSINESS OWNER

X _____ Carolyn Greenwood — Business owner, Greenwood Restaurant 5131 Connecticut Ave NW 202-364-4444

_____ Charles Schulze — President Connecticut Place Condominium (5039) Property Owner 5039 Connecticut Ave # Business Owner, Schulze & Pederson, Attorneys at Law

_____ Patricia S. Muir — Researcher/anthropologist 5039 Connecticut Ave #4 301-237-0230 (Cell)

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Mayor
District of Columbia

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X _____ CLARIVEL SANCHEZ 202-966-0327 5013 Connecticut Ave NW.
MANAGER CVS, Pharmacy Manager.

X _____ 202-244-6975 5041 Connecticut Ave NW
JOHN CONNER BUSINESS OWNER. Connecticut Ave. AMOCO

X _____ Business owner, Greenwood Restaurant
Carolyn Greenwood 5131 Connecticut Ave NW 202-364-4444

_____ President Connecticut Place Condomin (5039)
Charles Schulze Property Owner 5039 Connecticut Ave #
Business Owner, Schulze & Pederson, Attorneys at Law

_____ Researcher/Anthropologist 5039
Patricia S. Wier CONNECTICUT AVE #4 301 237-0230 (Cell)

_____ Business OWNER National Pearlman
Nathaniel Pearlman NBP Software Inc 2026869330 5039 Conn Ave #1

05/30/2001 14:05

Anthony Williams
Mayor
District of Columbia

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Thank you.

GWYNETH HAND	GWYNETH HAND CUSTOM KITCHENS Business owner	202 244 7704	5039 CONNECTICUT AVE NW SUITE 4 WASHINGTON DC 20008
Tadcie Sunday	Chevy Chase Gallery BUSINESS OWNER	2023648155	5039 Connecticut Ave NW #6A
Julie Empson	Children Resources International 5039 Connecticut Ave NW #1	Business owner Property owner	(202)363-9536

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District of Columbia

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Thank you

X [signature] CLARIVEL SANCHEZ — 202-686-0327 5013 Connecticut Ave NW.
MANAGER CVS Pharmacy — Manager.

X [signature] — 202-244-6975 5001 Connecticut Ave NW
JOHN CONNER — BUSINESS OWNER. Connecticut Ave. AMOCO

X [signature] — Business owner, Greenwood Restaurant
Carolyn Greenwood — 5131 Connecticut Ave NW 202-364-4444

[signature] — President Connecticut Place Condominium (5039)
Charles Schulze — Property Owner — 5039 Connecticut Ave #
Business Owner, — Schulze & Pederson, LLP Attorneys at Law

[signature] — Researcher/Anthropologist 5039
Patricia S. Lurie — CONNECTICUT AVE #4 301 237-0230 (cell)

[signature] — BUSINESS OWNER — 5019 CONNECTICUT AVE NW
NAM DAYKOFF — SNEFFIELD LIQUOR — 202 966-5885

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Mayor
District of Columbia

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Thank you,

X [signature] CARLO COHEN — BUSINESS OWNER / PROPERTY OWNER — 202 364 1919 — Politics & Prose — 5015-17 Connecticut Ave NW — 5039 CONNECTICUT AVE #5

X [signature] CLARIVEL SANCHEZ — [redacted]0327 — 5013 Connecticut Ave NW. — Manager.

X [signature] JOHN CONNER — 202-244-6975 — 5001 Connecticut Ave NW — BUSINESS OWNER. Connecticut Ave. Arco

X [signature] Carla Greenwood — Business owner, Greenwood Restaurant — 5131 Connecticut Ave NW 202-364-4444

[signature] Charles Schultze — President Connecticut Place Condomin (5039) — Property Owner — 5039 Connecticut Ave # — Business Owner, Schultze & Pederson, Attorneys at Law

[signature] Patricia S. Tuia — Researcher/Partnerologist of 5039 CONNECTICUT AVE #4 301 237-0230 (cell)

X JULIE EMPSON [signature] — Property owner/Business owner Children's Resources International 5039 CONNECTICUT AVE #1 202-362-[illegible]