

ANC 3F RESOLUTION
REVOCATION OF KURI BROTHERS CERTIFICATE OF OCCUPANCY
APPEAL TO THE BZA
CASE NO. 17444

RECEIVED

D.C. OFFICE OF ZONING

Advisory Neighborhood Commission 3F
North Cleveland Park, Forest Hills, and Tenleytown
4401-A Connecticut Avenue, N.W., PMB 244
Washington, D.C. 20008-2322

2006 SEP 26 PM 2:49

WHEREAS, ANC 3F received notice from the Board of Zoning Adjustment that Kuri Brothers, Inc. has filed an appeal contesting the final determination of the District of Columbia Department of Consumer and Regulatory Affairs revocation of Petitioner's Certificate of Occupancy (No. 33914), for an Automobile Service Center at 4225 Connecticut Avenue, N.W., and contesting the determination of the District of Columbia Department of Consumer and Regulatory Affairs to revoke Certificate of Occupancy (No. 3351) for an Automobile Service Center, at 4221 Connecticut Avenue, N.W., both dated August 4, 2005.

WHEREAS, the BZA held a hearing on April 25, 2006, and denied the appeal of Kuri Brothers for the automobile service center at 4221 Connecticut Avenue, N.W., and ordered a separate hearing for the revocation of the permit for an Automobile Service Center at 4225 Connecticut Avenue, N.W.; and

WHEREAS, the premises 4225 Connecticut Avenue, N.W. (Square 2051, Lot 7) is within ANC 3F in Single Member District 3F02, and

WHEREAS, Kuri Brothers, in 2000, applied for and received a Certificate of Occupancy for a Motor Vehicle Fueling Station at 4225 Connecticut Avenue; and,

WHEREAS, in 2002, Kuri Brothers, knowing that the Certificates of Occupancy for an automobile service center at 4221 Connecticut Avenue, had been denied after being the subject of numerous hearings before DCRA adjudicating law judges and several BZA cases, decided to split the Motor Vehicle Fueling Station and create a separate business for an automobile service center at 4225 Connecticut Avenue; and

WHEREAS, on May 14, 2002, Kuri Brothers, Inc., applied for a Certificate of Occupancy for an automotive service center at 4225 Connecticut Avenue, indicating a change of ownership, even though no such business existed at this site previously and this new business was the office of the gas station for the service bays located at 4221 Connecticut Avenue; and

WHEREAS, Kuri Brothers, Incorporated, Koo Yuen, and Van Ness Auto Care have repeatedly been cited and have known since 1990 that operating a repair garage in a C-3-A Zone is a violation of the zoning as stated in an Order for 4221 Connecticut Avenue, dated December 27, 1999, wherein ALJ Lennox Simon found that the Property was being occupied illegally this time by the Subtenant, Kuri Brothers. Specifically, the order held that Kuri Brothers had an invalid Certificate of Occupancy for an "Automobile Service Center", a term that is not a defined or recognized under the D.C. Zoning Regulations and that the term denotes the same type of activity which is prohibited in a C-3-A zoned area, repair garage, and which is not permitted under the D.C. Zoning Regulation, 11 DCMR 741, without a valid certificate of occupancy. As background, the ALJ cited that in 1998, the lessor, Mr. Yuen/Van Ness, Inc., after the BZA ruled against him in 1998, filed a new application for a C of O and indicated that the new operation would be an Automobile Service Center, even though no such entity in zoning existed. Kuri Brothers, Inc. (sub-lessor) elected to "piggyback" upon this concept; and

BOARD OF ZONING ADJUSTMENT
District of Columbia

CASE NO. 17444

EXHIBIT NO. 32

Board of Zoning Adjustment
District of Columbia
CASE NO. 17444
EXHIBIT NO. 32

WHEREAS, ALJ Lennox Simon, in his Order, dated December 27, 1999, regarding 4221 Connecticut Avenue, which is also true for 4225 Connecticut Avenue, stated;

1. "The purpose of the D.C. zoning regulations is to insure the protection of the health, welfare and safety of the public by bringing order to the location of businesses and residential dwellings. In this matter, 'Repair Garages/Automobile Service Center' produce exhaust fumes, noise, and pollution. This is the reason such entities are located in industrial zones. Repair Garages/Automobile Service Centers are interchangeable terms and mean the same thing. Therefore, they should be treated as the same entity."
2. "The ALJ concludes that the subject building is zoned C-3-A, which permits specific service, retail, and residential uses as a matter of right. Under the D.C. Zoning Regulations, a repair garage is not a permitted use in a C-3-A zone area. Repair garage is defined in the Zoning Regulations as a building or other structure, or part of a building or structure, with facilities for the repair of motor vehicles, including body and fender repair, painting, rebuilding, reconditioning, upholstering, equipping, or other motor vehicle maintenance or repair activities."
3. "Pursuant to 11 D.C.M.R. §199, pp.1-17 (July 1995)(Definitions), a repair garage is only permitted as a matter of right in the C-M, Industrial District, and is subject to the standard of external effects, including noise, emissions of fumes, vibrations, and other external effects."

WHEREAS, ANC 3F, does not support the applicant's claim of laches and estoppel;

THEREFORE, BE IT RESOLVED, that ANC 3F, requests the Board of Zoning Adjustment, uphold the decision of the Zoning Administrator to vacate Certificate of Occupancy No. 33914 for an Automobile Service Center at 4225 Connecticut Avenue, N.W., at 4221 Connecticut Avenue, N.W., and

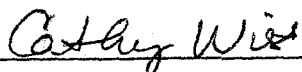
BE IT FURTHER RESOLVED, that ANC 3F does not object to a Motor Vehicle Fueling Station at 4225 Connecticut Avenue, with the two existing service bays, for minor repairs incidental to a gas station; and

BE IT FURTHER RESOLVED, that ANC 3F respectfully requests that the Office of the Attorney General, investigate and determine how and why DCRA has repeatedly erred in issuing Certificates of Occupancy for an Automobile Service Center, a term not defined or recognized under the D.C. Zoning Regulations, and which denotes the same type of activity prohibited in a C-3-A zoned area, and further requests that the Office of the Attorney General immediately begin proceedings to close this illegal operation.

BE IT FURTHER RESOLVED, that ANC 3F, send a copy of this resolution and supporting documentation to the Office of Council member Kathy Patterson, with a request that it be forwarded to the Committee on the Department of Consumer and Regulatory Affairs under the oversight of Council member Jim Graham for further investigation.

BE IT FURTHER RESOLVED THAT ANC 3F will exercise its right to party status in this case and that Karen Perry have been designated as ANC 3F's representative before the Board of Zoning Adjustment.

Adopted September 18, 2006, by a vote of 4-0-1 at a duly noticed public hearing with a quorum present (4 being a quorum)



Cathy Wiss, Chair

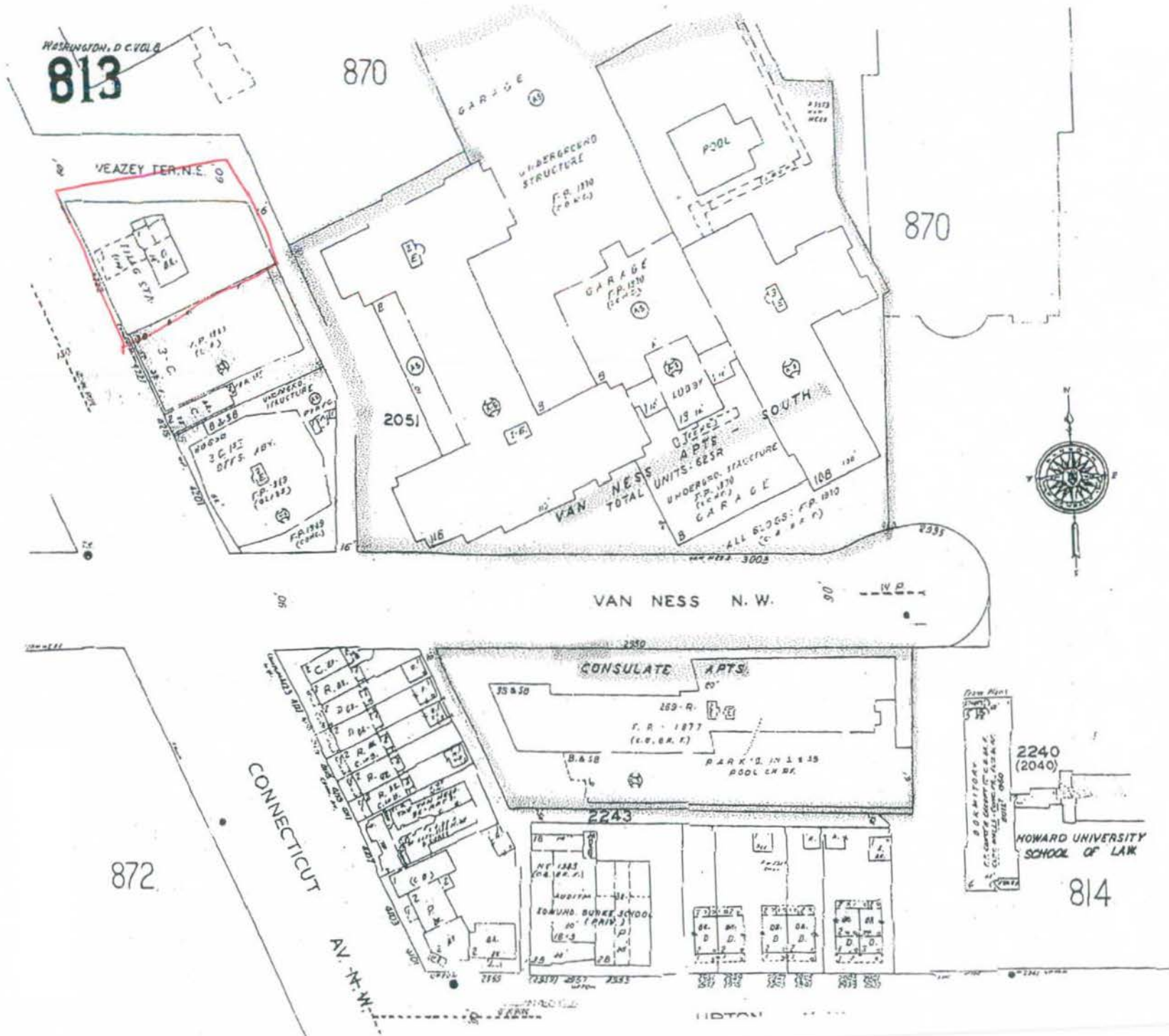


Dan Klibanoff, Secretary

PLAN 28



Sanborn



City Paper
March 10, 1995

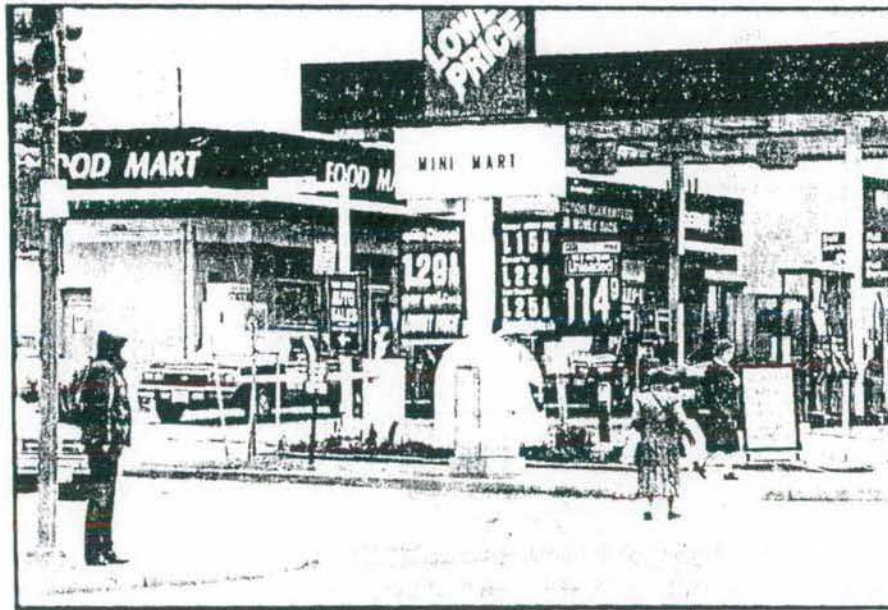
VAN MESS

manner of machine and material was examined, tested, certified. As the nation's physics lab, the bureau developed a reputation among the city's newshawks as a place of easy pickings for feature fodder—the biggest anchor chain, the platinum yardstick, the latest wind tunnel, the quietest soundproof room. The campus, with its heavy tree cover and clumps of neo-academic buildings, looked like a cross between the University of Virginia and a steel mill, and often raised a racket.

"When they tested airplane engines, the noise would rev up like a drag race," says Adlunia Hagner, who has lived all her 78 years on land held by her family since her namesake was Mr. Jefferson's pen pal. "My grandmother was friendly with the man who ran the place, and when it reached a certain point she would telephone him and say, 'That's enough!'"

Mrs. Hagner, a great-granddaughter of the Dents', attended National Cathedral School and Miss Ethel Walker's School in Simsbury, Conn. She and her first husband, Christopher Sargent, had three sons and a daughter before Sargent died suddenly in 1946; photos show a handsome man, forever boyish. In 1950, his widow made a match with Randall Hagner Jr. of the D.C. real estate clan. He had two daughters from a previous marriage. The families knitted together.

became a widow again, and though she can hardly be said to live in the past, she is



Koo Yuen added services and amenities until his Texaco station resembled a House appropriations bill: something for everybody.

Thomas Jefferson and Thomas Jefferson writes back.

But the escalator runs both ways. A straight historical line connects Adlum's grapevines, the standards bureau, and subsequent large-scale development. By holding

opened land for so long, John Adlum and his

development to and beyond Soapstone Valley, the old mill road attracted ever more traffic.

Meanwhile, standards bureau managers intent on security and easy parking sought to close the campus. But the bureau's grip on the land was not assured; for a time, there was even

In 1940, NBS Director Lyman Briggs posted guards at the Van Ness entrances to the campus. After Pearl Harbor, he barred civilian traffic, prompting the *Washington Star* to rail against martial law and Secretary of War Henry Stimson to declare that Briggs had acted with presidential authority. Van Ness remained off-limits until well after V-J Day—perhaps justifiably, since in 1944 exploding aviation fuel blew a young, newly wed employee named Lorene Chandler out a window, killing her. The barricades finally fell in January 1946, though as soon as Korea flamed in 1950, the bureau was trying again to close Van Ness, this time permanently. That proposal withered with peace at Panmunjom.

Van Ness was a font of irritation, but the avenue—oh, the avenue was in its glory. Young women flocked to Dumbarton College, the Roman Catholic school on Upton Street. Sofas and love seats danced out of the Colony House furniture store. Franklin Simon moved dresses and coats by the rack. Amoco, Gulf, Shell, and Texaco stations pumped gas and changed oil and sold tires. The Hot Shoppes was bopping. Across the street, WMAL's radio and TV staffs occupied a snappy structure the color of freshly grated parmesan cheese; every night, from antennas high atop Soapstone Valley, the dulcet tones of DJs like Felix Grant wafted across the airwaves between jazz sides.

