

SETTLEMENT AGREEMENT (Waffle Shop)

THIS SETTLEMENT AGREEMENT is entered into as of the 30th day of July, 2007, by and among the D.C. Preservation League, the Art Deco Society of Washington, the Committee of 100 on the Federal City, the Downtown Artists Coalition, and the Society for Commercial Archaeology (collectively, the "**Preservation Groups**"), Jemal's Up Against the Wall L.L.C. ("**Jemal**"), Jemal's Walker Boyd LLC ("**Walker Boyd**"), the District of Columbia Office of Planning ("**OP**"), and the District of Columbia Historic Preservation Office ("**HPO**").

RECITALS

A. The DC Preservation League is a District of Columbia non-profit corporation governed by a board of directors and officers. The mission of the DCPL is to preserve, protect, and enhance the historic built environment of Washington, D.C., through advocacy and education.

B. The Art Deco Society of Washington is a District of Columbia nonprofit organization established to foster public awareness and appreciation of the Art Deco period.

C. The Committee of 100 on the Federal City is a District of Columbia nonprofit corporation governed by a board of trustees and officers. The purpose of the Committee is to safeguard and advance Washington's historic distinction, natural beauty and overall livability.

D. The Downtown Artists Coalition is a nonprofit organization established to preserve, promote and operate affordable artist's studio spaces.

E. The Society for Commercial Archaeology is a _____ organization established to _____.

F. Jemal is a District of Columbia limited liability company and the owner of the property at 10th and F Streets, N.W., Washington, D.C., at Lots 18, 19, 819, 820 and 821 in Square 347 ("**Property**"). The Property is located in the Pennsylvania Avenue National Historic Site, an historic area listed in the National Register of Historic Places and the D.C. Inventory of Historic Sites. It includes the building located at 522 10th Street, N.W. (Square 347, Lot 820), known as the "**Waffle Shop**."

G. Douglas Development Inc. is the managing member of Jemal and several other limited liability companies that own parcels of land within Squares 450 and 451 in the District of Columbia (the "**Douglas LLCs**"). The Douglas LLCs intend to redevelop their property with a new mixed-use building that incorporates many of the existing historic buildings on the property into the new construction. The properties located in Squares 450 and 451 are located in the Mount Vernon Square Historic District (the "**Mount Vernon Properties**"). Walker Boyd, a Douglas LLC, is the owner of the property known as Lot 807 in Square 450, premises address 1025 7th Street, N.W., Washington, D.C.

H. OP is an agency within the executive branch of the District of Columbia Government.

I. HPO is a subordinate office within OP and, among other things, serves as the staff to the District of Columbia Historic Preservation Review Board ("**HPRB**") and the Mayor's Agent for Historic Preservation ("**Mayor's Agent**"), pursuant to the District of Columbia Historic Landmark and Historic District Protection Act, D.C. Code Ann. § 6-1101 *et seq.* (2001 ed.) (the "**Act**").

J. Jemal intends to develop the Property with a new commercial office building with retail uses on the ground floor, and will incorporate the existing historic structure at the corner of 10th and F Streets, N.W., into the new design (the "**Project**"). In June and July 2006, pursuant to the Act and its implementing regulations, the HPRB adopted the HPO recommendations to approve the concept for the Project, which includes demolition of the Waffle Shop but salvage of several of its character-defining features. Copies of the adopted HPO recommendations are attached hereto as Attachment A. Jemal represents that the Project cannot be constructed if the Waffle Shop is preserved in situ.

K. In December 2006, the Preservation Groups expressed their interest in preserving the Waffle Shop in situ and their intent to file a landmark application. Since that time, the Preservation Groups, Jemal, HPO and OP have engaged in extensive negotiations to find a mutually acceptable solution that would preserve the Waffle Shop and allow the Project to proceed.

L. On June 19, 2007, Jemal filed an application with the District of Columbia Zoning Commission for a planned unit development in order to construct the Project (the "**PUD Application**").

M. On April 25, 2007, Jemal filed an application to demolish the Waffle Shop.

N. On June 14, 2007, the Art Deco Society of Washington, the Committee of 100 on the Federal City, the Downtown Artists' Coalition, the Recent Past Preservation Network, and the Society for Commercial Archeology, filed an application with the HPRB to designate the interior and exterior of the Waffle Shop an historic landmark pursuant to the Act (the "**Landmark Application**"). Subsequently, the DC Preservation League became a sponsor of the nomination, as well.

