

Holland & Knight

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Holland & Knight LLP | www.hklaw.com

December 28, 2009

NORMAN M. GLASGOW, JR.
202-419-2460

E-mail Address:
norman.glasgowjr@hklaw.com

VIA HAND DELIVERY

D.C. Zoning Commission
Suite 210
441 4th Street, N.W.
Washington, D.C. 20001

09-22

RECEIVED
D.C. OFFICE OF ZONING
2009 DEC 28 PM 1:39

Re: Application for Review in the Capitol Gateway Overlay District
Square 700, Lots 43 and 866 (the "Property")

Dear Members of the Commission:

On behalf of MR Ballpark 4 LLC, owner of the Property, we are filing herewith an original and twenty copies of the application and supporting materials requesting review and approval of new construction along M Street and South Capitol Street, S.E., pursuant to the Capitol Gateway Overlay District provisions. The following application materials are enclosed:

- A filing fee of \$2,000.00;
- Completed application form signed by the Applicant as owner of the Property;
- Completed Zoning Self-Certification Form;
- Letter authorizing Holland & Knight LLP to represent the Applicant in this proceeding;
- A building plat showing the Property;
- Architectural plans illustrating the project, including photos of the existing condition of the Property;
- A statement explaining existing and intended uses of the Property and how the application meets the specific tests identified in the Zoning Regulations;
- The name and mailing address of the owners of all property within 200 feet in all directions from all boundaries of the Property, in both list and mailing label format; and

ZONING COMMISSION
District of Columbia

CASE NO.

09-22

EXHIBIT NO.

1

ZONING COMMISSION
District of Columbia
CASE NO. 09-22
EXHIBIT NO. 1

D.C. Zoning Commission
December 28, 2009
Page 2

- Combined Lot Development Covenant recorded in the DC Land Records, providing for allocation of density to the Property to allow for construction up to 9.5 FAR.

We believe that the application is complete and acceptable for filing, and we request that the Commission schedule a public hearing on the application.

Sincerely,

HOLLAND & KNIGHT LLP

A handwritten signature in dark ink, appearing to read "Norman M. Glasgow, Jr.", with a vertical line extending downwards from the end of the signature.

Norman M. Glasgow, Jr.

Enclosures

cc: Office of Planning
Advisory Neighborhood Commission 6D

9068590_v1

**BEFORE THE ZONING COMMISSION
FOR THE DISTRICT OF COLUMBIA**

APPLICATION

Notice: See other side of application form for instructions

Pursuant to Sections §3103.2 – Use Variance, §3103.2 – Area Variance and/or §3104.1 – Special Exception of Title 11 DCMR – Zoning Regulations an application is hereby made, the details of which are as follows:

Address(es)	Square	Lot No(s).	Zoning Districts	Relief Being Sought Area Variance – Use Variance Special Exception	Section No(s).
	700	43, 866	CG/CR	Special Exception	1610
	"	"	"	Area Variance	1605.5

Present use(s) of Property: Baseball season parking.

Proposed use(s) of Property: Twelve-story office building with ground floor retail uses

Owner of Property MR BALLPARK 4 LLC **Telephone No:** 202-777-2000

Address of Owner: 1700 K Street, N.W., Ste 600, Washington, DC 20006

Written paragraph specifically stating the "who, what, and where of the proposed action(s)". This will serve as the Public

Hearing Notice: Application of MR BALLPARK 4 LLC, pursuant to 11 DCMR §§ 1610 and 3104, for special exception review and approval by the Zoning Commission of new construction pursuant to the requirements of the Capitol Gateway (CG) overlay, and pursuant to 11 DCMR §§ 1605.5 and 3103.2, for area variance relief from the street-wall setback requirements for new construction along South Capitol Street, S.E., to allow construction of a twelve-story office building with ground floor retail uses in a CG/CR District (Square 700, Lots 43 and 866).

Estimated construction cost **Advisory Neighborhood Commission Single-Member District(s)** 6D-07

Date: 12/28/09 **Signature:** SEE ATTACHED SIGNATURE PAGE Applicant*

* The Owner of the Property for which the application is made or his/her authorized agent. In the event an authorized agent files an application on the behalf of the Owner, a letter signed by the Owner authorizing to act on his/her behalf shall accompany the notice of application.

**To be notified of hearing and decision:
(Owner or Authorized Agent*)**

Name: Norman M. Glasgow, Jr.