Streetcars and buses brought uptown to downtown in minutes and vice versa, and amid the postwar boom apartment house upon apartment house marched toward the city. In 1940, the city owned 18 acres occupied by a Safeway

JOHN H. HARRIS, JR. FOR THE EDITOR. HARRIS, JR. started in law but found building easier and more profitable. In 1963, he and the Polingers inked a joint venture in which Silverman would construct and the Polingers would manage five buildings—three residential, two commercial. A small apartment house on Connecticut already called itself "The Van Ness"; they named their project's first stage Van Ness East.

The car dealer went away. The Safeway moved across Connecticut. The bulldozers sang their diesel song. Van Ness East opened in 1965, with efficiencies renting from \$119 a month, one-bedrooms from \$139, 2BRs from \$247, 3BRs from \$383. Eventually all five buildings went up, incorporating 1,625 apartments, 230,000-plus square feet of office and retail, even a tiny Giant. Today, shopping there is like buying groceries in Luray Caverns—you negotiate a claustrophobic entry, round several blind corners, and suddenly you're in the Cave of Plenty.

As the avenue waxed, the Bureau of Standards waned—buildings acrumble, its activities increasingly unsuitable to the setting. In 1961, work began on a new campus in Gaithersburg; when that opened in 1965, Adlum's farmland again lay fallow. In 1968, the Washington Technical Institute, one of UDC's forebears, leased several vacant NBS buildings. The State Department studied the tract as a possible site on which to build embassies.

The neighborhood grew busier still. In 1970, the average weekday saw 37,500 vehicles traveling Connecticut; to cope, a more

the intersection with Van Ness. The goal was smoother traffic flow. To many drivers, it was just another red light.

Other changes were rung. At Dumbarton College, sagging enrollment forced a sale of the 22-acre site. Howard University bought the campus, moving its law school and other activities there in 1974. A few Catholic touches remain: an empty grotto where a statue of the Virgin once stood, buildings with names like "Notre Dame." Later, after decades of scientific research in an Italianate edifice next door, the Carnegie Institution moved out, leaving its red-tiled roof and smokestack to molder.

The '70s were rife with socioeconomic squeezes. Following the first OPEC oil embargo, the city's gas stations began to disappear. Pre-1973, the city had some 400 stations; today, the total is slightly more than 100. At Van Ness and Connecticut, the sole survivor was Vernon Winn's 1927-vintage Texaco. As at other oil-company-owned stations, Winn's overhead had been rock-bottom because the landlord gauged not footage leased but gallons pumped. After OPEC started jacking prices, however, reality set in and the rent rocketed. Feeling the crunch, Winn retired in 1976. He sold the station to Koo Yuen, starting a rumbustious new era for the 4200 block of Connecticut Avenue.

Yuen, a native of China's Guangdong Province, had come to D.C. in 1964 at age 11 to live with relatives. Delivering papers and working in gas stations while studying at McKinley High, he graduated in 1971 and briefly attended D.C. Teachers College before dropping out to make his way in a world where \$5,000 could buy a service station. Yuen did just that, purchasing a shuttered Exxon station at 9th and L Streets NW.

Once his new business was in gear, Yuen began looking for a second station. He found Winn's. Yuen fought uptown rents with entrepreneurialism. "We were always true believers in volume sales," he says. "Gasoline is a commodity; people are going to buy where the price is lowest. We also were seeking the loyalty and trust of our customers, because this is a stable neighborhood. We wanted them to know we would not screw them."

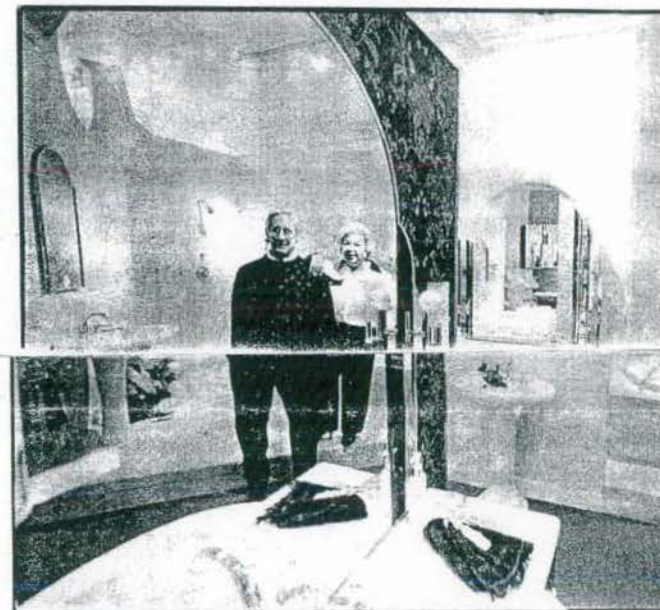
Yuen added services and amenities until the station resembled a House appropriations bill: something for everybody. One day

a crowd, fresh-faced young get free washes, free check-cashing, free coffee, discounts on fuel and service. The vision took form in 1989, and was an instant success. At \$59 a year, membership soon hit 2,700—and some neighbors hit the ceiling.

Too many cars, they said. Too much noise. Voices were raised, letters mailed, officialdom hectored. Koo Yuen's dream turned nightmare. "The city used its strong arm to twist my arm," Yuen says. "They wanted to show a few elderly ladies that they know how to get things happening."

A man's grasp should exceed his reach, but a man is also wise to know when he is about to have his shoulder separated. Yuen

125,000 cubic yards of rock. In its ineluctable way, Metro altered the neighborhood pH. The Hot Shoppes closed; so did Franklin Simon. The station opened Dec. 5, 1981; system officials now count 6,422 Metro users on the average weekday. (If the trip in and out of the east side seems to feature lots of footwork, it's because the escalators punk out about twice a month. That performance should have improved after the "up" stairs were rebuilt in November and December 1994. However, on Feb. 4, hoodlums threw a bus-shelter glass panel down the moving stairs, bollixing them until Feb. 8. The next day, an electrical failure struck the "down" escalator; rewiring required four more days.)



JOE WHELAN'S FATHER INVITED HIM TO JOIN THE FAMILY BUSINESS. REMEMBERS WHELAN, "THE OLD MAN CAME TO ME AND, IN THE TRUE STYLE OF THE PLUMBER, TOLD ME, 'SON, IT'S TIME FOR YOU TO SHIT OR GET OFF THE POT.'"

shut down the wash in 1993. "I feel bad about the way things went," he says. "I had to let my customers down."

Club ranks dwindled, but Yuen persisted until April 1994, when he split up the business, leasing the service station to Chris and John Kuri and the gas operation—to no longer Texaco, although the logo is Texaco—Brehanu Tereffe. Both businesses honor club cards, and the station remains a model of main-chance capitalism. As for Yuen, he is busy with a station on Rhode Island Avenue NW and mindful of his education at Connecticut and Van Ness. "One or two individuals happened to want to teach me something," he says. "They said, 'Mr. Yuen, since you will not cooperate with us, you are a knucklehead.' They want to live in a perfect world."

As Yuen was beginning his tenure, the subway was burrowing northward. In 1976, work began on the Van Ness sta-

There were other new arrivals. The University of the District of Columbia (UDC), a concatenation of WTL, D.C. Teachers College, and Federal City College, was forged in the bicentennial year. The bunkerlike architecture of UDC's main campus was erected between 1976 and 1980 at Connecticut and Van Ness, on the north side of the old standards bureau property.

In the years since, the university has drawn fierce criticism both for its function and quality. Enrollment now stands at 10,599, mostly at the Van Ness site. Besides the concrete extravaganza, the layout includes rented space at the Van Ness Station building next door and a UDC-owned office complex built by the National Bank of Washington on the old Hot Shoppes site. Overwhelmingly African-American, the staff and students add a significant degree of color to the otherwise pale neighborhood. More than a few among the embattled university's supporters see in calls to reform or shut UDC a subplot of The Plan, that storied caucasoidal cabal intent on wresting the city and its prime real estate from black control.

Whatever its fate as an institution, UDC is a visual piece of grit in the eye, with scant relief anywhere in sight. Van Ness Station looks like a stale napoleon; Van Ness Center summons memories of the failed cult of modernism. And on the south side of Van Ness stands the Embassy of the Federated Republic of Mars—in reality, the headquarters of International Telecommunications Satellite Organization. Open since 1985, the 600,000-square-foot INTELSAT building has won awards for design and energy efficiency, but I say it's Klingon and I say the

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Washington Post District Weekly
May 28, 1992

Van Ness Texaco Draws Ire

Neighbors Protest Station's Bustle

By Shaun Sutner
Washington Post Staff Writer

The entrepreneurial success story of an unconventional Texaco station on upper Connecticut Avenue NW has exploded into a war of words and signs and complaints to the city over just how aggressive a merchant can be in a neighborhood that prefers its businesses as quiet and genteel as it is.

The Texaco station across from the Van Ness Metro Station on Connecticut Avenue at Veazey Terrace NW has been there for more than 50 years. But under the spirited ownership of a Hong-Kong native named Koo Yuen, it has turned into a bustling 24-hour, one-stop service center, at once a gas station, car wash, repair garage, used-car outlet and convenience-store with several pay phones.

A savvy businessman at a busy commercial crossroads, Yuen, 39, also has high visibility marketing and deep discounts down to a science.

A riot of brash red, black and white signs, banners and placards clutter his premises, advertising \$3 car washes, videotape specials, ice, oil recycling, emission checks, engine tuneups, Coca-Cola and parking rates.

Spotlights on a strip of manicured lawn out front illuminate four American flags. Taped public address announcements urge drivers through electric exit gates and hawk special discounts.

Inside, customers can buy everything from bananas and tacos to motor oil and special debit cards that entitle them to even lower prices with high-volume gas purchases.

The latest gimmick was the used car lot that opened a few months ago behind the station.

It also was the last straw for some civic leaders and neighbors in

See TEXACO, Page 7, Col. 1

Van Ness Texaco Draws Neighbors' Ire

TEXACO, From Page 1

high-rise apartments beside the station who have nervously watched the exuberant business as it periodically spilled out onto the sidewalk, caused backups at the intersection or woke them up with its ringing burglar alarm at night.

"My constituents do not want to see his business or put him out of business," said ANC commissioner Larson, who represents the apartment complex. "But the neighborhood sees [the station] as a harbinger of the quiet enjoyment of neighborhood."

A picnic bench Yuen set up on the sidewalk for customers to eat what they bought at his store was the sore point, installed on public space without a permit and blocking station entrance.

After a year of complaints and warnings from the city, Yuen received it last month.

The next issue was the pay phones, which apartment dwellers say caused traffic backups and attracted users they sized up as drug dealers.

Next was a vacuum machine and air pump Yuen installed, again, on the sidewalk without a permit. Then, an underground car repair operation for 15 vehicles next door. Started without the proper certificate of occupancy, the garage was slapped with two \$500 fines, D.C. zoning officials say. Yuen has appealed them both.

But the public address system was too loud, and the used cars, legal under current zoning, are unsightly, the neighbors complain.

"There are some people who simply believe everything should always stay as it was . . . at a time when the neighborhood itself has changed in ways they may not like," wrote Mark A. Bruzonsky, a nearby resident, in a recent letter to Yuen.

"I really have been crucified and

gang-raped by this bunch," said Yuen, who has plastered his station with notes asking customers to call the ANC chairman at his home number.

Early this week Yuen filed a \$2 million civil rights discrimination suit against an apartment resident, claiming that the resident reported false accusations to Texaco about Yuen's business.

"I wonder if someone was in the same situation and they are not Ori-

ental, would they get the same treatment? I don't think so," Yuen said.

ANC chairman Charles Braun, who says he filed a complaint with the police after he received some anonymous threatening phone calls related to the station, denies any racism.

"There's no basis for it. He's being singled out, but not because of race," Braun said. "There is a clash between that individual and the neighborhood, but I think it's a personality thing."

In recent weeks, Yuen has grudgingly complied with some of the neighbors' demands. He's taken away the park bench, cut back the volume and hours of his public-address system, asked the telephone company to remove the phones and pledged to move his air pump and vacuum.

The car lot—which he says is fully licensed—will stay, he said.

Loyal customers in the neighborhood have spoken out in Yuen's de-

fense at community meetings written him supportive letters.

"The business is very well very convenient, and they keep nice and clean," said nearby business owner Neal Krucoff.

Said Max Paglin, a longtime resident of the apartments next door, "I think there's a little bit of harassment. He went a little too far, overall it's a benefit to the community and it's a good place."



BY BILL DREAG—THE WASHINGTON POST

Van Ness Texaco, at 4225 Connecticut Ave., has been the target of complaints about noise emissions.

[Go to Main District of
Columbia Page](#)

Forest Hills: Unabashedly Exclusive

By Cindy Loose
Washington Post Staff Writer
January 23, 1993

The view from many residences in the neighborhood is of rolling hills and stately trees. Most people say they can't remember the last time a violent crime occurred here. The major political battle is over the local Texaco service station, the expansion of which has brought more traffic to a cul-de-sac.

Parents of children in the neighborhood elementary school, meanwhile, already are gearing up for the annual fund-raising auction, scheduled for April 24. The garden club is reviewing spring planting details and a door-to-door solicitation for money to buy playground equipment is underway.

This is not a bucolic suburb in the outer reaches of the metropolitan area, but a District neighborhood that is a seven-minute subway ride from the heart of downtown. Forest Hills, bisected by Connecticut Avenue and located about a mile north of the National Zoo, also offers within walking distance restaurants, theaters and a variety of the services desired in an urban area.

It offers the best of city and suburb, said Marlene Berlin, who moved to 30th Street NW from Dupont Circle several years ago.

"I no longer have to schedule play dates and drive half an hour to pick up my children," Berlin said. Instead, "my kids go out the door for informal playing, running from house to house, eating dinner at our home one night and somewhere else another."

Yet to get that neighborhood feeling for her children, Berlin did not have to give up her own desire to "be in the middle of things, to have the convenience and stimulation of being able to walk to almost

everything."

Amy Goldson, a lawyer who lives two blocks south of Berlin, also values the neighborhood's central location.

"I can get anywhere I want to be in 15 minutes," Goldson said. "My office is in my home, and Howard Law School's library is practically in my back yard. ... I could probably pay the same amount of money in, say, Potomac and get a lot more land and room. But I love it here and am willing to make that sacrifice to live in the city."

Forest Hills is unabashedly and exclusively middle and upper class. Yet there is diversity of a sort, with the area offering a mix of residential and commercial use, with row houses near estates, bungalows in view of massive embassies, condominiums abutting virtual mansions. A short walk along Upton Street, near the neighborhood's southern border with Cleveland Park, is typical of the contrasts.

Upton Street begins at Connecticut Avenue, just across the way from the Intelsat complex—a huge, futuristic-looking glass building that covers an entire city block. Intelsat is an international cooperative that owns and operates a global satellite system.

The first block of homes on Upton Street are older town houses. Then come two-story brick duplexes in the style of hundreds of others built in the metropolitan area after World War II.

Suddenly one comes upon a series of stately older homes that boast gorgeous views of a leg of Rock Creek Park and such features as outdoor sculptures—the brass and twisted steel kind, never of the pink flamingo ilk.

The street ends at Linnean Avenue, where Hillwood Museum, the former estate of Marjorie Merriwether Post, welcomes visitors seven days a week. To the left is Lenore Lane, which is a virtual catalogue of House Beautiful architectural styles of the 1980s.

Every home on the block is thought to be worth more than \$1 million, but how much more is unknown because the homes, all occupied by original owners, have not been on the open market. Shari Barton, a

real estate agent with Prudential Preferred Properties, said the best of the homes on Lenore Lane would probably cost more than \$2 million if someone decided to sell.