O. The parties have reached an agreement that will permit Jemal to proceed with the Project as endorsed by HPRB, and relocate and incorporate the Waffle Shop in the redevelopment proposal for the Mount Vernon Properties, in cooperation with Walker Boyd, all as described in this Settlement Agreement.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual promises and covenants herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Obligations of Jemal

1.1. Documentation, Dismantling and Storage of the Waffle Shop. (a) Within six months after the Zoning Commission issues an order approving the PUD Project, Jemal shall document the existing conditions of the interior and exterior building materials of the Waffle Shop through photographs, drawings and written notes, to a level consistent with the standards used by the Historic American Building Survey of the U.S. National Park Service (the "**Documentation**"). Upon completion of the Documentation, Jemal shall dismantle the building materials, assess which materials are in good condition and reusable, which materials are too deteriorated for reuse, which elements should be retained or not retained, and catalog and label each piece to be retained (the "**Catalog**"). Jemal shall provide copies of the Documentation and Catalog to HPO and to each of the Preservation Groups within five (5) business days after each of the Documentation and Catalog is completed. Jemal shall salvage and reuse only building materials in good condition and that are necessary to convey the Art Deco style and configuration of the Waffle Shop. The Waffle Shop sign is specifically deemed to be necessary to convey the Art Deco style of the building. The salvaged building materials shall be stored at an appropriate location for later reassembly to a site consistent with this Settlement Agreement. Jemal shall notify HPO and the Preservation Groups of the location where the salvaged building materials are to be stored. Building materials that are not in good condition but are otherwise necessary to convey the Art Deco style and configuration of the Waffle Shop shall be recreated for use in the reassembled Waffle Shop by Jemal and/or Walker Boyd. Jemal and Walker Boyd shall retain the services of professionals qualified in the field of historic preservation who, in consultation with HPO, shall conduct the documentation, dismantling, cataloging, storage and reassembly of the salvaged building materials, and determine which materials are necessary to convey the Art Deco style and configuration of the Waffle Shop, all in accordance with ordinary and customary historic preservation practices, in consultation with HPO.

(b) Jemal shall amend the PUD Application to include the dismantling and storage of the Waffle Shop pursuant to this Paragraph 1.1 as a condition of PUD approval for the Project and shall record same among the land records of the District of Columbia as part of the PUD covenant for the Project. Consistent with the provisions of the Zoning Regulations, no certificate of occupancy may be issued for the Project unless Jemal dismantles and stores the Waffle Shop in accordance with this Settlement Agreement and the PUD covenant for the Project.

1.2. Reassembly and Reuse of the Waffle Shop. (a) Walker Boyd shall reassemble and rehabilitate the Waffle Shop at a site within Square 450 or Square 451, site to be determined in consultation with HPO, and shall recreate the building's original appearance as closely as possible, as part of the redevelopment of the Mount Vernon Properties (*that redevelopment*, the "**Mount Vernon Project**"). Walker Boyd, at its sole election, may reassemble the Waffle Shop on Lot 807 in Square 450 in advance of any necessary approvals for or construction of the Mount Vernon Project. Walker Boyd shall retain the services of professionals qualified in the field of historic

preservation who, in consultation with HPO, shall conduct the reassembly and rehabilitation of the Waffle Shop in accordance with ordinary and customary historic preservation practices, in consultation with HPO.

(b) Walker Boyd shall include the reassembly and reuse of the Waffle Shop property in Square 450 or 451 pursuant to this Paragraph 1.2 as part of any Planned Unit Development ("PUD") for the Mount Vernon Project such that reassembly of the Waffle Shop will be a condition of PUD approval and recorded among the land records of the District of Columbia as part of the PUD covenant for the Mount Vernon Project. Consistent with the provisions of the Zoning Regulations, no certificate of occupancy for the Mount Vernon Project may be issued for the Mount Vernon Project unless Walker Boyd reassembles the Waffle Shop in accordance with this Settlement Agreement and the PUD covenant for the Mount Vernon Project

1.3. Operation of a Waffle Shop at the Mount Vernon Properties. Walker Boyd shall lease the reassembled Waffle Shop at Lot 807 in Square 450 (or such other site as may be selected pursuant to Paragraph 5) to a waffle shop business or similar restaurant operation for a minimum of 15 years from the date a certificate of occupancy is issued for the Waffle Shop. If necessary, Jemal shall discount the rent on the Waffle Shop space to assist in its operation for the 15-year period. In the event a waffle shop business or similar restaurant operation is infeasible at this site during the 15-year period, Jemal shall lease the Waffle Shop to another retail business that allows public access. Any business occupying the Waffle Shop shall retain the exterior signage consistent with Paragraph 1.1 of this Agreement.