Address: Holland & Knight LLP, 2099 Pennsylvania Avenue, N.W., Suite 100, Washington, DC 20006

Phone No.: (202) 955-3000 **Fax No.:** (202) 955-5564 **E-Mail:** norman.glasgowjr@hklaw.com

ANY APPLICATION THAT IS NOT COMPLETED IN ACCORDANCE WITH THE INSTRUCTIONS ON THE BACK OF THIS FORM WILL NOT BE ACCEPTED.

INSTRUCTIONS

Any notice of application for action provided in the District of Columbia Zoning Regulations (11 DCMR Zoning) that is not completed in accordance with the following instructions shall not be accepted. *Do not mail this form to the Board of Zoning Adjustment.*

1. All applications shall be made on Form 120. All applications must be completely filled out and be typewritten or printed. If additional space is necessary, use separate sheets of 8½" x 11" paper to complete the form (drawings and plans may be no larger than 11" x 17").
2. Present this form and supporting documents, in person, to the Office of Zoning at 441 4th Street, N.W., Suite 210, Washington, D.C. 20001.
3. At the time of filing an application before the Board of Zoning Adjustment, the Petitioner shall pay a filing fee in accordance with the Board of Zoning Adjustment Schedule of Fees (11 DCMR 3180).
4. ***REQUIRED information to be submitted when making an application submission, includes one (1) original and twenty (20) copies of the following (except for labels of which (1) original and (1) copy is required):***
 - A. All applicants shall obtain from the Zoning Administrator (DCRA) a memorandum directing the applicant to the Board of Zoning Adjustment prior to filing this application or file through self-certification using Form 135. For self-certification, a licensed architect or attorney must certify the proposed relief requested.
 - B. A plat, drawn to scale and certified by a DC licensed survey engineer or the D.C. Office of the Surveyor showing boundaries and dimensions of the existing and proposed buildings and accessory buildings. Also required are architectural plans and elevations in sufficient detail to clearly illustrate any proposed building to be erected or altered, proposed landscaping/screens and building materials. Submittal of plat and plans shall not exceed 11" X 17" in size. (See Form 130 – Plat, Plan and Elevation Specifications for the required information on these drawings.)
 - C. A detailed statement of existing and intended use of such building or part of building.
 - D. A detailed statement explaining how the application meets the specific tests identified in the Zoning Regulations for variance (area and/or use), special exception or other specific relief being sought. (See Form 121 – Applicant's Burden of Proof for Variance and Special Exception Applications.)
 - E. Three color photograph views of appropriate size, not-to-exceed 8½ x 11", showing pertinent features of the building and the property involved (front, rear and sides, if possible).
 - F. The names and mailing addresses of the owners of all property within 200 feet, in all directions from all boundaries of the property involved in the application, **and self-stick labels of the names and mailing addresses of the owners of the properties.** (Note: This information is most readily available from the D.C. Department of Tax and Revenue, Tax Assessors, 941 North Capital Street, N.E., 1st Floor, Washington, D.C. 20002.)
 - G. The name and mailing address of any person who has a lease with the owner for all or part of any building located on the property involved in the application.
 - H. Documentation or a copy of the Certificate of Occupancy showing the current authorized use. In cases where a change in one conforming use to another non-conforming use is requested, provided a copy of the past authorized uses.

Note: All applications are referred for review and recommendation to the D.C. Office of Planning (OP) and the Advisory Neighborhood Commission within which the affected property is located. Their reports are given "great weight" in the BZA decision-making process. Applicants are strongly recommended, at the time of filing a Form 120 application, to make contact with these agencies to discuss the merits of their application. OP can be reached at (202) 442-7602.

