July 5, 2005
Board of Zoning Adjustment
One Judiciary Square
441 - 4th Street, NW, Suite 210-S
Washington, DC 20001
RE: Case #17342 [Application of Aidan Montessori School]

Dear Members of the Board of Zoning Adjustment:

I understand that you are receiving comments on the application of Aidan Montessori School to limit its maximum enrollment to 180 in accordance with the Agreement it signed with the Woodley Park Community Association and the Advisory Neighborhood Commission (ANC3C) June 16, 1995. Under that agreement Aidan Montessori School was to have come before this Board within 36 months,

As a 30+ year resident of Woodley Park, living within one block of the school (and originally a supporter of the school's presence in our neighborhood), I am relieved that Aidan is fulfilling its agreed obligation, albeit seven years past the agreed deadline.

Aidan Montessori School came to Woodley Park in 1995 after its efforts to increase enrollment in another NW Washington residential neighborhood ended with a Board of Zoning Appeals ruling that the school's expanded operations there would have negative impacts—from noise and traffic, among other problems--on residential uses. Our own experiences with traffic problems (which the school has attempted--but failed--to limit or control) on our quiet, narrow neighborhood side street has confirmed the concerns that earlier BZA decision addressed.

When Aidan Montessori School sought to move into our neighborhood, we already were home to two well established and highly regarded schools—one public, the other independent--for children from kindergarten through grade school: Oyster Elementary and the Maret School. We did not seek an additional school; we sought a good neighbor for Woodley Park.

We are a very vulnerable close-in residential neighborhood, stressed to the limit by city and commuter traffic, as well as competition for parking generated by two large neighborhood hotels and their convention/special functions. Our present system of one-way streets (including 27th Street, NW, where Aidan Montessori School is located) is a testament to our long-term, sometimes successful efforts to protect our residential side streets from further negative impacts of traffic and noise.

To that end—and undoubtedly aware of issues raised and conflicts caused by Aidan Montessori School's failed attempt to expand in another residential neighborhood—our Community Association and ANC3C addressed community needs by setting a limit of 180 students on Aidan Montessori's enrollment as a condition of its presence in Woodley Park.

Now that Aidan Montessori School is, at last, appearing before this Board, I urge the Board of Zoning Adjustments to grant a variance to Aidan Montessori School that will limit its enrollment to 180 students. In its 1995 contract with our neighborhood, Aidan Montessori School further agreed that:

> The covenants and restrictions contained herein shall be construed as real covenants and shall run with the land and shall bind the parties hereto, their successors, heirs, executors, administrators and assigns. [AGREEMENT, Sec. 11]

Your consideration of this case and your confirmation of the 10-year old agreement that allowed Aidan Montessori School to become a part of our residential neighborhood will confirm the basis of a viable neighborhood relationship of benefit to us all.

Sincerely,

Nancy Simpson

Nancy Simpson
2800 Woodley Road, NW
Washington, DC 20008

* COPY ATTACHED

Board of Zoning Adjustment
District of Columbia
CASE NO. 17342
EXHIBIT NO. 28

BZA
Case No. 17342
Exhibit No. 28

Bruce Treuer
2709 Woodley
Agreement

AGREEMENT

THIS AGREEMENT is made as of this 16th day of June, 1995, by and between AIDAN MONTESSORI SCHOOL, ("AIDAN"), owner of Lots 76-81 in Square 2109 (the "Subject Property"), ADVISORY NEIGHBORHOOD COMMISSION 3-C ("ANC 3-C") and WOODLEY PARK COMMUNITY ASSOCIATION ("WOODLEY PARK"), which Agreement shall run with the land, as provided by law, and shall be binding on all parties and persons claiming under it, and for the benefit and limitations upon all future owners of the Subject Property as described below and shall be for the benefit of ANC 3-C, including the individual commissioners, and their successors, and members of WOODLEY PARK acting on behalf of or to vindicate the rights of the ANC and Woodley Park.