1.4. Insurance. Jemal shall secure and maintain sufficient insurance to cover the dismantling, storage, relocation and reassembly of the Waffle Shop at the Mount Vernon Properties, consistent with customary and ordinary historic preservation practices for similar projects. Jemal shall provide the parties with a copy of a certificate of insurance demonstrating compliance with this provision of this Settlement Agreement prior to undertaking the dismantling process.

1.5. No Opposition to Landmark Application. Neither Jemal nor Walker Boyd shall oppose the Landmark Application. In the event that the HPRB does not approve the Landmark Application, Jemal and Walker Boyd shall nevertheless be bound by the terms of this Settlement Agreement, except as provided in Paragraphs 4 and 5 of this Settlement Agreement.

2. Obligations of the Preservation Groups

2.1. Support for the PUD Application and Demolition of the Waffle Shop. The Preservation Groups, either individually or collectively, shall submit a letter, in substantially the same form as attached hereto as Attachment B-1, to the District of Columbia Office of Zoning indicating that the Preservation Groups support the preservation component of the PUD Application. The Preservation Groups, either individually or collectively, shall not oppose or assist any other person or group in opposing the PUD. The Preservation Groups, either individually or collectively, shall also submit a letter in substantially the same form as attached hereto as Attachment B-2, to the Mayor's Agent indicating that the Preservation Groups either support or do not oppose any demolition application necessary to effectuate the dismantling of the Waffle Shop in accordance with the terms of this Settlement Agreement. The letters required by

this Paragraph 2.1 shall be submitted, by mail or hand delivery, within five (5) business days after the effective date of this Settlement Agreement as they pertain to the PUD Application, and within 5 business days after notice pursuant to Paragraph 6 that Jemal has submitted its demolition application to the Mayor's Agent as they pertain to such application.

2.2 Support for Relocation of the Waffle Shop to the Mount Vernon Properties. The Preservation Groups, either individually or collectively, shall support the reassembly of the Waffle Shop within Square 450 or Square 451, and shall, at the request of Jemal or Walker Boyd, submit a letter, in substantially the same form as attached hereto as Attachment B-2, to any District government entity required to review or approve the Waffle Shop relocation.

3. Obligations of HPO and OP

3.1. Support of the Project Before HPRB and Mayor's Agent. HPO and OP shall support, before the HPRB and Mayor's Agent, any demolition application required to dismantle the Waffle Shop as "necessary in the public interest" in order to achieve the "special merit" features of the Project. "Necessary in the public interest" and "special merit" shall have the same meaning as set forth in the Act. HPO and OP shall deem the Project to be either consistent with the purposes of the Act or one of "special merit" by virtue of its special features of land planning that promote historic preservation of the Pennsylvania Avenue National Historic Site and the Waffle Shop, and any other features the HPO and OP deem appropriate.

3.2 Support of the PUD Application Before the Zoning Commission. OP shall support the PUD Application before the Zoning Commission by virtue of its land planning features that preserve the Pennsylvania Avenue National Historic Site and the Waffle Shop in fulfillment of the city's planning goals.

3.3. Support for Reassembly of the Waffle Shop in Square 450. HPO and OP shall support before the HPRB and, if necessary, the Mayor's Agent, the reassembly of the Waffle Shop within Square 450 or Square 451 as "necessary in the public interest," as that phrase is defined under the Act. In the event the reassembly of the Waffle Shop on within Square 450 or Square 451 is accomplished or is to be accomplished as part of the Mount Vernon Project, and the Mount Vernon Project proceeds as a PUD, OP shall recognize the reassembly of the Waffle Shop as one public benefit and project amenity in that PUD application before the Zoning Commission; provided, however, that OP shall not be required to support the entirety of any PUD application on the basis of the relocated and reassembled Waffle Shop alone. Except as provided for in Paragraph 5 of this Settlement Agreement, the Parties acknowledge and agree that failure of Walker Boyd to reassemble the Waffle Shop within Square 450 or Square 451 as part of the Mount Vernon Project PUD will prevent Walker Boyd from obtaining a certificate of occupancy for the Mount Vernon Project PUD.