**SIGNATURE PAGE FOR ZONING COMMISSION APPLICATION
FORM 120-EXHIBIT 1**

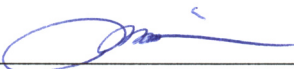
ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA
CAPITOL GATEWAY OVERLAY – NEW DEVELOPMENT APPLICATION
SQUARE 700, LOTS 43, 866

OWNER: MR BALLPARK 4 LLC,
a Delaware limited liability company

By: **MR/LB BALLPARK 4 LLC,**
a member and its administrative member

By: **MR BALLPARK 4 CAPITAL LLC,**
its administrative managing member

By:



Name: F. Russell Hines
Title: Authorized Signatory

OWNER'S ADDRESS: C/O MONUMENT REALTY LLC
1700 K STREET, NW
SUITE 600
WASHINGTON, DC 20006



ZONING SELF CERTIFICATION FORM



Project Address(es)

Square

Lot(s)

Zone District(s)

ANC(s) Single Member District(s)

700

43, 866

CG/CR

6D-07

CERTIFICATION

The undersigned agent hereby certifies that the following zoning relief is required from the Board of Zoning Adjustment in this matter pursuant to:

Relief Sought



§3103.2 – Use Variance



§3103.2 – Area Variance



§3104.1 – Special Exception

Pursuant to Subsections

1605.5

1610

Pursuant to 11 DCMR §3113.2, the undersigned agent certifies that:

- (1) the agent is duly licensed to practice law or architecture in the District of Columbia;
- (2) the agent is currently in good standing and otherwise entitled to practice law or architecture in the District of Columbia; and
- (3) the applicant is entitled to apply for the variance or special exception sought for the reasons stated in the application.

The undersigned agent and owner acknowledge that they are assuming the risk that the owner may require additional or different zoning relief from that which is self-certified in order to obtain, for the above-referenced project, any building permit, certificate of occupancy, or other administrative determination based upon the Zoning Regulations and Map. Any approval of the application by the Board of Zoning Adjustment does not constitute a Board finding that the relief sought is the relief required to obtain such permit, certification, or determination.

The undersigned agent and owner further acknowledge that any person aggrieved by the issuance of any permit certificate, or determination for which the requested zoning relief is a prerequisite may appeal that permit, certificate, or determination on the grounds that additional or difference zoning relief is required.

The undersigned agent and owner hereby hold the District of Columbia Office of zoning and Department of Consumer and Regulatory Affairs harmless from any liability for failure of the undersigned to seek complete and proper zoning relief from the Board of Zoning Adjustment.

The undersigned owner hereby authorizes the undersigned agent to act on the owner's behalf in this matter.

I/We certify that the above information is true and correct to the best of my/our knowledge, information and belief. Any person(s) using a fictitious name or address and/or knowingly making any false statement on this application/petition is in violation of D.C. Law and subject to a fine of not more than \$1,000 or 180 days imprisonment or both.

(D.C. Official Code § 22-2405)

Owner's Signature

SEE ATTACHED SIGNATURE PAGE

Owner's Name (Please Print)

MR BALLPACK & LLC

Agent's Signature

Agent's Name (Please Print)

Date

D.C. Bar
No.

or

Architect
Registration No.

OFFICE OF ZONING DETERMINATION

(11 DCMR §3113.2)

Based upon review of the application and self-certification, this application is

- ☐ Accepted for filing.
- ☐ Referred to the Office of the Zoning Administrator, Department of Consumer and Regulatory Affairs, for determination of proper zoning relief required.
- ☐ Rejected for failure to comply with the provisions of
- ☐ 11 DCMR §3113.2; or ☐ 11 DCMR Zoning Regulations.

Explanation

Signature

Date

District of Columbia Office of Zoning

4414th Street, N.W. Ste. 200-S, Washington, D.C. 20001

(202) 727-6311 * (202) 727-6072 fax * www.dcoz.dc.gov * dcoz@dc.gov

INSTRUCTIONS

Any request for self-certification that is not completed in accordance with the following instructions shall not be accepted.

1. All self-certification applications shall be made on Form 135. All certification forms must be completely filled out (front **and** back) and be typewritten or printed legibly. All information shall be furnished by the applicant. If additional space is necessary, use separate sheets of paper to complete this form.
2. Complete one self-certification form for each application filed. Present this form with the Form 120 Application to the Office of Zoning, 441 4th Street, N.W., Suite 210, Washington, D.C. 2001.