The mix occasionally causes some tension. For example, in the mid-1970s, when the Hungarian Embassy was built close to one of the old homes near Rock Creek Park, the home's longtime resident made his discomfort known by prominently flying a giant American flag and by erecting a public address system that blasted out tunes by John Philip Sousa.

Another battle is raging over a Texaco service station just two blocks north of Upton on Connecticut Avenue where Koo Yuen, a recent immigrant from Hong Kong, has expanded what had been a small gasoline station. The new owner has maximized every inch of the lot to include a repair shop, a trailer from which used cars are sold, a mini-mart, a fax machine service, a carwash, a miniature bakery with fresh goods delivered daily, fresh fruit, Jamaican beef patties and—most recently—hot pizza by the slice. A picnic table for alfresco dining was removed as a concession to complaining neighbors.

Although no one seems poor in Forest Hills, the range of incomes is broad. One-bedroom apartments can occasionally be rented for as little as \$500 a month. One-bedroom condominium units in the less prestigious buildings begin at about \$60,000. Units in older buildings with grand architectural styles cost at least \$150,000, Barton said.

One-bedroom apartments in one of the largest buildings, Van Ness North on Veazey Terrace, generally sell for about \$110,000, while a five-bedroom apartment in the cooperative recently sold for \$550,000. Houses now on the market range from \$325,000 to \$2.2 million.

The area is predominately white, with black residents making up less than 10 percent of the population.

The daytime population mix is significantly different, as the percentage of minorities swells with workers and students at Howard University Law School and the University of the District of Columbia.

But several blacks who live in the neighborhood are

well known. They include Robert L. Johnson, head of Black Entertainment Television, who bought a large home on Broad Branch Road. Syndicated columnist Carl Rowan Sr. lives on Fessenden Street, where he made news in 1988 by shooting a teenager who was taking an unauthorized late-night dip in his backyard pool. Rowan's son, Carl Rowan Jr., lived in Van Ness North before buying a home in Forest Hills. Samuel Pierce, Former secretary of Housing and Urban Development, also lives in Van Ness North.

Other black residents include Goldson and her husband, Al Goldson. A Howard University Medical School professor, Al Goldson has had his own brush with fame as inventor of the "baby bonder." His wife calls the invention a "jealous father's answer to breast-feeding."

The invention is a fleece and terry cloth bib-like device into which the user can insert a bottle and feed a baby. The Goldsons sell the baby bonder by mail order from their home on 28th Street.

Pat Belcher, treasurer of the Forest Hills Citizens Association and a prominent community organizer, said the community has "less cachet" than Cleveland Park. Yet at the same time, the average house in the neighborhood is assessed much higher than in Cleveland Park—about \$406,000 compared with more than \$674,000.

That figure is fourth highest of any District neighborhood, after Massachusetts Avenue Heights, Kalorama and Spring Valley.

The neighborhood is not the type for talking over the back fence or visiting on the front stoop. Belcher is only half joking when he calls his own association "moribund." Barton, a former president of the group, calls it "sleepy."

But both agree that the community rises to the occasion when necessary, and they add that much of the neighborhood spirit and togetherness is found in smaller units—block parties, for example, are not uncommon. Little League games bring people together, as do the former "Victory Garden" plots still farmed off Tilden Street.

Murch Elementary, considered one of the District's

best public schools, boasts a high volunteer rate and has, according to Berlin, "a warmth and community feeling." The parent organization is now raising funds for the school playground. Most of the \$35,000 already raised has been collected from door-to-door solicitations.

But one of the neighborhood's proudest achievements is what Belcher calls "the miracle on 32nd Street." It is a city park turned by local activists into one of the District's best playgrounds and ball fields.

When Berlin moved into the neighborhood several years ago, she was disappointed in the playground with its rotted equipment. She began organizing, and she and other parents eventually raised \$40,000, most of through door-to-door canvassing. Parents also helped plan the playground and assembled equipment made to their specifications.

"You should have seen those mommies put down their briefcases and pick up power tools," Belcher said. With a touch of pride, he added, "When something needs to be done the group pulls together."

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21
SERVICE
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Tel. (202) 966-5955



Front of 4225 Connecticut
Avenue showing office and
Van Ness South



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FOREIGN**

RESERVED
FOR
VAN NESS
AUTO
CARE

DSCN0304.JPG



DSCN0303.JPG



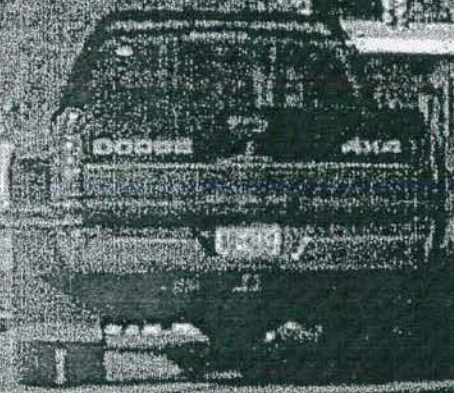


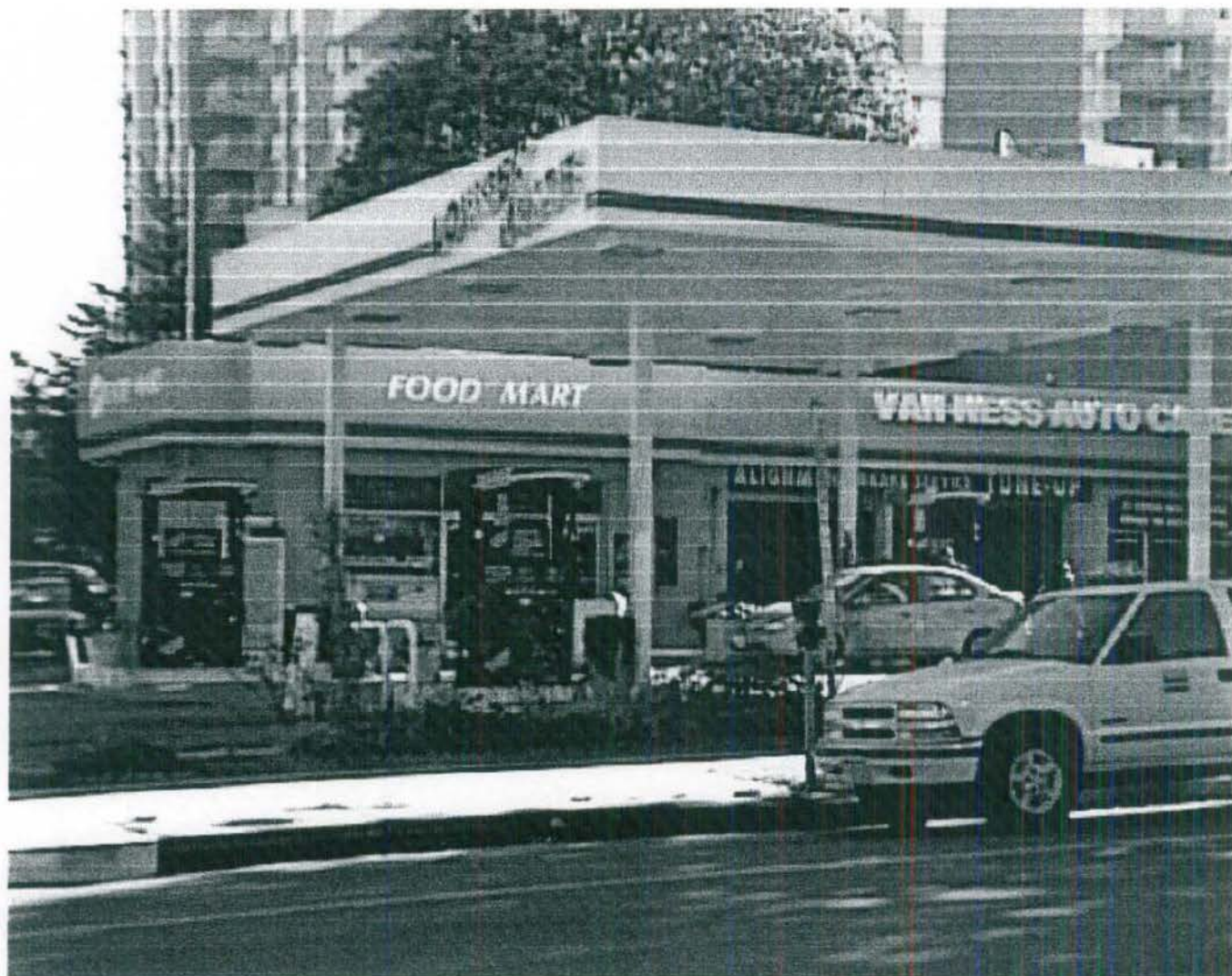
VAN NESS AUTO CARE

FREE
LIGHT
INSPECTION

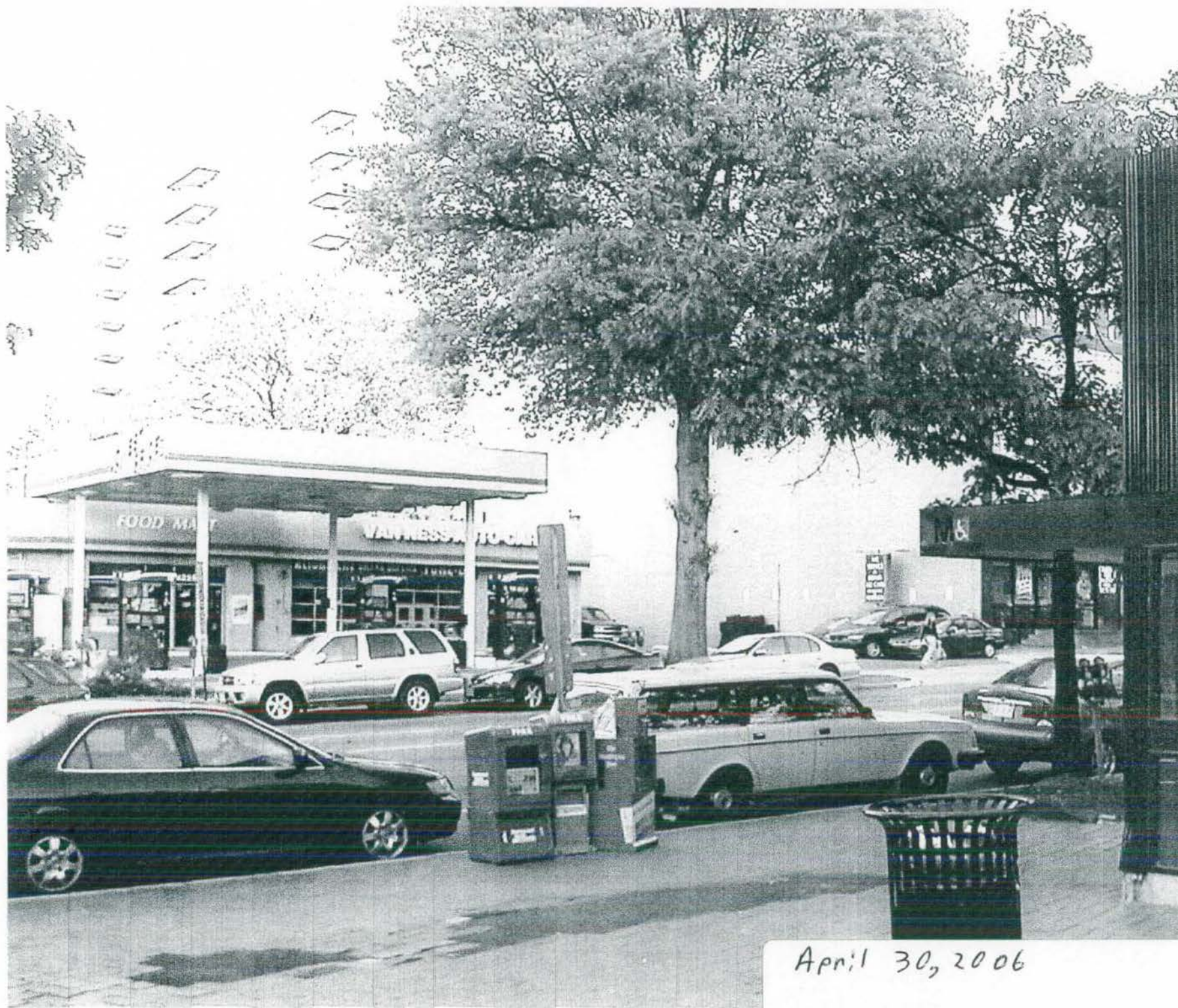
Self	Gasoline
Unleaded 87 oct.	1.49 ⁹
Unleaded 89 oct.	1.63 ⁹
Unleaded 93 oct.	1.67 ⁹
Diesel	1.42 ⁹

CAR WASH





2051 0007 10/06/2004





April 30, 2006



Rear lot of 4225
Connecticut Avenue



Truck and Tow Truck for
Van Ness Auto Care parked in
"No Standing, no Parking" zone
on Cleary Terrace, N.W.

DEED OF CORRECTION

FROM
TEXACO INC.

TO
STATEWIDE STATIONS, INC.

After Recording Return to:

LAW OFFICES

EB, WJ 12 2 12 11
WHITE, MINDEL, CLARKE & HILL
305 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204

956 1

14955
Misc.
288250
T 1

DEED OF CORRECTION

THIS DEED made the 23rd day of March

In the year 1983, between TEXACO Inc., a

Delaware corporation, having an office at 1040 Kings Highway

North, Cherry Hill, New Jersey 08034, hereinafter called the

Grantor, and STATEWIDE STATIONS, INC., a Delaware Corporation

having an office at 306 South State Street, Dover, Delaware

19901, hereinafter called the Grantee.

WHEREAS, by that certain Warranty Deed dated March 21,

1978 and recorded on July 16, 1979 at the Office of the Recorder

of Deeds, Washington, D.C., as Transaction Number 22946, the said

Grantor conveyed to the said Grantee certain lands therein and

hereinafter described; and

WHEREAS, the said Deed conveyed one of the two parcels

of land which Grantor had intended to convey and which Grantee

had intended to acquire; and

WHEREAS, this Deed has been executed for the purpose of

conveying the second parcel of land, more fully described

hereinbelow and referred to as "Parcel II".

WITNESSETH, that the said Grantor, in consideration of

Ten Dollars (\$10.00) and other good and valuable considerations,

the receipt whereof is hereby acknowledged, does hereby grant and

convey to the said Grantee, its successors and assigns all that

certain tract or parcel of land situate in the District of

Columbia and being part of a tract of land called "Addition to

the Rock of Dumbarton", bounded and described as follows:

S1

203/4
221 PM '83
May 24
cit. 805 - Square

14955

Parcel I

BEGINNING for the same on the easterly line of Connecticut Avenue at a point 220 feet northwesterly from the intersection of said line of said avenue with the north line of Van Ness (formerly Shepherd) Street, as said street is dedicated and shown on plat recorded in Liber County 14 at Folio 75 in the Surveyor's Office of the District of Columbia, and running thence northeasterly and at right angles to said avenue, 150 feet to an alley; thence northwesterly along said alley and parallel with said avenue, 40 feet; thence southwesterly in a line drawn at right angles to said avenue, 150 feet to the easterly line of said avenue, and thence southeasterly along said line of said avenue, 40 feet to the beginning; together with all the right, title and interest of the grantors in and to all roads, streets, alleys and ways bounding on the above described premises.

