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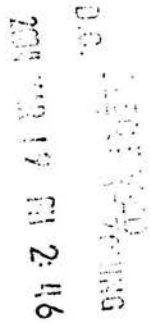
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March 19, 2004



Hand Delivery

Board of Zoning Adjustment
441 4th Street, NW
Suite 210S
Washington, DC

Re: BZA Application No. 17099
Most Worshipful Prince Hall Grand Lodge

Dear Members of the Board:

At the conclusion of the public hearing on the above-referenced application on Tuesday, March 16th, the Board requested that the applicant, in coordination with the Westminster Neighborhood Association, submit a proposed Summary Order approving the application with conditions. To that end, the applicant submits 13 copies of the enclosed proposed Summary Order for the Board's review and consideration. A copy of the proposed Order is also being submitted electronically to the Zoning Office as of the date of this letter.

Thank you for your consideration of these materials. We look forward to the Board's approval of the application at its March 23rd meeting.

Sincerely,

HOLLAND & KNIGHT LLP

Dennis R. Hughes

Enclosure
cc: Lynn Johnson
Philip Spalding, ANC 1B

1796068_v1

BZA
Case No. 17099
Exhibit No. 39

Board of Zoning Adjustment
District of Columbia
CASE NO. 17099
EXHIBIT NO. 39

BZA APPLICATION NO. 17099

Applicant's Proposed Summary Order
Including in [ ] alternative language offered by WNA

Application No. 17099 of The Most Worshipful Prince Hall Grand Lodge, 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 premises 1902-1906 Vermont Avenue, N.W. (Square 333, Lot 827).

HEARING DATE:
DECISION DATE:

SUMMARY ORDER

PRELIMINARY MATTERS:

Self Certification: The zoning relief requested in this case was self-certified, pursuant to 11 DCMR §3113.2.

Notice of Public Hearing: The Board provided proper and timely notice of the public hearing on this application by publication in the D.C. Register, and by mail to Advisory Neighborhood Commission (ANC) 1B and to owners of property within 200 feet of the site.

Advisory Neighborhood Commission 1B: The site of this application is located within the jurisdiction of Advisory Neighborhood Commission ("ANC") 1B, which is automatically a party to this application. ANC 1B submitted a written statement and attended the public hearing in support of this application, requesting the Board to approve the application referencing that certain Development and Interim Usage Agreement ("Agreement"), dated March 10, 2004, entered into among the Applicant, ANC 1B and the Westminster Neighborhood Association (identified below), and included in the record as Exhibit No. __. The Agreement addresses a process and timeline for redevelopment of the subject property, and also establishes specific landscape, security and maintenance requirements for the interim usage of the subject property for accessory parking by the Applicant for a period of 36 months.

Request for Party Status: The Westminster Neighborhood Association ("WNA") requested to participate as a party in this proceeding. The Applicant had no objection to the grant of party status to WNA. WNA was granted party status by the Board. While WNA's original application for party status was filed in opposition to the application, WNA withdrew its opposition and now supports the

application based upon the execution of the Agreement. Consistent with the Agreement, the WNA requests that the Board incorporate ***[WNA suggests "merge"]*** the Agreement into the Board's decision and order.

Report of the Office of Planning: The D.C. Office of Planning ("OP") submitted a written report and testified in support of the application based upon 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.

Report of the Department of Transportation: The D.C. Department of Transportation ("DOT") submitted a written report offering no objection to the application.

Amendment of Application: the Board of Zoning Adjustment, upon request of the parties, amended the application to remove Lots 824 and 825. The Board is advised that the Applicant, ANC 1B and WNA have entered into a certain Planting Installation and Maintenance Agreement ("Planting Agreement"), which provides for the Applicant to install and maintain a landscaping buffer in Lot 825, consistent with the original plans filed in Application No. 17099.

DECISION AND ORDER

As directed by 11 DCMR §3119.2, the Board has required the Applicant to satisfy the burden of proving the elements necessary to establish the case for a special exception pursuant to §§ 3104.1 and 2116.5. No person or entity appeared at the public hearing in opposition to the application or otherwise requested to participate

as a party in opposition to this proceeding. Accordingly, a decision by the Board to grant this application would not be adverse to any party.

