GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF PLANNING

Office of the Director

Memorandum

TO: Board of Zoning Adjustment

FROM: JLS for Andrew Altman, Director
Office of Planning

DATE: February 23, 2004

SUBJECT: BZA Application #16938 (The Most Worshipful Prince Hall Grand Lodge) - 1902 Vermont Avenue, N.W. (Square 333, Lots 824, 825 and 827)

APPLICATION

Pursuant to 11 DCMR § 3104.1, for a special exception to permit open accessory parking spaces under subsection 2116.5, in an R-4 District at 1902-1906 Vermont Avenue, N.W. (Square 333, Lots 824, 825 and 827).

SUMMARY RECOMMENDATION

If the Board decides to grant approval of interim use of the parking lot, the Office of Planning (OP) recommends operation of the parking lot subject to the following conditions:

A. Approval shall be for a period of **Three (3) years**.
B. The parking area of Lots 824, 825, and 827 shall be limited to **lot 827** with **20** parking spaces. Lots 824 and 825 shall be maintained as landscaped lots only.
C. The parking lot is for use by tenants of the building and members of the lodge only; spaces may not be used for commercial purposes.
D. The applicant shall implement the landscaping plan as submitted. The parking lot shall be maintained and landscaped as specified in its Development Interim Usage Agreement with the Westminster Neighborhood Association and ANC 1B.
E. Landscaping shall be maintained in a healthy growing condition and in a neat and orderly appearance.
F. Any lighting used to illuminate the parking lot or its accessory building shall be so arranged that all direct rays of such lighting be confined to the surface of the parking lot.
G. All spaces shall meet code standards with respect to size and location of parking spaces as required by sections 2115 and 2116 of the Zoning Regulations.

BZA
Case No. 17099
Exhibit No. 31

Board of Zoning Adjustment
District of Columbia
CASE NO. 17099
EXHIBIT NO. 31

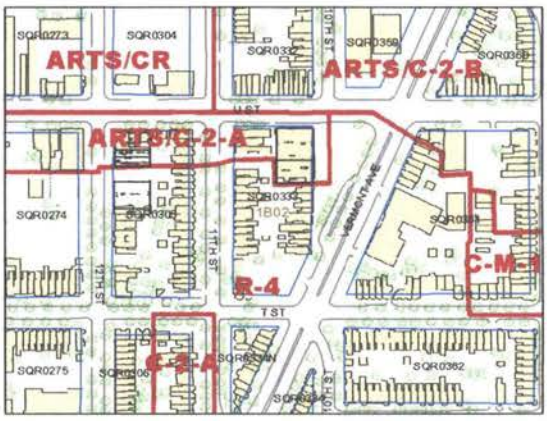
SITE AND AREA DESCRIPTION

The subject lots are located near the northwest corner of the intersection of Vermont Avenue, N.W., T Street, N.W., and 10th Street, N.W. at 1902 and 1906 Vermont Avenue, N.W. (Square 333, Lots 824, 825, and 827).

Lot 827 is a 5,226-square foot existing parking lot first approved by this Board on August 26, 1974 as a twenty-one (21) space accessory parking lot.[1] Lot 827 is bounded by Vermont Avenue to the east; T Street, NW on the south; Lots 824 and 825 and a public alley to the north; and brick row houses to the west. The only access to the lot is on Vermont Avenue. The applicant is currently using Lot 827 for accessory parking.

Lots 824 and 825 are much smaller lots that are proposed for inclusion in the application. According to the applicant, these lots are proposed as landscaped lots, which would contribute to landscaping requirements of the regulations. The lots are landlocked and surrounded by row houses and the historic Evans-Tibbs home to the north; Vermont Avenue to the east; the applicant's existing parking lot to the west; and a public alley and additional row houses to the south. The surrounding land uses include row houses, commercial and institutional uses, the U Street Green Line Metro Station, and the African American Civil War Memorial.





BACKGROUND/CHRONOLOGY

Immediately south of U Street, N.W., in the Shaw neighborhood of the Greater U Street Historic District, the lots exist among homes that have either been recently renovated or are in the process of renovation. Up until the 1960s, all lots in this square were used for residential purposes. At some point, the residential uses were discontinued and the lots remained vacant for some time. In 1974, this Board approved the applicant's request to use Square 333, Lot 800 (now Lot 827) for accessory parking and that use continues today. The current lot is paved, and fenced and used

[1] Board decisions allowing applicant to operate parking lot: BZA Order No. 11664, August 26, 1974; BZA Order No. 12215, November 8, 1976; BZA Order No. 13675, June 4, 1982; and BZA Order No. 14732, September 9, 1988. Permission to use this Lot 827 for accessory parking expired June 4, 1992. However, the applicant has continued to use the lot for accessory parking.

primarily between the hours of 7:00 p.m. and 10:00 p.m., Monday through Friday and Saturdays, by the members of the Most Worshipful Prince Hall Grand Lodge.