4. Effective Date; Termination; Amendment.

4.1 Effective Date, Termination. This Settlement Agreement shall take effect on the date the last party signs it. If any of the following events occur, this Settlement Agreement shall

terminate automatically and the parties shall have no further rights or obligations under this Settlement Agreement:

- (i) The Zoning Commission does not approve the PUD Application for the Project;
- (ii) The Mayor's Agent does not approve the necessary demolition, alteration or new construction permit applications for the Project; or
- (iii) The 15-year period under Paragraph 1.3 ends.

4.2 Amendment. The parties may amend this Settlement Agreement only with the mutual written consent of each party to be bound by the amendment or whose interests are affected by the amendment.

5. Rights and Obligations If Reassembly of Waffle Shop in Square 450 is Denied.

If any District government entity denies reassembly and rehabilitation of the Waffle Shop within Square 450 or Square 451, (or if Jemal determines that reassembly or rehabilitation within Square 450 or Square 451 is not consistent with its plans for those squares), the parties are to engage in good faith negotiations to find another, suitable location for reassembly and rehabilitation of the Waffle Shop. Walker Boyd shall be obligated to reassemble and reuse the Waffle Shop on the substituted site as if Paragraphs 1.1, 1.2 and 1.3 above applied to that site. Jemal and/or Walker Boyd shall continue to store and carry insurance on the disassembled Waffle Shop until the Waffle Shop is reassembled at a new location. If the parties agree on an alternative site, then the last sentence of Paragraph 3.3 shall be applicable to the new site, rather than the Mount Vernon Project PUD.

6. Notice

Any notice or other communication required under this Settlement Agreement shall be in writing and delivered by hand-delivery, electronic mail, or certified mail with return receipt requested, upon the following:

If to Jemal: Mr. Douglas Jemal
Douglas Development Co.
702 H Street, N.W., Suite 400
Washington, D.C. 20001
[email address]

with copy to: Norman M. Glasgow, Jr.
Holland & Knight LLP
2099 Pennsylvania Ave., N.W., Suite 100
Washington, D.C. 20006
(202) 955-3000
norman.glasgowjr@hklaw.com

If to Walker Boyd: Mr. Douglas Jemal
Douglas Development Co.
702 H Street, N.W., Suite 400
Washington, D.C. 20001
[email address]

with copy to: Norman M. Glasgow, Jr.
Holland & Knight LLP
2099 Pennsylvania Ave., N.W., Suite 100
Washington, D.C. 20006
(202) 955-3000
norman.glasgowjr@hklaw.com

If to DCPL: Executive Director
D.C. Preservation League
401 F Street, N.W., Room 324
Washington, D.C. 20001
(202) 783-5144
info@dcpreservation.org

If to C100: Committee of 100 on the Federal City
1317 G Street, N.W.
Washington, D.C. 20005
(202) 628-8030
info@CommitteeOf100.net

with copy to:

If to Art Deco Society: Art Deco Society of Washington
P.O. Box 42722
Washington, D.C. 20015
(202) 298-1100
info@adsw.org

with copy to:

If to Downtown Artists Coalition:

with copy to:

If to Society for Commercial Archaeology:

with copy to:

If to HPO: Director
D.C. Historic Preservation Office
801 North Capitol Street, N.E., 3rd Floor
Washington, D.C. 20002
(202) 442-8800

with copy to:

If to OP: Director
D.C. Office of Planning
801 North Capitol Street, N.E., 4th Floor
Washington, D.C. 20002
(202) 442-7600

with copy to:

Each party shall be responsible for notifying the other in writing of any change in the address for sending notices or other communications to another party.

7. Governing Law; Construction; Severability; Binding Effect.

7.1 This Settlement Agreement is to be construed under the laws of the District of Columbia. This Settlement Agreement has been drafted by each of the parties and no provision of this Settlement Agreement is to be construed against any one party as the presumed drafter. Each party acknowledges that he, she or it has had a full and fair opportunity to review this Settlement Agreement and to consult with counsel of his, her or its choice before signing it. Should any provision of this Settlement Agreement be determined to be invalid or unenforceable, the remaining provisions of the Settlement Agreement are severable and shall remain in full force and effect.