Based upon the record before the Board, including the Agreement, which is attached hereto and incorporated by reference ***[WNA suggests adding here "and merged herein"]***, and having given great weight to the ANC's report and the Office of Planning's report, the Board concludes that the Applicant has met the burden of proof, pursuant to 11 DCMR §§ 3104.1 and 2116.5, and that the requested relief can be granted as being in harmony with the general purpose and intent of the Zoning Regulations and Map. The Board also concludes that the specific requirements set forth in 11 DCMR §§ 2116.6 through 2116.9 have been satisfied by the application. Based upon the Agreement, particularly the provisions related to the process and timeline established for development of the subject property, as well as the temporary nature of the use of the property for accessory parking, the Board further concludes that granting the requested relief will not tend to affect adversely the use of neighboring property in accordance with the Zoning Regulations and Map. The Board supports the language and intent of the Agreement as it relates to the development of the subject property and concludes that these provisions will help assure that the use of the subject property will not tend to affect adversely the use of neighboring property in accordance with the Zoning Regulations and Map.

It is therefore **ORDERED** that this application be **GRANTED, subject to the following:**

1. **The conditions listed in the Office of Planning report dated February 23, 2004 and submitted to the Board on March 9, 2004, as modified below to reflect removal of Lots 824 and 825 from application, namely:**

    A. Approval shall be for a period of **Three (3) years.**
    B. The parking area shall be limited to **lot 827** with **20** parking spaces.
    C. The parking lot shall be 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.

2. All those additional conditions in the Development and Interim Usage Agreement, dated March 10, 2004, entered into among the Applicant, ANC 1B and the WNA, including the Use Restriction, Landscaping, Maintenance, and Security and Traffic Control provisions controlling the Interim Use of the Property, which are within the jurisdiction of the Board as established in the Zoning Act and the Zoning Regulations.

[WNA prefers alternate Condition No. 2 enumerating the conditions in Agreement that are within Board's jurisdiction, as follows:

2. The additional conditions under our jurisdiction in the Development and Interim Usage Agreement, dated March 10, 2004, entered into among the Applicant, ANC 1B and the WNA, namely:

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

i. 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;

ii. 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);

iii. 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;

iv. 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.

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

i. 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;

ii. *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;*

iii. *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.*

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

i. *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;*

ii. *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;*

iii. *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;*

iv. *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;*

v. *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.*

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

i. *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;*

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

iii. *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;*

iv. *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;*

v. *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.*]

Pursuant to 11 DCMR §3100.5, the Board has determined to waive the requirement of 11 DCMR §3125.3 that the order of the Board be accompanied by findings of fact and conclusions of law. The waiver will not prejudice the rights of any party and is appropriate in this case.

VOTE: — ( )

BY ORDER OF THE D.C. BOARD OF ZONING ADJUSTMENT

ATTESTED BY: _____
Jerrily R. Kress, FAIA
Director

FINAL DATE OF ORDER: _____

PURSUANT TO 11 DCMR §3125.6, THIS ORDER WILL BECOME FINAL UPON ITS FILING IN THE RECORD AND SERVICE UPON THE PARTIES. UNDER 11 DCMR §3125.9, THIS ORDER WILL BECOME EFFECTIVE TEN DAYS AFTER IT BECOMES FINAL.

PURSUANT TO 11 DCMR §3130, THIS ORDER SHALL NOT BE VALID FOR MORE THAN TWO YEARS AFTER IT BECOMES EFFECTIVE UNLESS, WITHIN SUCH TWO-YEAR PERIOD, THE APPLICANT FILES PLANS FOR THE PROPOSED STRUCTURE WITH THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS FOR PURPOSES OF SECURING A BUILDING PERMIT.

THE APPLICANT SHALL COMPLY FULLY WITH THE PROVISIONS OF THE HUMAN RIGHTS ACT OF 1977, D.C. LAW 2-38, AS AMENDED, CODIFIED AS

D.C. CODE, TITLE 1, CHAPTER 25. *SEE* D.C. CODE §1-2531 (1999). THIS ORDER IS CONDITIONED UPON FULL COMPLIANCE WITH THE HUMAN RIGHTS ACT. THE FAILURE OR REFUSAL OF APPLICANT TO COMPLY SHALL BE A PROPER BASIS FOR THE REVOCATION OF THIS ORDER.

 # 1790935_v3

DEVELOPMENT AND INTERIM USAGE AGREEMENT

THIS DEVELOPMENT AND INTERIM USAGE AGREEMENT ("Agreement") is made as of this 10th 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 arbiter 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.

5. **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."

6. **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.