The approval to use the lot expired in 1987, but the use continued until an application (#16938) was filed in 2002. The request to continue use of the parking lot (BZA #16938) was heard at public hearings held on November 26, 2002, February 25, 2003, March 18, 2003 and March 25, 2003. This previous application was filed accordingly:

- Pursuant to 11 DCMR § 3104.1 **for a special exception** to establish an accessory parking lot having 21 spaces under § 214, and
- Pursuant to 11 DCMR § 3103.2 **for variances** from –
  - The requirement that the parking spaces be located within 200 feet to the use to which they are accessory under subsection 214.3, and
  - The requirement that accessory parking spaces are contiguous to or separated only by an alley from the use to which they are accessory under § 214.4.

On May 6, 2003 at its decision meeting, the Board denied Application #16938. Subsequently, before the order was written, on August 7, 2003, the applicant submitted a letter of withdrawal to the Board and on August 11, 2003, the Office of Zoning formally acknowledged withdrawal of the application, pursuant to § 3113.0 of the Zoning Regulations.

The current application before the Board requests continued use of the parking lot (20 spaces) based on special exception relief, pursuant to §2116.5. While lots 824 and 825 are included as part of the application, no additional spaces are requested. There is no request for variance relief under this requirement. Counsel for the applicant believes that this is a more appropriate request, while the applicant determines redevelopment options for the site.

The parking lot will be used by the members and tenants of the Most Worshipful Prince Hall Grand Lodge.

ANALYSIS

Section 2116.5

The Office of Planning determined that since the use of the lodge is permitted in the R-4 Zone District, per §330.5 (b), then according to §331.1 (b), the accessory parking spaces are incidental to the permitted use (the lodge) and are permitted in the R-4 Zone District, subject to the special provisions of chapters 21 and 23 of 11 DCMR. Section 2116.5 regulates the use of accessory parking spaces in certain instances.

§ 2116.5 permits open parking spaces accessory to any building or structure to be located ...elsewhere... in accordance with §§2116.6 through 2116.9, if approved by the Board pursuant to §3104 for special exceptions. The standards by which the BZA should approve a special exception for accessory parking spaces according to §§2116.6 through 2116.9 are as follows:

2116.6 The Board shall determine that it is not practical to locate the spaces in accordance with § 2116.2 for the following reasons:
(a) Unusual topography, grades, shape, size, or dimensions of the lot;

(b) The lack of an alley or the lack of appropriate ingress or egress through existing or proposed alleys or streets;
(c) Traffic hazards caused by unusual street grades; or
(d) The location of required parking spaces elsewhere on the same lot or on another lot would result in more efficient use of land, better design or landscaping, safer ingress or egress, and less adverse impact on neighboring properties.

It is both economically and physically impossible to locate any parking spaces on the subject property because the lot is fully occupied by existing buildings and there are no vacant lots in the immediate vicinity of the applicant's main use. Absent any structural information to determine whether a parking garage can be located in the basement of the building, the applicant has claimed that this is also physically impossible. In addition, DDOT reports a curb cut would not be permitted due to close proximity to the 11th and U Street intersection. Therefore, a more practical solution would be to locate accessory parking on another lot.

2116.7 When the accessory parking spaces elsewhere than on the lot upon which the building or structure they are intended to serve is located, the parking on adjacent lots or lots separated only by an alley from the lot upon which the building or structure is located, shall be preferred.

While the preference is to have separation only by an alley, a 12-foot wide alley runs north/ south along the side of the main building and at the rear of residences, connecting to the subject lots. In this instance, the lots are located to the south (rear) of the building and are separated from the main use by approximately 250 feet and by nine residential structures.

2116.8 The accessory parking spaces shall be located so as to furnish reasonable and convenient parking facilities for the occupants or guests of the building or structures that they are designed to serve.

The subject parking area is located within the same square, within 250 feet of the main use. According to the applicant, the lots they own provide convenient parking within walking distance for their use, including lodge meetings and events. The lot is used by members during their meeting and event times between the hours of 7:00 p.m. and 11:00 pm, Monday through Saturday. While there are other lots within walking distance, the applicant claims that these are not viable options for their use since they serve other full-time uses within the neighborhood and cannot accommodate their needs (attachment). The applicant has also submitted that while some patrons use public transportation, others use the parking lot because of age, poor health and the lack of convenient public transportation during later hours.

2116.9 The Board may impose conditions on any accessory or non-accessory parking spaces as to screening, coping, setbacks, fences, the location of entrances and exists, or any other requirement it deems necessary to protect adjacent or nearby property. It may also impose other conditions it deems necessary to ensure the continued maintenance of the spaces.