Parcel II

BEGINNING for the same at the intersection of the east line of Connecticut Avenue, with the south line of Veasey Terrace, as said Terrace is dedicated and shown on plat recorded in Liber 87 at Folio 109 in the Surveyor's Office of the District of Columbia, and running thence southeasterly along the east line of Connecticut Avenue 96.97 feet; thence running at right angles to Connecticut Avenue, 150 feet to the west line of a public alley, 16 feet wide also shown on said plat; thence northwesterly along the west line of said alley to the south line of Veasey Terrace, and thence west along said south line, 164.76 feet to Connecticut Avenue and the place of beginning; subject to the building restriction line as shown on said plat; together with all the right, title and interest of the grantor in and to any and all streets, roads and ways bounding on said described premises.

MEANING AND INTENDING to convey the same premises conveyed to Texaco Inc., formerly known as The Texas Company, as follows:

Parcel I - By Deed from Louis P. Gatti and his wife, Mary A. Gatti, dated November 2, 1931 and recorded on November 2, 1931 in Liber Number 6608 at Folio 175, one of the Land Records of the District of Columbia.

Parcel II - By Deed from Taylor-Korman Oil Company dated April 4, 1930 and recorded on April 4, 1930 in Liber Number 6434 at Folio 47, one of the Land Records for the District of Columbia.

AND the said Grantor does hereby WARRANTY GENERALLY the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written, and appoints R.R. Dickinson Attorney-in-Fact to acknowledge and deliver this Deed.

TEXACO Inc.

Attest: RUTH M. GWIN
By: Ruth M. Gwin
Assistant Secretary

By: R.R. Dickinson
Vice President

Re: Washington, D. C.
Connecticut and Vessey

STATE OF Texas }
COUNTY OF Harris } ss.: Houston

I, Mary A. Quegan, a Notary Public in
and for the State of Texas do hereby
certify that R. R. Dickinson, who is named
as attorney-in-fact for Texaco Inc., a Delaware corporation, the
corporate grantor in the foregoing and attached deed, bearing
date the 23RD day of March, 1983, personally
appeared before me in said County, the said R. R. Dickinson
being personally well known to me as the person named as
attorney-in-fact in said deed for the said Texaco Inc., and
acknowledged said deed to be the act and deed of the said
corporation, and that he delivered the same as such.

Given under my hand and seal this 23RD day of
March 1983.

Mary A. Quegan
Notary Public

MARY A. QUEGAN
Notary Public, State of Texas
My Commission Expires August 6, 1986



LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day of December, 1988, by and between 4225 Connecticut Avenue, N.W., Limited Partnership, a District of Columbia Limited Partnership (hereinafter "Landlord"), and Van Ness, Inc., t/a Van Ness Texaco, a District of Columbia corporation, (hereinafter "Tenant"),

W I T N E S S E T H:

1. Premises. The Landlord demises unto the Tenant and the Tenant hereby leases from the Landlord, upon the terms and conditions herein set forth, that parcel of land and improvements thereon consisting of approximately sixteen thousand four hundred thirty-five (16,435) square feet of land and being known Van Ness Texaco, 4225 Connecticut Avenue, N.W., Washington, D.C., being the same property which is more fully described in Schedule "A" attached herein. The above mentioned property is hereinafter referred to as "Premises".

2. Term. The term of this Lease shall be for a period of twenty (20) years and one (1) month, commencing on December 1, 1988 and terminating at midnight on December 31, 2009.

3. Rental. The Tenant covenants and agrees to pay to the Landlord, without deduction or set off, a total rental of One Million Six Hundred Sixty-Two Thousand Five Hundred Dollars (\$1,662,500.00) payable in equal, consecutive, monthly installments, as follows:

A. During the period commencing December 1, 1988, through December 31, 1998, the sum of \$12,500.00 per month.

B. During the period January 1, 1999 through December 31, 2009, the sum of \$15,000.00 per month.

All rent shall be paid to the Landlord at P.O. Box 9492, Washington, D.C. 20016, or such other places as may be designated from time to time by the Landlord in writing.

4. Utilities. In addition to all rentals herein reserved, the Tenant shall pay for all utilities used and consumed in and upon the Premises, as and when the charges therefor shall become due and payable including, but not limited to, water, sewer, gas, electricity and telephone.

5. Exclusive Use. The Tenant shall have the right to use the Premises for the purpose of operating an automobile service station, with the retail sale of gasoline and other motor fuels, repair and service of motor vehicles, and operation of a convenience store for the sale of general merchandise.

6. Unlawful Purpose. The Tenant shall not use, permit or suffer to be used the Premises for any disorderly or unlawful purpose or for any purpose other than that for which these Premises are leased as herein set forth.

7. Repairs and Maintenance. The Tenant shall, at its own risk, cost and expense, during the term of this Agreement or any renewal or extension thereof, make all repairs and improvements to said Premises, as well as all petroleum dispensing equipment, pumps, tanks, hoses, and related equipment, whether above or below ground, as the same may become necessary or required, except repairs to the roof or structural walls not caused by the

expense. The Tenant may use any and all such systems as presently exist on the Premises.

9. Alterations. The Tenant shall not make any alterations, improvements or additions to the Premises without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld, provided, such alterations, improvements, or additions shall not weaken the structural integrity of the building. All alterations, improvements or additions made by the Tenant as aforesaid shall remain upon the Premises at the expiration or earlier termination of this Lease, and shall become the property of the Landlord, unless the Landlord shall, prior to the termination of this Lease, give written notice to the Tenant to remove such alterations, improvements or additions and restore the Premises to the same good order and condition in which it was at the commencement of this Lease. Should the Tenant fail to do so, the Landlord may do so, collecting at the Landlord's option, the cost and expense thereof from the Tenant as additional rental.

10. Fire and Liability Insurance. The parties agree that the Tenant shall have no obligation to provide fire insurance coverage for the Premises, and that the Landlord shall provide same. The Tenant shall not store upon the premises any materials or perform any acts which would increase the rate of fire insurance for the Landlord; provided, however, that if the Tenant stores any hazardous materials on the premises or makes any use of the premises which causes an increase in the fire

insurance rate, then and in that event, the Tenant shall pay any increase in the fire insurance premium.

The Tenant further covenants and agrees that it will indemnify and save harmless the Landlord from any and all liability, damage, expenses, cause of action, suits, claims or judgments arising out of any injury to persons or to property on or about the leased Premises or upon the adjoining sidewalks, parking lots or ways, arising out of any cause whatsoever, and in order to assure such indemnity, the Tenant hereby agrees to maintain and carry, at all times during the term of this Lease or any renewal or extension hereof, in companies qualified and authorized to transact business in the District of Columbia, public liability insurance with limits of at least One Hundred Thousand Dollars (\$100,000), for injury to any one person, Three Hundred Thousand Dollars (\$300,000) for injury to more than one person in any one accident or casualty, and Twenty Thousand Dollars (\$20,000), for property damage, said policy to name Landlord as an additional insured.

The Tenant further agrees to provide garage keepers liability insurance, as well as public liability insurance on any vehicles operated by the Tenant in its business, including, but not limited to, any tow trucks. Tenant agrees to name the Landlord as an additional insured on these policies as well.

11. Sidewalks and Parking Lots. The Tenant shall keep the sidewalks immediately abutting the Premises and any parking areas contained thereon, free of obstructions, of all nature,

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ATTORNEYS AT LAW
SUITE 400
3905 NATIONAL DRIVE
BURTONSVILLE MD 20866
(301) 980-0600

properly swept, with the snow and ice promptly removed therefrom.

12. Personal Property. All personal property contained on the Premises shall be and remain at the Tenant's sole risk. The Landlord shall not be liable for any damage to, or loss of such personal property, arising from the negligence of any persons whomsoever.

13. Signs. Any signs now on the Premises may remain on the Premises until the expiration of this Lease. The Tenant may not erect, maintain or affix to the property any other signs without the written consent of the Landlord, said consent not to be unreasonably withheld. The Landlord acknowledges that as of the execution of this Lease, he has inspected and observed the exterior of the premises and that any signs as may now appear thereon meet with his approval.

14. Operation of the Business. The Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted by the Tenant in the Premises. With respect to any liability and responsibility for accident or injury happening or occurring in or about the Premises, the Tenant hereby agrees to assume, discharge and to save the Landlord harmless therefrom.

15. Damage by Fire or Other Casualty. In the event that the Premises shall be partially damaged by fire, tornado, the elements, acts of God or other casualties, the same shall be repaired by the Landlord at the Landlord's expense as speedily

as practicable, with due allowance being made for the time taken for the settlement of insurance claims and for the Landlord obtaining proper governmental permission to repair, but the rent hereunder shall not wholly cease so long as the Tenant shall continue to fully conduct and operate business therein; but said rent shall, during the period that the Premises are partially damaged, be reduced in the same proportion as the damaged part of the Premises bears to the entire Premises. If, however, the damage shall be so extensive as to render the Premises unsuitable for the Tenant's continued use and occupancy for the purposes contemplated in this Lease or in the event of total destruction which shall render untenable as aforesaid, and repairs to make the Premises tenantable cannot be completed within One Hundred Twenty (120) days, then the Tenant may declare this Lease terminated. In the event of partial damage to the Premises as aforesaid, which damage Landlord elects not to promptly repair, the Tenant shall have the right to restore the Premises and repair the subject damage, provided prior written notice of its intention thereof is promptly given to the Landlord together with estimates of the cost thereof, and the Tenant may not proceed with said repairs until fifteen (15) days after notice of intent is received by the Landlord. The costs of such repair may be deducted from rent thereafter accruing or falling due.

16. Assignment and Sub-letting. The Tenant shall not assign, mortgage or hypothecate this Lease, or any interest

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3005 NATIONAL DRIVE

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therein, or permit the use of the Premises by any person or persons other than the Tenant or sub-let the Premises without the prior consent of the Landlord, which consent shall not be unreasonably withheld. Consent of the Landlord to any such assignment or sub-letting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or sub-letting, and the terms of such consent shall be binding upon any person holding by, under, or through the Tenant. No assignment or sub-letting shall relieve the Tenant of any of his obligations hereunder, and the Tenant shall, at all times thereafter, remain liable with such Assignee or Sub-Tenant for the performance of the terms hereof.

17. Trade Fixtures. All trade fixtures and apparatus installed by the Tenant in the Premises shall remain the property of the Tenant and shall be removable at the expiration or earlier termination of the Lease or any renewal or extension hereof, provided Tenant shall not, at such time, be in default under any covenant or agreement contained in this Lease; and provided that, in the event of such removal, the Tenant shall promptly restore the Premises to the good order and condition in which it existed at the time of the execution of this Lease, normal wear and tear excepted. Any such trade fixture not removed at or prior to such termination shall be and become the property of the Landlord.

18. Increases in Real Estate Taxes. The Tenant agrees that it will pay any increase in real estate taxes and any increases

in fire insurance over and above the amount of the real estate taxes and fire insurance premiums for the base year. For purposes of real estate taxes, the base year shall be defined as the District of Columbia tax year 1989. For purposes of fire insurance premiums, the base year shall be the calendar year ending December, 1989. The term real estate taxes shall include all taxes, levies, and assessments, that may be levied by the District of Columbia, in connection with the Premises.

19. Bankruptcy. Should the Tenant file any Petition or institute any proceeding under the Bankruptcy Code, either as such Code now exists or under any amendment thereof which may hereafter be enacted, or under any other code or codes, whether federal, state, or local, either as a bankrupt or as an insolvent, wherein or whereby the Tenant seeks to be adjudicated a bankrupt or to be discharged from any or all of his debts, or for any other similar relief, or such Petition or proceeding of the same or similar kind or character be filed or taken against the Tenant, and the same is not dismissed within sixty (60) days from the date of such filing or taking, or if any receiver for all or a substantial part of the business of the Tenant shall be appointed by any Court and such Petition or proceedings shall not be set aside or dismissed or the appointment of said receiver revoked within sixty (60) days, then, in any of such events, the Landlord may, at its option, cancel and terminate this Lease on the giving to the Tenant of fifteen (15) days notice in writing, and the Landlord shall have the absolute

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3003 NATIONAL DRIVE
BURTONSVILLE, MD 20814
(301) 263-0900

right to enforce any other legal or equitable rights available hereunder or by law.

20. Eminent Domain. If the Premises or any part thereof shall be condemned or taken for public purposes by any governmental authority under the power of eminent domain, this Lease shall fully cease and terminate at the option of either the Landlord or the Tenant as of the date of such governmental taking. In such event, any prepaid rent by the Tenant shall be refunded and all rent shall be adjusted to the date of such governmental taking. The Landlord shall have the right to receive that portion of the entire award made for the taking of the real property. The Tenant shall have the right to receive that portion of the entire award, if any, made for the taking of the business or for the taking of the Tenant's interest in this Lease Agreement. Any damages awarded in favor of the Landlord for the real estate shall be free and clear from any claim by the Tenant. Any damages awarded in favor of the Tenant for his interest in the Lease or for his interest in the business shall be free and clear from any claim by the Landlord.

21. Non-Waiver. It is further understood and agreed that no waiver of any breach of any covenant, condition or agreement herein shall be construed to be a waiver of the covenant, condition or agreement, or of any subsequent breach thereof.

22. Holding Over. In the event that the Tenant continues in possession after the end of the term herein with the permission of the Landlord, it is agreed that the tenancy thus

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SUITE 400

3000 NATIONAL DRIVE

BURTONSVILLE, MI 48098

JOHN 989-0800

created can be terminated by either party giving to the other not less than thirty (30) days written notice to expire on the day of the month from which the tenancy commenced to run.

23. Covenants of the Tenant. The Tenant agrees as follows:

a) To give the Landlord prompt written notice of any material accident, fire, or damage occurring on or to the Premises.

b) To keep the Premises sufficiently heated to prevent freezing of water pipes and fixtures.

c) To keep the outside area immediately adjoining the Premises clean and free from ice, debris, or rubbish and not to place or permit obstructions or merchandise in such areas, except for loading and unloading.

d) To keep the Premises clean, orderly, sanitary, and reasonably free from objectionable odors consistent with the nature of the Tenant's business.

e) To comply with the requirements of the state, federal and county statutes, ordinances and regulations applicable to the Tenant and his use of the Premises and to save the Landlord harmless from penalties, fines, costs, and expenses resulting from the Tenant's failure to do so. It is understood, however, that it shall not be the Landlord's obligation and responsibility to make any structural repairs (fire doors, etc.) as may be required by an governmental or public authority, except those structural repairs and changes required or made

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BURTONSVILLE, MD 20866
(301) 989-0900

necessary by reason of a particular use to which the Premises is put by the Tenant.

f) To keep the Premises free of any Mechanics or Material Men's Liens, and to promptly discharge or give security for such liens if filed.