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

8. **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

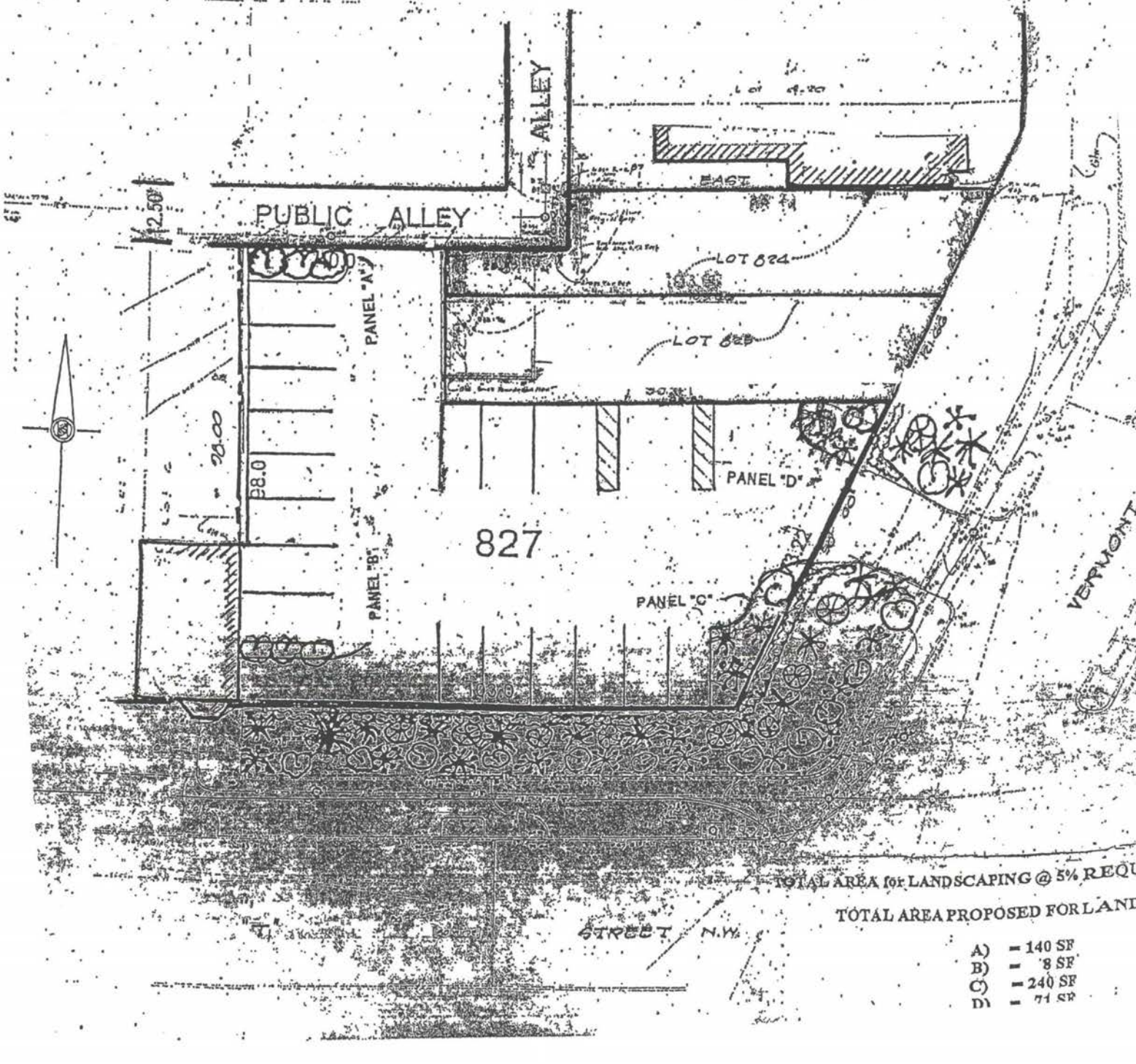
Witness

Lynn H. Johnson, President,
Westminster Neighborhood Association

Witness

1651457_v6

	CONTNR. SIZE	MAX HGT.	PLANT SIZE	COMMON NAME	BOTANICAL NAME
17	2-GAL.	3'-4'	2-1/2'	SEA GREEN JUNIPER	JUNIPER CHIN. SEA GREEN
14	7-GAL.	5'-6'	3'	DEGROOTS SPIRA ARBORVITAE	THUJAOCC. (DEGROOTS SIPRA)
9	1-GAL.	4'-5'	2-1/2'	EUONYMUS JAPONICUS SILVER KING	SILVER KING EUONYMUS
6	1-GAL.	5'-7'	4'	CREPE MYRTLE WHITE ACOMA	LAGSTROMIA-WHITE
8	1-GAL.	5'-7'	4'	CREPE MYRTLE PURPLE SENTINEAL	LASTROMIA-SENTENIAL
6	1-GAL.	5'-7'	4'	CREPE MYRTLE PINK TONTO	LASTROMIA-PINK
128	5-GAL	4'-0"	3'-6'	FRASERS PERTONIA	FRIFERI PERTONIA



TOTAL AREA for LANDSCAPING @ 5% REQU

TOTAL AREA PROPOSED FOR LAND

A) = 140 SF
B) = 8 SF
C) = 240 SF
D) = 71 SF