There is significant community opposition to the continued use of the existing lot, some of which focuses on its maintenance and landscaping. These issues are important to the community due to current area revitalization and neighborhood improvements. The neighborhood would like the property redeveloped and believes that the current use provides no benefit to the community.

The applicant intends to provide improved landscaping above what currently exists, as expressed in its draft **Development and Interim Usage Agreement (DIUA)** prepared by the applicant and forwarded to the affected parties represented by the Westminster Neighborhood Association (WNA) and ANC 1B. This document outlines, among others, the intent and actions that would be taken by the applicant to comply with §§2303.1 and 2303.2 (landscaping standards) of the Zoning Regulations. According to the applicant, including lots 824 and 825 as part of special exception would allow additional area for beautification of the neighborhood with improved landscaping. Maintenance of the lot was also addressed with terms of the agreement subject to approval of the affected parties and effective from the date of oral approval by the Board, if the special exception is granted. (DUIA Attached).

OP supports the DIUA as ratified by the WNA, ANC1B and the Lodge on March 9, 2004.

Section 2303.1
In addition, the subject property, shall conform to the provisions of § 2303.1 as follows:

(a) All areas devoted to driveways, access lanes and parking areas shall be paved and maintained with bituminous concrete or brick materials…that form an all-weather impervious surface, and that are a minimum four inches (4 in.) in thickness;

According to the applicant's submission, all driveways, access lanes and parking areas are paved and will be maintained with materials that form an all-weather impervious surface, a minimum of four inches thick.

(b) The parking lot shall be designed so that no vehicle or any part of a vehicle projects over any lot line or building line;

According to submitted plans, no vehicle or any part of a vehicle would project over any lot line or building line.

(c) No other use shall be conducted from or upon the premises, and no structure other than the attendant's shelter shall be erected or used upon the premises unless the use or structure is otherwise permitted in the district in which the parking lot is located;

An attendant's shelter is located on the lot. No other use is conducted or shall be conducted from or upon the premises.

(d) No vehicular exit shall be within forty (40) feet of a street intersection as measured from the intersection of the curb lines extended;
The entrance/exit is approximately fifty-five feet away from the intersection.

(e) Any lightning used to illuminate a parking lot or its accessory buildings shall be arranged so that all direct rays of the lightning are confined to the surface of the parking lot; and

As stated in the applicant's testimony submission (page 4), lighting will be arranged to confine direct rays to the lot, by lining the street facing portions of the parking lot with evergreen hedges in order to minimize headlight glare to properties across Vermont Avenue and T Street. (Applicant's submission dated March 2, 2004, page 11).

(f) The parking lot shall be kept free of refuse and debris and shall be landscaped. Landscaping shall be maintained in a healthy growing condition and in a neat orderly appearance. Landscaping with trees and shrubs shall cover a minimum of 5% of the total area of the parking lot, or an area as determined by the Board for a parking lot otherwise requiring Board approval.

The applicant has submitted that as part of its maintenance agreement that the lot will be kept free of debris and refuse. According to submitted landscape plans, more than 5% of the minimum landscaping required will be provided, including 564 square feet on Lot 827.

Section 2303.2

A parking lot in an R-4 Zone District shall be screened from all contiguous residential property by a solid brick or stone wall at least 12" thick and 42" high or by evergreen hedges or evergreen trees that are thickly planted and maintained and at least 42" in height when planted.

Submitted drawings show the existence of a 12"W x 42" H x 78" L masonry wall at the west property line of Lot 827. The applicant states that the Lodge intends to improve the lot to fully comply with this provision. (Applicant's submission dated March 2, 2004, page 11 and Appendix E).

(a) The parking lot shall be screened from all contiguous residential property located in an R-1, R-2 or R-3 District by a solid brick or stone wall at least 12" thick and 42" high.

The parking lot is not contiguous to residential property in these Zone Districts.

(b) All parts of the lot not devoted to parking areas...or required screening walls shall be kept free of refuse and debris and shall be paved or landscaped. Landscaping shall be maintained in a healthy and growing condition, and in a neat and orderly appearance.

As previously stated in response to the requirements of §2303.1 (f), and based on submitted statements made in the applicant's DIUA, and shown in the landscaping plan submitted for the record, OP believes that the applicant has made an effort to comply with this requirement.