24. Option to Renew. (Six Five Year Options) The Tenant shall have the option to renew and extend the terms of this Lease for six (6) five (5) year periods, each commencing on the day immediately following the expiration of the term of this Lease as set forth in Paragraph 2 above, or upon the expiration of the previous option, under the same terms and conditions provided herein, except for the rental. The rental during each option period shall be:

a) During the first five year option, One Million Two Hundred Thousand Dollars (\$1,200,000.00), payable in installments of Twenty Thousand Dollars (\$20,000.00) per month, plus any increase in real estate taxes;

b) During the second five year option, One Million Three Hundred Twenty Thousand Dollars (\$1,320,000.00), payable in installments of Twenty-Two Thousand Dollars (\$22,000.00) per month, plus any increase in real estate taxes;

c) During the third five year option, One Million Four Hundred Fifty-Two Thousand Dollars (\$1,452,000.00), payable in installments of Twenty-Four Thousand Twenty Dollars (\$24,020.00) per month, plus any increase in real estate taxes;

d) During the fourth five year option, One Million Five Hundred Ninety-Seven Thousand Two Hundred Dollars (\$1,597,200.00), payable in installments of Twenty-Six Thousand Six Hundred Twenty Dollars (\$26,620.00) per month, plus any increase in real estate taxes;

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e) During the fifth five year option, One Million Seven Hundred Fifty-Six Thousand Nine Hundred Twenty Dollars (\$1,756,920.00), payable in installments of Twenty-Nine Thousand Two Hundred Eighty-Two Dollars (\$29,282.00) per month, plus any increase in real estate taxes; and

f) During the sixth five year option, One Million Nine Hundred Thirty-Two Thousand Six Hundred Twelve Dollars (\$1,932,612.00), payable in installments of Thirty-Two Thousand Two Hundred Twelve and 20/100 Dollars (\$32,212.20) per month, plus any increase in real estate taxes.

To be eligible to exercise this option, the Tenant must not be in default under any of the terms of this Lease at the time the option is exercised. In order for the Tenant to exercise this option, it must notify the Landlord, in writing, of its notice to exercise this option at least six (6) months prior to the expiration of the original term of this Lease.

25. Entire Agreement. This document contains the entire agreement between the parties and shall not be subject to amendment, except in writing, signed by the parties and the parties hereby covenant and agree that there are no other agreements, oral or written between them relating to the subject Lease not herein contained.

26. Subordination. Anything in this Lease to the contrary notwithstanding, the Tenant agrees that this Lease shall be subordinate to any mortgage or deed of trust placed upon the premises before or after commencement of the term, provided that in the event of foreclosure or other suit, sale or proceedings thereunder, the Tenant, if not in default under the terms of this Agreement, will not be made a party to any such suit or

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3000 NATIONAL DRIVE
BURTONSVILLE, MO 20800
301.989-0900

proceedings thereunder, and the same shall not affect the rights of the Tenant under this Lease.

27. Gender. Where the context requires, words in the singular may be substituted for the plural and vice versa, and words in the masculine, feminine or neuter gender may be substituted for any other gender.

28. Binding Effect. This Lease, and all of its terms, conditions and covenants shall be binding upon, and inure to the benefit of, the parties hereto, their personal representatives, successors, heirs and assigns, and shall be construed, in its entirety, under the laws of the District of Columbia.

29. Warranties of the Landlord. The Landlord warrants that all equipment used for the storage and dispensing of petroleum products, including, but not limited to, storage tanks, pumps, hoses and related equipment, are in good condition and free of leaks, and the Landlord further warrants that the earth and soil surrounding the storage tanks are free from contamination and pollution. The Landlord further warrants that there will be no environmental problems regarding the petroleum dispensing equipment and storage tanks as described herein, during the life of this lease, and any renewal and extension thereof, and in the event such problems arise, the Landlord will repair the same at its own costs and expense, and agrees to indemnify and save the Tenant harmless therefrom.

IN TESTIMONY WHEREOF, the said Tenant, Van Ness, Inc., has on the 12 day of December, 1988, caused these

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ATTORNEYS AT LAW
SUITE 400
3605 NATIONAL DRIVE
BURTONSVILLE MD 20866
1301 989-0900

presents to be signed by Patricia Yuen, its President,
and attested by LEON Buckner, its Secretary, and its
corporate seal to be affixed, and does hereby appoint LEON
Buckner, its true and lawful attorney in fact to
acknowledge and deliver these presents by its act and deed.

LANDLORD:

4225 CONNECTICUT AVENUE, ^{N.W.} LIMITED
PARTNERSHIP

By: John L. Yuen
Koo L. Yuen, General Partner

TENANT:

VAN NESS, INC.

ATTEST:

Leon Buckner
Secretary

By: Patricia Yuen
President

DISTRICT OF COLUMBIA, ssi,

I, a notary public in and for the District of Columbia, do
hereby certify that LEON Buckner, that is
personally well known to me as the person named as attorney in
fact for Van Ness, Inc. in the foregoing Lease bearing date of
the 1st day of December, 1988, and LEON Buckner
personally appeared before me in said district, and as attorney
in fact as aforesaid, and by virtue of the authority vested in
him by said Lease, acknowledged the same to be the act and deed
of Van Ness, Inc.

Given under my hand and seal this 24th day of March,
1993.

Notary Public

My commission expires:

My Commission Expires October 14, 1995

DISTRICT OF COLUMBIA, ssi,

I, a notary public in and for the District of Columbia, do hereby certify that KAO L. YUEN, that is personally well known to me as the person named as attorney in fact for 4225 Connecticut Avenue, Limited Partnership in the foregoing Lease bearing date of the 1st day of December, 1988, and KAO L. YUEN personally appeared before me in said district, and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Lease, acknowledged the same to be the act and deed of 4225 Connecticut Avenue, Limited Partnership.

Given under my hand and seal this 24th day of March, 1993.

KAO L. YUEN
Notary Public

My commission expires:

My Commission Expires October 14, 1995

BONNETT & MORSE, P.A.

ATTORNEYS AT LAW

SUITE 400

3805 NATIONAL DRIVE

BURTONSVILLE MD 20986

301 860-0900

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4 0 3 0 0 0 0 0 5 6 3

Schedule A

BEGINNING at a point at the interesection of a
northeasterly line of Connecticut Avenue N.W. with a
southerly line of Veazey Terrace N.W., said point being
the northwesterly corner of the land hereindescribed;

THENCE, from the point of **BEGINNING** and running with
said southerly line of Veazey Terrace N.W. N 89° 58'
00" E 164.76 feet to a point intersecting a south-
westerly line of 16 feet wide public alley;

THENCE, departing said Veasey Terrace N. W. and running
with the aforementioned southwesterly line of a public
alley S 24° 28' 00" E 68.82 feet to point;

THENCE, departing aforesaid public alley and running
with the dividing line between Lot 808 and the land
hereindescribed S 65° 32' 00" W 150.20 feet to a point
in a northeasterly line of aforesaid Connecticut Avenue
N.W.;

THENCE, running with said northeasterly line of
Connecticut Avenue N.W. N 24° 28' 00" W 136.97 feet to
the point and place of **BEGINNNG**, containing 16,435
square feet of land, more or less. Being square 2051,

Lot 7 and A/K/A 4225 Connecticut Avenue N.W.

SAID ABOVE DESCRIBED PROPERTY NOW KNOWN AS LOT NUMBERED (7)
IN SQUARE 2051 IN A SUBDIVISION MADE BY STATEWIDE STATIONS
INC. AS PER FLAT RECORDED IN THE OFFICE OF THE SURVEYOR FOR
D.C. IN LIBER 271 AT FOLIO 138.

23000100002

00:41:23.000

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After Recording Mail to:

VAN NESS, Inc.

P.O. Box 9492

WASH., D. C. 20016

9300019739

93 MAR 25 PM 4:00

03-25(THD) 93 3:52 PM	
# 9300019739	
1275ALN	90.00
TOTAL	90.00
	CHEQUE
PURCHASE 1	90.00
802 11 2 R0956	

RECORDED AT 11:00 AM
 MAR 25 1993
 11:00 AM
 11:00 AM
 11:00 AM

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day of December, 1988, by and between 4225 Connecticut Avenue, N.W., Limited Partnership, a District of Columbia Limited Partnership (hereinafter "Landlord"), and Van Ness, Inc., t/a Van Ness Texaco, a District of Columbia corporation, (hereinafter "Tenant"),

W I T N E S S E T H:

1. Premises. The Landlord demises unto the Tenant and the Tenant hereby leases from the Landlord, upon the terms and conditions herein set forth, that parcel of land and improvements thereon consisting of approximately sixteen thousand four hundred thirty-five (16,435) square feet of land and being known Van Ness Texaco, 4225 Connecticut Avenue, N.W., Washington, D.C., being the same property which is more fully described in Schedule "A" attached herein. The above mentioned property is hereinafter referred to as "Premises".

2. Term. The term of this Lease shall be for a period of twenty (20) years and one (1) month, commencing on December 1, 1988 and terminating at midnight on December 31, 2009.

3. Rental. The Tenant covenants and agrees to pay to the Landlord, without deduction or set off, a total rental of One Million Six Hundred Sixty-Two Thousand Five Hundred Dollars (\$1,662,500.00) payable in equal, consecutive, monthly installments, as follows:

A. During the period commencing December 1, 1988, through December 31, 1998, the sum of \$12,500.00 per month.

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B. During the period January 1, 1999 through December 31, 2009, the sum of \$15,000.00 per month.

All rent shall be paid to the Landlord at P.O. Box 9492, Washington, D.C. 20016, or such other places as may be designated from time to time by the Landlord in writing.

4. Utilities. In addition to all rentals herein reserved, the Tenant shall pay for all utilities used and consumed in and upon the Premises, as and when the charges therefor shall become due and payable including, but not limited to, water, sewer, gas, electricity and telephone.

5. Exclusive Use. The Tenant shall have the right to use the Premises for the purpose of operating an automobile service station, with the retail sale of gasoline and other motor fuels, repair and service of motor vehicles, and operation of a convenience store for the sale of general merchandise.

6. Unlawful Purpose. The Tenant shall not use, permit or suffer to be used the Premises for any disorderly or unlawful purpose or for any purpose other than that for which these Premises are leased as herein set forth.

7. Repairs and Maintenance. The Tenant shall, at its own risk, cost and expense, during the term of this Agreement or any renewal or extension thereof, make all repairs and improvements to said Premises, as well as all petroleum dispensing equipment, pumps, tanks, hoses, and related equipment, whether above or below ground, as the same may become necessary or required, except repairs to the roof or structural walls not caused by the

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negligence of the Tenant, which the Landlord shall make when necessary upon notice. The Tenant agrees that it will give the Landlord prompt notice of any defects or breakage in the structure or roof of said Premises, and will permit the Landlord to have access to the Premises at reasonable times during business hours for the purposes of inspection or for repairs in the event of fire or other property damage.

At its own cost and expense, the Tenant shall pay for the maintenance and repair of all equipment, heaters, doors, windows and lights, and shall repair and/or replace all broken windows or plate glass upon the Premises. In the event that the Tenant shall fail to pay for any of the maintenance and repairs as herein agreed, then the Landlord may do so, collecting, at the Landlord's option, the cost and expense thereof from the Tenant as additional rent. The Landlord warrants that at the time of occupancy, all plumbing, heating and air conditioning, and electrical equipment and wiring shall be in operating condition.

The Tenant further covenants and agrees that it will keep the Premises in good order and condition and will surrender the same upon the expiration of the term herein in the same condition in which they were received, normal wear and tear excepted.

8. Heating and Air Conditioning. The Tenant agrees to provide its own heating, ventilation, and air conditioning systems and that it will maintain said systems at its own

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expense. The Tenant may use any and all such systems as presently exist on the Premises.

9. Alterations. The Tenant shall not make any alterations, improvements or additions to the Premises without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld, provided, such alterations, improvements, or additions shall not weaken the structural integrity of the building. All alterations, improvements or additions made by the Tenant as aforesaid shall remain upon the Premises at the expiration or earlier termination of this Lease, and shall become the property of the Landlord, unless the Landlord shall, prior to the termination of this Lease, give written notice to the Tenant to remove such alterations, improvements or additions and restore the Premises to the same good order and condition in which it was at the commencement of this Lease. Should the Tenant fail to do so, the Landlord may do so, collecting at the Landlord's option, the cost and expense thereof from the Tenant as additional rental.

10. Fire and Liability Insurance. The parties agree that the Tenant shall have no obligation to provide fire insurance coverage for the Premises, and that the Landlord shall provide same. The Tenant shall not store upon the premises any materials or perform any acts which would increase the rate of fire insurance for the Landlord; provided, however, that if the Tenant stores any hazardous materials on the premises or makes any use of the premises which causes an increase in the fire

insurance rate, then and in that event, the Tenant shall pay any increase in the fire insurance premium.

The Tenant further covenants and agrees that it will indemnify and save harmless the Landlord from any and all liability, damage, expenses, cause of action, suits, claims or judgments arising out of any injury to persons or to property on or about the leased Premises or upon the adjoining sidewalks, parking lots or ways, arising out of any cause whatsoever, and in order to assure such indemnity, the Tenant hereby agrees to maintain and carry, at all times during the term of this Lease or any renewal or extension hereof, in companies qualified and authorized to transact business in the District of Columbia, public liability insurance with limits of at least One Hundred Thousand Dollars (\$100,000), for injury to any one person, Three Hundred Thousand Dollars (\$300,000) for injury to more than one person in any one accident or casualty, and Twenty Thousand Dollars (\$20,000), for property damage, said policy to name Landlord as an additional insured.

The Tenant further agrees to provide garage keepers liability insurance, as well as public liability insurance on any vehicles operated by the Tenant in its business, including, but not limited to, any tow trucks. Tenant agrees to name the Landlord as an additional insured on these policies as well.

11. Sidewalks and Parking Lots. The Tenant shall keep the sidewalks immediately abutting the Premises and any parking areas contained thereon, free of obstructions, of all nature,

properly swept, with the snow and ice promptly removed therefrom.

12. Personal Property. All personal property contained on the Premises shall be and remain at the Tenant's sole risk. The Landlord shall not be liable for any damage to, or loss of such personal property, arising from the negligence of any persons whomsoever.

13. Signs. Any signs now on the Premises may remain on the Premises until the expiration of this Lease. The Tenant may not erect, maintain or affix to the property any other signs without the written consent of the Landlord, said consent not to be unreasonably withheld. The Landlord acknowledges that as of the execution of this Lease, he has inspected and observed the exterior of the premises and that any signs as may now appear thereon meet with his approval.

14. Operation of the Business. The Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted by the Tenant in the Premises. With respect to any liability and responsibility for accident or injury happening or occurring in or about the Premises, the Tenant hereby agrees to assume, discharge and to save the Landlord harmless therefrom.

15. Damage by Fire or Other Casualty. In the event that the Premises shall be partially damaged by fire, tornado, the elements, acts of God or other casualties, the same shall be repaired by the Landlord at the Landlord's expense as speedily

as practicable, with due allowance being made for the time taken for the settlement of insurance claims and for the Landlord obtaining proper governmental permission to repair, but the rent hereunder shall not wholly cease so long as the Tenant shall continue to fully conduct and operate business therein; but said rent shall, during the period that the Premises are partially damaged, be reduced in the same proportion as the damaged part of the Premises bears to the entire Premises. If, however, the damage shall be so extensive as to render the Premises unsuitable for the Tenant's continued use and occupancy for the purposes contemplated in this Lease or in the event of total destruction which shall render untenable as aforesaid, and repairs to make the Premises tenantable cannot be completed within One Hundred Twenty (120) days, then the Tenant may declare this Lease terminated. In the event of partial damage to the Premises as aforesaid, which damage Landlord elects not to promptly repair, the Tenant shall have the right to restore the Premises and repair the subject damage, provided prior written notice of its intention thereof is promptly given to the Landlord together with estimates of the cost thereof, and the Tenant may not proceed with said repairs until fifteen (15) days after notice of intent is received by the Landlord. The costs of such repair may be deducted from rent thereafter accruing or falling due.

