HOGAN & HARTSON
L.L.P.

COLUMBIA SQUARE
555 THIRTEENTH STREET, NW
WASHINGTON, DC 20004-1109
TEL (202) 637-5600
FAX (202) 637-5910
WWW.HHLAW.COM

July 14, 2003

2003 JUL 14 P 12:50
ZONING

BY HAND DELIVERY

Board of Zoning Adjustment
441 Fourth Street, NW, Suite 210 South
Washington, DC 20002

Re: Tudor Place Foundation, Inc.
BZA Application No. 16974

Ladies and Gentlemen:

In connection with the application for a special exception number 16974 filed with the Board of Zoning Adjustment by Tudor Place Foundation, Inc., and as requested by the Board during the public meeting held on June 3, 2003, the applicant hereby submits the vehicle management plan prepared by O. R. George & Associates, Inc. Traffic Engineers – Transportation Planners, dated as of the date hereof. This plan was developed in consultation with DDOT staff. In addition, as additional supporting materials relating to parking, also attached please find a copy of a letter from the valet service used by Tudor Place concerning services and parking capacity (a copy of which was previously submitted to the Board), as well as a fully executed copy of the Chevy Chase parking license agreement (a partially executed copy of which was previously submitted to the Board).

Respectfully submitted,

Gordon C. Wilson

Enclosures

BZA
Case No. 16974
Exhibit No. 109

Board of Zoning Adjustment
District of Columbia
CASE NO. 16974
EXHIBIT NO. 109

CERTIFICATE OF SERVICE

I hereby certify that I caused a copy of the foregoing submission of vehicle management plan and other supplemental documents to be served, this 14th day of July, 2003, on:

Don W. Crockett
3070 Q Street, NW
Washington, D.C. 20007
Don.Crockett@hq.doe.gov
By E-Mail

Ronald R. Snider
1607 31st Street, NW
Washington, D.C. 20007
Fax No: (202) 347-7870
By Facsimile

Norton Katz
1671 32nd Street, NW
Washington, D.C. 20007
By Hand Delivery

Gordon C. Wilson

O.] GEORGE & ASSOCIATI , INC.

Traffic Engineers – Transportation Planners

10210 Greenbelt Road, Suite 310 • Lanham, MD 20706-2218
Tel: (301) 794-7700 • Fax: (301) 794-4400
E-mail: orgassoc@aol.com

TECHNICAL MEMORANDUM

DATE: July 14, 2003

TO: Ms. Leslie L. Buhler, Executive Director
TUDOR PLACE HISTORIC HOUSE AND GARDEN

FROM: Osborne R. George

RE: Board of Zoning Adjustment Application No. 16974 -
Tudor Place Foundation, Inc. - Traffic and Parking Management Plan

INTRODUCTION AND BACKGROUND

In accordance with your request, we have prepared this document to provide the background and basis of a Traffic and Parking Management Plan (TPMP), which is intended to support the usage of the Tudor Place property, as proposed under the subject application. We understand that this is a requirement of the Board of Zoning Adjustment ("the Board"), considering the proceeding in the case to date. Accordingly, we have reviewed the records, with emphasis on the issues and concerns that have been raised by the Board, the community, and the District Department of Transportation, which are related to vehicular access and parking. Based upon this review, we have determined that the factors and considerations, which are important to the current effort and to the potential effectiveness of the required TPMP, are as follows:

1) The location and setting of the subject property, considering land use, vehicular circulation and parking conditions within a defined impact area.
2) The program of activities proposed by the Foundation in general, with the focus on the more major events and characteristics pertinent to the issues at hand.
3) Examination of the Applicant's current arrangements for traffic and parking, opportunities for enhancement of its measures, in keeping with the City's standards and guidelines, as well as reflecting current planning and engineering practice.
4) The Board's directive that the TPMP include practical and enforceable mechanisms, that would allow for effective administration during the life of the Special Exception.

In order to facilitate the evaluation process and the discussions, which follow, Exhibit 1 is presented to show the location and setting of the property. Exhibit 2 illustrates roadway circulation and on-street parking conditions within general 10-minute walking duration from the site entry. The remaining sections of this memorandum address the Board's requirements.

LOCAL AREA SETTING – ZONING AND LAND USE

The case record notes that the subject property is designated a National Historic Landmark, and is situated within the Georgetown Historic District. Properties within the general area are zoned for low to moderate density residential development, and are developed with such uses. There are a number of large-lot/mansion-type developments, a number of which are also designated as historic sites. There are also large number of churches, and a number of low-rise multi-family residential developments within the local area. A large number of the historic sites, churches, and single-family and apartment developments are provided with off-street parking spaces.

EXHIBIT 1 – Site Location

EXHIBIT 2 – Roadway Circulation

Also of considerable significance is the Wisconsin Avenue corridor which is zoned for mixed commercial uses, and which is developed as such with dense commercial, retail and major entertainment venues. Also of significance to the area is Georgetown University, which is situated to the west of Wisconsin Avenue, and which is a significant attraction to the area as a whole. From a broader perspective relative to traffic and parking within the local area, it is noted that the general demographics of the area point to high income and high auto ownership and to levels of visitation associated with the social lifestyle of this setting. While aspects of this statement may be considered anecdotal, they can be appropriately cited within the planning context, in view of their relevance to the issue of traffic access and parking, and also based upon references within the case record.

Exhibit 3 shows the location of key historic sites and churches situated east of Wisconsin Avenue, within an approximately 2,000 ft. (i.e., ten-minute) walking distance from the 31ST Street entrance to Tudor Place.