ITEM	EXISTING CONDITIONS	MINIMUM REQUIRED	MAXIMUM ALLOWED	PROVIDED BY PROPOSED CONSTRUCTION	VARIANCE Deviation/Percent
Lot Area (sq. ft.)	35,558	N/A			
Lot Width (ft. to the tenth)		N/A			
Lot Occupancy (building area/lot area)			100%		
Floor Area Ratio (FAR) (ft. to the tenth)			9.5 (via CLD covenant)		
Parking Spaces (number)		191		223	
Loading Berths (number and size in ft.)		3@ 12'x30' loading berth and 1@ 10'x20 service delivery		3@ 12'x30' loading berth and 1@ 10'x20 service delivery	
Front Yard (ft. to the tenth)					
Rear Yard (ft. to the tenth)		None			
Side Yard (ft. to the tenth)		None			
Court, Open (width by depth in ft.)		N/A			
Court Closed (width by depth in ft.)		N/A			
Height (ft. to the tenth)			130'	130'	

ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA
CAPITOL GATEWAY OVERLAY – NEW DEVELOPMENT APPLICATION
SQUARE 700, LOTS 43, 866

By: 
Name: F. Russell Hines
Title: Authorized Signatory

OWNER'S ADDRESS: C/O MONUMENT REALTY LLC
1700 K STREET, NW
SUITE 600
WASHINGTON, DC 20006



ZONING SELF CERTIFICATION FORM



Project Address(es)

Square

Lot(s)

Zone District(s)

ANC(s) Single Member District(s)

700

43, 866

CG/CR

6D-07

CERTIFICATION

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Relief Sought	☐ §3103.2 – Use Variance	☒ §3103.2 – Area Variance	☒ §3104.1 – Special Exception
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Pursuant to Subsections

1605.5

1610

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(D.C. Official Code § 22-2405)

Owner's Signature

Owner's Name (Please Print)

Agent's Signature

Agent's Name (Please Print)

Jordan Goldstein, AIA,

Date 12/23/09

D.C. Bar No.

or

Architect Registration No.

DC License #101004

OFFICE OF ZONING DETERMINATION

(11 DCMR §3113.2)

Based upon review of the application and self-certification, this application is

- | | |
|--------------------------|--|
| ☐ | Accepted for filing. |
| ☐ | Referred to the Office of the Zoning Administrator, Department of Consumer and Regulatory Affairs, for determination of proper zoning relief required. |
| ☐ | Rejected for failure to comply with the provisions of
☐ 11 DCMR §3113.2; or ☐ 11 DCMR Zoning Regulations. |

Explanation

Signature

Date

District of Columbia Office of Zoning

4414th Street, N.W., Ste. 200-S, Washington, D.C. 20001

(202) 727-6311 * (202) 727-6072 fax * www.deoz.dc.gov * deoz@dc.gov

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Front Yard (ft. to the tenth)					
Rear Yard (ft. to the tenth)		None			
Side Yard (ft. to the tenth)		None			
Court, Open (width by depth in ft.)		N/A			
Court Closed (width by depth in ft.)		N/A			
Height (ft. to the tenth)			130'	130'	

December 23, 2009

Zoning Commission for the District of Columbia
441 4th Street, N.W.
Second Floor
Washington, D.C. 20001

Re: Capitol Gateway – Review of New Construction
Square 700, Lots 43, 866

Dear Members of the Commission:

This letter will serve as authorization for the law firm of Holland & Knight LLP to represent MR Ballpark 4 LLC in all proceedings before the Zoning Commission concerning the processing of its application for review of new construction located in Square 700 pursuant to the provisions of 11 DCMR Chapter 16 – Capitol Gateway Overlay.

If you have any questions, please contact me.

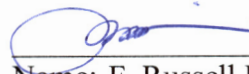
Sincerely,

MR BALLPARK 4 LLC,
a Delaware limited liability company

By: **MR/LB BALLPARK 4 LLC,**
a member and its administrative member

By: **MR BALLPARK 4 CAPITAL LLC,**
its administrative managing member

By:



Name: F. Russell Hines

Title: Authorized Signatory

**BEFORE THE DISTRICT OF COLUMBIA
ZONING COMMISSION**

**Application of MR BALLPARK 4 LLC
Square 700, Lots 43, 866**

**REVIEW OF BUILDINGS AND STRUCTURES ON M STREET AND
SOUTH CAPITOL STREET, S.E.
CAPITOL GATEWAY OVERLAY DISTRICT**

I. Background

The Property consists of Lots 43 and 866 in Square 700. Square 700 is bounded by M Street on the north, South Capitol Street on the west, Van Street on the east, and N Street on the south. The Property is located in the northern portion of the square, with frontage on M Street, South Capitol Street, and Van Street. It is also bounded to its south by private property (Lot 44), which is improved with a five-story brick building. The Property is included in a CR Zone District and is located in the Capitol Gateway (CG) Overlay District. The Property is currently utilized as a temporary seasonal surface parking lot for baseball games.