16. Assignment and Sub-letting. The Tenant shall not assign, mortgage or hypothecate this Lease, or any interest

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therein, or permit the use of the Premises by any person or persons other than the Tenant or sub-let the Premises without the prior consent of the Landlord, which consent shall not be unreasonably withheld. Consent of the Landlord to any such assignment or sub-letting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or sub-letting, and the terms of such consent shall be binding upon any person holding by, under, or through the Tenant. No assignment or sub-letting shall relieve the Tenant of any of his obligations hereunder, and the Tenant shall, at all times thereafter, remain liable with such Assignee or Sub-Tenant for the performance of the terms hereof.

17. Trade Fixtures. All trade fixtures and apparatus installed by the Tenant in the Premises shall remain the property of the Tenant and shall be removable at the expiration or earlier termination of the Lease or any renewal or extension hereof, provided Tenant shall not, at such time, be in default under any covenant or agreement contained in this Lease; and provided that, in the event of such removal, the Tenant shall promptly restore the Premises to the good order and condition in which it existed at the time of the execution of this Lease, normal wear and tear excepted. Any such trade fixture not removed at or prior to such termination shall be and become the property of the Landlord.

18. Increases in Real Estate Taxes. The Tenant agrees that it will pay any increase in real estate taxes and any increases

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in fire insurance over and above the amount of the real estate taxes and fire insurance premiums for the base year. For purposes of real estate taxes, the base year shall be defined as the District of Columbia tax year 1989. For purposes of fire insurance premiums, the base year shall be the calendar year ending December, 1989. The term real estate taxes shall include all taxes, levies, and assessments, that may be levied by the District of Columbia, in connection with the Premises.

19. Bankruptcy. Should the Tenant file any Petition or institute any proceeding under the Bankruptcy Code, either as such Code now exists or under any amendment thereof which may hereafter be enacted, or under any other code or codes, whether federal, state, or local, either as a bankrupt or as an insolvent, wherein or whereby the Tenant seeks to be adjudicated a bankrupt or to be discharged from any or all of his debts, or for any other similar relief, or such Petition or proceeding of the same or similar kind or character be filed or taken against the Tenant, and the same is not dismissed within sixty (60) days from the date of such filing or taking, or if any receiver for all or a substantial part of the business of the Tenant shall be appointed by any Court and such Petition or proceedings shall not be set aside or dismissed or the appointment of said receiver revoked within sixty (60) days, then, in any of such events, the Landlord may, at its option, cancel and terminate this Lease on the giving to the Tenant of fifteen (15) days notice in writing, and the Landlord shall have the absolute

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301 582-0900

right to enforce any other legal or equitable rights available hereunder or by law.

20. Eminent Domain. If the Premises or any part thereof shall be condemned or taken for public purposes by any governmental authority under the power of eminent domain, this Lease shall fully cease and terminate at the option of either the Landlord or the Tenant as of the date of such governmental taking. In such event, any prepaid rent by the Tenant shall be refunded and all rent shall be adjusted to the date of such governmental taking. The Landlord shall have the right to receive that portion of the entire award made for the taking of the real property. The Tenant shall have the right to receive that portion of the entire award, if any, made for the taking of the business or for the taking of the Tenant's interest in this Lease Agreement. Any damages awarded in favor of the Landlord for the real estate shall be free and clear from any claim by the Tenant. Any damages awarded in favor of the Tenant for his interest in the Lease or for his interest in the business shall be free and clear from any claim by the Landlord.

21. Non-Waiver. It is further understood and agreed that no waiver of any breach of any covenant, condition or agreement herein shall be construed to be a waiver of the covenant, condition or agreement, or of any subsequent breach thereof.

22. Holding Over. In the event that the Tenant continues in possession after the end of the term herein with the permission of the Landlord, it is agreed that the tenancy thus

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created can be terminated by either party giving to the other not less than thirty (30) days written notice to expire on the day of the month from which the tenancy commenced to run.

23. Covenants of the Tenant. The Tenant agrees as follows:

a) To give the Landlord prompt written notice of any material accident, fire, or damage occurring on or to the Premises.

b) To keep the Premises sufficiently heated to prevent freezing of water pipes and fixtures.

c) To keep the outside area immediately adjoining the Premises clean and free from ice, debris, or rubbish and not to place or permit obstructions or merchandise in such areas, except for loading and unloading.

d) To keep the Premises clean, orderly, sanitary, and reasonably free from objectionable odors consistent with the nature of the Tenant's business.

e) To comply with the requirements of the state, federal and county statutes, ordinances and regulations applicable to the Tenant and his use of the Premises and to save the Landlord harmless from penalties, fines, costs, and expenses resulting from the Tenant's failure to do so. It is understood, however, that it shall not be the Landlord's obligation and responsibility to make any structural repairs (fire doors, etc.) as may be required by an governmental or public authority, except those structural repairs and changes required or made

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necessary by reason of a particular use to which the Premises is put by the Tenant.

f) To keep the Premises free of any Mechanics or Material Men's Liens, and to promptly discharge or give security for such liens if filed.

24. Option to Renew. (Six Five Year Options) The Tenant shall have the option to renew and extend the terms of this Lease for six (6) five (5) year periods, each commencing on the day immediately following the expiration of the term of this Lease as set forth in Paragraph 2 above, or upon the expiration of the previous option, under the same terms and conditions provided herein, except for the rental. The rental during each option period shall be:

a) During the first five year option, One Million Two Hundred Thousand Dollars (\$1,200,000.00), payable in installments of Twenty Thousand Dollars (\$20,000.00) per month, plus any increase in real estate taxes;

b) During the second five year option, One Million Three Hundred Twenty Thousand Dollars (\$1,320,000.00), payable in installments of Twenty-Two Thousand Dollars (\$22,000.00) per month, plus any increase in real estate taxes;

c) During the third five year option, One Million Four Hundred Fifty-Two Thousand Dollars (\$1,452,000.00), payable in installments of Twenty-Four Thousand Twenty Dollars (\$24,020.00) per month, plus any increase in real estate taxes;

d) During the fourth five year option, One Million Five Hundred Ninety-Seven Thousand Two Hundred Dollars (\$1,597,200.00), payable in installments of Twenty-Six Thousand Six Hundred Twenty Dollars (\$26,620.00) per month, plus any increase in real estate taxes;

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e) During the fifth five year option, One Million Seven Hundred Fifty-Six Thousand Nine Hundred Twenty Dollars (\$1,756,920.00), payable in installments of Twenty-Nine Thousand Two Hundred Eighty-Two Dollars (\$29,282.00) per month, plus any increase in real estate taxes; and

f) During the sixth five year option, One Million Nine Hundred Thirty-Two Thousand Six Hundred Twelve Dollars (\$1,932,612.00), payable in installments of Thirty-Two Thousand Two Hundred Twelve and 20/100 Dollars (\$32,212.20) per month, plus any increase in real estate taxes.

To be eligible to exercise this option, the Tenant must not be in default under any of the terms of this Lease at the time the option is exercised. In order for the Tenant to exercise this option, it must notify the Landlord, in writing, of its notice to exercise this option at least six (6) months prior to the expiration of the original term of this Lease.

25. Entire Agreement. This document contains the entire agreement between the parties and shall not be subject to amendment, except in writing, signed by the parties and the parties hereby covenant and agree that there are no other agreements, oral or written between them relating to the subject Lease not herein contained.

26. Subordination. Anything in this Lease to the contrary notwithstanding, the Tenant agrees that this Lease shall be subordinate to any mortgage or deed of trust placed upon the premises before or after commencement of the term, provided that in the event of foreclosure or other suit, sale or proceedings thereunder, the Tenant, if not in default under the terms of this Agreement, will not be made a party to any such suit or

proceedings thereunder, and the same shall not affect the rights of the Tenant under this Lease.

27. Gender. Where the context requires, words in the singular may be substituted for the plural and vice versa, and words in the masculine, feminine or neuter gender may be substituted for any other gender.

28. Binding Effect. This Lease, and all of its terms, conditions and covenants shall be binding upon, and inure to the benefit of, the parties hereto, their personal representatives, successors, heirs and assigns, and shall be construed, in its entirety, under the laws of the District of Columbia.

29. Warranties of the Landlord. The Landlord warrants that all equipment used for the storage and dispensing of petroleum products, including, but not limited to, storage tanks, pumps, hoses and related equipment, are in good condition and free of leaks, and the Landlord further warrants that the earth and soil surrounding the storage tanks are free from contamination and pollution. The Landlord further warrants that there will be no environmental problems regarding the petroleum dispensing equipment and storage tanks as described herein, during the life of this lease, and any renewal and extension thereof, and in the event such problems arise, the Landlord will repair the same at its own costs and expense, and agrees to indemnify and save the Tenant harmless therefrom.

IN TESTIMONY WHEREOF, the said Tenant, Van Ness, Inc., has on the 12 day of December, 1988, caused these

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1301 889-0900

presents to be signed by Patricia Yuen, its President,
and attested by Leon Buckner, its Secretary, and its
corporate seal to be affixed, and does hereby appoint Leon
Buckner, its true and lawful attorney in fact to
acknowledge and deliver these presents by its act and deed.

LANDLORD:

4225 CONNECTICUT AVENUE, ^{N.W.} LIMITED
PARTNERSHIP

By: Leo L. Yuen
Leo L. Yuen, General Partner

TENANT:

VAN NESS, INC.

ATTEST:

Leon Buckner
Secretary

By: Patricia Yuen
President

DISTRICT OF COLUMBIA, ssi,

I, a notary public in and for the District of Columbia, do
hereby certify that LEON BUCKNER, that is
personally well known to me as the person named as attorney in
fact for Van Ness, Inc. in the foregoing Lease bearing date of
the 1st day of DECEMBER, 1988, and LEON BUCKNER
personally appeared before me in said district, and as attorney
in fact as aforesaid, and by virtue of the authority vested in
him by said Lease, acknowledged the same to be the act and deed
of Van Ness, Inc.

Given under my hand and seal this 24th day of MARCH,
1993.

[Signature]
Notary Public

My commission expires:

My Commission Expires October 14, 1995

DISTRICT OF COLUMBIA, ssi,

I, a notary public in and for the District of Columbia, do hereby certify that KAO L. YUEN, that is personally well known to me as the person named as attorney in fact for 4225 Connecticut Avenue, Limited Partnership in the foregoing Lease bearing date of the 1st day of December, 1988, and KAO L. YUEN personally appeared before me in said district, and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Lease, acknowledged the same to be the act and deed of 4225 Connecticut Avenue, Limited Partnership.

Given under my hand and seal this 24th day of March, 1993.


Notary Public

My commission expires:

My Commission Expires October 14, 1995

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BURTONSVILLE MD 20886

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Schedule A

BEGINNING at a point at the interesection of a
northeasterly line of Connecticut Avenue N.W. with a
southerly line of Veazey Terrace N.W., said point being
the northwesterly corner of the land hereindescribed;

THENCE, from the point of BEGINNING and running with
said southerly line of Veazey Terrace N.W. N 89° 58'
00" E 164.76 feet to a point intersecting a south-
westerly line of 16 feet wide public alley;

THENCE, departing said Veasey Terrace N. W. and running
with the aforementioned southwesterly line of a public
alley S 24° 28' 00" E 68.82 feet to point;

THENCE, departing aforesaid public alley and running
with the dividing line between Lot 308 and the land
hereindescribed S 65° 32' 00" W 150.20 feet to a point
in a northeasterly line of aforesaid Connecticut Avenue
N.W.;

THENCE, running with said northeasterly line of
Connecticut Avenue N.W. N 24° 28' 00" W 136.97 feet to
the point and place of BEGINNNG, containing 16,435
square feet of land, more or less. Being square 2051,

Lot 7 and A/K/A 4225 Connecticut Avenue N.W.

SAID ABOVE DESCRIBED PROPERTY NOW KNOWN AS LOT NUMBERED (7)
IN SQUARE 2051 IN A SUBDIVISION MADE BY STATEWIDE STATIONS
INC. AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR FOR
D.C. IN LIBER 271 AT FOLIO 138.

2300013132

CO:413 2300013132

After Recording Mail to:

VAN NESS, Inc

P.O. Box 9492

WASH., D.C. 20016

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93000019739
1275MLN 90.00
TOTAL 90.00

PURCHASE 1
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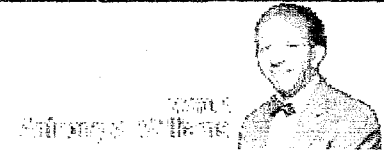
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Click on a property to view detail and assessment information.

Square/Footage/ Lot	Premise Address	Owner Name	Neighborhood	Sub- Neighborhood	Use Code	Ass \$
2051 0007	4225 CONNECTICUT AV NW	TEXACO REFINING & MARKET C/O TAX DEPT	FOREST HILLS		65	\$3,

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Source ID**	Transaction ID**	Tax Year	Deposit Date	Tax Collected	Interest Collected	Penalty Collected	Total
2052637001023	2052637001023	2005	09/19/2005	\$21,590.15	\$0.00	\$0.00	\$21,590.15
2062547051006	9100020258490	2006	09/11/2006	\$22,482.40	\$0.00	\$0.00	\$22,482.40
2061007018022	9100017021958	2006	04/03/2006	\$19,896.92	\$337.24	\$2,248.24	\$22,482.40
2051107041001	2051107041001	2005	03/31/2005	\$21,590.15	\$0.00	\$0.00	\$21,590.15

*Only payments received on or after January 14, 2005 are displayed on this page.

**Payments where Transaction ID and Source ID differ indicate that one payment paid off multiple year liability.

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Address: 4225 CONNECTICUT AV NW

SSL: 2051 0007

Record Details

Neighborhood: FOREST HILLS **Sub-Neighborhood:**

Use Code: 65 - Vehicle Service Station-Vintag **Class 3 Exception:** No

Tax Type: TX - Taxable **Tax Class:** 002 - Non-Residential

Homestead Status: ** Not receiving the Homestead Deduction

Assessor: SUZANNE GARBER ROSS

Gross Building Area: **Ward:** 3

Land Area: 15,435 **Triennial Group:** 1

Owner and Sales Information

Owner Name: TEXACO REFINING & MARKET C/O TAX DEPT

Mailing Address: PO BOX 9492; WASHINGTON DC20016-9492

Sale Price: Not Available

Sale Date: Not Available

Instrument No.:

Tax Year 2007 Preliminary Assessment Roll

	Current Value	Proposed New Value (2007)
Land:	\$2,160,900	\$2,963,520
Improvements:	\$269,630	\$294,290
Total Value:	\$2,430,530	\$3,257,810
Taxable Assessment:	\$2,430,530	\$3,257,810

* Taxable Assessment after Tax Assessment Credit and after \$60,000 Homestead Credit, if applicable. (Click here for more information)

** If you believe you should be receiving tax relief through the Homestead deduction program and if you are domiciled in the District and this property is your principal place of residence, you can access the link below, complete the form, and return it per the instructions. For additional information regarding the Homestead program, call (202)727-4TAX. Click here to download the Homestead Deduction and Senior Citizen Tax Relief application *

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Organization Name / State	Status	Date	File No.
KURI BROTHERS, INC., DC	REVOKED	6/27/1994	942064

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John A. Wilson Building
1350 Pennsylvania Avenue,
NW
Washington, DC 20004



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Organization Details - Step 1 2 3

To view another organization from the search, select the **Return to Search Results** button below. You may also **print** the organization details, or start a **new search**. Use the **Back to Main Page** button to continue the registration process.

Organization

Organization Name: KURI
BROTHERS,
INC.

