Before the Board of Zoning Adjustment
For The District of Columbia

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ALL SOULS MEMORIAL EPISCOPAL CHURCH
2300 Cathedral Ave., N.W.
Washington, D.C. 20008

Application for Special Exception

Docket No. 16875
Hearing Date: 7/2/02

MANAGEMENT PLAN

The All Souls Memorial Episcopal Church (the "Church"), by its undersigned counsel, and as requested by the Board of Zoning Adjustment ("BZA") at its hearing on May 29, 2002, hereby submits this Management Plan in support of its application referenced above for a special zoning exception.

A. APPLICATION OVERVIEW

With the instant application, the Church seeks a special zoning exception to expand the existing use of its parking lot to accommodate the weekday parking needs of up to 17 residents and business people, and thereby alleviate some of the parking demand in the area for the greater good of the community. The parking lot at issue is located in an R-4 Zone District immediately adjacent to the Church parish and administrative wing at 2300 Cathedral Ave., N.W. (hereinafter, "Parking Lot"). Its primary use is, and will remain, to accommodate the parking needs of the Church and its parishioners.

BZA
Case No. 16875
Exhibit No. 34

Board of Zoning Adjustment
District of Columbia
CASE NO.16875
EXHIBIT NO.34

1. Current And Proposed Use Of The Parking Lot

The Church parish was built in the early 1900s, and the Parking Lot has been used continuously at its present location for church parking since about 1930. The Parking Lot is an approved and existing accessory property of the Church which meets all technical requirements for its present use.

On Sundays, parishioners use the Parking Lot to attend church services and evening church-sponsored events. On Saturdays, the Parking Lot is used for weddings, special events, and a Farmers' Market from mid-May through mid-December, which is popular with the community.

Monday through Friday, the Church regularly uses only four of its 21 parking spaces, one for the Rector, one for the Parish Administrator, and two for the Solar Light for Africa Mission.

Therefore, the Parking Lot is substantially underutilized during the week, with 17 spaces remaining largely vacant.

In view of this condition, the Church's Vestry decided to pursue the necessary authorization to make the Parking Lot available for community use during the week to relieve parking congestion in the neighborhood. Before filing its application, the Church sought approval from the Woodley Park Community Association ("WPCA"), which is active in the neighborhood. WPCA responded by adopting a resolution in support of the Church's plans (*see*, Resolution attached as Exhibit A). A similar response was received from the Advisory Neighborhood Commission, as well as Councilmember Jim Graham. In view of its substantial backing for the proposal, the Church filed the instant application.

2. Parking Supply/Demand Warrants Full Utilization Of Available Parking Facilities

The Parking Lot is located in the Woodley Park neighborhood (ANC 3C and Ward 1), which is a community characterized by row houses, many of which have been converted into multi-family dwellings (*see*, Report of Office of Planning, filed herein, page 3), high-density apartment buildings and a bustling commercial district located approximately two blocks from the Church along Connecticut Avenue, as illustrated in the sketch below.

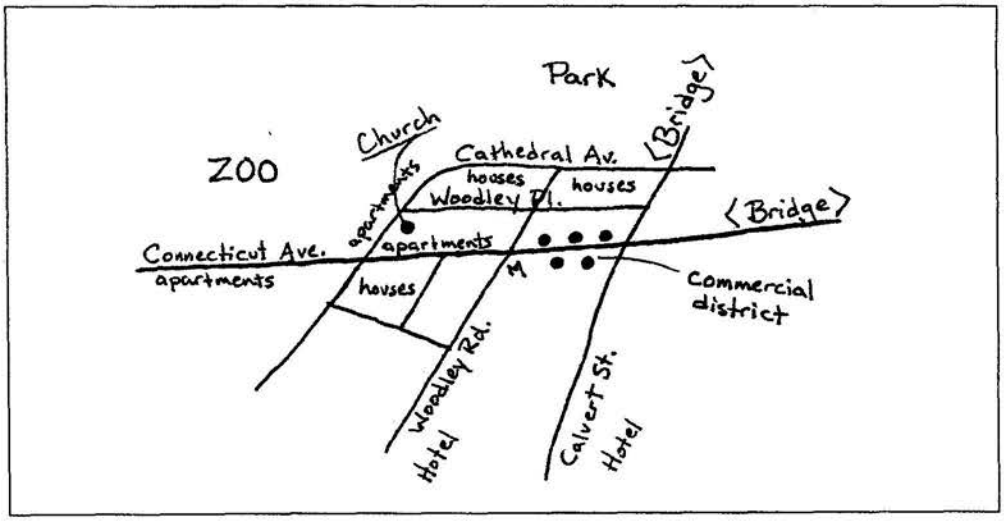


Diagram A

To the south of the community are two large conference centers, the Omni Shoreham and Marriott Wardman Park Hotels. The community is framed on the north and east by two bridges along Connecticut Ave and Calvert Street. Also to the north and northwest are Rock Creek Park and the National Zoo.

Weekday parking in the neighborhood is in high demand. The commercial district on Connecticut Ave. consists of a popular array of restaurants, retail shops and business offices. Two large hotels, one on Woodley Road and the other on Calvert Street, frequently host conferences and receptions which regularly draw large

volumes of vehicular traffic to the community in search of parking. The National Zoo attracts substantial visitor and tourist traffic, as well. In addition, a subway stop at Connecticut Ave. and Woodley Road brings commuters from surrounding neighborhoods who seek parking on the streets of Woodley Park to utilize the subway for downtown travel.

While demand for parking is high, parking facilities in the neighborhood are extremely limited. There is a small public parking lot (approximately 50 spaces), Standard Parking, located below the Lebanese Taverna restaurant and neighboring bank on Connecticut Ave. It has no commercial presence at the street level and is accessed only through the alleyway behind the commercial district. Standard Parking is used primarily for valet parking, but also offers monthly parking permits. However, overnight parking in the lot is prohibited.

There is another small public parking lot (50 spaces, including for handicapped) located underground at the new American Association of Homes & Services For The Aging building at the corner of Calvert Street and Connecticut Ave. Because the building is not fully occupied, a number of spaces remain available during weekdays for monthly permit parking. The parking lot is located more than two blocks from the residential area near the Church. Hourly parking is also available, mainly in the evening until midnight.

Parking may also be found at the nearby hotels, unless a conference or event has filled the limited number of spaces available. Parking at the hotels is expensive, inconvenient to the commercial district and not advertised other than on hotel property. As a result of these factors, it is observed that patrons, residents and visitors to

the area typically drive around the streets of Woodley Park in search of on-street parking. Meters line the streets in the commercial district. On weekdays, the maximum meter stay is one hour, with no parking during morning and afternoon rush hours. Weekday parking on residential streets is more appealing, since visitors and business people can park for two hours before residential parking zone restrictions become effective.

While the on-street parking restrictions and limited availability of private parking spaces impose a substantial burden on visitors and patrons seeking short-term parking, these conditions inflict an even greater weight on residents who compete for spaces near their homes, and on business people with long-term parking needs who are not eligible for residential parking privileges.

In view of these adverse conditions, approval of this application for the requested special zoning exception is warranted to meet the long-term parking needs of 17 residents and business people, and thereby clearing space on the streets for others.