LOCAL ACCESS, CIRCULATION AND PARKING

The study area is situated just outside the central employment area and business district of the City. The classification and service function of the key local area roadways is relevant to the current assessment, and the following descriptions are based upon the City's Functional Classification Map:

- 28th, 30th and R Streets are designated as *collector streets* serving substantially the same type of function, except for typically lesser volumes.
- P and Q Streets are *minor arterials*, planned for service to significant through traffic as well as servicing abutting properties.
- Wisconsin Avenue is designated a *principal arterial*, serving as a major commuter route linking the outlying areas of the City and the Maryland suburbs with the Downtown area, and serving the significant commercial uses abutting this roadway.

All other roadways are designated as local streets, serving primarily as the means of access to abutting properties. In view of the location of the local area relative to the central employment district and the outlying areas of the City, a number of local roadways serve through/commuter traffic to some degree. This is due principally to the generally known levels of congestion along Wisconsin Avenue, and the fact that some motorists seek to find a travel time advantage through the neighborhood. This situation is by no means unique to the Georgetown area, and is a phenomenon of many residential communities within urban area settings. The City's planners are aware of this situation through its practice of responding to community concerns. Through this process, a number of traffic calming measures have been implemented within the study area, as is indicated by the installation of multi-way stop signs at virtually every intersection within the subject area.

Roadway capacity has not been raised as an issue, per se. However, field observations show that the intersections in the vicinity of the Tudor Place Historic House and Garden function reasonably well, except during the heaviest demand periods of the weekday peak hours, when there is some moderate level of congestion experienced at local intersections. This is considered to be quite typical for most areas of the City in proximity to the Downtown area.

EXHIBIT 3 - Large-lot/Historic Sites in the Vicinity

The current parking supply situation within an approximate ten-minute (i.e., 2,000 ft.) walking distance from the main entry to Tudor Place was presented in Exhibit 2 (on page 3). The survey performed for this assessment showed *approximately* 400 on-street parking spaces within the area shown. It should be noted that during off peak hours, there are ample parking spaces available on 31st Street near the main entrance to Tudor Place. Surveys were performed during two (2) weekday off-peak, afternoon peak, and early evening hours; and during afternoon and early evening hours on one Saturday. The results are shown in the table following:

Parking Usage Survey (July, 2003)

	AM Off Peak (Spaces/%-age)	PM Off Peak Hours (Spaces/%-age)	Early Evening Hours* (Spaces/%-age)
* Weekday	254 (63 %)	231 (58 %)	300 (75 %)
* Saturday	Not Surveyed	263 (66 %)	281 (70 %)

* 6:00 – 7:00 PM

As noted earlier, virtually all of the parking within the local area is governed by the City's Residential Parking Permit (RPP) program. Based upon our field observations, and discussions with the City's Parking Division staff, it is quite apparent that parking is recognized as a significant issue, and the level of enforcement is quite good. From the more general perspective, it is noted that the City's planning agencies have been addressing the issue historically, as is evidenced by studies dating back to 1986 which have been cited in the record of this case.

TUDOR PLACE EVENTS AND ACCESS CHARACTERISTICS

Considerable details have been presented in the record regarding the Applicant's proposed event programs over the life of the subject Special Exception. In addition to such information, the Applicant has provided the following information concerning its experience with events over a typical one year period.

A) **General Tours: These** tours are scheduled for one-hour periods at 10:00 AM and 11:30 AM, and 1:00 PM and 2:30 PM on Tuesday through Fridays; on the hour between 10:00AM and 3:00 PM on Saturday, and between noon and 3:00 PM on Sundays. Attendees are limited to a maximum of twenty (20) persons, but typically total under ten (10) persons. Attendance can vary from 2 to 60 persons per day. Many visitors arrive by transit, and many walk. Maximum vehicles are generally less than five (5) per tour.

B) **Reserved Tours:** These typically occur during the times noted in Item (A) above. Attendees typically arrive by bus or van, generating little traffic or demand for parking.

C) **Education, Public Service and Fundraising Events:** These typically involve scheduled events, including lectures, walking tours, workshops, and children's programs. The vast majority of these events are attended by. These may involve events catering to 5 to 50 persons, and a large portion of such small events utilize Dower House, which contains the only heated and air-conditioned multipurpose rooms on the property, as well as the only accessible working kitchen. These events are often scheduled during the early evening hours, generally beginning around 7:00 PM to 7:30 PM on weekdays and during the day from 10 AM to 3 PM on Saturdays. Others are held during the day on weekdays. A total of forty (40) such events would occur

annually, of which 34 (85%) are less than 50 persons, 4 between 50 and 75 persons, and 2 between 75 and 100 persons. Occasional large events of up to 300 persons (such as Georgetown Day sponsored by a consortium of Georgetown churches and historic sites and the Georgetown BID and the Fall Garden Day) are scheduled during daytime hours, and on weekends, with many participants from the Georgetown area. For the smaller events in this category, valet service is generally not provided, and guests that arrive by car utilize parking on the property (which readily accommodates approximately 25 vehicles without the use of a valet service) as well as readily parking on adjacent roadways.

D) **Major Scheduled Events:** These would typically involve non-profit and institutional organizations with similar purpose and mission as Tudor Place. They may involve 200 to 500 persons, of which the Applicant requests the option to schedule 6 events annually. One of the large events requested is for the Annual Garden Party, which is described under item (E) below. Valet service is provided for such events, unless significant bus service is arranged by the convening organization.

E) **Tudor Place Annual Garden Party:** This annual event is the Applicant's major fundraising event. It is scheduled during May each year, and is attended by approximately 400 persons. The official hours of the event are 6:00 to 9:00 PM. Tudor Place records of attendees and donations show that approximately 50 percent of the attendance is from the Georgetown area (i.e., the 20007 Zip Code). There is therefore a significant number of "walkers" and a number of persons are dropped-off, thus not requiring parking. The nature of the event is conducive to a dispersed arrival and departure. Valet service is provided for this event.