7.2 This Settlement Agreement is binding upon and shall inure to the benefit and burden of each of the parties' successors, heirs or assigns.

8. Breach; Remedy.

This Settlement Agreement may be enforced in any court of competent jurisdiction in an action, or actions, for mandatory or prohibitory injunctive relief. No party shall be liable to the other for monetary damages, whether direct or indirect, consequential or incidental. The parties recognize that damages are incapable of being determined and that the sole remedy for the Parties shall be an action for specific performance and/or injunctive relief.

9. Representations and Warranties

Each individual signing this Settlement Agreement represents and warrants that he or she is authorized to execute it on behalf of himself or herself or the organization he or she represents.

10. Counterpart Signature Pages.

This Settlement Agreement may be signed in counterparts which, taken together, shall constitute a single agreement.

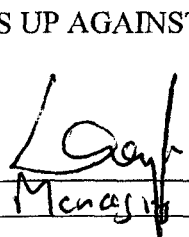
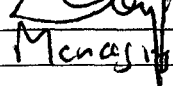
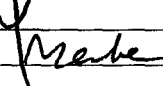
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Jemal's Up Against the Wall, LLC, a District of Columbia limited liability company, has caused this Settlement Agreement to be executed, acknowledged and delivered as of the day and year above first written.

JEMAL'S UP AGAINST THE WALL, LLC

By: _____

Its: _____

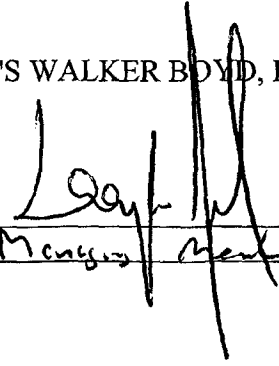




IN WITNESS WHEREOF, Jemal's Walker Boyd, LLC, a District of Columbia limited liability company, has caused this Settlement Agreement to be executed, acknowledged and delivered as of the day and year above first written.

JEMAL'S WALKER BOYD, LLC

By:

Its:



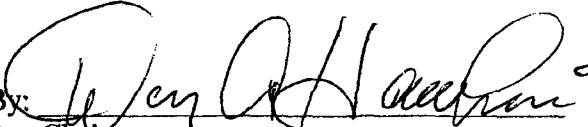
IN WITNESS WHEREOF, the DC Preservation League, a District of Columbia non-profit organization, has caused this Settlement Agreement to be executed, acknowledged and delivered as of the day and year above first written.

DC PRESERVATION LEAGUE

By: Edwin L. Fountain 10/23/07
Its: PRESIDENT

IN WITNESS WHEREOF, the Committee of 100 on the Federal City, a District of Columbia non-profit organization, has caused this Settlement Agreement to be executed, acknowledged and delivered as of the day and year above first written.

COMMITTEE OF 100 ON THE FEDERAL CITY

By: 
Its: Chairman

IN WITNESS WHEREOF, the Art Deco Society of Washington, a ^{District of Columbia}~~[type of legal entity]~~
~~nonprofit organization~~
x has caused this Settlement Agreement to be executed, acknowledged and delivered as of the day
and year above first written.

ART DECO SOCIETY OF WASHINGTON

By: Linda B. Heyons
Its: Board Member and Acting Presentation Chair
Art Deco Society of Washington

IN WITNESS WHEREOF, the Downtown Artist Coalition, a District of Columbia non-profit organization, has caused this Settlement Agreement to be executed, acknowledged and delivered as of the day and year above first written.

DOWNTOWN ARTIST COALITION

By: 
Its: PRESIDENT

IN WITNESS WHEREOF, the Society for Commercial Archaeology, a [type of legal entity], has caused this Settlement Agreement to be executed, acknowledged and delivered as of the day and year above first written.

SOCIETY FOR COMMERCIAL ARCHAEOLOGY

By: _____
Its: _____

IN WITNESS WHEREOF, the D.C. Office of Planning, a District of Columbia government agency, has caused this Settlement Agreement to be executed, acknowledged and delivered as of the day and year above first written.

D.C. OFFICE OF PLANNING

By: _____
Harriett Tregoning
Director, D.C. Office of Planning

IN WITNESS WHEREOF, the D.C. Historic Preservation Office, a District of Columbia government agency, has caused this Settlement Agreement to be executed, acknowledged and delivered as of the day and year above first written.