The Applicant, MR BALLPARK 4 LLC, proposes to develop the Property with a new twelve-story office building with ground floor retail. Three levels of below-grade parking will be provided. The CG Overlay District regulations require review by the Zoning Commission of any proposed building on a lot in the CG overlay that satisfies any of the following criteria: (1) abuts M Street, S.E.; (2) is located within Square 700; or (3) abuts South Capitol Street, S.E. The Property is subject to each of these criteria. As such, this application is submitted pursuant to sections 1604, 1605, and 1610 of the Zoning Regulations.

The application also includes a request for variance from the requirement of section 1605.5, which regards street-wall setbacks for buildings along South Capitol Street, S.E. The Zoning Commission is authorized to approve such relief pursuant to section 1610.7 of the Zoning Regulations.

Following herein, is a preliminary statement indicating how the Applicant meets its burden of proof.

II. Burden of Proof

A. Capitol Gateway Overlay District

1. Section 1610.3

Section 1610.3 of the Zoning Regulations states that an Applicant requesting approval under the CG Overlay District review provisions must demonstrate that the proposed building's architectural design, siting, landscaping, sidewalk treatment, and operation are of a superior quality, pursuant to several design and use requirements. As set forth below and will be supplemented by the Applicant at the public hearing and in its prehearing submission; the application satisfies the criteria of section 1610.3, as follows:

- a. *Help Achieve the Objectives of the CG Overlay as set forth in §1600.2*

The Project satisfies the following stated objectives for the CG Overlay, as provided in section 1600.2, including: (1) assuring development of the area with a mixture of residential and commercial uses, and a suitable height, bulk, and design of buildings; (2) encouraging a variety of support and visitor-related uses, such as retail, service, entertainment, and other uses; (3) requiring suitable ground-level retail and service uses and adequate sidewalk width along M Street, S.E., near the Navy Yard Metrorail Station; and (4) providing for the establishment of South Capitol Street as a monumental civic boulevard.

To that end, the Project will provide offer approximately 300,000 square feet of new office use and an additional approximately 25,000 square feet of ground floor retail and service uses in a vibrant new building with public frontages on three streets, including two principal streets central to the design objectives of the CG Overlay, namely M Street and South Capitol Street, S.E.

- b. *Help Achieve the Desired Mix of Uses in the CG Overlay District as set forth in §§ 1600.2(a) and (b)*

Please see response immediately above.

- c. *Be in Context with Surrounding Neighborhood and Street Patterns*

The Project is very contextual to the surrounding neighborhood and street patterns; offering three very distinct façade designs for each of the building's public elevations. Parking and loading operations are focused on the least publicly visible of the three streets, Van Street.

d. *Minimize Conflict between Vehicles and Pedestrians*

Please see response immediately above. Note also that pursuant to section 1604.2, no driveway may be constructed or used from M Street and, pursuant to section 1605.4, from South Capitol Street.

e. *Minimize Unarticulated Blank Walls Adjacent to Public Spaces through Façade Articulation*

Although maintaining a unified palette of materials, each of the building's three elevations offer a distinct and richly articulated façade treatment as a result of undulation and variety of building components, mixture of building materials, and architectural embellishments.

f. *Minimize Impact on the Environment (LEED)*

The Applicant is still in process of exploring opportunities to maximize sustainability in the design, construction and operation of the building. At this time, the Applicant contemplates that the building will be registered for certification under the LEED NC standards.

2. Section 1604 – M Street, S.E.

As a result of the Property's frontage along M Street, any new development thereon is required to comply with the following restrictions:

a. *No Driveway from M Street to required parking or loading*

The building's design complies with this restriction. Access to required parking and loading is provided from Van Street, S.E.

b. *The street-wall shall be set back for its entire height and frontage along M Street not less than 15 feet from the face of the adjacent curb along M Street*

The building's design complies with this restriction.

c. *Each new building shall devote not less than 35 percent of the ground floor GFA to preferred retail, service, entertainment or arts uses, and such preferred uses shall occupy 100 percent of the building's street frontage along*

M Street except for space devoted to entrances or for fire control.

The building will comply with this restriction.