Based on the results of the parking surveys and the characteristics of the events described above, it is apparent that issues of traffic and parking would arise only with respect to events attended by seventy-five (75) persons and above mainly during evening hours. The events, which may be considered the "design events" for the purpose of development of the Traffic and Parking Management Plan are the events, attended by 200 and greater persons. Substantial records and related information provided by Tudor Place and their current valet service contractor suggest that typical vehicle occupancy during the major/design events is in the range of 3.5 persons per vehicle. The proposed plan is discussed in the section following.

TRAFFIC AND PARKING MANAGEMENT

The 1999 BZA approval for the subject property did not proffer a formal traffic and parking management plan. However, a number of the conditions embodied significant management requirements with respect to these aspects of the site operations. These include (notably) conditions 2 through 8, of the BZA Order, which is part of the record. In keeping with the charge of the Board, extensive discussions were held with the Ward 2 Planner and the Senior Transportation Planner of the DDOD Policy and Planning Administration. A menu of TPMP measures was developed based upon the program of events and the transportation characteristics and related factors discussed earlier. The TPMP is presented in matrix format (in Table 4). Two (2) of the measures recommended involve valet parking to off-site locations. These are shown in the attached map.

We believe that the measures which comprise the plan fully responds to the inquiries and concerns raised during the public hearings, in terms of being practical, enforceable, and subject to monitoring, feedback and modification if found to be necessary. We therefore understand that this memorandum will be submitted into the record; and we will be pleased to respond to any questions, and to assist further as may be required. Thank You

ORG/pl

Attachments: As noted.