SPECIAL EXCEPTION
Section 3104.1

The Board must approve continued interim use of the accessory parking lot if it meets the standards of §3104 accordingly:

> ***. . special exception will be in harmony with the general purpose and intent of the Zoning Regulations and Zoning Map and will not tend to affect adversely the use of neighboring property in accordance with the Zoning Regulations and Zoning Maps.***

Section 2116.5 regulates the use of accessory parking spaces in certain instances. The Office of Planning determined that since the use of the lodge is permitted in the R-4 Zone District, per §330.5 (b), then according to §331.1 (b), the accessory parking spaces are incidental to the permitted use (the lodge) and are permitted in the R-4 Zone District, subject to the special provisions of chapters 21 and 23 of 11 DCMR.

OP recognizes that the existing parking lot owned and operated by the applicant is currently operated without a valid BZA Order. The previous order expired in 1987. In addition, the community has cited numerous instances of non-compliance with previous BZA Orders and DC law. In three previous approvals by the Board, the lot was deemed compatible with the neighborhood. However, at its decision meeting on May 6, 2003, the Board gave great weight to the changes in the community, citing that… "prior approval does not give fundamental weight to obliterate what is now"… the current situation. The Board believed at that time that the objectionable conditions expressed by the community were not addressed by the applicant. The applicant has sought to recognize and address these concerns with the provision of a **Development Interim Use Agreement**, which was presented to the community for consideration and approval, via mailings and meetings with the WNA and ANC 1B.

OP acknowledges the community's concern that the applicant has continued to use the lot despite its expired order. While the community envisions another use for the site, an accessory parking lot is a presumed compatible use within the R-4 zone District, subject to special exception review. OP is encouraged that the applicant has considered its non-compliance and supports actions to correct the lapse in the special exception with the submitted request for continuation as an interim use, with conditions expressed in their proposal, pending redevelopment of the property.

OP is concerned that the absence of the lot would present an adverse effect on the use of neighboring property due to overflow parking along the U Street corridor, in light of the on-going commercial revitalization along the corridor. Observation of the lot at times of heavy usage, including nights and weekend events, concluded that absence of the parking lot would cause spillover parking into the surrounding neighborhood. The provision of the lot provides a place for members and other patrons to park, thereby reducing demand for on-street parking within the neighborhood.

While the WNA documented the number of available spaces that could be rented by the applicant[2], no information is provided as to whether these spaces, if available, would satisfy the times the spaces were needed by the applicant.

The applicant's traffic study was submitted to DDOT on February 18, 2004 for review based on the current special exception relief. OP has no information at this time concerning DDOT's response.

COMMUNITY COMMENTS

The subject property is within ANC-1B. At its February 6, 2003 meeting, the ANC voted not to support the application. The WNA has submitted their objections to this application as part of the record.

However, counsel for the applicant informed OP that the Lodge met with the various opposition members, including the WNA and the ANC on March 4, 2004 to discuss the terms of the Development and Interim Use Agreement. The applicant and counsel for the WNA informed OP by telephone that agreement was reached, the DIUA will be signed and that the ANC will support the special exception request based on the terms of a signed agreement between the WNA, ANC 1B and the Lodge.

SUMMARY AND RECOMMENDATION

The BZA transcript of May 6, 2003 (Re: #16938) documents the Board's discussions and subsequent vote of denial, which was primarily based on the emerging and renewed residential character of the neighborhood due to revitalization. In addition, the Board's argument also reflected the WNA and ANC's argument that the applicant had failed to reach reasonable agreement in addressing the community's concerns about maintenance and landscaping requirements of the parking lot, which would compliment the current residential character of the neighborhood.

Based on previous Board decisions, OP determined that the use of the lot was deemed compatible with the neighborhood and the lack thereof could present an adverse effect on the neighborhood from spill-over parking encroaching into the residential neighborhood. While the character of the neighborhood has indeed changed since the parking lot was approved, and continues to change with the current revitalization of the Shaw and U Street/Cardozo neighborhood districts, OP believes the changes will encourage more vehicular and pedestrian traffic through both commercial and residential areas, which abut each other. OP believes that the parking lot should be maintained in a manner, which enhances the residential character of the neighborhood through maintenance and improved landscaping.

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[2] Submitted as part of the WNA's Parking Study, BZA 16938. Also referenced in WNA's submission in opposition to the current BZA application, #17099 dated February 25, 2004.

OP agrees that given the significant documented opposition by the community to the continued use of the lot, the applicant should continue to work with the community through the WNA to develop a redevelopment plan for the site. The applicant needs to continue demonstration of good faith efforts to communicate its intentions about the future redevelopment of the lot as outlined in the DIUA.