3. Endorsements Received

Since the Church filed the instant application, it has received widespread support from the community at large. The local Advisory Neighborhood Commission (ANC-3C) unanimously recommended approval of the application to the BZA (*see*, Exhibit B). Councilmember Jim Graham, in whose Ward the Parking Lot is located, prepared a letter also urging favorable consideration of the application (*see*, Exhibit C). In addition, the WPCA reaffirmed and filed its earlier Resolution with the BZA in specific support of the Church's application (*see*, Exhibit D).

It is further noteworthy that reports prepared by both the D.C. Office of Planning and the District Division of Transportation recommend BZA approval of the

application. These reports, which are part of the record of this application file, are incorporated herein by reference.

B. CONCERNS RAISED BY PARTY OPPONENT

At its May 29, 2002 hearing on the matter of this application, the BZA granted party status to Mr. Peter Choharis ("Mr. Choharis"), the owner of the property located at 2771 Woodley Place, but who lives elsewhere in the District on New Mexico Ave., N.W., in a different ward and neighborhood. Mr. Choharis raised the following points of concern over the additional use of the Parking Lot in the manner proposed:

1. Safety Concerns

(a) Occupancy of the Parking Lot during evening hours will encourage vandalism and vehicle theft on the Woodley Place block because of the inherent dangerousness of parking lots and because of inadequate lighting in the Parking Lot;

(b) Use of the Parking Lot entrance/exit on Woodley Place will result in collisions between drivers speeding from Cathedral Ave. and failing to give attention when exiting onto Woodley Place; and

(c) Traffic will speed beyond the 25 mph limit after exiting the Parking Lot.

2. Nuisance Concerns

(a) The weekday use of vacant spaces in the Parking Lot will substantially increase vehicular traffic on Woodley Place, resulting in increased noise and air pollution;

(b) Parking Lot tenants will slam their car doors and trunks, thereby disrupting the peace of the neighborhood; and

(c) The Parking Lot will be used for valet or other short-term parking.

A discussion was held between Church counsel and Mr. Choharis on May 30, subsequent to the BZA hearing, in which Mr. Choharis proposed the following alternative solutions to the foregoing safety and nuisance concerns he raised:

Alternative #1 -- Limit tenant use of the Parking Lot to between 9:00 a.m. and 7:00 p.m., Monday through Friday.

Alternative #2 -- Implement the following changes:

(a) Hire a 24-hour security guard with guard booth;

(b) Install a card-entry gate with traffic arm;

(c) Install more lighting; and

(d) Install speed bumps along the 2700 Woodley Pl. block.

C. PARKING LOT MANAGEMENT AND FACILITIES PLAN

The Church proposes the following facilities and management plan for the weekday use of its Parking Lot after due consideration of (a) the safety and nuisance concerns articulated by Mr. Choharis; (b) the interests expressed by the Woodley Park Community Association and the neighborhood at large; (c) the support received from the Advisory Neighborhood Commission; and (d) the feasibility of and necessity for the changes requested by Mr. Choharis.

The Church intends to manage the weekday use of its Parking Lot and its prospective parking tenants in the manner and method set forth in its Monthly Parking License Agreement (hereinafter, "Agreement"), attached hereto as Exhibit E, and discussed further below.

1. Parking Lot Structural Plan

The Parking Lot is an approved and existing facility. It currently meets all of the technical requirements for use as a parking lot, including an all-weather impervious surface, striping, fencing, landscaping and lighting.

Upon approval by the BZA of its application, the Church will restripe its Parking Lot to clarify the distinction between tenant parking spaces and those reserved for weekday Church use. The following configuration is proposed:

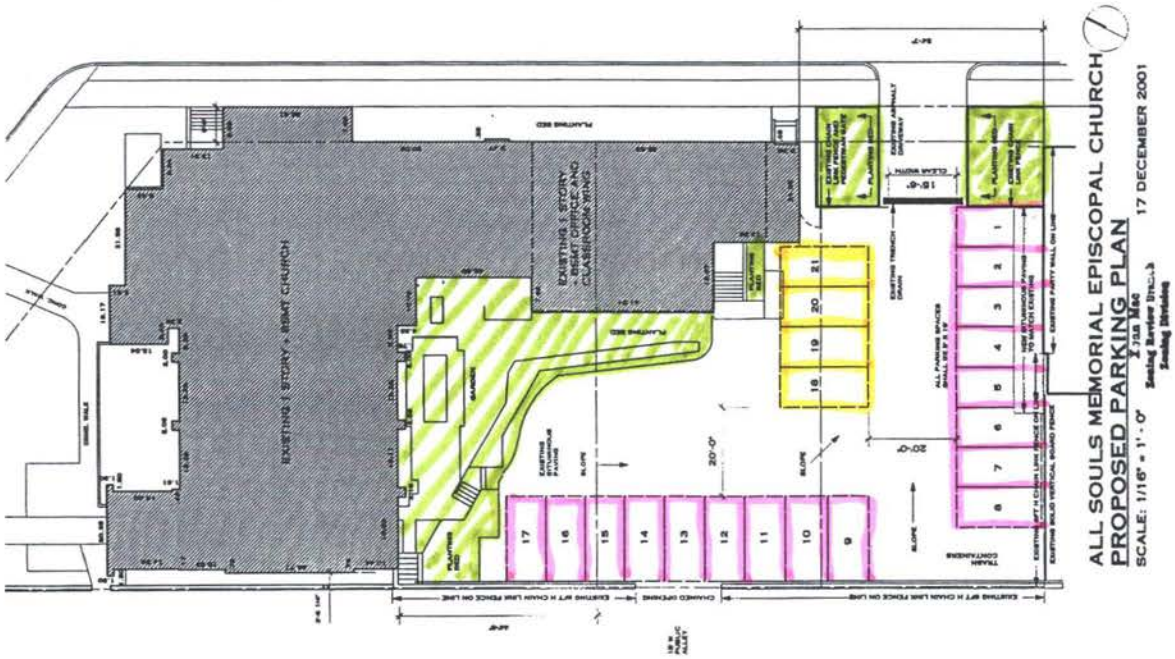


Diagram B

In the foregoing diagram, tenant parking spaces are those outlined in pink above, while spaces reserved for weekday use by the Church are outlined in yellow.

There are currently signs posted at the entrance to the Parking Lot, as well as along the perimeter fence area (*see*, Exhibit F, attached hereto) indicating that the Parking Lot is private and that violators will be towed. These signs will remain on the property.

The Parking Lot is surrounded on two sides by substantial garden space, shaded in green in Diagram B, above. Photographs of the landscaping around the Parking Lot are set forth in Exhibit G, attached hereto. These garden spaces more than adequately meet the landscaping requirements set forth in the regulations. They will remain in their current size and form after approval of this application. Two existing mature trees border the Woodley Park entrance to the Parking Lot (*see*, Exhibit F, "From Woodley Place Entrance"), creating a pleasant canopy of green over the area, without obstructing visual observation of oncoming vehicles.

A third side of the Parking Lot is bordered fully by a row house, located at 2762 Woodley Place, which has been owned by the Church since the 1950s (*see*, Exhibit H hereto). The Church's Assistant Rector occupied the house until the end of March 2002 when she was assigned to another parish. The house remains as Church property. As depicted in Exhibit H, the backyard of the house is separated from the Parking Lot by both a chain-link fence and a taller wooden stockade fence.