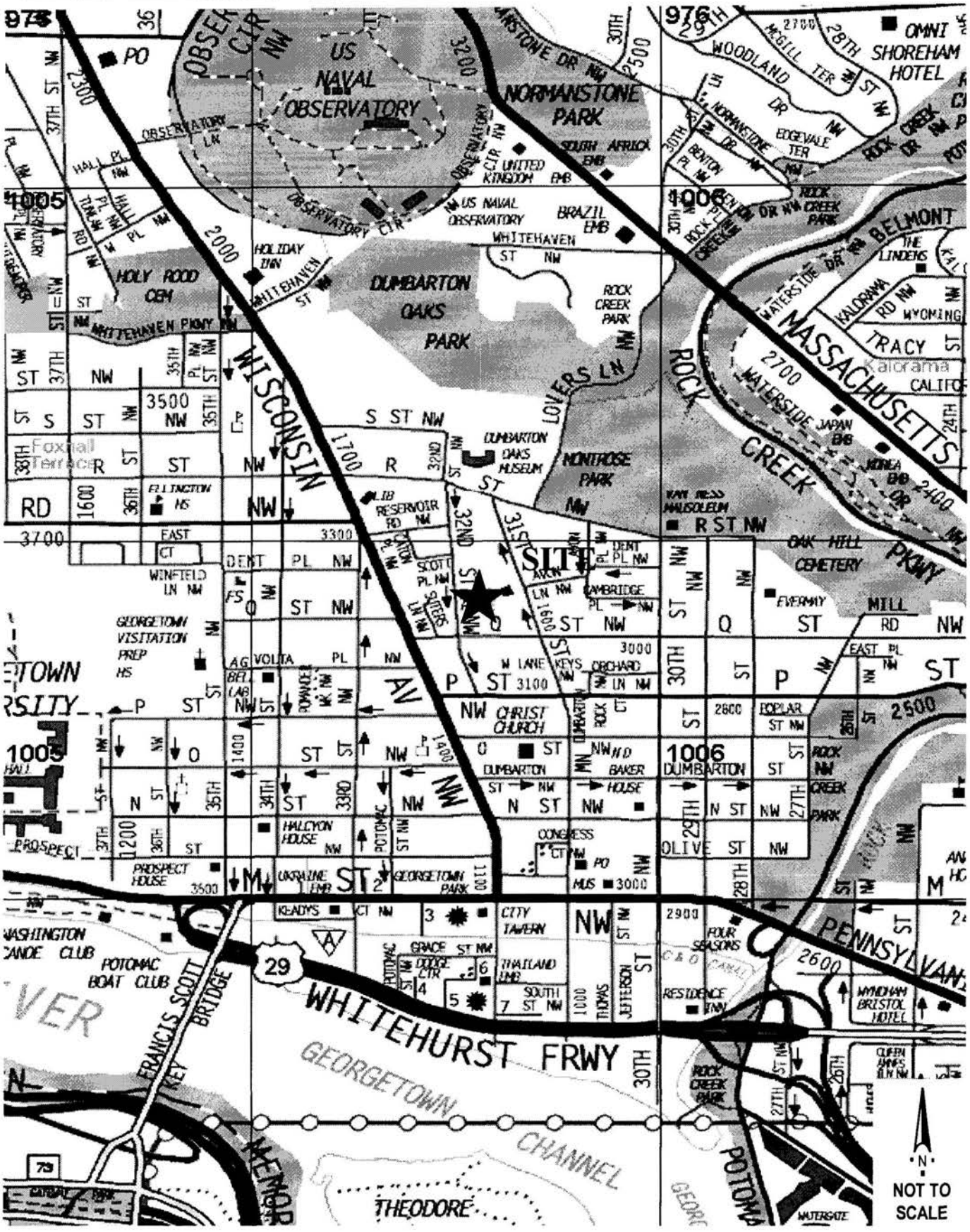
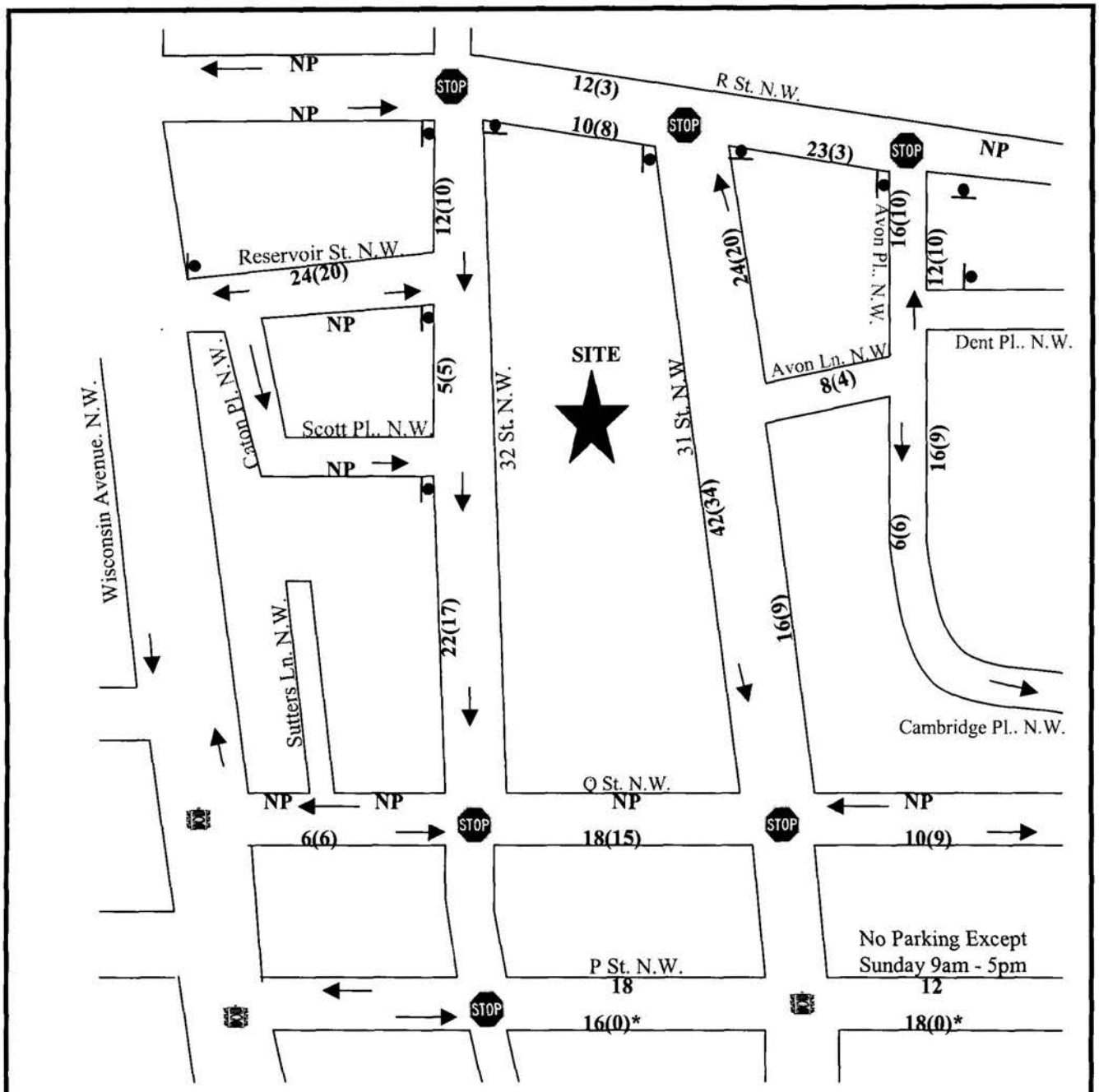