RECITALS

WHEREAS, AIDAN is the fee simple owner of the Subject Property and improvements thereon in the District of Columbia known as Lots 76-81 in Square 2109, recorded in Book 43, Page 180, in the Office of the Surveyor of the District of Columbia, premise address 2709 27th Street, N.W.; and

WHEREAS, the Subject Property is located within the boundaries of ANC 3-C, such ANCs being organized pursuant to the Advisory Neighborhood Commission Law, D.C. Code § 1-251, et seq., and within the boundaries of WOODLEY PARK; and

WHEREAS, in BZA Order No. 7184, the Board of Zoning Adjustment ("BZA") approved the construction of a school on the Subject Property, with the condition that the number of students be limited to a maximum of 240; and

WHEREAS, the Archdiocese of Washington was issued a certificate of occupancy to use the Subject Property as a school (and convent); and

WHEREAS, by letter dated December 20, 1994, the Acting Zoning Administrator confirmed that AIDAN could use the Subject Property as a school consistent with BZA Order No. 7184; and

WHEREAS, AIDAN is seeking a certificate of occupancy to use the subject property as a school; and

WHEREAS, ANC 3-C and WOODLEY PARK support AIDAN's desire to locate a school at the Subject Property, with certain limitations on the number of students and certain other limitations; and

WHEREAS, in consideration of the concerns of ANC 3-C and WOODLEY PARK, AIDAN is willing to limit the number of students at the proposed school and to take other measures to minimize any potential adverse impacts upon the neighborhood; and

WHEREAS, ANC 3-C and WOODLEY PARK support AIDAN'S use of the Subject Property as a school and will take all such actions as necessary to support AIDAN.

DECLARATIONS

NOW, THEREFORE, in consideration of the above recitals, and for purposes of resolving the concerns of ANC 3-C and WOODLEY PARK, AIDAN declares that the property shall be held, transferred, sold, conveyed and/or occupied subject to the following provisions and restrictions:

1. That the ANC and WOODLEY PARK agree to support and assist AIDAN in obtaining a certificate of occupancy as a school for toddler through 6th grade for the Subject Property.

2. That AIDAN shall limit the number of students attending the school on a daily basis to approximately 150 students for the 1995-1996 academic year.

3. That the total enrollment in the school shall be limited to 180 students.

4. That uses of the Subject Property shall be limited to AIDAN-sponsored school programs and related necessary functions.

5. That AIDAN agrees to appoint a community liaison to serve as the designated contact with the ANC and WOODLEY PARK.

6. That AIDAN agrees to ANC 3-C's request to apply to

the BZA to modify the existing BZA approval to limit the maximum enrollment of the school to 180 students. AIDAN is to apply to the BZA within thirty-six (36) months of obtaining the certificate of occupancy to use the Subject Property as a school.

7. That ANC and WOODLEY PARK agree to support AIDAN'S request to modify the BZA Order.

8. That, if the BZA approves the modification to limit the maximum enrollment to 180 students, AIDAN agrees to apply for a certificate of occupancy consistent with the BZA modification.

9. That in the event that the BZA determines not to approve the modification to limit the number of students enrolled to 180, the conditions of this Agreement shall remain valid.

10. That the individual ANC commissioners and their successors, on behalf of or to vindicate the rights of the ANC, and members of WOODLEY PARK, may enforce this Agreement in a court of law.

11. The covenants and restrictions contained herein shall be construed as real covenants and shall run with the land and shall bind the parties hereto, their successors, heirs, executors, administrators and assigns.

[Signature Pages to Follow]

TOTAL P.01

IN WITNESS WHEREOF, AIDAN MONTESSORI SCHOOL, a District of Columbia corporation, has caused this Agreement to be signed by Victoria Otten, its President, Bd. of Dir., and acknowledges and delivers these presents as its act and deed.

AIDAN MONTESSORI SCHOOL

WITNESS:

By: Victoria Otten
Print name: Victoria Otten
Title: Board of Trustees President

DISTRICT OF COLUMBIA, ss:

I, John M. Tweedie, a Notary Public in and for the District of Columbia, do hereby certify that Victoria Otten, Board of Directors President of the AIDAN MONTESSORI SCHOOL, a party to the foregoing Agreement bearing the date of the 16th day of June, 1995, personally appeared before me in said District and being personally well known to me as the Board of Directors President of AIDAN MONTESSORI SCHOOL, acknowledged said Agreement to be the act and deed of said AIDAN MONTESSORI SCHOOL and delivered the same as such.

GIVEN under my hand and seal this 17th day of July, 1996.

Notary Public, D.C.

My commission expires: [illegible]