The fourth side of the Parking Lot borders entirely along a public alley which abuts a large apartment building (*see*, Exhibit H). The Parking Lot is separated from the alley by a six-foot chain link fence. There exists an entrance from the Parking Lot into the alley, which the Church does not regularly use. Currently, a sliding extension fence is slung open and a chain is secured across the opening (Exhibit H, bottom photograph). Upon approval of this application, the Church will close this open fence portion with the existing extension fence, thereby securing the entire border to the alley and allowing parking in the spaces designated 12 through 14 on Diagram B, above.

2. Lighting

Existing lighting on the Parking Lot is adequate. At the hearing on May 29, 2002, John Moore of the Office of Planning, informed the BZA that he had personally inspected the Parking Lot after dark and found the lighting to be sufficient. In support of his observation and assessment, both the diagram below and the photographs displayed in Exhibit I, show the locations and illumination patterns of the lights on the Parking Lot, labeled A through F.

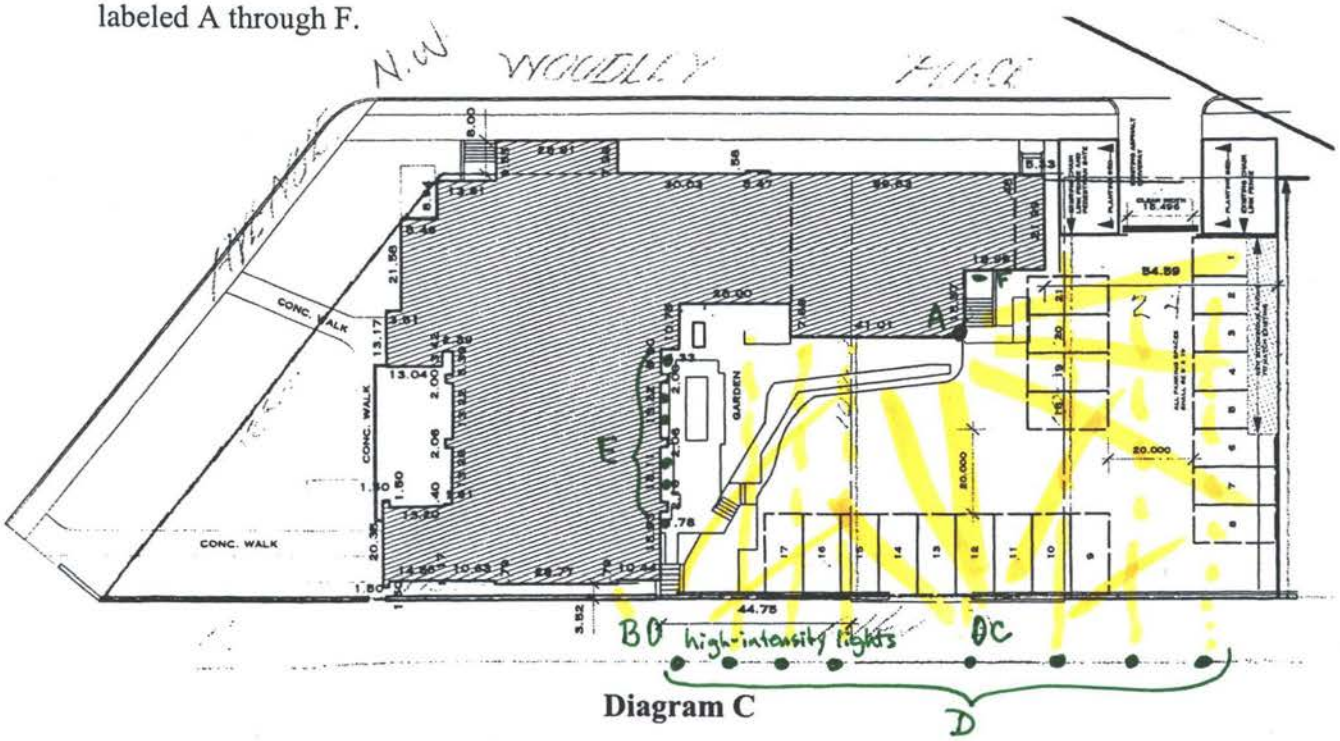


Diagram C

There are four categories of lights on the Parking Lot. Light group A is an existing spot light affixed to the back corner of the Church's administrative wing at the roof level. This is a high intensity light which illuminates the entire southern half of the Parking Lot, as well as the side of the Church building.

Lights B and C are existing city-owned street lights which are erected on high posts in the alleyway. While they are not particularly high in intensity, they cast light over large, overlapping areas of the Parking Lot, as they are situated directly over

the region. Two other street lights flank lights B and C, but do not penetrate the Parking Lot directly.

Light group D comprises a series of existing security lights which are affixed to the back of the apartment building abutting both the alley and the Parking Lot perimeter. Three of the lights in this group located nearest Cathedral Ave. are high intensity white lights which, by themselves, illuminate the northern half of the Parking Lot and otherwise supplement the other light groups A through C. The light produced by light group D is effectively unobstructed by the chain link fence which separates it from the Parking Lot.

Light groups E and F are spot lights directed toward the Church and at the back entranceway, respectively. These security lights cast beams on otherwise dark areas of the grounds surrounding the Parking Lot.

The lighting of the Parking Lot meets fully the requirements for illumination, yet without creating a nuisance to surrounding residential properties. Any additional lighting would merely be redundant.

3. Crime Not Affected

Any argument that the proposed additional use of the Parking Lot will contribute substantially to the rate of crime in the neighborhood is specious. The number of vehicular-related offenses reported on the 2700 block of Woodley Place is minimal, particularly when viewed in the context of District-wide crime rates.

As portrayed in the charts below, for the past 3½ years, or since 1998, there have been only four thefts or attempted thefts of property from automobiles, one stolen, and one attempted stolen vehicle in the same period of time. By comparison, the

Crime Statistics Division of the Metropolitan Police Department reports some 8,000 thefts from automobiles and 2,300 stolen vehicles District-wide from 1998 to the present.

Crime Statistics For The 2700 Block Of Woodley Place, N.W.[1]

1998

Offense	Date	Time	Location
Attempted Theft from Auto	05/16/98	2:00 pm	2728 Woodley Pl.
Theft from Auto	10/14/98	11:00 pm	2728 Woodley Pl.

1999: No crimes on or from automobiles reported.

2000

Offense	Date	Time	Location
Stolen Auto	01/20/00	2:00 pm	2760 Woodley Pl.

2001

Offense	Date	Time	Location
Theft from Auto	01/14/01	6:00 pm	2700 Woodley Pl.

2002

Offense	Date	Time	Location
Theft from Auto	04/22/02	9:30 am	2738 Woodley Pl.
Attempted Stolen Auto	06/02/02	4:00 pm	2700 Woodley Pl.

Diagram D

Based on the foregoing, one can reasonably conclude that there is a low incidence of crime in the neighborhood, yet the street is consistently lined with parked vehicles at all hours of the day and night. Where, as here, a community has no tendency towards crime, it is purely speculative to assert a surge in crime should the Church's application be approved.

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[1] Data from the Metropolitan Police Department, 2nd District.