EXHIBIT - 1

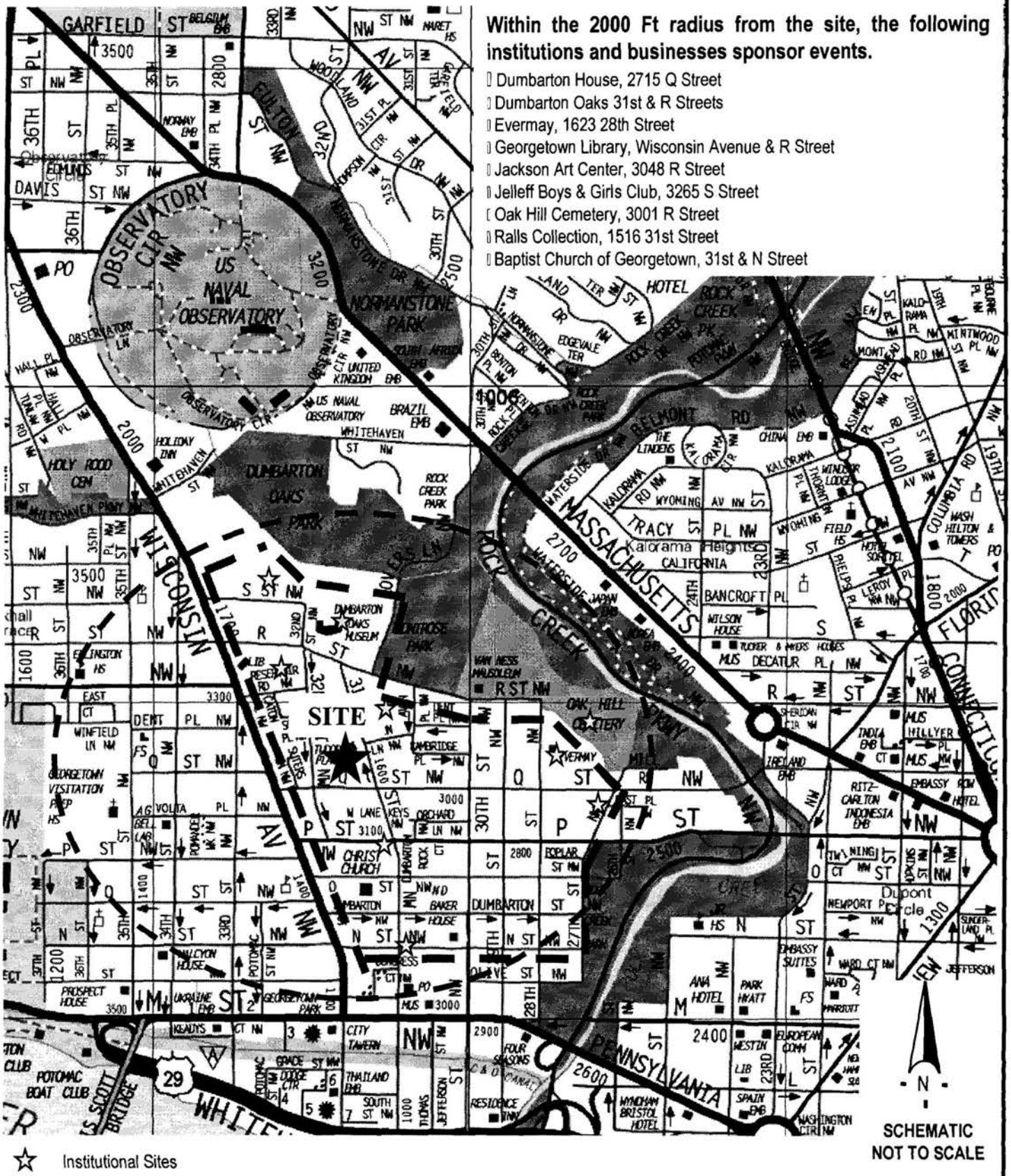
O. R. GEORGE & ASSOCIATES, INC.

Traffic Engineers – Transportation Planners

Tudor Place, 3100 Q Street, N.W.
Site Location Map



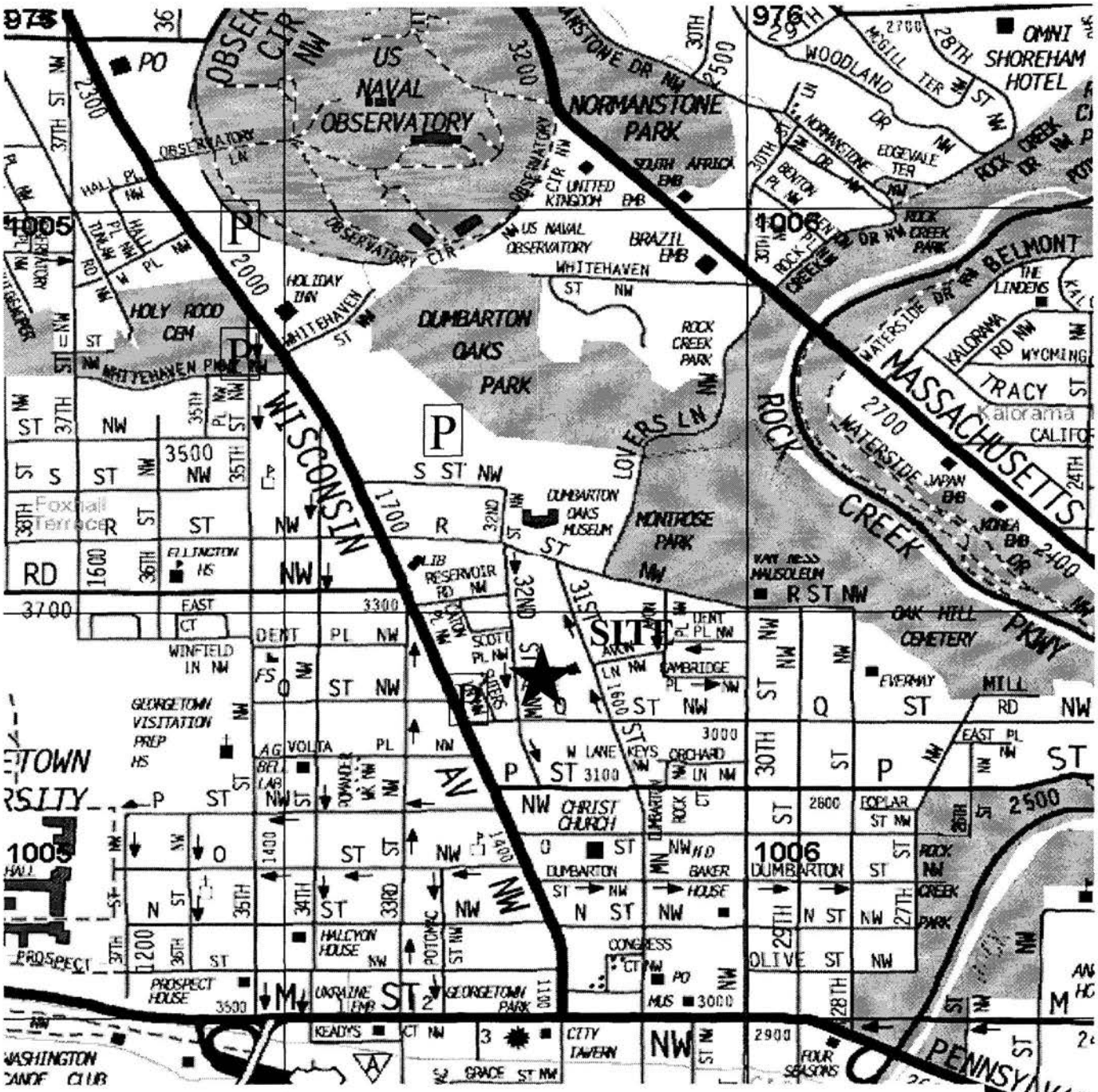
O. R. GEORGE & ASSOCIATES, INC. Traffic Engineers – Transportation Planners	**EXHIBIT - 2** **Tudor Place, 3100 Q Street N.W.** **Site Access and On-Street Parking Situation**