If the Board decides to grant approval, OP recommends approval of **interim use** of lots 824, 825, and 827, on condition that:

A. Approval shall be for a period of **Three (3) years**.
B. The parking area of Lots 824, 825, and 827 shall be limited to **lot 827** with **20** parking spaces. Lots 824 and 825 shall be maintained as landscaped lots only.
C. The parking lot is for use by tenants of the building and members of the lodge only; spaces may not be used for commercial purposes.
D. The applicant shall implement the landscaping plan as submitted. The parking lot shall be maintained and landscaped as specified in its Development Interim Usage Agreement with the Westminster Neighborhood Association and ANC 1B.
E. Landscaping shall be maintained in a healthy growing condition and in a neat and orderly appearance.
F. Any lighting used to illuminate the parking lot or its accessory building shall be so arranged that all direct rays of such lighting be confined to the surface of the parking lot.
G. All spaces shall meet code standards with respect to size and location of parking spaces as required by sections 2115 and 2116 of the Zoning Regulations.

DEVELOPMENT AND INTERIM USAGE AGREEMENT

THIS DEVELOPMENT AND INTERIM USAGE AGREEMENT ("Agreement") is made as of this ___ day of March, 2004, by and among (i) the Most Worshipful Prince Hall Grand Lodge (the "Lodge"), (ii) the Westminster Neighborhood Association (the "WNA") and (iii) Advisory Neighborhood Commission 1B ("ANC 1B")(collectively, the "Parties").

RECITALS

WHEREAS, the Lodge is the record owner of that certain real property in the District of Columbia known as Lot 37 in Square 333, with premises address of 1000 U Street, NW, which property is improved with the Prince Hall Masonic Temple, constructed 1922-1930; and listed as an individual landmark on the District of Columbia Inventory of Historic Sites;

WHEREAS, the Prince Hall Masonic Temple occupies the entirety of Lot 37 and contains no accessory parking; and

WHEREAS, the Lodge is also the record owner of certain other real property in Square 333, known as Lot 827 (the "Vermont Avenue Property"); and

WHEREAS, the Vermont Avenue Property has been owned by the Lodge and operated as an accessory parking lot to the Prince Hall Masonic Temple for approximately 30 years, pursuant to a series of approvals from the Board of Zoning Adjustment, the last approval having expired in 1992; and

WHEREAS, WNA is a non-profit incorporated association representing approximately 160 households located to the south and east of the Vermont Avenue Property; and

WHEREAS, Square 333 is located within the boundaries of ANC 1B; and

WHEREAS, the Lodge desires to develop the Vermont Avenue Property for the benefit of the Lodge, including providing accessory parking to the Prince Hall Masonic Temple, and in such a manner that is complementary to the surrounding community, including the residential uses surrounding the Vermont Avenue Property; and

WHEREAS, the Lodge desires to consult with the WNA and ANC 1B to develop time frames and benchmarks for such development, as discussed herein;

WHEREAS, the Lodge has ceased utilizing the Vermont Avenue Property as an accessory parking lot, pending the outcome of its application to the District of Columbia Board of Zoning Adjustment ("BZA") for special exception approval to resume the parking lot use while the Lodge pursues the development of the Vermont Avenue Property as set forth herein; and

WHEREAS, the Lodge desires to utilize the Vermont Avenue Property as an accessory parking lot to the Prince Hall Masonic Temple, with landscaped buffer area for the interim period until commencement of construction on the Vermont Avenue Property; and

WHEREAS, the Parties deem the development of the Vermont Avenue Property to be in their collective best interests and desire to enter into this Agreement to formalize their respective understandings of the development plans and permitted interim parking use for the Vermont Avenue Property.

NOW THEREFORE, in consideration of foregoing Recitals, which are a material part of this Agreement and not mere precatory language, mutual terms, conditions and covenants set forth in this Agreement, the Parties hereto agree as follows:

DEVELOPMENT OF THE VERMONT AVENUE PROPERTY

1. Upon the signing of this Agreement, the Lodge shall immediately initiate planning for development of the Vermont Avenue Property (the "Development Project"), pursuant to the process and timeline set forth in Paragraph 2 below. Based upon the current R-4 zoning and the moderate density residential classification of the Vermont Avenue Property on the Generalized Land Use Map of the Comprehensive Plan, development of the Vermont Avenue Property will be focused on residential use with accessory parking to serve the Prince Hall Masonic Temple, although other uses and zoning compatible with the neighborhood may also be explored to assure the economic feasibility of the Development Project.