Moreover, it should be noted from the existing crime statistics, that all but one of the reported incidents of crime occurred in daytime hours. Therefore, even if the Church were to restrict weekday tenant parking to daytime hours, as Mr. Choharis suggests, the statistics indicate that the restriction would have no effect on the incidence of vehicular crime. Accordingly, any argument of this nature should be rejected.

Notwithstanding, the Church will promptly notify the Second District police station of the additional use of the Parking Lot once it is implemented, so that officers patrolling the area can pay special attention for suspicious activity, should it occur.

4. Composition And Selection Of Prospective Tenants

The Church is committed to meeting the objectives that both the Advisory Neighborhood Commission and the Woodley Park Community Association envisioned by their support of the Parking Lot proposal, which is to provide parking to residents and business people in the community and thereby alleviate parking constraints on the community by up to 17 spaces.

Parking tenants will be selected on a first-come, first-served basis. The Church is already maintaining a list of residents and business people who have expressed an interest in entering into a long-term lease arrangement to park in the Parking Lot. The Church anticipates high demand for its available spaces, despite its time limitations, particularly from residents in the immediate neighborhood, given that the nearest public parking is two blocks away and does not permit overnight stay in its lot. The alternate public parking is either too far to be practical or too expensive.

Immediately upon approval of the application, the Church will notify the Advisory Neighborhood Commission and the Woodley Park Community Association to allow these groups to announce and post on their websites the availability of spaces in the Parking Lot, and thereby provide advance notice to residents.

Any person who wishes to lease a space in the Parking Lot must agree to the terms and conditions set forth in the Church's Agreement (Exhibit E), and must comply with those terms to continue as a parking tenant.

While, pursuant to its Agreement (*see* paragraph 3, Exhibit E), the Church reserves for itself the right to deny parking privileges to a prospective tenant, it will do so only where there exists a reasonable basis for the action. In no event will the Church decline to enter into a parking arrangement solely because the applicant is either a resident or a business person.

Tenants are prohibited from assigning or subletting their parking spaces to third parties (*see*, Exhibit E, paragraph 2(a)).

All Agreements entered into will remain on file at the administrative offices of the Church so long as they remain in effect. In addition, the Church will maintain an active list of tenants, their vehicle identification and contact information. In the event notice is required to vacate the Parking Lot or to reserve certain spaces during the week, the Church will have ready access to tenant information so that timely arrangements can be made.

5. Church Use Of Parking Lot

As stated in the Agreement, tenants are authorized to use the Parking Lot between the hours of 12:01 a.m. Monday and 12:00 midnight Friday.

During the week, the Church anticipates the need from time to time to use the Parking Lot for funerals, holy days and special Church events during weekdays. To accommodate this occasional need, the Church will notify its parking tenants to vacate the Parking Lot temporarily for purposes of the Church event (*see*, Exhibit E, paragraphs 2(m) and 9(g)). In addition, the Agreement requires tenants to vacate the spaces in the far southwest corner of the Parking Lot on Friday evenings to accommodate setup of the Farmers' Market the next morning (*see*, Exhibit E, paragraph 2(k)). Because the parking spaces are not specifically assigned, the Church will be able to reserve certain spaces that may be needed for Church use or, on Fridays, the Farmers' Market.

Since the Agreement makes clear the Church's priority over weekday parking spaces, tenants are adequately notified of the occasional suspension of their parking privileges during weekdays. Should a tenant fail to defer to the Church's instruction, the Agreement contains a strict termination clause under which the Church can terminate a parking arrangement for any objectionable condition or circumstance created by a tenant (*see*, Exhibit E, paragraph 3), including failure to vacate the parking lot when notified (paragraph 9(g)).

It should be noted that Church events are infrequent and not anticipated to pose a substantial problem for weekday tenants.

6. Parking Fee

The monthly parking rate charged at each of the nearby hotels is $300, and at the two local private parking facilities is $145 and $150. By comparison, the Church will charge tenants a discounted market rate for the weekday use of its Parking Lot.

A discounted rate is warranted in consideration of the preemptive authority retained by the Church to temporarily suspend parking privileges, the restricted weekday use, and because the Parking Lot is outside.

7. Safety Concerns

The Agreement imposes adequate and meaningful safety requirements on tenants, which should alleviate any concern over unruly behavior or offensive conditions.

Tenants are specifically instructed to obey all laws, rules and regulations of the District of Columbia (*see*, Exhibit E, paragraph 2(c)), and risk termination of the Agreement for any violation of this requirement (*see*, paragraphs 9(i) and 3).

It is also understood as part of this provision that tenants will obey all traffic regulations when exiting the Parking Lot and traveling along Woodley Place. In addition to the potential loss of parking privileges, police patrols in the area operate as adequate enforcement of these requirements.

The Church has no authority to place speed bumps, humps or rumble strips in the 2700 block of Woodley Place. The Church may consider support for any such proposal if and when presented to the Church Vestry.

The Church will ensure that only authorized tenants use its Parking Lot. Through registration of vehicles, and notification of the Church when a tenant changes vehicles, the Church will keep a record of vehicles authorized to park in its Lot. In addition, the Church will require tenants to display a parking identification tag in their vehicle as follows:

Parking Identification Tag



Diagram E

The parking identification tag is 4" x 6" and fits into a vinyl envelope. Each tag has the same information on both sides. A hole will be punched at the top of the envelope and a band strung through the hole so that the tag can be hung over the rear view mirror of a Licensee's vehicle.

With the implementation of these safety measures, there is no need for either a 24-hour guard or a gated entry device to the Parking Lot.

8. Nuisance Concerns

The Agreement prohibits tenants from acting in a manner that disturbs the peace or unreasonably disrupts the quiet enjoyment by neighbors of their property (*see*, Exhibit E, paragraphs 2(c)(d)(i) and 9(i)), including littering and loud noises. Violations of these provisions subject the tenant to termination of his Agreement with the Church (*see also*, paragraph 3).

Even if a 24-hour guard were hired for the Parking Lot, as Mr. Choharis suggests, there is no guarantee against noises from car doors and trunks. Such city sounds accompany any urban neighborhood, including Woodley Park. Since on-street parking is already permitted on Woodley Place, vehicular clatter is already a part of the fabric of the neighborhood. Therefore, the additional use of the Church's Parking Lot will not introduce any new sounds.

If, after the Church office closes, a parking tenant becomes unruly and disruptive, residents are encouraged to contact the police and report the nuisance or effect an arrest of the offending party, as necessary.

9. Valet Parking

The Agreement expressly forbids tenants from using the Parking Lot for valet parking, or any other third-party parking (*see*, Exhibit E, paragraph 2(b)).

10. Vehicular Traffic

Approval of this application will reduce and not increase the amount of vehicular traffic on Woodley Place. By allowing residents and business people to use the Parking Lot during the week, the Church will effectively remove these vehicles from the

street and the incessant need to circle the block in search of parking. These vehicles will go directly to the Parking Lot and stop, thereby reducing noise and pollutants.

The Parking Lot will result in a reduction in vehicular traffic in the neighborhood by more than merely 17 vehicles. Seventeen new spaces will be made available on residential streets, including Woodley Place, for short-term parking. With greater turnover, these newly available on-street spaces will be able to accommodate the vehicles of more than 17 people, including residents, patrons, visitors and tourists who would otherwise travel up and down the streets looking for parking spaces.