O. R. GEORGE & ASSOCIATES, INC.
Transportation Engineers & Traffic Planners

EXHIBIT 3:

TUDOR PLACE SITE LOCATION MAP
SHOWING 2,000 FT. RADIUS



Proposed Valet Parking Sites

1) Tudor Place rear driveways and garage [40 spaces].
2) Chevy Chase Bank @ Wisconsin Avenue and Q Street [16 spaces].
3) Jelleff Boys and Girls Club @ Wisconsin Avenue and S Street [60 spaces].
4) Office Building Site @ 2233 Wisconsin Avenue, NW available evenings and weekends [175 spaces].

N

NOT TO SCALE

O. R. GEORGE & ASSOCIATES, INC.
Traffic Engineers – Transportation Planners

ATTACHMENT

Tudor Place, 31st Street, N.W.
Satellite Parking Locations

TABLE 4
TRAFFIC AND PARKING MANAGEMENT PLAN AND ADMINISTRATIVE STRUCTURE

TRAFFIC AND PARKING MANAGEMENT PLAN (TPMP) MEASURES / VEH. TRIP GEN.	#1 UNSCHEDULED SITE VISITS 6 - 8 VEHICLES	#2 RESERVED TOURS OF ≤ 20 PERSONS) 6 - 8 VEHICLES	#3 EVENING EVENTS OF ≤ 50 PERSONS 15 - 20 VEHICLES	#4 EVENING EVENTS OF 50 -TO 100 PERSONS (15/year possible) 15 – 30 VEHICLES	#5 EVENING EVENTS OF 100 TO 200 PERSONS (10/year possible) 35 - 60 VEHICLES	#6 EVENING EVENTS OF ≥ 200 to 500 PERSONS (5/Year) 90 ± VEHICLES	#7 ANNUAL GARDEN PARTY (350 – 450 PERSONS) 160 ± VEHICLES
1) Provide advance information to attendees regarding parking policies, including Residential Parking Permit Provisions governing Tudor Place community.	✓	✓	✓	✓	✓	✓	✓
2) Provide general monitoring and oversight of visitor arrival modes and parking patterns.	✓	✓	✓	✓	✓	✓	✓
3) Work with DDOT to obtain emergency parking restriction within a 4 - 6 vehicle space area adjacent to the Tudor Place entrance on 31ST Street during valet service events.					✓	✓	✓
4) Provide for valet service to include temporary stacking of vehicles within Tudor Place (as may be necessary to limit blocking of neighboring streets).					✓	✓	✓
5) Provide for shuttle bus service for all or most guests between satellite/valet parking lots and Tudor Place.						✓	
6) Provide notification to, and make reasonable efforts at coordination with, other area institutions to avoid scheduling of simultaneous events greater than 50 attendees.				✓	✓	✓	✓
7) Notify DDOT Policy and Planning Administration staff, ANC 2-E and the Emergency Management Administration regarding events with attendance greater than 100 persons for monitoring and feedback.					✓	✓	✓
8) Arrange for one (1) or two (2) uniformed security personnel (preferably off-duty MPD officers) to enforce traffic and parking regulations.						✓	✓
9) Hold semi-annual discussions with DDOT Policy and Planning Administration staff, ANC 2-E officials and community liaison representatives to review issues and concerns, and to make adjustments as may be necessary.	✓	✓	✓	✓	✓	✓	✓
10) Provide for a performance evaluation by an independent consultant (to be jointly appointed by DDOT, ANC 2-E and the community liaison) of the effectiveness of the TPMP measures during one 300-person evening event and the Tudor Place annual garden party.						✓	✓

Veh. Trip Gen. = Vehicle Trip Generation

Atlantic Services Group

Atlantic Valet • Atlantic Parking • Atlantic Transportation
2175 K Street, NW, Suite 120
Washington, DC 20037
Voice: (202) 466-5050
Fax: (202) 466-7194
Web: atlanticservicesgroup.com

DC Office of Zoning
441 4th Street, NW
Suite 210
Washington DC 20001

Tudor Place has been engaging the services of Atlantic Valet for more than 10 years, and in the past 2 years they have used us exclusively. In an effort to address the community's concerns regarding limited parking space, Tudor Place Foundation has worked very closely with Atlantic Valet to come up with viable alternatives that would allow for all special events cars to be parked on certain parking lots in the Georgetown area. The following will outline these parking lots and their respective capacities:

- Tudor Place (rear driveways and the garage area)..... 40 cars
- Chevy Chase Bank (Wisconsin Av. & Q St., NW).....16 cars
- Jelleff Boys & Girls Club (Wisconsin Av. & S St., NW)..... 60 cars
- Hardy Middle School (Wisconsin Av. & 35th St., NW)..... 50 cars

TOTAL.....166 CARS*

* Atlantic Valet has a long-term contractual agreement with Cassidy & Pinkard, a property management company, to operate their 175-space parking lot and garage at 2233 Wisconsin Avenue, NW. While we have never had to exercise this option, this parking facility is always available to be used by the valet parkers as an overflow lot if needed.