- d. *The Zoning Commission may authorize interim occupancy of the preferred use space for non-preferred uses for up to a five-year period*

At this point, the Applicant does not contemplate requesting permission to occupy the ground floor space for non-preferred uses.

- e. *Not less than 50 percent of the surface area of the street-wall of any new building along M Street shall be devoted to display windows having clear or low-emissivity glass except for decorative accent, and to entrances to commercial uses of the building*

The building's design complies with this restriction.

- f. *The minimum floor-to-ceiling clear height for portions of the ground floor level devoted to preferred uses shall be fourteen feet.*

The building's design complies with this restriction. Sheet 17 of the attached drawings depicts the retail frontage on M Street as having a clear ceiling height of at least 14' while the South Capitol Street-fronting retail has no such requirement.

- g. *Where preferred use retail space is required under this section and provided, the requirement of section 633 of the Regulations to provide public space at ground level shall not apply.*

Preferred use retail space is required and provided along M Street and South Capitol Street. In addition, public space at ground level is also provided along M Street and South Capitol Street.

3. Section 1605 – South Capitol Street

As a result of the Property's frontage along South Capitol Street, any new development thereon is required to comply with the following restrictions:

- a. *Each new building shall be set back for its entire height and frontage not less than fifteen feet*

The building's design complies with this restriction.

- b. *Any portion of a building that exceeds 110 feet in height shall provide an additional one-to-one setback from the building line along South Capitol*

The building's design complies with this restriction, as identified at Sheets 11 and 16 of the attached drawings.

- c. *No private driveway may be constructed or used from South Capitol Street to any parking or loading berth areas in or adjacent to building*

The building's design complies with this restriction.

- d. *For each new building located on South Capitol Street, a minimum of 60 percent of the street-wall shall be constructed on the setback line*

The building's design does not comply with this restriction. Area variance relief from this subsection is requested, as discussed below.

4. Section 1610.6 – South Capitol Street

Given the Property's location fronting along South Capitol Street, S.E., the following additional considerations must be incorporated into the design and operation of any new construction:

- a. *The building shall incorporate massing, materials, and buildings and streetscape landscaping to further the design and development of properties in a manner that is sensitive to the establishment of South Capitol Street, S.E., as monumental civic boulevard*

Applicant submits that the building has been specially designed to reflect and respond to the vision of the monumental character of South Capitol Street.

- b. *The building shall incorporate massing, location of access*

to parking and loading, and location of service areas to recognize the proximate residential neighborhood use and context, as applicable

As the building fronts on both South Capitol and M Streets, the only location for the ingress and egress from parking and loading and service areas is off Van Street, which is what is shown on the plans. This best recognizes the proximate uses and context of the site within the overlay.

- c. *The application shall include a view analysis that assesses the openness of views and vistas around, including views toward the Capitol Dome, other federal monumental buildings, the Ballpark, and the waterfront*

The Applicant has provided the required view analysis as part of its package of architectural drawings submitted herewith (Sheet 6). As shown therein, the building will have no detrimental impact on views and vistas of the identified monumental properties and focus areas.

B. Area Variance Relief for Street-Wall Setback Along South Capitol Street, S.E. (§ 1605.5)

Section 1610.7 of the Zoning Regulations states that the Zoning Commission may hear and decide any additional requests for special exception or variance relief needed for the Property and that such requests shall be advertised, heard, and decided together with the application for review and approval for compliance with the CG overlay provisions. Pursuant to this provision, the Applicant requests area variance relief from the street-wall setback requirements set forth in section 1605.5 of the Regulations.

The test for variance relief is three-part: (1) demonstration that a particular piece of property is affected by some exceptional situation or condition; (2) such that, without the requested variance relief, the strict application of the Zoning Regulations would result in some practical difficulty upon the property owner; and (3) that the relief requested can be granted without substantial detriment to the public good or substantial impairment of the zone plan.

1. Exceptional Condition or Situation:

The Property is unique in fronting on three streets, two of which have setback and street wall requirements (South Capitol and M Streets). Also, with an underlying zone of CR, the site is subject to section 633 requiring public space at the ground floor level, which the Applicant is providing. However, note section 1604.9 as

preferred use retail space is required at the site and provided. Lastly, the property is subject to review under three separate criteria under Chapter 16.

2. Resulting Practical Difficulty:

The strict application of the Zoning Regulations will result in a practical difficulty upon the Applicant.