The District Division of Transportation, in its report on this application acknowledged that "the proposed use [of the Parking Lot] will not have an adverse traffic or parking impact on the neighboring residential area." On the basis of this conclusion, the DDOT recommended approval by the BZA of the instant application.

D. CONCLUSION

In view of the foregoing, the Church respectfully requests favorable consideration of its application for special exception to establish a supplemental use for its Parking Lot for the greater good of the community, and in keeping with the recommendation of the Advisory Neighborhood Commission.

June 17, 2002

Respectfully submitted,

Brigitte L. Adams

Brigitte L. Adams
2800 Wisconsin Ave., N.W. #208
Washington, D.C. 20007
(202) 363-8190

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Management Plan was mailed, first-class, postage prepaid, to party opponent Mr. Peter Choharis at his residence at 3108 New Mexico Ave., Apt. #531, Washington, D.C. 20016, and to his property located at 2771 Woodley Place., N.W., Washington, D.C. 20008 on this 17th day of June, 2002.

Brigitte L. Adams

Brigitte L. Adams

EXHIBIT A

Woodley Park
Community Association

BE IT RESOLVED: That the Woodley Park Community Association supports the efforts of the All Souls Episcopal Church, at 2300 Cathedral Avenue, NW, to rent parking spaces in its adjacent parking lot to local business owners and residents.

Passed by unanimous consent at the April 19, 2001, meeting of the Association.

Martin G. Murray
President

P. O. Box 4852 Washington, DC 20008
wpcadc@hotmail.com

EXHIBIT B

ADVISORY NEIGHBORHOOD COMMISSION 3C
GOVERNMENT OF THE DISTRICT OF COLUMBIA
CATHEDRAL HEIGHTS • CLEVELAND PARK • MASSACHUSETTS AVE. HEIGHTS
MCLEAN GARDENS • WOODLEY PARK

Single Member District Commissioners
01-Cheryl A. Opacinch; 02-Kurt Vorndran; 03-Robert Martin (Secretary)
04-Richard C. Bartel (Vice Chair); 05-John Welsh; 06-(vacant)
07-Lars Hydle (Treasurer); 08-Rosalyn P. Doggett; 09-Nancy MacWood (Chair)

2737 DEVONSHIRE PLACE, NW
WASHINGTON, DC 20008
TEL 202/232-2232 • FAX 202/232-2232
Email anc3c@aol.com
Website http://groups.yahoo.com/group/anc3c

ANC3C RESOLUTION 2002-009

RESOLUTION TO SUPPORT ALL SOULS CHURCH SPECIAL EXCEPTION REQUEST

I. WHEREAS All Souls Memorial Episcopal Church ("All Souls") applied for a special exception to the Board of Zoning Adjustment in order to provide weekday use of their parking lot by neighborhood/businesses; and

II. WHEREAS the extremely limited street parking in Woodley Park is frequently further stressed by events at local businesses, residents are often forced to search for street parking and to park far from their residences; and

III. WHEREAS the additional parking proposed by All Souls will help alleviate the neighborhood parking shortage; and

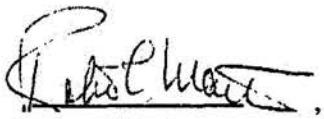
IV. WHEREAS the All Souls request for a special exception has the full support of the Woodley Park Community Association:

V. THEREFORE, BE IT RESOLVED that ANC3C fully support the application of All Souls Memorial Episcopal Church for a special exception (#16875) to allow weekday use of their parking lot by neighborhood/businesses.

This resolution was approved by the ANC 3C by a unanimous vote at its regular public meeting on April 22, 2002, at which a quorum was present.

Attested by Nancy J. MacWood, Chair, on April 22, 2002 Date

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2002 MAY 20 AM 1:34

Attested by  , Secretary, on April 22, 2002

Robert Martin Date

EXHIBIT C

JIM GRAHAM
COUNCILMEMBER, WARD ONE
COUNCIL OF THE DISTRICT OF COLUMBIA
WASHINGTON, D.C. 20004

WASHINGTON DC
THE AMERICAN EXPERIENCE

1350 Pennsylvania Avenue, N.W.,
Suite 406
Washington, D.C. 20004

202-724-8181
202-724-8109 fax

jgraham@dccouncil.washington.dc.us

Chair,
Human Rights, Latino Affairs &
Property Management Subcommittee

2nd Vice Chair,
Board of Directors, WMATA/Metro

April 11, 2002

Geoffrey Griffis, Chairman
Board of Zoning Adjustment
441 4th Street, NW
Suite 210-S
Washington, DC 20001

RECEIVED
D.C. OFFICE OF ZONING
2002 APR 18 AM 11: 17

Re: All Souls Episcopal Church (BZA application No. 16875)

Dear Mr. Griffis:

The purpose of this letter is to make you aware that I support the zoning variance request made by All Souls Episcopal Church (2300 Cathedral Avenue, NW). I support this application because it will add seventeen, weekday parking spaces to Ward One. As you are aware, these spaces are highly desired by my constituents (residents and business owners).

I am also assured that All Souls Episcopal Church has received support from a number of community representatives. These include commissioners in Advisory Neighborhood Commission 3C as well as the Woodley Park Community Association.

Presently, this location is a underutilized vacant lot that sits next to the church. By allowing this variance, you will allow All Souls Episcopal Church to transform this area into desired and much requested parking spaces for residents and businesses.

I urge your favorable consideration.

Sincerely,

Jim Graham

Cc: Brigitte L. Adams, Esq.
JG/fg

EXHIBIT D

Woodley Park
Community Association

April 15, 2002

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D.C. OFFICE OF ZONING
2002 APR 18 AM 11: 18

Office of Zoning
Board of Zoning Adjustment
441 Fourth Street, N.W.
Room 210, South
Washington, D.C. 20001

BY HAND DELIVERY

Re: BZA Case No. 16875
Special Exception, 2300 Cathedral Ave., N.W.

Dear Board Members:

Please be advised that the Woodley Park Community Association supports the referenced application of All Souls Episcopal Church for a special exception to expand the use of its existing parking lot.

In this regard, the Association unanimously adopted a Resolution last year memorializing its approval. The Resolution, copy attached, remains in effect.

Sincerely yours,

Martin G. Murray

Martin G. Murray
President

Attachment

P. O. Box 4852 Washington, DC 20008
wpcadc@hotmail.com

EXHIBIT E

MONTHLY PARKING LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 20__, by and between ALL SOULS MEMORIAL EPISCOPAL CHURCH, located at 2300 Cathedral Avenue, N.W., Washington, D.C. 20008 ("Church"), and _____, of (address) _____ (hereinafter, "Licensee").

W I T N E S S E T H:

WHEREAS, the Church is the owner of a parking lot located on its property at 2300 Cathedral Avenue, N.W. and having an entrance on Woodley Place, N.W. ("Parking Lot"); and

WHEREAS, Licensee wishes to use a space in the Parking Lot ("Parking Space") to park his vehicle on weekdays, except when needed for Church events, subject to the terms herein;

NOW, THEREFORE, the parties covenant and agree as follows:

The Church does hereby grant a personal license to Licensee for occupancy solely by him of an unassigned Parking Space in its Parking Lot from month to month, subject to and in accordance with all of the covenants, terms, conditions and agreements herein contained until the termination of this Agreement. Licensee understands and agrees that no bailment is created by this Agreement with respect to any vehicle, including its contents and attachments.