Atlantic Valet was founded 1981. Along with Tudor Place, we also enjoy a good working relationship with other Georgetown venues with similar parking challenges: Dumbarton House, the Evermay Estate, Halcyon House and Car Barn as well as many private residences. Our extensive experience has allowed us to develop the expertise to accurately estimate the number of cars that can be expected at a given event. At Tudor

Place, a typical 100-guest function will result in 30 to 35 cars. For 200 to 350 guests we usually park between 80 and 110 cars and a guest count of 500 will yield about 160 cars. Last time we served there was at last year's Garden Party in May 2002. The guest count was about 400 and we parked a total of 75 cars.

In order to successfully operate at Tudor Place while observing its strict "no street parking" rule, Atlantic Valet nearly doubles the number of parking attendants for needed for valet jobs. In addition, we use 2 vans to shuttle valets to and from the parking lots. At any given time (notably at the beginning when guests are arriving,) we will have some valets driving guests cars from Tudor Place to the lots parking lots while others are on their way back on one of the two shuttles. The use of two shuttle vans allows us to move staff around quickly and efficiently. The parking spaces along the rear driveway of Tudor Place are used as a holding area in the beginning. In order to maintain a reasonable flow of traffic on 31st Street, 3 or 4 valets are assigned to quickly move cars from the front entrance to the holding area in the back. After all guests have arrived, we then finish parking cars at a more deliberate pace. Our shuttle drivers and parking lot attendants have 2-way radios to keep in constant communication throughout the event. As an event nears its end, valets move to the parking lots where claim check numbers are communicated to them by radio.

By applying these formulas and with the help and cooperation of Tudor Place, Atlantic valet has been able to render valet service at this venue while minimizing the inconvenience to the neighborhood.

Best regards,

Alain Ikombo
Vice President, Sales & Operations

BOYS & GIRLS CLUBS
OF GREATER WASHINGTON

JELLEFF BRANCH

PRESIDENT & CEO
Patricia G. Shannon

EXECUTIVE VICE PRESIDENT
Tim Sheahan

SENIOR BRANCH DIRECTOR
Bob Stowers

OFFICERS

PRESIDENT
Marshall Bykofsky

DIRECTORS
Ashaki Blanton
LaCrisha Bolter
Richard Cooper
Stephen Davenport
Kenneth Golding
Milton Harris
Maurice Jackson
Denis I.E. James
Judith Katz
James G. Mauro, Jr.
Melinda Roth
Don Tracy
Tom Ward
Daniel Wedderburn

April 18, 2003

Tudor Place
1644 31st Street NW
Washington DC 20007

To Whom It May Concern:

As in the past, the Jelleff Branch Boys & Girls Club will be able to provide parking for Tudor Place events. Our new parking lot has 60 spaces. For more information, you may call me at 202-462-1317. Thank you.

Yours truly,

Robert Stowers,
Branch Director

Jelleff Branch
3265 S Street NW - Washington, DC 20007
Tel: (202) 462-1317 - Fax: (202) 797-1066
www.bgcgw.org

United Way/CFC
#8047

LICENSE AGREEMENT

This License Agreement ("License") made this 21st day of April, 2003, by and between Chevy Chase Bank, F.S.B. (hereinafter, "Licensor"), 7501 Wisconsin Avenue, Bethesda, Maryland 20814 and Tudor Place Foundation, Inc. ("Licensee"), a not-for-profit corporation with an address of 1605 31st Street, NW, Washington, D.C. 20007. As used herein the term "Licensee" shall include all members, participants and guests entering onto or using the Facility, as that term is defined in this License.

RECITALS

WHEREAS, Licensor is the Owner of a branch banking office at 1545 Wisconsin Ave., NW, Washington, D.C. (the "Building);

WHEREAS, Licensee desires the right to access and use Licensor's parking lot adjacent to the Building (the "Parking Lot") for the purpose of parking cars associated with Licensee's various evening and weekend functions and programs; and

WHEREAS, Licensor is willing to permit such access to Licensee subject to the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, incorporating the foregoing recitals in their entirety, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

(1) Licensor hereby grants to Licensee a non-exclusive gratuitous license to access and use the Parking Lot between the hours of 6:00 p.m. and 7:00 a.m. daily.

(2) This License shall commence at 6:00 p.m. on April 22, 2003 and expire at 7:00 a.m. on the April 30, 2003. The term of this License shall be automatically extended for successive one-year periods unless Licensor earlier terminates this License in writing.

(3) Licensee agrees that the Parking Lot will be used only in compliance with all rules and regulations promulgated by Licensor as they may be amended from time to time and that the License granted hereunder does not permit Licensee to grant access or use of the Parking Lot to any third party.

(4) Licensee, shall defend, indemnify and save Licensor, its successors and assigns and its officers, employees and agents harmless from and against all claims, liabilities, suits, fines, penalties, damages, losses, fees, costs and expenses, including attorney fees, which may be imposed upon, incurred by, or served against them for any reason, including but not limited to injury to the person or property of Licensee, including psychological harm or injury, arising from the use of the Parking Lot by Licensee or any other person;

(a) injury to the person or property of any other person, including psychological harm or injury, arising from or related to the use of the Parking Lot by Licensee or caused directly or indirectly and in whole or in part by the willful or negligent acts of Licensee;

(b) any damage to the Parking Lot caused by the willful or negligent acts of Licensee.