State: DC

Status: REVOKED

Initial Date of Registration: 6/27/1994

File No.: 942064

Organization Type: DOMESTIC
BUSINESS
CORPORATION

Registered Agent

Koo Yuen
4522 Albermarl Street, N.W.
Washington, DC 20016

[<< Back to Main Page](#)

[< Return To Search Results](#)

[Print Results](#)

[New Search](#)

For more information, contact the Corporation Division at (202) 442-4400 or email us.

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Columbia
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ONLINE SERVICE REQUESTS

Registered Organization Search

STEP 1 **2** 3 Your Search Results

Searched for: **Van Ness Auto Care**

Your search for Van Ness Auto Care resulted in no matches.

[Return To Organization Homepage](#)

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Registered Organization Search

STEP 1 **2** 3 Your Search Results

Searched for: **Lowest Price Incorporated**

Your search for Lowest Price Incorporated resulted in no matches.

[Return To Organization Homepage](#)
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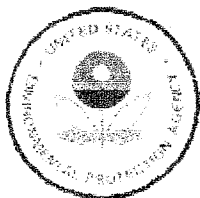
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U.S. Environmental Protection Agency Envirofacts Data Warehouse

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GO

[EPA Home](#) > [Envirofacts](#) > [Multisystem](#) > [Report](#)

MultiSystem Report



Envirofacts

**Report
an
Error**

**LOWEST PRICE INCORPORATED
4225 CONNECTICUT AVENUE NORTHWEST
WASHINGTON, DC 20008**

[Map this facility](#)

[EPA Facility Information](#)

This query was executed on SEP-27-2006

AIRS / AFS Information

<u>PLANT NAME:</u>	LOWEST PRICE INC.	<u>COMPLIANCE SYSTEM</u>	G0020
<u>AFS PLANT ID:</u>		<u>PLANT ID:</u>	
<u>LATITUDE:</u>	0	<u>LONGITUDE:</u>	0
<u>DUNS</u>		<u>PRINCIPAL PRODUCT:</u>	
<u>NUMBER:</u>		<u>EMERGENCY</u>	
<u>INVENTORY</u>		<u>CONTROL:</u>	
<u>YEAR:</u>		<u>COMPLIANCE STATUS:</u>	IN COMPLIANCE - INSPECTION
<u>CLASS CODE:</u>	POTENTIAL UNCONTROLLED EMISSIONS < 100 TONS/YR		

The current AIRS/AFS database does not have any pollutant data for this facility.

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Last updated on Wednesday, September 27th, 2006
http://oaspub.epa.gov/enviro/multisys2.get_list

http://oaspub.epa.gov/enviro/multisys2.get_list?facility_uin=110001968461

9/27/2006

ICIS	2655834	FORMAL ENFORCEMENT ACTION	ICIS	10/07/2002	0303 FORMAL ENFORCEMENT ACTION
------	---------	---------------------------	------	------------	-----------------------------------

Facility Mailing Addresses

Affiliation Type	Delivery Point	City Name	State	Postal Code	Information System
CONTACT/GENERAL	4225 CONNECTICUT AVENUE, N. W.	WASHINGTON, D. C.	DC	20008	AIRS/AFS

NAICS Codes

No NAICS Codes returned.

SIC Codes

Data Source	SIC Code	Description	Primary
ICIS	5411	GROCERY STORES	
AIRS/AFS	5541	GASOLINE SERVICE STATIONS	
ICIS	5541	GASOLINE SERVICE STATIONS	

Contacts

Affiliation Type	Full Name	Office Phone	Information System	Mailing Address
CONTACT/COMPLIANCE	MR SYOUM ZELKE	2029665955	AIRS/AFS	

Organizations

No Organizations returned.

Alternative Names

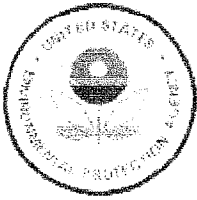
No Alternative Names returned.

Query executed on: SEP-27-2006

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Last updated on Wednesday, September 27th, 2006
http://oaspub.epa.gov/enviro/fii_query_dtl_disp_program_facility

http://oaspub.epa.gov/enviro/fii_query_dtl_disp_program_facility?p_registry_id=11000196... 9/27/2006



U.S. Environmental Protection Agency Facility Registry System (FRS)

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[EPA Home](#) > [Envirofacts](#) > [FRS](#) > [Report](#)



FRS

Facility Detail Report

**Report
an
Error**

Facility Name:	LOWEST PRICE INCORPORATED
Location Address:	4225 CONNECTICUT AVENUE NORTHWEST
Supplemental Address:	
City Name:	WASHINGTON
State:	DC
County Name:	DISTRICT OF COLUMBIA
ZIP/Postal Code:	20008
EPA Region:	03
Congressional District Number:	00
Legislative District Number:	
HUC Code:	02070010
Federal Facility:	NO
Tribal Land:	
Latitude:	38.943402
Longitude:	-77.063038
Method:	ADDRESS MATCHING-HOUSE NUMBER
Reference Point Description:	
Duns Number:	
Registry ID:	110001968461

[Map this facility](#)

Environmental Interests

Information System	Information System ID	Environmental Interest Type	Data Source	Last Updated Date	Supplemental Environmental Interests:
AIRS/AFS	11001G0020	AIR MINOR	AIRS/AFS	09/08/1999	
ICIS	2655834	ENFORCEMENT/COMPLIANCE ACTIVITY	ICIS	10/22/2004	ICIS-03-2002-0303 FORMAL ENFORCEMENT ACTION
					ICIS-03-2002-



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Registered Organization Search

STEP 1 2 3 Your Search Results

Searched for: **Texaco Refining**

We have found the following results for your query. Click on the radio button next to the organization you wish to view, then click the **Continue To** button below to view the organization's registration information and status.

Organization Name / State	Status	Date	File No.
TEXACO REFINING AND MARKETING (EAST) INC., DE	WITHDRAWAL	12/7/1988	884597
TEXACO REFINING AND MARKETING, INC., DE	WITHDRAWAL	4/3/1990	901229

Page 1

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Review Organization Information

For more information, contact the Corporation Division at (202) 442-4400 or email us.

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Organization Details - Step 1 2 3

To view another organization from the search, select the **Return to Search Results** button below. You may also **print** the organization details, or start a **new search**. Use the **Back to Main Page** button to continue the registration process.

Organization	Registered Agent
Organization Name: TEXACO REFINING AND MARKETING (EAST) INC.	Prentice Hall Corporation System 1090 Vermont Ave., N.W. Washington, DC 20005
State: DE	
Status: WITHDRAWAL	
Initial Date of Registration: 12/7/1988	
File No.: 884597	
Organization Type: FOREIGN BUSINESS CORPORATION	

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To view another organization from the search, select the **Return to Search Results** button below. You may also **print** the organization details, or start a **new search**. Use the **Back to Main Page** button to continue the registration process.

Organization

Registered Agent

Organization Name:

TEXACO
REFINING AND
MARKETING,
INC.

Prentice Hall Corporation System
1090 Vermont Ave., N.W.
Washington, DC 20005

State: DE

Status: WITHDRAWAL

Initial Date of Registration: 4/3/1990

File No.: 901229

Organization Type: FOREIGN
BUSINESS
CORPORATION

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WELCOME TO WASHINGTON
District of Columbia

MAYOR
Anthony A. Williams

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Registered Organization Search

STEP 1 2 3 Your Search Results

Searched for: van ness car care center

Your search for van ness car care center resulted in no matches.

[Return To Organization Homepage](#)[Print Page](#)[New Search](#)

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STEP 1 2 3 Your Search Results

Searched for: **star enterprises**

Your search for star enterprises resulted in no matches.

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To view another organization from the search, select the **Return to Search Results** button below. You may also **print** the organization details, or start a **new search**. Use the **Back to Main Page** button to continue the registration process.

Organization**Organization Name:** STATEWIDE STATIONS, INC.**State:** DE**Status:** REVOKED**Initial Date of Registration:** 3/3/1966**File No.:** 660314**Organization Type:** FOREIGN BUSINESS
CORPORATION**Registered Agent**

United States Corporation Company
1025 Vermont Ave., N. W. Suite 1125
Washington, DC 20000

<< Back to Main Page

< Return To Search Results

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For more information, contact the Corporation Division at (202) 442-4400 or email us.

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John A. Wilson Building
1350 Pennsylvania Avenue, NW
Washington, DC 20004

Form BLRA-15 (11/21/83)
84-4P607-wd73

BUILDING PERMIT

Date 11-5-85 (Type) REPAIR WORK
Address of work 4225 CANTERBURY W.
Permission is hereby granted to

REXCO INC.
who is authorized to perform the work described herein at the address shown above in strict accordance with the conditions stated on BOTH sides of this permit.

Authorized work and conditions of performance thereof:

PERMIT NO. B813093

Lot Square

TOTAL PERMIT FEE \$

FILING FEE \$

DATE

FEE PAYABLE \$

FOR INSPECTIONS CALL 724-8895

(To be filled in if applicable)

Builder—

Width of Bldgs.

Length

Height

Value \$

No. of Bldgs.

Zone

Height of terrace above grade

To be occupied as

No. of Stories

Projections:

Address of owner

Chief, Permit Issuance Branch

Deposit No.

Amount \$

By

Permit Clerk

DEPT. OF CONSUMER AND REGULATORY AFFAIRS, GOV'T. OF DIST. OF COL.

P
E
R
M
I
T

PRE-FILE NUMBERS		ZONING DISTRICT	FILE NUMBER	PERMIT NUMBER	
DES No.	O.G. No.	C3A	Use Group Classification:	B310893	By:
H.P.A. No.	S.L. No.			Date: 11/6/85	Receipt No. 1435X00

★★★ GOVERNMENT
OF THE DISTRICT
OF COLUMBIA

BLRA-33
(Rev. 5/85)

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION; PERMIT PROCESSING DIVISION (727-7039)

APPLICATION FOR CONSTRUCTION PERMITS ON PRIVATE PROPERTY
(PRINT IN INK OR TYPE; DO NOT WRITE IN SHADED AREAS ON PAGE 4)

(A) ALL APPLICANTS MUST COMPLETE ITEMS 1 THRU 27

1. Address of Proposed Work: 4225 Connecticut Ave NW		Suite No.	2. Lot(s): 5	3. Square: 2051	4. Application Date: 10-15-85
5. Owner of Building or Property: TEXACO INC.		6. Address: (include Zip) 3800 Rickett Rd FAIRFAX, VA 22030			7. Phone: Work: 425-68 Home:
8. Agent for Owner (if applicable): DAVID HOME YORK Service Co. Inc.		9. Address: (include Zip) 910 First St. SE WASH. DC 20003			10. Phone: 488-7444
11. Type of Proposed Work (check all applicable boxes):					
☐ New Building ☐ Retaining Wall ☐ Garage ☐ Addition ☐ Fence ☐ Sign ☐ Alteration and Repair ☐ Shed ☒ Other (Specify) TANK Replacement ☐ Raze Building ☐ Awning					
12. Description of Proposed Work: Remove EXISTING TANKS - 4-4,000, 1-10,000 2-550 1- ABANDON IN PLACE to 10,000 Fiberglass TANK Install 4-10,000 gallon Double wall TANKS 2-550 gallon TANKS for waste oil and Fuel oil					
13. Existing Use(s) of Building or Property: Service Station			14. No. of Stories: 1	15. No. of Dwel. Units:	Official Use Only Miscellaneous FEE \$ 45.00 By: [Signature] Nov 0
16. Proposed Use(s) of Building or Property: Same			17. No. of Stories:	18. No. of Dwel. Units:	
19. Starting Date of Work: 11/85	20. Completion Date: of Work: 12/85	21. Method of Removing Construction Debris: ☐ Pick-up Truck ☐ Dumpster ☒ Other (specify): Dump Truck		22. Does the proposed work involve disturbing the earth or razing a building? ☒ Yes, answer q. 23 ☐ No, SKIP q. 23-27	
23. Is the area of disturbed earth more than 50 sq. ft. ☒ Yes, answer q. 24-25 ☐ No, SKIP q. 26-27		24. Soil Erosion Control Methods: Haul Away		25. Area of Offsite Drainage: sq. ft.	26. No. of Footings or Columns:
					27. Size of Footings or Columns:

ALWAYS SIGN THE APPLICATION ON PAGE 3 (SECTION I).

Complete Section B if the proposed work is **new building, addition or alteration.** (Page 2)
 Complete Section C if the proposed work is **razing** a building. (Page 2)
 Complete Section D if the proposed work is a **retaining wall.** (Page 2)
 Complete Section E if the proposed work is a **fence.** (Page 3)
 Complete Section F if the proposed work is a **shed/garage.** (Page 3)
 Complete Section G if the proposed work is an **awning.** (Page 3)

(J) APPROVALS (DO NOT WRITE ON THIS PAGE; OFFICIAL USE ONLY):

A. PERMIT CONTROL

- ☐ 1. Fine Arts by: _____ Date: _____
- ☐ 2. Landmark by: _____ Date: _____
- ☐ 3. PADC by: _____ Date: _____
- ☐ 4. Cap. Gateway by: _____ Date: _____
- ☐ 5. W/H Precinct by: _____ Date: _____
- ☒ 6. Flood Control by: _____ Date: _____
- ☒ 7. WMATA by: Depl. Bure Date: 11/4/85
- ☐ 8. Condem. by: _____ Date: _____
- ☐ 9. RLA by: _____ Date: _____
- ☐ 10. Rental Acccom. by: _____ Date: _____

B. CLEARANCE TO FILE PLANS

- ☐ 1. Eng. Tech. by: _____ Date: _____
- ☐ 2. Zoning by: _____ Date: _____
- ☐ 3. DPW — Permit and Records Division
- Access to Parking Street ☐ Street
- ☐ Alley
- Cleared by: _____ Date: _____
- ☐ 4. DPW - Consumer Engineer
- Cleared by: _____ Date: _____
- ☐ 5. Stru. Eng. by: _____ Date: _____

Restrictions of the Permit:

Log No. 3120 Dept. Consumer & Reg. affairs
Installed with Stg 1 ~~noise~~ Controls.