D.C. HISTORIC PRESERVATION OFFICE

By: _____
David Maloney
Director, Historic Preservation Office

**ATTACHMENT A
TO WAFFLE SHOP SETTLEMENT AGREEMENT**

*Copies of June and July 2006 HPRB Staff Reports
for 10th & F Street Project*

HISTORIC PRESERVATION REVIEW BOARD

STAFF REPORT AND RECOMMENDATION

Landmark/District:	Pennsylvania Avenue National Historic Site	(x) Agenda
Address:	1000 F Street NW	() Consent Calendar
Meeting Date:	June 29, 2006	(x) Alteration/Addition
H.P.A. Number:	06-339	(x) New Construction
Date Received:	6/12/06	(x) Subdivision/Demolition
Staff Reviewer:	David Maloney	(x) Conceptual Design

Douglas Development and architects Shalom Baranes Associates seek conceptual review of a proposed 11-story office building at the corner of 10th and F Streets, NW, in the Pennsylvania Avenue National Historic Site.

Existing Conditions

The property is located diagonally opposite Ford's Theatre, and across the street from the Woodward & Lothrop Department Store. There are five existing buildings on the site, including:

- 1000 F Street, a 2-story retail and office building dating from 1908 (A.B. Mullett & Company, architects). The building contributes to the character of the historic site, but its ground floor storefronts were altered when the building was converted to a People's Drug Store in 1927.
- 1002 F Street, a 2-story remnant of a 3-story commercial building dating from about 1870. With the top floor and ground level façade removed, the building lacks integrity and no longer contributes to the historic site.
- 1004 F Street, a 2-story remnant of a 3-story commercial building built as a twin to 1002. The façade was replaced in 1936 and has been further altered since. The building lacks integrity and does not contribute to the historic site.
- 1006 F Street, a 2-story remnant of a 3½-story commercial building from about 1870. The upper floors were removed in 1950, and the façade has been replaced. The building does not contribute to the site.
- 520 10th Street, a 2-story commercial building from 1947, with a new façade from about 1990. The building is non-contributing.
- The Waffle Shop at 522 10th Street, a one-story commercial building from about 1950. The modernist commercial façade is reasonably intact, but the staff recommends the Board find

the building non-contributing due to its date of construction.¹

Proposed Development

The applicant proposes to demolish the five non-contributing buildings and to construct a new office building on their site, designed as an L-shaped addition wrapping around the historic corner building. The project is proposed as a planned unit development (PUD), involving relief from requirements for FAR,² penthouse setback, parking, and loading.

The new office building would be 120 feet in height, plus penthouse. The design shows a massing that breaks down the scale of the building in response to the different conditions of the abutting streets. On F Street, the new structure would be articulated as almost separate masonry and glass facades, with setbacks at about 100 and 110 feet. On 10th Street, most of the main building mass is held back from the street frontage, rising to 100 and then to 120 feet behind the corner building. A lower wing steps down to 60 and 80 feet at the street frontage, responding to the lower heights on the Ford's Theater block. Like the F Street façade, this is also a compound façade of masonry and glass elements.

The building façades are broken down into 2-story modules that help give scale and pattern to the modernist design. Further variety and interest is introduced through variations in the mullion patterns of the glass grid and cornice-like cantilevered sun screens sheltering rooftop terraces.

Evaluation and Recommendations

The concept design is a successful response to a constrained building site that demands different architectural responses on the two streets. On F Street, the design reflects the narrow façade dimensions and tall building heights on that primary commercial street. The main building mass steps up directly from the corner building in the same way that the Woodward & Lothrop building rises to full height next to the lone surviving row building on the block—the corner holdout who refused to sell.

On 10th Street, the mass is deferential to the lower scale along the block opposite Ford's Theatre. As shown at 5 and 7 stories, the design helps to mediate between the relatively even height of the 3- and 4-story row buildings on the block and the anomalous (but contributing) 10-story Lincoln Building from 1922.³ It also helps to reduce the visual impact of the tall tower behind. The 10th Street façade of the proposed building is historically the most sensitive, and the design should be refined to ensure that in particular the masonry façade with its large window panels relates well to

¹ The original Historic Site designation did not include a period of significance, but an NPS tax incentive ruling from the 1980s established 1930 as a rough end date for significance. This was used as a rule of thumb for many years, and several modest 2-story commercial buildings from the 30s and 40s have been demolished under this rule (for example, 520 10th). The recent documentation of the site, completed in 2003 but not yet submitted to the NR, proposes 1791-1962 as a period of significance based on the issuance of President Kennedy's widely noted and influential decision to reinforce the monumental character and quality of Pennsylvania Avenue. The documentation thus identifies the Waffle Shop as contributing, but it is the only commercial building built after 1930 that is so listed. Given the disparate areas of significance for the historic site and the nature of this structure, it seems reasonable in this instance to retain the 1930 cut-off that has been applied to other commercial buildings.