In consideration for the Church's license of a Parking Space, Licensee hereby agrees to pay to the Church a license fee in the sum of _____ _____ Dollars ($_____), in advance, payable to "*All Souls Episcopal Church,*" each month on or before the first day of the month on which the Church office is open, as long as this Agreement remains in effect. Upon the signing of this Agreement, Licensee shall pay to the Church the first month's license fee, except if the first period shall be a partial month, the Church may prorate the initial license fee and require payment of the prorated amount, plus the first full month's license fee amount at the time of the signing of this Agreement. Failure by Licensee to make timely payment of the license fee will be grounds for immediate termination of this Agreement, as set forth below.

1. Licensee covenants and agrees to use the Parking Lot for the purpose stated herein only for the period encompassing the term hereof and any extensions or renewals thereof by mutual agreement and consent of the parties; to vacate the Parking Lot between the hours of 12:01 a.m. Saturday and 12:00 midnight Sunday; to vacate the Parking Lot at any time during weekdays upon at least 24 hours notice by the Church; to timely pay the license fee herein agreed when and as it becomes due and payable; and to keep each and every covenant, condition and agreement herein contained.

2. Licensee further covenants and agrees as follows:

(a) not to assign this Agreement or sublet the Parking Space without the prior written approval of the Church;

(b) not to use the Parking Lot for valet or third-party parking;

(c) to use the Parking Lot in a manner which complies with all applicable laws and rules and regulations of the District of Columbia, and not to use the Parking Lot or permit the same to be used for any disorderly or unlawful purpose, or for any purpose other than as a parking facility for Licensee, or in any manner offensive or disruptive to any neighborhood resident, or the Church;

(d) to refrain from loud or disturbing noises during use of the Parking Lot;

(e) to park completely within the lines of a single Parking Space located along the perimeter and not the center of the Parking Lot, understanding that there are no assigned Parking Spaces;

(f) not to occupy Parking Spaces otherwise blocked off by the Church;

(g) to display on the rear view mirror of Licensee's vehicle at all times when using the Parking Lot a parking identification permit issued by the Church;

(h) not to obstruct access to the trash receptacle;

(i) not to litter or soil the Parking Lot with refuse, motor oil, gasoline or other materials or substances;

(j) to secure any deterrent chain, pylon or signpost which may, from time to time, be placed at or across the entranceway to the Parking Lot by the Church during evenings, weekends and holidays;

(k) not to park in the far southwest corner of the Parking Lot after 6:00p.m. on Fridays from mid-May through mid-December to accommodate setup for the regular weekend farmers' market.

(l) not to make any structural changes or alterations to the Parking Lot, including to the trash receptacle;

(m)to vacate the Parking Lot upon 24 hours prior notice by the Church to accommodate parking for occasional special events, such as funerals, holy days and Church events; and

(n) not to use the alley access to the Parking Lot as an entrance or exit.

3. Termination of this Agreement for any reason may be by either party and shall be communicated to the other in writing at least two weeks in advance, unless by

the Church for a violation of the terms herein, or any other reason which, in the discretion of the Church, creates or may create an immediate hazard, nuisance or objectionable condition or circumstance. Licensee shall not be entitled to the return of any prepaid license fee amount upon termination of this Agreement by either party. Failure by Licensee to pay the monthly license fee as required herein may, in the sole discretion of the Church, result in the immediate termination of this Agreement. Licensee is not entitled to any priority right for reinstatement of a parking license should a lapse in this Agreement occur. Licensee understands that the Church maintains a waiting list of prospective licensees, as well as a policy of entering into new parking agreements on a first-come, first-served basis. Prospective new and reinstated licensees are subject to approval by the Church. Reinstatement of this Agreement may be denied for any reason.

4. All communications under this Agreement shall be made as follows:

To the Church:
Father John David van Dooren, Rector
Barry Huber, Parish Administrator
All Souls Memorial Episcopal Church
2300 Cathedral Ave., N.W.
Washington, D.C. 20008

Tel: 202/232-4244
Fax: 202/232-8593
Email: allsouls1@aol.com

To Licensee: _____
_____
_____
_____

Tel: _____
Fax: _____
Email: _____

5. Licensee hereby declares that, in the event of an emergency, the Church may reach him during the daytime at the following:

Address: _____
_____
_____

Tel: _____
Alternate Tel: _____
Cel: _____
Fax: _____
Email: _____

Alternate Contact Information: _____
_____
_____

6. Licensee hereby declares and identifies the following vehicle for use in the execution of this Agreement:

Make/Model of vehicle: _____

Year: _____ Color: _____

License Plate No.: _____ State: _____

7. Licensee covenants and agrees that, in the event of any change, whether permanent or temporary, to the information and declarations provided herein, he will immediately inform the Church in writing. If written notification is not practical or feasible, then by telephone to the Parish Administrator (202/232-4244), followed by written notice at Licensee's earliest opportunity.

8. Licensee represents and warrants that he is in possession of a valid driver's license and that the Licensee vehicle designated herein is properly licensed, registered and insured.

9. Licensee understands and agrees that his vehicle may be immediately towed, without notice to him, at his own expense and risk, should his vehicle:

(a) occupy any Parking Space located in the center of the Parking Lot;

(b) occupy any Parking Space otherwise blocked off by the Church;

(c) obstruct access to the trash receptacle;

(d) protrude outside the boundaries of the Parking Lot;

(e) not be registered properly with the Church;

(f) fail to display a parking identification permit on the rear view mirror;

(g) occupy the Parking Lot between the hours of 12:01 a.m. Saturday and 12:00 midnight Sunday, or at any other time during which the Church has asked Licensee temporarily to vacate the Parking Lot;

(h) occupy the Parking Lot after termination of this Agreement; or

(i) cause, create or, in the discretion of the Church, contribute to conditions which may lead to any nuisance or objectionable circumstance.

10. Licensee understands and agrees that neither the Church nor any of its rectors, clergy, employees, wardens, vestry members or members shall be liable or responsible for loss of, damage to or theft from any vehicle or personal property brought in or upon the Parking Lot or any property of the Church, the presence of all such vehicles and any personal property being at the sole risk and hazard of Licensee, or those claiming by, on behalf or under him. Licensee further understands and agrees that neither

the Church nor any of its rectors, clergy, employees, wardens, vestry members or members shall be liable for any personal injury or death suffered by Licensee or any agents, representatives or guests of Licensee in the Parking Lot or any property of the Church. Licensee hereby indemnifies and holds harmless the Church and any of its rectors, clergy, employees, wardens, vestry members or members from and against any liability for such damage, loss, or personal injury or death suffered in the Parking Lot.

11. Licensee further understands and agrees that the Church will discard without notice to Licensee any personal property stored or placed in the Parking Lot by Licensee, his family, agents, servants or guests, which is not inside or secured to Licensee's vehicle.

12. Licensee covenants and agrees to be responsible for the repair or replacement of any property damaged on or in connection with the Parking Lot as may be occasioned by his negligence or misuse, or by that of his family, agents, servants or guests.