2. The Development Project will conform to the following process and timeline:

A. CONCEPT AND PREDEVELOPMENT PHASE

i. The Lodge shall:
   a. Establish use and planning goals for property (2 months)
   b. Formulate and issue Requests for Proposals ("RFP") from suitable area developers (5 months)
   c. Review and retain a development partner/project management team from RFP process (3 months)

ii. The development partner, in coordination with the Lodge, shall (within 6 months):
   a. Undertake site evaluation
   b. Undertake market study
   c. Develop feasibility study
   d. Identify uses and design necessary to make development possible on property
   e. Prepare concept drawings to illustrate the Development Project

B. DEVELOPMENT AND ENTITLEMENTS PHASE

i. Upon completion of Concept and Predevelopment Phase, the development partner, in coordination with the Lodge, shall:

a. Identify governmental/regulatory requirements and pursue legislative/administrative action(s), if any, necessary for project feasibility, completion, in consultation with WNA and ANC 1B (3 months)

b. Proceed to obtain needed approvals, permits and authorizations for Development Project (12-16 months)

C. CONSTRUCTION PHASE

i. Upon completion of Development and Entitlements Phase, the development partner, in coordination with the Lodge, shall:

a. Coordinate with WNA and ANC 1B to minimize impact of construction activities on neighborhood (1 month)

b. Immediately proceed with physical construction of the Development Project with a plan that can reasonably be completed within 12-16 months

The Lodge agrees to put forth good faith efforts to expedite all phases of the Development Project. Should the Lodge complete any phase in advance of the time periods stated herein, such time may be carried forward to the subsequent phases and added to the time periods indicated for such phases.

3. The Parties agree to work together in good faith to accomplish development of the Vermont Avenue Property.

4. As development planning proceeds, the Lodge reserves the right to expand the scope of the Development Project to include other properties within Square 333 that are, or may in the future be, owned or controlled by the Lodge. In no event shall any such expansion expand the timeline stated in this Agreement.

5. In addition to the parking provided within the Development Project for the use(s) established therein, the Lodge intends to include within the Development Project additional parking for the exclusive use of the Lodge, and not for commercial purposes. WNA and ANC 1B reserve the right to object to any surface parking on the Vermont Avenue Property which is visible from Vermont Avenue or T Street.

6. The Parties are aware that the Vermont Avenue Property is located within the Greater U Street Historic District and that any new construction contemplated for the site will necessitate review and approval by the Historic Preservation Review Board, and

possibly the Mayor's Agent for Historic Preservation. If the Development Project is supported by the WNA and ANC 1B, the WNA and ANC 1B agree to actively support the Lodge's efforts to obtain all of the governmental approvals necessary, including from these preservation authorities, for the Development Project to be realized. Such approvals may include request for legislation or amendment to applicable land use regulations.

7. In no event will the Lodge file an application with the BZA for an extension of time under this Agreement, or for any other reason, to continue parking on the Vermont Avenue Property beyond the 36 months agreed to in this Agreement This does not preclude the Lodge, however, from requesting approval from the BZA or Zoning Commission, if such approval is necessary, to permit accessory parking for the Lodge as part of the uses under the Development Project.

INTERIM USE OF THE VERMONT AVENUE PROPERTY

1. **Consent and Support** -- The WNA and ANC 1B agree to offer their support for BZA Application No. 17099, for interim use of the Vermont Avenue Property as an accessory parking lot to the Prince Hall Masonic Temple for a maximum term of three years from the date of oral approval by the BZA, subject to standards and conditions noted in this Agreement. The WNA and ANC 1B agree to offer their support through written and/or oral testimony to the BZA, as appropriate, and to persuade the BZA to approve and incorporate this Agreement into the Board's decision and final order.

2. **Use Restrictions** -- The interim use of the Vermont Avenue Property as an accessory parking lot shall be subject to the following parameters:

   A. The parking lot shall be limited to a maximum of 20 parking spaces, with a minimum of 2 spaces for handicapped parking, as shown in the drawings approved by the BZA in its approval of Application No. 17099 and attached hereto;

   B. All parking spaces shall meet applicable standards with respect to size and location as set forth in §§ 2115 and 2116 of the Zoning Regulations (11 DCMR);

   C. Consistent with §2303.1 of the Zoning Regulations, the parking lot shall be designed so that no vehicle or any part of a vehicle projects over any lot line or building line;

   D. The parking lot shall be reserved for the exclusive use of the Lodge, its members, and tenants of the Prince Hall Masonic Temple and no spaces shall be used for any commercial purposes.

3. **Landscaping** -- During its interim use as a parking lot, the Vermont Avenue Property shall comply with the following landscaping requirements:

A. A row of thickly-planted evergreen hedges at least twelve (12) inches thick and forty-two (42) inches high shall be planted and maintained along the east (except for the driveway), and south sides, and along the alley from 11th Street to and including along the locked gate on the north side of Lot 827. The hedges shall be planted so as to hide from view the chain link fence enclosing the parking lot. The hedges shall also be of sufficient thickness to effectively contain and screen any significant light from automobile headlights from shining outside the perimeter of the parking lot. The hedges shall be maintained so as not to grow above fifty (50) inches high;

B. Landscaping with trees and shrubs shall cover a minimum of five (5) percent of the total area of the Vermont Avenue Property. The landscaping discussed herein shall be purchased and planted within ninety (90) days of oral approval by the BZA of Application No. 17099. The Lodge shall solicit and consider the input of the WNA and ANC 1B with respect to the landscaping materials to be chosen;

C. The Lodge shall retain the services of a qualified, reputable, professional, and licensed company for the purchase, installation, and continual maintenance of the landscaping herein noted. The retention of the landscaping professional shall occur within 60 days of oral approval by the BZA of Application No. 17099. The landscaping chosen and planted shall be maintained in a healthy growing condition and in a neat and orderly appearance.