Nov. 5, 1985 Karen A. Randolph

Karen A. Randolph

O.K. to issue
Not subject to Baseline Service
Station Act. E. Rifer

~~THIS PERMIT DOES NOT APPLY TO
CHANGING SIDEWALK WITH CURBS~~

C. PLANS AND APPLICATION APPROVAL

- ☒ 1. Information Counter by: ES Date: 11/4/85
- ☐ 2. Information Center by: _____ Date: _____
- ☐ (a) ABC Board by: _____ Date: _____
- ☒ (b) Air Pollution by: KAR Date: 11/5/85
- ☐ (c) Noise Control by: _____ Date: _____
- ☐ (d) Industrial Safety by: _____ Date: _____
- ☐ (e) Permit Info. Br. Utility Clearance
by: _____ Date: _____
- ☐ (f) General Liability Ins. Policy Clearance
by: _____ Date: _____
- ☐ (g) D.C. Animal by: _____ Date: _____
- ☐ (h) Police Dept. by: _____ Date: _____
- ☐ 3. Zoning by: Shaw Date: 11/4/85
- ☐ 4. DPW - Permit and Records Division (Deposit #
Sidewalk Deposit \$ _____ Driveway Deposit \$ _____
by: Shaw Date: 11-4-85
- ☐ 5. Water/Sewer Design Branch
- ☐ (a) Water/Sewer Alloc. by: _____ Date: _____
- Capacity Reserved: _____ Gal./Day
- Expiration Date: _____
- ☐ (b) Water/Sewer Availability
by: _____ Date: _____
- ☐ (c) Water Meter Division
by: _____ Date: _____
- ☐ (d) Vector Control by: _____ Date: _____
- ☐ (e) Consumer Eng. by: _____ Date: _____
- ☐ 6. Erosion Control by: Q Date: 11/85
- Plan No. _____
- ☐ 7. Mechanical Eng. Review by: _____ Date: _____
- ☐ 8. Plumbing Eng. Review by: _____ Date: _____
- ☐ 9. Electrical Eng. Review by: _____ Date: _____
- ☐ 10. Health Plan Review
- ☐ (a) Food Plan Review by: _____ Date: _____
- ☐ (b) Medical X-ray Plan Rev.
by: _____ Date: _____
- ☐ 11. D.C. Fire Dept. (Fire Prevention Plan Review Section)
by: M. Ryan Date: 11/4/85
- ☐ 12. Elevator Plan Rev. Sec. by: _____ Date: _____
- ☐ 13. Plumbing Insp. Rev. by: _____ Date: _____
- ☐ 14. Construction Insp. Rev. Sec. (Field Check)
by: _____ Date: _____
- ☐ 15. Structural Eng. by: Robb Date: NOV 26
- ☐ 16. Permit and Certificate Issuance Counter
- ☐ (a) Permit and Certificate (Issuance) Review
by: _____ Date: _____
- ☐ (b) D.C. Cashier by: _____ Date: _____
- ☐ (c) Permit and Certificate Issuance (Typing)
by: _____ Date: _____

DPW — PUBLIC SPACE

Street Name: _____

Street Width: _____

Road Width: _____

Sidewalk Width: _____

Parking: _____

Restrictions: _____

Zoning

Fire Dept.

Construction Insp.

Built Before 3/8/46?

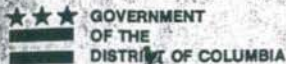
☐ Yes ☐ No

Class 1 2 3 4

B143158

ISSUED 11/28/85

NOT TO SCALE



BLRA-18
(Rev. 6/88)
8-5100

Department of Consumer and Regulatory Affairs
Building and Land Regulation Administration
Permit Processing Division

614 H Street, N.W., Room 200
Washington, D.C. 20001

BUILDING PERMIT

49005031

03/26/1990

TYPE OF WORK: ALTERATION/REPAIR *Addition*
ADDRESS OF PROPOSED WORK: 4225 CONNECTICUT AV NW
SQUARE: 2051 SUFFIX: LOT: 0005 NUM OF LOTS: 2

PERMIT FEE: 382.00

ISSUED TO: 4221 CONN AVE ASSOC.

To perform the work described herein at the address shown above in strict accordance with the conditions stated on BOTH sides of this permit. THIS PERMIT MUST ALWAYS BE CONSPICUOUSLY DISPLAYED AT THE ADDRESS OF WORK UNTIL WORK IS COMPLETED.

DESCRIPTION OF WORK:
ALTERATION/REPAIR TO SEVICE STATION AS PER PLANS.

WORK RESTRICTIONS:
NO MECHANICAL OR PLUMBING WORK.

BUILDER:
ZONE: C3A USE CODE: 6554101M
OWNERS ADDRESS: 4225 CONNECTICUT AV NW

EST VALUE:

1540000
~~41900~~ BLDG:

STORIES:

WIDTH:

LENGTH:

HEIGHT:

WASHINGTON DC 20009

FOR INSPECTIONS CALL 727-7562

D. Mincer
Contact Representative

P 009273

Donald G. Murray
Donald G. Murray
DIRECTOR

PRE-FILE NUMBERS		ZONING DISTRICT	FILE NUMBER	PERMIT NUMBER	
DES No.:	O.G. No.:	C3A	Use Group Classification:	Date:	By:
H.P.A. No.:	S.L. No.:			Receipt No.	9487X6

★★★ GOVERNMENT
OF THE DISTRICT
OF COLUMBIA
BLRA-33
(Rev. 10/86)

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION; PERMIT PROCESSING DIVISION (727-7050)

APPLICATION FOR CONSTRUCTION PERMITS ON PRIVATE PROPERTY

(PRINT IN INK OR TYPE; DO NOT WRITE IN SHADED AREAS ON PAGE 4)

Walk from M 3/26/90

490072

(A) ALL APPLICANTS MUST COMPLETE ITEMS 1 THRU 27

1. Address of Proposed Work: Texaco - 4225 Connecticut Ave., NW Washington D.C.		Suite No.	2. Lot(s): 7	3. Square: 2051	4. Application Date
5. Owner of Building or Property: Yuen Pui VAN NEE INC		6. Address: (include Zip) 4225 Connecticut Ave, NW Washington, D.C.			7. Phone: Work: 966-5955 Home:
8. Agent for Owner (if applicable):		9. Address: (include Zip)			10. Phone:
11. Type of Proposed Work (check all applicable boxes):					
☐ New Building ☐ Retaining Wall ☐ Garage ☐ Addition ☐ Fence ☐ Sign ☒ Alteration and Repair ☐ Shed ☐ Other (Specify) Service Station ☐ Raze Building ☐ Awning					
12. Description of Proposed Work: Rework (2) existing islands as follows: Remove (2) existing dispenser from the center of each island. Repipe and rework island to accommodate (2) new dispensers on either side of existing island. Existing 1,000 gallon Fuel Oil tank will be replaced with 4,000 gallon diesel tank complete with tank monitoring system. New product lines will be run to dispensers.					
13. Existing Use(s) of Building or Property: Service Station			14. No. of Stories: 1	15. No. of Dwel. Units: 0	Official Use Only Miscellaneous FEE \$ 5.00 By: [Signature] Date: 3/26/90
16. Proposed Use(s) of Building or Property: Service Station			17. No. of Stories: 1	18. No. of Dwel. Units: 0	
19. Starting Date of Work: 04-01-90	20. Completion Date of Work: 05-01-90	21. Method of Removing Construction Debris: ☐ Pick-up Truck ☐ Dumpster ☒ Other (specify): Tandem Dumptruck		22. Does the proposed work involve disturbing the earth or razing a building? ☒ Yes, answer q. 23 ☐ No, SKIP q. 23-27	
23. Is the area of disturbed earth more than 50 sq. ft? ☒ Yes, answer q. 24-25 ☐ No, SKIP q. 26-27	24. Soil Erosion Control Methods: Straw bails, lot to be broom swept daily. All soil removed from site.		25. Area of Offsite Drainage: sq. ft.	26. No. of Footings or Columns: 0	27. Size of Foot or Columns: 0 sq.

ALWAYS SIGN THE APPLICATION ON PAGE 3 (SECTION I).

Complete Section B if the proposed work is new building, addition or alteration. (Page 2)
 Complete Section C if the proposed work is razing a building. (Page 2)
 Complete Section D if the proposed work is a retaining wall. (Page 2)
 Complete Section E if the proposed work is a fence. (Page 3)
 Complete Section F if the proposed work is a shed/garage. (Page 3)
 Complete Section G if the proposed work is an awning. (Page 3)
 Complete Section H if the proposed work is a sign. (Page 3)

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION

BUILDING PERMIT

PERMIT NO. **B 339539**

Date **5/19/89** (Type) **ALTERATION/REPAIR**

Address of work **4225 CONNECTICUT AVENUE, NW**

Lot **7** Square **2051**

Permission is hereby granted to **(GROUND LEVEL)**

TOTAL PERMIT FEE \$

4225 CONNECTICUT AVE. NW LIMITED PARTNERSHIP

FILING FEE \$

who is authorized to perform the work described herein at the
address shown above in strict accordance with the conditions
stated on BOTH sides of this permit.

NO. DATE

FEE PAYABLE **\$ 75.00**

Authorized work and conditions of performance thereof:

FOR INSPECTIONS CALL 727-7562

- 1) REMOVE FENCE IN REAR LOT AND RESURFACE. 2) RESURFACE FRONT LOT
AREA AND CURB REMOVE 3) REMOVE WALL IN OFFICE SALE AREA. 4) STUCCO
THE REAR AND SIDE EXTERIOR WALL AS PER PLAN.

Builder—

Value \$ **3000.00** No. of Bldgs.

Width of Bldgs.

Length

Height

No. of Stories **1**

Zone

C-3-A

To be occupied as

SERVICE STATION

Height of terrace above grade

Projections:

Chief, Permit Issuance Branch

Address of owner

Deposit No. **SAME AS ABOVE** Amount \$

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

By **MCDONNELL**
Permit Clerk

Donald B. Munn
DIRECTOR

**THIS PERMIT DOES NOT AUTHORIZE
CROSSING SIDEWALK WITH TRUCKS**

P
E
R
M
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T

PRE-FILE NUMBERS		ZONING DISTRICT	FILE NUMBER	PERMIT NUMBER
DES No.:	O.G. No.:	C-3-A	Use Group Classification:	By: <i>B-339538/14</i>
H.P.A. No.:	S.L. No.:			Date: <i>5/19/89</i>

*** GOVERNMENT
OF THE DISTRICT
OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION; PERMIT PROCESSING DIVISION (727-7050)

BLRA-33
(Rev. 10/86)

APPLICATION FOR CONSTRUCTION PERMITS ON PRIVATE PROPERTY

(PRINT IN INK OR TYPE; DO NOT WRITE IN SHADED AREAS ON PAGE 4)

"OK to issue"

as per E.P. Far. 5/19/89

(A) ALL APPLICANTS MUST COMPLETE ITEMS 1 THRU 27

1. Address of Proposed Work: <i>4225 Connecticut Ave, N.W.</i>		Suite No. <i>Ground Level</i>	2. Lot(s): <i>7</i>	3. Square: <i>2051</i>	4. Application Date: <i>5/19/89</i>
5. Owner of Building or Property: <i>4225 Connecticut Ave, N.W. United Partnership</i>		6. Address: (include Zip) <i>4225 Conn. Ave. N.W. 2008</i>		7. Phone: <i>966-595</i> Work: Home: <i>966-595</i>	
8. Agent for Owner (if applicable): <i>Koo L. Yuen - Gen. Partner</i>		9. Address: (include Zip) <i>4225 Connecticut Ave N.W. 2008</i>		10. Phone: <i>966-595</i>	
11. Type of Proposed Work (check all applicable boxes):					
☐ New Building ☐ Retaining Wall ☐ Garage ☐ Addition ☒ Fence Remove ☐ Sign ☒ Alteration and Repair ☐ Shed ☒ Other (Specify) <i>Resurface Rear Lot and Front Lot</i> ☐ Raze Building ☐ Awning					
12. Description of Proposed Work: (1) Remove Fence in Rear Lot and Resurface (2) Resurface Front Lot Area and curb remove. (3) Remove wall in Office SALE Area. (4) Stucco the Rear + side Exterior WALL.					
13. Existing Use(s) of Building or Property: <i>Service Station</i>			14. No. of Stories: <i>1</i>	15. No. of Dwel. Units: <i>1</i>	Official Use Only Miscellaneous FEE \$ By: Date:
16. Proposed Use(s) of Building or Property: <i>SAME</i>			17. No. of Stories: <i>1</i>	18. No. of Dwel. Units: <i>1</i>	
19. Starting Date of Work: <i>5/21/89</i>	20. Completion Date: of Work: <i>8/21/89</i>	21. Method of Removing Construction Debris: ☒ Pick-up Truck ☐ Dumpster ☐ Other (specify):		22. Does the proposed work involve disturbing the earth or razing a building? ☐ Yes, answer q. 23 ☒ No, SKIP q. 23-27	
23. Is the area of disturbed earth more than 50 sq. ft? ☐ Yes, answer q. 24-25 ☒ No, SKIP q. 26-27	24. Soil Erosion Control Methods: <i>NOTES 1-8</i>		25. Area of Offsite Drainage: <i>N/A</i> sq. ft.	26. No. of Footings or Columns: <i>N/A</i>	27. Size of Footings or Columns: <i>N/A</i> sq.

ALWAYS SIGN THE APPLICATION ON PAGE 3 (SECTION I).

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SEP 09 '93 05:07PM DORA ENFD 727 7829

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
OFFICE OF COMPLIANCE



Mr. Koo L. Yuen, President
Van Ness, Inc.
4225 Connecticut Avenue, N.W.
Washington, D.C. 20016

SERVE: Anthony Chowney, Registered Agent
4225 Connecticut Avenue, N.W.
Washington, D.C. 20016

COMPLIANCE ORDER

RE: 4225 Connecticut Avenue, N.W.

Dear Mr. Yuen:

Please be advised that you are in violation of the District of Columbia Code, Section 5-426, which governs building permits, and reads in pertinent part as follows:

"It shall be unlawful to erect, construct, reconstruct, convert or alter any building or structure or part thereof within the District of Columbia without obtaining a building permit..."

After on-site inspections and a review of Departmental records regarding 4225 Connecticut Avenue, N.W., it has been determined that you have failed to obtain the necessary building permits for several structures on the premises. Therefore, you are hereby ordered to:

1. Remove the storage trailer: Inspections of the site confirm the presence of a trailer which is being used for storage. No building permit was obtained prior to placing this structure on the premises. This structure must be removed within 14 (fourteen) days of receipt of this Order.

2. Cease operation of the car wash: Inspections of the site and a review of all building permits for the site indicate that a service bay was converted to a car wash without the necessary building permits for such conversion. In addition, the operation of the car wash is deemed to create an unsafe condition for vehicular and pedestrian traffic in the immediate neighborhood due to the unavailability of reservoir space for cars in line for

-2-

the car wash. The car wash operation must be discontinued within 24 (twenty-four) hours of receipt of this Order.

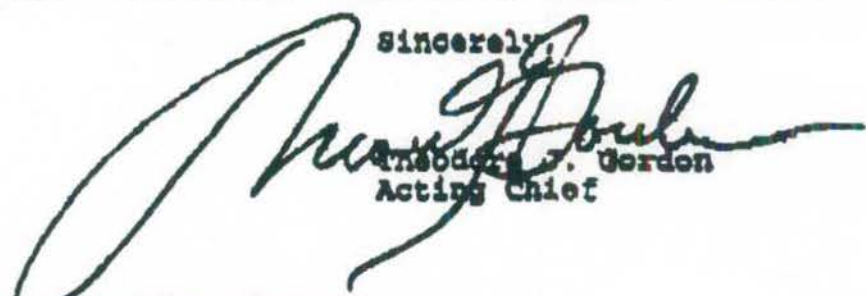
3. Apply for construction permits for the Office: Inspections of the site and a review of all building permits for the site indicate that a service bay was converted to office use without the necessary building permits for such conversion. You are hereby ordered to submit the necessary plans, plat and application and obtain a building permit or remove the office use within 15 (fifteen) days of receipt of this Order.

4. Removal of air hose and vacuum from public space: You are ordered to remove the air hose and vacuum from public space within 15 (fifteen) days of receipt of this Order.

Your failure to comply with this Order within the prescribed time periods set forth will result in this matter being immediately directed to the Office of Corporation Counsel for appropriate action. Noncompliance with the provisions of this Order may result in the imposition of severe penalties. In addition to providing for injunctive and other appropriate relief, D.C. Code, Section 5-426 provides for fines of "\$100 per day for each and every day such violation shall continue."

If you have any questions, please direct your inquiries to Miriam Hellen Jones, Esq., Enforcement Officer, on (202) 727-7770.

Sincerely,



Theodore J. Gordon
Acting Chief

cc: Hampton Cross, Acting Director

Patricia Montgomery
Acting Administrator
Building & Land Regulation Administration

727-
7140