This indemnity shall extend to, and include, the cost and expenses, including reasonable attorney fees, incurred by Licensor in enforcing this indemnity.

(5) Licensee acknowledges that use of the Parking Lot is at his/her own risk and that Licensor shall have any responsibility to monitor or provide a security guard for the Parking Lot. Licensee, for itself, its successors, invitees, agents, officers and employees and their heirs, personal representatives and devises hereby releases Licensor and its successors and assigns, officers, directors and employees from any and all liability of whatever kind arising from or related to Licensee's use of the Parking Lot.

(6) Licensee acknowledges that it has been give the opportunity to consult with counsel with regard to the contents of this License and that it freely enter into this License Agreement on the terms and conditions stated herein.

(7) Licensee's obligations under paragraph (4) of this License Agreement shall survive the termination of this License Agreement.

(8) This License may be revoked by Licensor or its agent at any time by written notice to Licensee if Licensee fails to comply in all respects with the terms, covenants and conditions set forth herein, as determined by Licensor, in Licensor's discretion.

(9) Licensee, with knowledge that Licensor is relying thereon, states:

Name: Tudor Place Foundation, Inc.
Business Address: 1605 31st Street, Washington, D.C.
Business Telephone Number: 202-965-1644
Type of Use: parking lot

IN WITNESS WHEREOF, the parties have executed this License Agreement the day and year first above written.

Witness:

Name: Elizabeth Brewster

Licensee; Tudor Place Foundation, Inc.

By: Leslie L. Buhler

Leslie Buhler
Executive Director

Licensor: Chevy Chase Bank F.S.B.

By: _____

Name: Paul N. Jackman
Title: Senior Vice President

LICENSE AGREEMENT

This License Agreement ("License") made this 21st day of April, 2003, by and between Chevy Chase Bank, F.S.B. (hereinafter, "Licensor"), 7501 Wisconsin Avenue, Bethesda, Maryland 20814 and Tudor Place Foundation, Inc. ("Licensee"), a not-for-profit corporation with an address of 1605 31st Street, NW, Washington, D.C. 20007. As used herein the term "Licensee" shall include all members, participants and guests entering onto or using the Facility, as that term is defined in this License.

RECITALS

WHEREAS, Licensor is the Owner of a branch banking office at 1545 Wisconsin Ave., NW, Washington, D.C. (the "Building");

WHEREAS, Licensee desires the right to access and use Licensor's parking lot adjacent to the Building (the "Parking Lot") for the purpose of parking cars associated with Licensee's various evening and weekend functions and programs; and

WHEREAS, Licensor is willing to permit such access to Licensee subject to the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, incorporating the foregoing recitals in their entirety, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

(1) Licensor hereby grants to Licensee a non-exclusive gratuitous license to access and use the Parking Lot between the hours of 6:00 p.m. and 7:00 a.m. daily.

(2) This License shall commence at 6:00 p.m. on April 22, 2003 and expire at 7:00 a.m. on the April 30, 2003. The term of this License shall be automatically extended for successive one-year periods unless Licensor earlier terminates this License in writing.

(3) Licensee agrees that the Parking Lot will be used only in compliance with all rules and regulations promulgated by Licensor as they may be amended from time to time and that the License granted hereunder does not permit Licensee to grant access or use of the Parking Lot to any third party.

(4) Licensee, shall defend, indemnify and save Licensor, its successors and assigns and its officers, employees and agents harmless from and against all claims, liabilities, suits, fines, penalties, damages, losses, fees, costs and expenses, including attorney fees, which may be imposed upon, incurred by, or served against them for any reason, including but not limited to injury to the person or property of Licensee, including psychological harm or injury, arising from the use of the Parking Lot by Licensee or any other person;

(a) injury to the person or property of any other person, including psychological harm or injury, arising from or related to the use of the Parking Lot by Licensee or caused directly or indirectly and in whole or in part by the willful or negligent acts of Licensee;

(b) any damage to the Parking Lot caused by the willful or negligent acts of Licensee.

This indemnity shall extend to, and include, the cost and expenses, including reasonable attorney fees, incurred by Licensor in enforcing this indemnity.

(5) Licensee acknowledges that use of the Parking Lot is at his/her own risk and that Licensor shall have any responsibility to monitor or provide a security guard for the Parking Lot. Licensee, for itself, its successors, invitees, agents, officers and employees and their heirs, personal representatives and devisees hereby releases Licensor and its successors and assigns, officers, directors and employees from any and all liability of whatever kind arising from or related to Licensee's use of the Parking Lot.

(6) Licensee acknowledges that it has been give the opportunity to consult with counsel with regard to the contents of this License and that it freely enter into this License Agreement on the terms and conditions stated herein.

(7) Licensee's obligations under paragraph (4) of this License Agreement shall survive the termination of this License Agreement.

(8) This License may be revoked by Licensor or its agent at any time by written notice to Licensee if Licensee fails to comply in all respects with the terms, covenants and conditions set forth herein, as determined by Licensor, in Licensor's discretion.

(9) Licensee, with knowledge that Licensor is relying thereon, states:

Name: Tudor Place Foundation, Inc.
Business Address: 1605 31st Street, Washington, D.C.
Business Telephone Number: 202-965-1644
Type of Use: parking lot

IN WITNESS WHEREOF, the parties have executed this License Agreement the day and year first above written.

Witness:

Name: Elizabeth Brewster

Licensee: Tudor Place Foundation, Inc.

By: Leslie Buhler
Leslie Buhler
Executive Director

Licensor: Chevy Chase Bank F.S.B.

By: Paul Jackman
Name: Paul N. Jackman
Title: Senior Vice President