4. **Maintenance** -- During its interim use as a parking lot, the Vermont Avenue Property shall comply with the following maintenance standards:

A. All areas of the parking lot devoted to driveways, access lanes and parking areas shall be paved and maintained so as to form an all-weather impervious surface;

B. All parts of the parking lot and surrounding area shall be kept free of refuse and debris. This area shall include the sidewalks surrounding the parking lot and leading from the parking lot to the Prince Hall Masonic Temple, and that portion of the public alley abutting the parking lot;

C. The Lodge shall implement a written plan for trash and debris removal from the parking lot and surrounding area and provide a copy of same to the WNA and ANC 1B within 30 days of days of oral approval by the BZA of Application No. 17099. Such plan shall address removal of "bulk trash" which may be dumped on the Vermont Avenue Property, the frequency of trash removal and the collection of litter from the sidewalks immediately adjacent to the Vermont Avenue Property;

D. At least one trash receptacle shall be installed in the parking lot for the use of those utilizing the parking lot and shall be emptied on a regular basis. Such receptacle(s) should be aesthetically consistent with the historic character of the neighborhood and shall be installed within 30 days of days of oral approval by the BZA of Application No. 17099;

E. All snow shall be cleared from the sidewalks along the east and south sides of the parking lot within 8 hours after the snow stops falling. The Lodge shall retain the advance services of a snow removal company which, on a consistent and reliable basis, shall provide for the timely removal of snow from these sidewalks.

5. **Security and Traffic Control** – During its interim use as a parking lot, the Vermont Avenue Property shall comply with the following security standards:

A. The Lodge shall implement a written plan within 30 days of oral approval by the BZA of Application No. 17099 for regular and periodic security monitoring of the parking lot. The WNA and ANC 1B agree to assist in this security effort by requesting their members to periodically monitor the surrounding property for illegal and otherwise suspicious activity;

B. All illumination of the parking lot shall be so configured to confine direct rays exclusively to the Vermont Avenue Property;

C. The Lodge shall remind its membership at least quarterly, through regular announcements, leaflets and other means, that the Vermont Avenue Property is located within a residential area and that users of the parking lot should keep horn-honking, other noise, including conversations at the parking lot, and use of headlights to a minimum;

D. The Lodge shall encourage its membership at least quarterly, through regular announcements, leaflets and other means, to utilize Metrorail or other public transportation to the Prince Hall Masonic Temple;

E. The Lodge shall erect a sign to be seen upon exiting the parking lot, which sign shall inform users of the parking lot not to enter the parking lot from the northbound lanes of Vermont Avenue.

TERMS AND CONDITIONS OF AGREEMENT

1. **Coordination** – Each of the Parties shall choose an authorized representative to communicate regularly by email and other methods to discuss issues related to the following:

   A. compliance with the terms of this Agreement regarding the interim use of the Vermont Avenue Property as a parking lot;
   B. status of development planning and compliance with proposed development timeline;
   C. identification of perceived breaches of the Agreement and/or other concerns of the Parties.

   On a quarterly basis from oral approval by the BZA, the Lodge shall submit to ANC 1B and WNA a written status update regarding the development planning and compliance with the timeline set forth above. Upon written request from WNA or the ANC 1B-02 commissioner, the Lodge shall provide, within 10 calendar days, copies of any non-financial documents to verify compliance with the terms of this Agreement.

2. Enforcement – Failure of any of the Parties to comply in good faith with the terms of this Agreement shall constitute a breach of this Agreement. Absent any emergency, wherein immediate corrective action is required to prevent injury or damage to person or property, any perceived breach of this Agreement shall first be brought to the attention of the allegedly breaching party in writing in accordance with the notice provisions herein, and said allegedly breaching party shall be given fifteen (15) business days to take appropriate corrective or remedial action. If said corrective or remedial action is not taken within the time provided in this Agreement, or if satisfactory explanation is not provided as to why such corrective or remedial action cannot or need not be taken, the complaining party may pursue appropriate corrective action from the District of Columbia, including request for revocation of the certificate of occupancy authorizing the parking lot use, or at law to enforce the terms of this Agreement. The Parties agree to act in good faith in the fulfillment of the terms of this agreement.