² Zoning regulations allow 6.0 FAR as a matter of right. The proposed is about 8.27 FAR.

³ See the rendering looking north on 10th Street, page 6 of the applicant's submission.

its more delicately scaled neighbors.

Another primary consideration on 10th Street is that the new building adds to the sheer amount of tall building mass around the Petersen House, the place where Abraham Lincoln died. The south elevation should be studied carefully in this respect. At a minimum the staff recommends stepping the penthouse away from this elevation. Other setbacks may be appropriate as well, and the cantilevered sunscreen at the top of the tower should probably be pulled back a bit.

Plans for the historic corner building are not developed at this point, but they should include full restoration of the exterior to its historic appearance, including paint removal, masonry restoration, and reconstruction of a historically accurate ground level storefront based on the architect's original elevation drawings, which are available. The corner building should also retain its integrity as a separate structure, with limited internal openings to the new office building. The west party wall has been largely removed, but recapturing the spatial character of the building should be considered part of the return to its historic condition. The appearance of the restored façade should also be considered when developing a more detailed design for storefronts in the new building.

Finally, the Waffle Shop façade is an interesting example of moderne commercial design that was once relatively common downtown, but is now rare. Incorporating the building the new facades would be problematic on many levels—will there always be a waffle shop?—but it could be retained as an architectural artifact in the building lobby and used as a source of design inspiration for the interior. Any remaining interior features could also be considered for reuse. The staff recommends that a historically sensitive retention plan be considered as a potential PUD amenity.

The staff recommends the Board take the following action:

- support the concept plans and request a refinement of the plans for further review prior to consideration by the Zoning Commission;
- recommend that the applicant ensure that any National Park Service comments on the plans be addressed in the resubmission; and
- request that the applicant submit the project for preliminary review prior to the submission of final plans.

HISTORIC PRESERVATION REVIEW BOARD

STAFF REPORT AND RECOMMENDATION

Landmark/District:	Pennsylvania Avenue National Historic Site	() Agenda
Address:	1000 F Street NW	(x) Consent Calendar
Meeting Date:	July 27, 2006	(x) Alteration/Addition
H.P.A. Number:	06-339	(x) New Construction
Date Received:	6/12/06	(x) Subdivision/Demolition
Staff Reviewer:	David Maloney	(x) Conceptual Design

Douglas Development and architects Shalom Baranes Associates have submitted revised conceptual plans for a proposed 11-story office building at the corner of 10th and F Streets, NW, in the Pennsylvania Avenue National Historic Site. The property is located diagonally opposite Ford's Theatre, and across the street from the old Woodward & Lothrop Department Store. Four non-contributing buildings on the site would be demolished, and the only contributing building, a two-story retail and office building at 1000 F Street dating from 1908 would be preserved and returned to its historic appearance as part of the project.

Revised Concept Plans

The architects have revised the concept plans in accordance with the Board's comments at the June meeting. The treatment of the south elevation has been refined by adding a slight recess from the property line in the glass section, and delineating the floor levels in the façade of the brick core at the rear. The setback of the top two floors has also been studied, with the conclusion that a 5-foot setback is the preferred option. The staff concurs with this conclusion. This dimension strikes the right balance between easing the mass of the top two floors and revealing the right amount of the tall core beyond.

The masonry facades have also been refined to bring them more in line with the scale of the historic facades on 10th Street. The double-height façade expression is shifted down one floor on the 10th Street side to create a single-height attic floor that gives the façade both visual interest and a more delicate scale. On F Street, the topmost double-height section is recessed slightly to give a similar attic effect. Additional sunscreen elements add scale and texture to the masonry facades on both streets.

At the top of the building, the large cornice-like projections have been given greater clarity by reducing the number of horizontal supports so that their spacing reflects the modularity of the glass facades.