13. Licensee understands and agrees that neither the Church nor any of its rectors, clergy, employees, wardens, vestry members or members shall be under any liability to Licensee due to any interruption of Licensee's use of the Parking Lot due to flood, snow, ice, fire, any Act of God, calamity, accident or damage which, in the discretion of the Church, renders the Parking Lot dangerous, unusable or in need of treatment or repair.

14. Licensee expressly agrees to pay all expenses, attorney's fees and court costs which the Church incurs as a result of any dispute involving this Agreement, or as a result of any action taken against the Church, its rectors, clergy, employees, wardens, vestry members or members by any third party as a result of any disturbance, damage or injury involving the use of the Parking Lot by Licensee, his family, agents, servants or guests.

15. A service charge of Twenty-Five Dollars ($25) will be automatically made to Licensee for each instance in which his check to the Church is returned unpaid by the Church's bank for any reason.

16. No waiver of any condition or covenant hereof by the Church shall be deemed to imply or constitute either a permanent or further waiver by the Church of that or any other condition or covenant of this Agreement. The rights and remedies created by this Agreement are cumulative and the use of one remedy by the Church shall not be taken to exclude or waive the right to use any other remedy.

17. In the event that any provision hereof shall be adjudged to be invalid, then such portion shall be deemed severable and the remaining provisions of this Agreement shall remain in full force and effect, and shall not be rendered impaired or invalid thereby.

18. The Church hereby acknowledges receipt from Licensee of _____ _____Dollars ($_____) representing the first partial

month licensee fee for _____ 20___, and _____ Dollars ($_____) representing the first full month licensee fee for _____ 20___. Licensee agrees to pay each consecutive monthly licensee fee due hereunder by the first business date of each month, beginning on _____, ___, 20__ for as long as this Agreement remains in force and effect.

19. The laws of the District of Columbia shall govern the interpretation and validity of this Agreement.

20. All references to and uses of masculine pronouns herein shall apply equally and in the same manner to the female gender, as it may be applicable.

The parties do mutually agree that this Agreement is binding on them, their respective heirs, executors, administrators and permitted assigns, and further that this Agreement contains the entire understanding of the parties regarding the subject matter hereof and supersedes any and all prior or contemporaneously oral understandings, representations, warranties, promises or covenants of the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals below, the first date stated above, intending to be bound thereby.

LICENSEE: _____ (seal)
_____ (print)

THE CHURCH: _____ (seal)
By: _____ (print)