   Solely with respect to the Development Project process and timeline, and in addition to any and all of the rights of the Parties set forth above, the WNA and ANC 1B may also pursue enforcement of the above-referenced process and timeline by arbitration. Upon the joint determination of the WNA (through its Mason Parking Lot Committee) and the ANC 1B02 commissioner that the Development Project process and timeline is not being satisfied by the Lodge, the WNA and ANC 1B may institute a proceeding with JAMS or any arbitration company acceptable to all parties. The arbitration shall apply the laws of the District of Columbia and shall administer the proceeding pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on any award may be entered in any court having jurisdiction, JAMS shall hold a hearing within 30 days of receipt of such request, or as soon thereafter as feasible, and a sole arbiter, experienced in building construction, shall issue a decision, which decision shall not be subject to

appeal. If the arbiter determines that the Lodge has substantially breached the development process or timeline, the Lodge shall refrain from parking on the Vermont Avenue Property until such time as the Lodge comes into compliance with the Development Project process and timeline, which compliance shall be determined by the arbiter. There shall be no right to appeal the arbiter's decision. Prior to initiating such an arbitration meeting, the WNA and ANC 1B shall provide the Lodge written notice of its intent to initiate arbitration and provide the Lodge fifteen (15) business days to take appropriate corrective or remedial action, or to provide satisfactory explanation to the WNA and ANC 1B for its noncompliance with the process and timeline set forth above.

One half of the arbitration fee shall initially be paid by the Lodge and one-half by WNA and ANC 1B. Within 15 days after the AAA has issued a decision, the losing party shall reimburse the winning party for such party's payment of the arbitration fee. The Lodge agrees to be bound by this Agreement and to continue to proceed with its development under this Agreement regardless of the arbiter's decision.

3. **Related Requirements** -- All construction, installation or maintenance referred to herein shall be done according to any other requirements that may also apply to such work, including licensing, permits, or approvals required by District agencies, including the HPRB and Department of Transportation.

4. **Notice** – All notices and other required communications ("Notices") to the parties shall be in writing, and shall be addressed respectively as follows:

If to the Lodge:	Most Worshipful Prince Hall Grand Lodge 1000 U Street, N.W. Washington, DC 20001 Attn: Most Worshipful Grand Master
If to ANC 1B:	Advisory Neighborhood Commission 1-B 1440 W Street, N.W. Apt. B-1 Washington, DC 20009 Attn: Deborah Thomas, Chair
If to WNA:	Westminster Neighborhood Association 1413 K Street, NW Suite 1500 Washington, DC 20005 Attn: Johnson & Pavuk

All Notices shall be given (i) by personal delivery to the applicable party; or (ii) by registered or certified mail, return receipt requested. All Notices shall be effective and shall be deemed delivered and received (i) if by personal delivery on the date of delivery, if

delivered during normal business hours; and, if not delivered during normal business hours, on the next business day following delivery; and (ii) if solely by mail three business days after the date deposited into the U.S. Mail, registered or certified mail, return receipt requested, properly addressed and postage prepaid. A party hereto may change its address by written notice to the other parties.

4 **Effective Date** -- All references to "oral approval by the BZA" shall be to that certain date upon which the BZA gives oral approval of Application No. 17099, which is scheduled for public hearing on March 16, 2004. In the event that Application No. 17099 is not approved by the BZA, the Lodge, the WNA and ANC 1B agree that the terms of this Agreement shall be void and of no effect. Further, in the event that Application No. 17099 is approved by the BZA, and any appeal is taken from said approval by any person or party other than by the Lodge, the Parties agree that the terms of this Agreement shall be stayed only until such time as the appeal is resolved and the approval is effective."

5. **Jurisdiction and Severability** -- This Agreement shall be construed in accordance with the laws of the District of Columbia. Should any court or administrative board at any time hold any portion of this Agreement to be invalid, the remaining terms, covenants and conditions herein shall not be affected thereby and shall remain in full force and effect.

6. **Modification** -- No modification of this Agreement shall be valid unless made in writing and duly executed by authorized representatives of the Parties.

7. **Entire Agreement** -- This Agreement contains the entire understanding of the Parties and supersedes any and all prior agreements and understandings between the Parties relating to the subject matter hereof.

{Signatures Follow}

IN WITNESS WHEREOF, the parties signing below state that they have the authority to represent the party they are claiming to represent and have set their hands and seals the day and year set forth above.

Aaron R. Jordan, The Most Worshipful Grand Master, Most Worshipful Prince Hall Grand Lodge	Witness
Deborah R. Thomas, Chair, Advisory Neighborhood Commission 1B	Witness
Lynn H. Johnson, President, Westminster Neighborhood Association	Witness

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