Recommendations

- The staff recommends the Board approve the revised concept plans and request that the applicant submit the project for preliminary review prior to the submission of final plans. Preliminary plans should also include developed plans for the restoration of the historic façade and salvage of significant features of the old Waffle Shop.

**ATTACHMENT B-1
TO WAFFLE SHOP SETTLEMENT AGREEMENT**

Sample Support/No Opposition Letter to Zoning Commission

Zoning Commission for the
District of Columbia
441 4th Street, N.W., Suite 210S
Washington, D.C. 20001

Re: Zoning Commission Case No. 07-18
10th & F Planned Unit Development

Dear Commissioners:

The D.C. Preservation League ("DCPL") [**or name of applicable preservation organization**] is pleased to support the preservation component of the proposed commercial office and retail development at the southwest corner of 10th and F Streets, N.W. DCPL [**or name of applicable preservation organization**] is a non-profit corporation organized to act in the public interest to preserve, protect and enhance the historic and built environment of Washington, D.C.

Earlier this year, DCPL [**or name of applicable preservation organization**] joined with several other preservation groups to support a landmark application for the Waffle Shop at 522 10th Street, N.W., to protect its historical and architectural attributes in situ as part of the proposed planned unit development for the property. However, after numerous discussions with the owner, Jemal's Up Against the Wall, LLC, the preservation groups and the Historic Preservation Office, DCPL agreed that preservation of the Waffle Shop could be achieved by relocating the historic building to a site at 7th and K Streets, N.W., in Square 450 or 451. In return, Jemal's Up Against the Wall will be able to proceed with its planned unit development as originally envisioned.

While relocation of historic buildings is not always the preferred means of preservation, it is often necessary in order to balance the benefits of competing public interests. Like Almas Temple, Adas Israel Synagogue and other buildings in the District, the Waffle Shop will be successfully moved so it can continue to convey the architectural and historical significance we believe it possesses. We are happy to support Jemal's Up Against the Wall in its efforts.

Very truly yours,

D.C. Preservation League

**ATTACHMENT B-2
TO WAFFLE SHOP SETTLEMENT AGREEMENT**

Sample Support Letters to Mayor's Agent/District Agencies

Mayor's Agent for Historic Preservation
c/o D.C. Historic Preservation Office
801 North Capitol Street, N.E., 3rd floor
Washington, D.C. 20002

Re: Relocation of the Waffle Shop

Dear Judge Quander:

The D.C. Preservation League ("DCPL") [or name of applicable preservation organization] is pleased to support the proposal by Jemal's Up Against the Wall, LLC, owner of the Waffle Shop at 522 10th Street, N.W., to preserve the historic Waffle Shop and relocate it to a new site.

In June and July, 2006, the Historic Preservation Review Board endorse plans for a new building at the southwest corner of 10th and F Streets, N.W., which included demolition of the Waffle Shop. While the Waffle Shop was considered an anomaly in the Pennsylvania Avenue National Historic Site, the Board nevertheless recognized its Art Deco qualities and directed the owner to salvage its character-defining storefront features. In December of that year, DCPL and several other preservation organizations learned of the proposal and believed that more preservation could be accomplished. Over the last ten months, DCPL and other preservation organizations have been negotiating with the Historic Preservation Office and the owner to develop a plan that would allow the owner's project to proceed and, at the same time, achieve greater preservation of the Waffle Shop. Those extensive discussions have led to what all would agree is a very successful outcome.

The owner has agreed to relocate the Waffle Shop to a new site at 7th and K Streets, N.W., in Square 450 or 451, and reassemble and rehabilitate it into a functioning waffle shop business. While relocation of historic buildings is not always the preferred means of preservation, it is often necessary in order to balance the benefits of competing public interests. Like Almas Temple, Adas Israel Synagogue and other buildings in the District, the Waffle Shop can be successfully moved and ultimately preserved to a far greater degree than in the original redevelopment scheme for the 10th & F Street project. We are happy to support Jemal's Up Against the Wall in its efforts to preserve the Waffle Shop at an appropriate location where it will continue to convey the architectural and historical significance it possesses. We urge the Mayor's Agent [District Agency] to approve the relocation plan as one that fulfills the goals of historic preservation and/or meets the test of special merit under the preservation law.

Very truly yours,

D.C. Preservation League

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