_____ (seal)
By: _____ (print)

EXHIBIT F

POSTED "PRIVATE PARKING" SIGNAGE

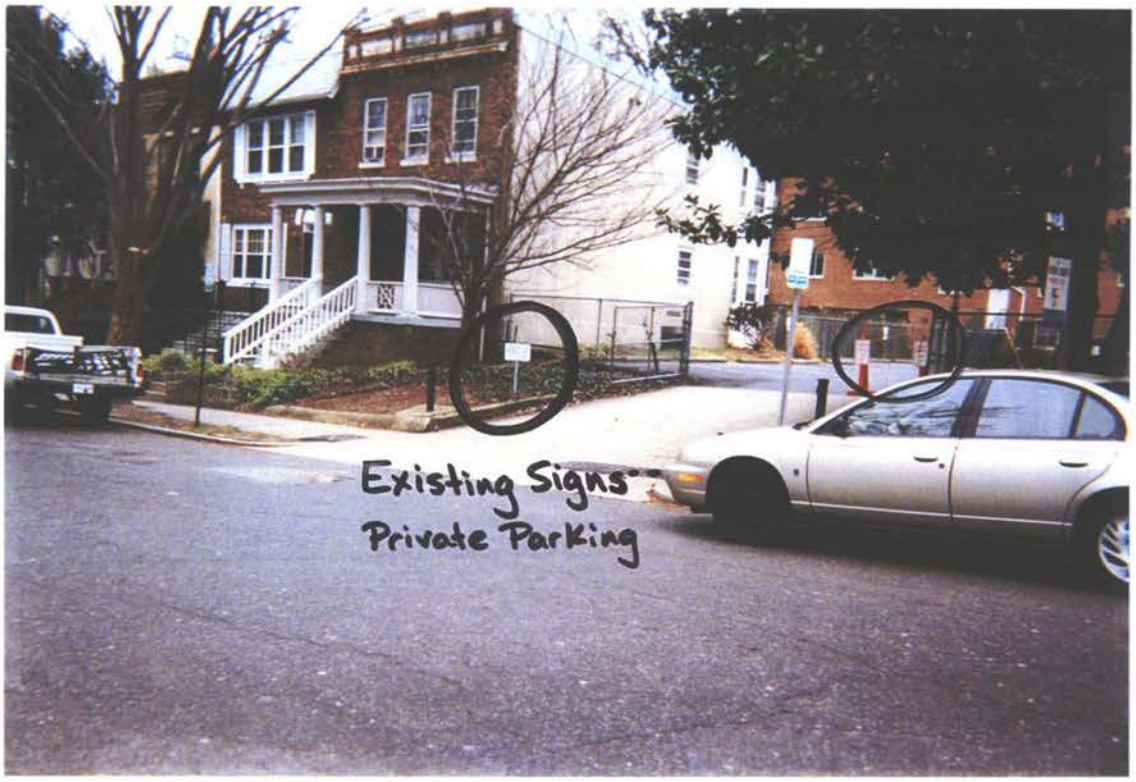




EXHIBIT G

GARDEN AREAS
From Parking Space





GARDEN AREAS
From Woodley Place Entrance

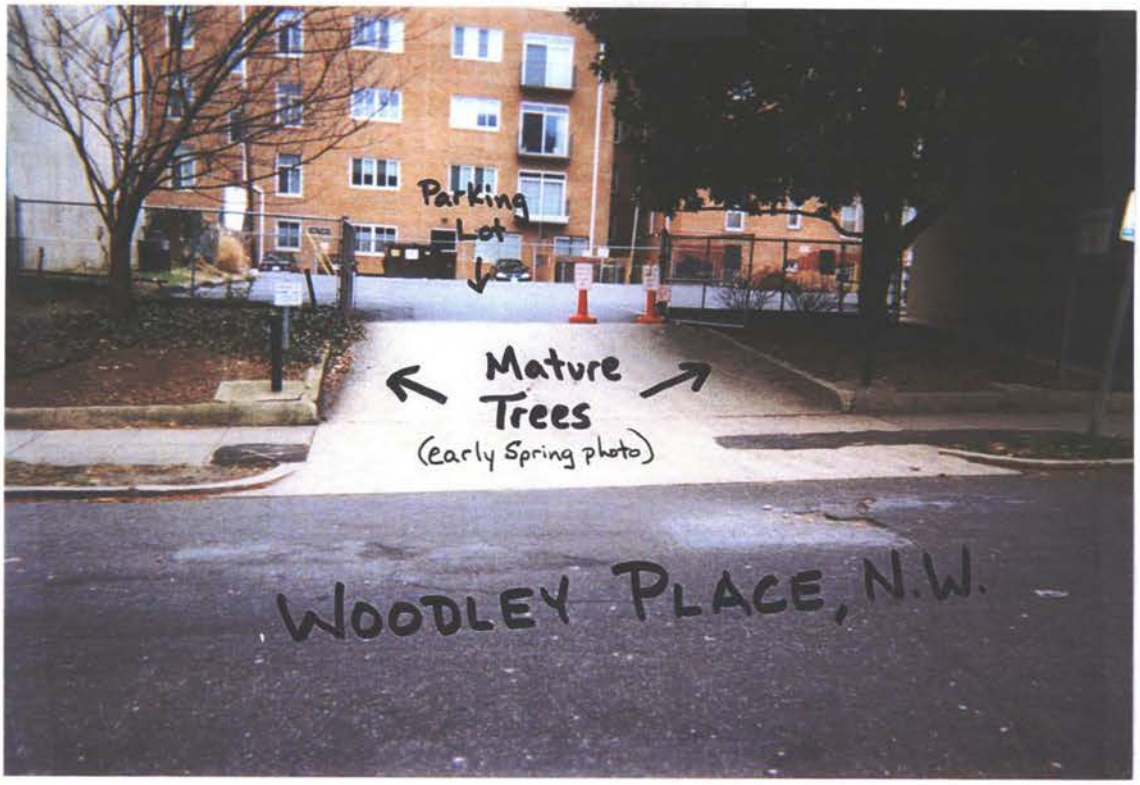




EXHIBIT H

BORDERING STRUCTURES

To Parking Lot

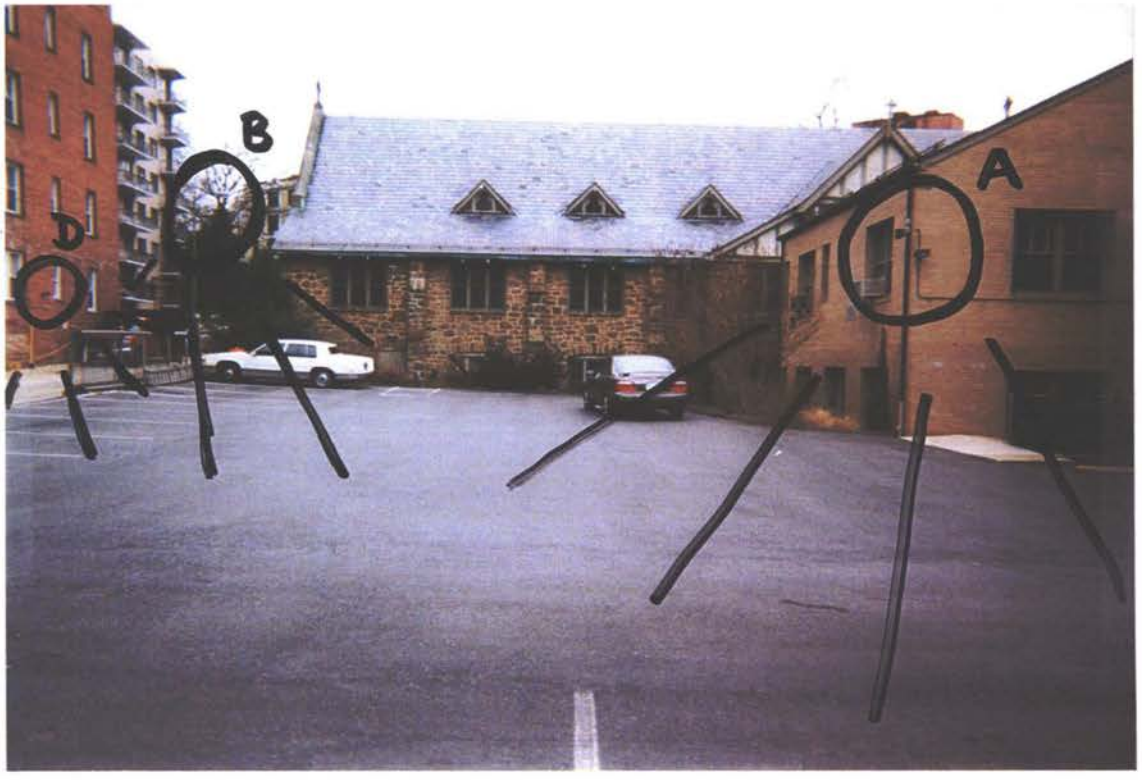




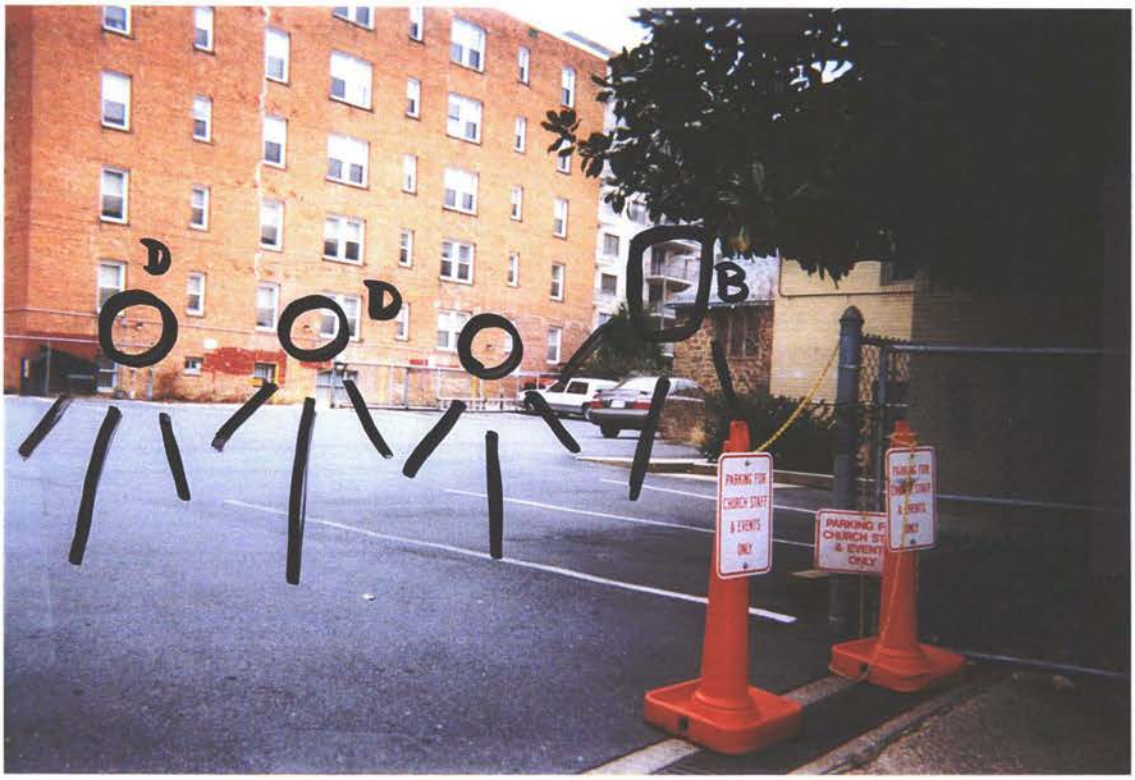
EXHIBIT I

DIRECT LIGHTING ON PARKING LOT





SPILL--OVER LIGHTING ON PARKING LOT







SPILL--OVER LIGHTING ON PARKING LOT
#2





BUILDING SPOT LIGHTING



