**FOGGY BOTTOM AND WEST END**
**ADVISORY NEIGHBORHOOD COMMISSION (ANC-2A)**
**MARIA TYLER COMMISSIONER SMD-2A03**

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October 3, 2003

Mr. Geoffrey H. Griffis
Chair, Board of Zoning Adjustment
Room 210
441 4th Street, N.W.
Washington, DC 20001

RE: Application No. 17021 by Estelle Goldman for special exception on behalf of 7-11 Inc.
Post hearing submission by applicant

Dear Mr. Griffis:

ANC-2A has received the submission which the applicant delivered to you, as requested, on September 30, 2003. It contains new proposals for the conditions in the Board's Order and a draft of a Management Agreement between the 7-11 and ANC-2A.

ANC-2A strongly objects to the new proposal for an approval covering 6 years. Also, ANC-2A notes that the applicant's proposed conditions in points 15 to 17 (pp 1 & 2 of the submission), relate to purely bilateral relations between the applicant and ANC-2A. We are not at all sure that they are appropriate or necessary conditions for inclusion in a BZA Order. The Management Agreement allows either party to request discussions . To codify these provisions further would place a rigid obligations on both parties, for example on ANC-2A when prevailing conditions do not require a meeting.

The applicant did not discuss the proposed Management Agreement with ANC-2A and therefore it represents the applicant's views only. ANC-2A would wish Board members to be aware of them. The paragraphs in question are detailed in the Attachment.

Sincerely,

FOR ANC-2A:

Maria Tyler
Maria Tyler
(Commissioner, ANC-2A03)

cc. Mr. Steven Mordfin, OP
John Patrick Brown, Jr., Esq.
Harold L. Talisman, Esq.
Mr. Benjamin Klotz

BZA
Case No. 17021
Exhibit No. 53

Board of Zoning Adjustment
District of Columbia
CASE NO. 17021
EXHIBIT NO. 53

# ATTACHMENT

## Proposed Management Agreement : Version by ANC-2A

**The proposal of ANC-2A is the same as that of applicant except for the paragraphs enumerated below. The text in these paragraphs is the text of the existing Management Agreement with deletions struck out and additions underlined:**

**10. Whereas some problems, including deliveries, illegal parking and litter, ~~derelicts and panhandlers~~ remain ~~a potential problem~~, ~~as does cleanliness because of customers' actions~~; and**

**16. Conditions relating to the appearance of the premises**

**~~Southland Corporation~~ The 7-Eleven and the 7-Eleven franchisee shall pay special regard to maintaining the exterior appearance of the premises consistent with its characteristic as a contributing residential townhouse in the Foggy Bottom Historic District and the Foggy Bottom Overlay District. In particular, the exterior of the building apart from the existing 7-11 sign, will be maintained as if it were a residence only. No signs, posters in the windows, public telephones, teller machines or like devices will be added to the exterior of the building ~~that detract from the residential character of the Foggy Bottom Historic District~~. ~~Southland Corporation~~ The 7-Eleven and the 7-Eleven franchisee will ensure that the shrubs along the handicapped railing are of a height that covers the railing completely when seen from the sidewalk and that perennial and seasonal landscaping be provided so as to beautify the premises. No material shall be stored in front of the building. In the event that alterations are proposed to the exterior of the premises, the ~~Southland Corporation~~ 7-Eleven and the 7-Eleven franchisee will discuss this with the Commissioner of SMD 2A03 and ANC-2A prior to any application to the DC Historic Preservation Review Board and any such proposed exterior changes shall be consistent with the Foggy Bottom Historic District and Overlay District.**

**17. ~~Southland Corporation~~ The 7-Eleven and the 7-Eleven franchisee store manager will meet with the Commissioner of SMD 2A03, or with ANC-2A at the request of either or at its own request to discuss any such problems as may arise from the operation of the 7-Eleven and to hear and respond to the concerns of the ANC and the community regarding their perspectives on its implementation.**

[ ***The additions proposed by the applicant at the end of this paragraph in his version( to have an obligation for the 7-Eleven to appear on the September regular meeting of ANC-2A) can be arranged under the existing wording of this para, without the extra codification in the addition. ANC-2A has no objection to the 7-Eleven appointing its points of contact.*** ]

**19. ANC-2A and ~~Southland Corporation~~ the 7-Eleven will request that the terms of this agreement be incorporated as conditions in any BZA Order approving the application. Any envisaged change to 7-Elevens's operations and the undertakings by ~~Southland Corporation~~ the 7-Eleven and its franchisee that would affect the terms of this agreement will be brought to the attention of ANC-2A and will not be implemented without prior approval by ANC-2A which approval shall not be unreasonably withheld, and the BZA, if necessary.**

[ ***The applicant proposes an addition at the end of the paragraph, providing for obligatory annual discussions between ANC-2A and the applicant. It is unnecessary. The existing paragraphs 17 and 18 provide for any necessary consultation*** ]

**21. To ensure that the conditions and undertakings entered into in this Agreement will be adequate to protect the adjoining and surrounding area from potential adverse effects, ANC-2A limits its non-objection to the application before the BZA for a period of three years only and the applicant agrees to modify its request to a period of three years only for the special exception to continue nonconforming use on the premises.**

[ ***This para is at the heart of the Management Agreement and ANC-2A cannot accept the applicant not agreeing to a three year period.*** ]