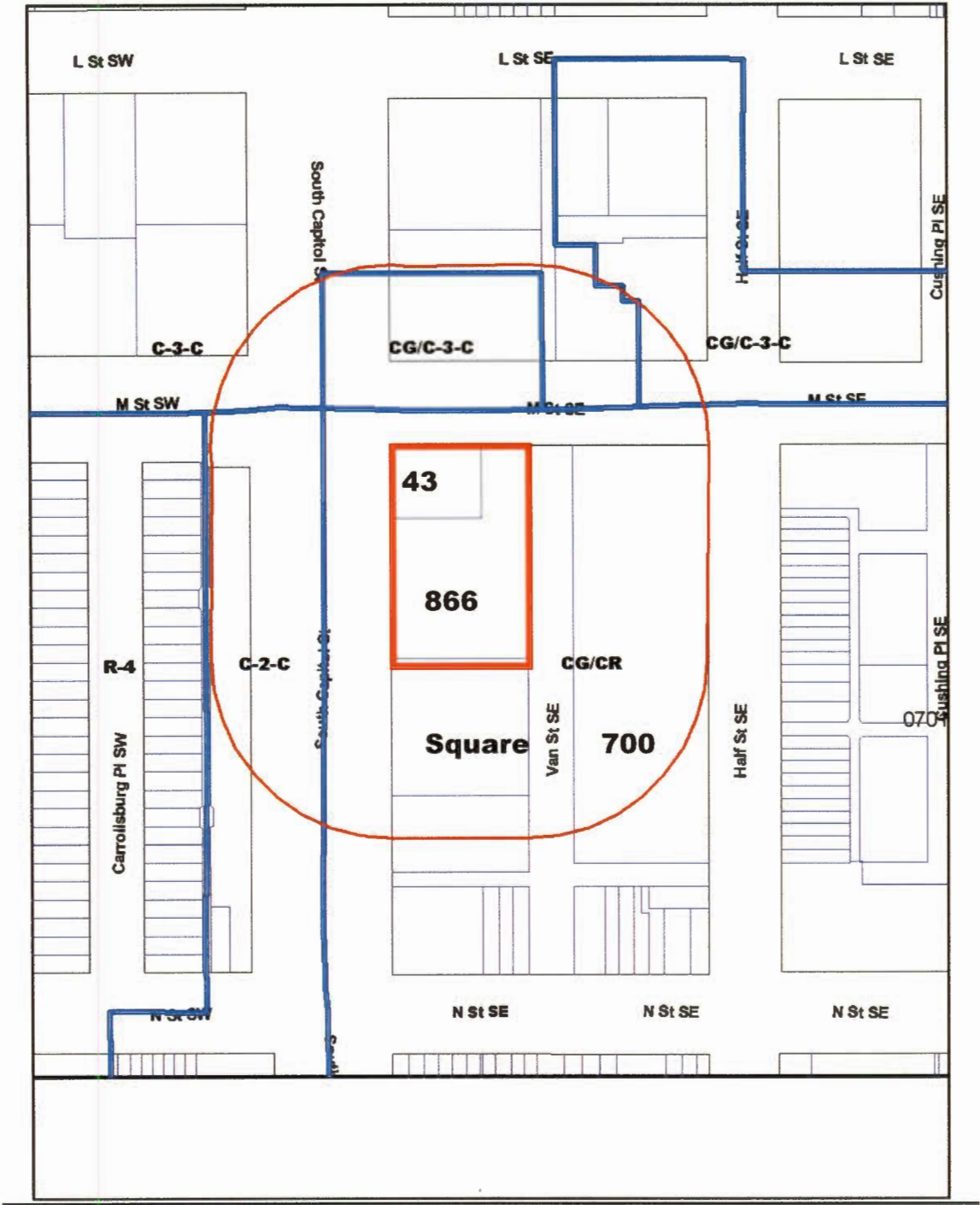
In view of the foregoing, the Applicant has determined that, due to the numerous provisions and criteria affecting review of this site, the most important single aspect of design review was the frontage along South Capitol Street and the Applicant submits that the building design and further setback on the ground floor, particularly given the relationship of the existing five-story masonry building to the south, is not only acceptable but desirable and best addresses the monumentality of the South Capitol Street frontage.

3. No Harm to Public Good or Zone Plan:

The requested relief can be granted without substantial detriment to the public good and without substantially impairing the zone plan.

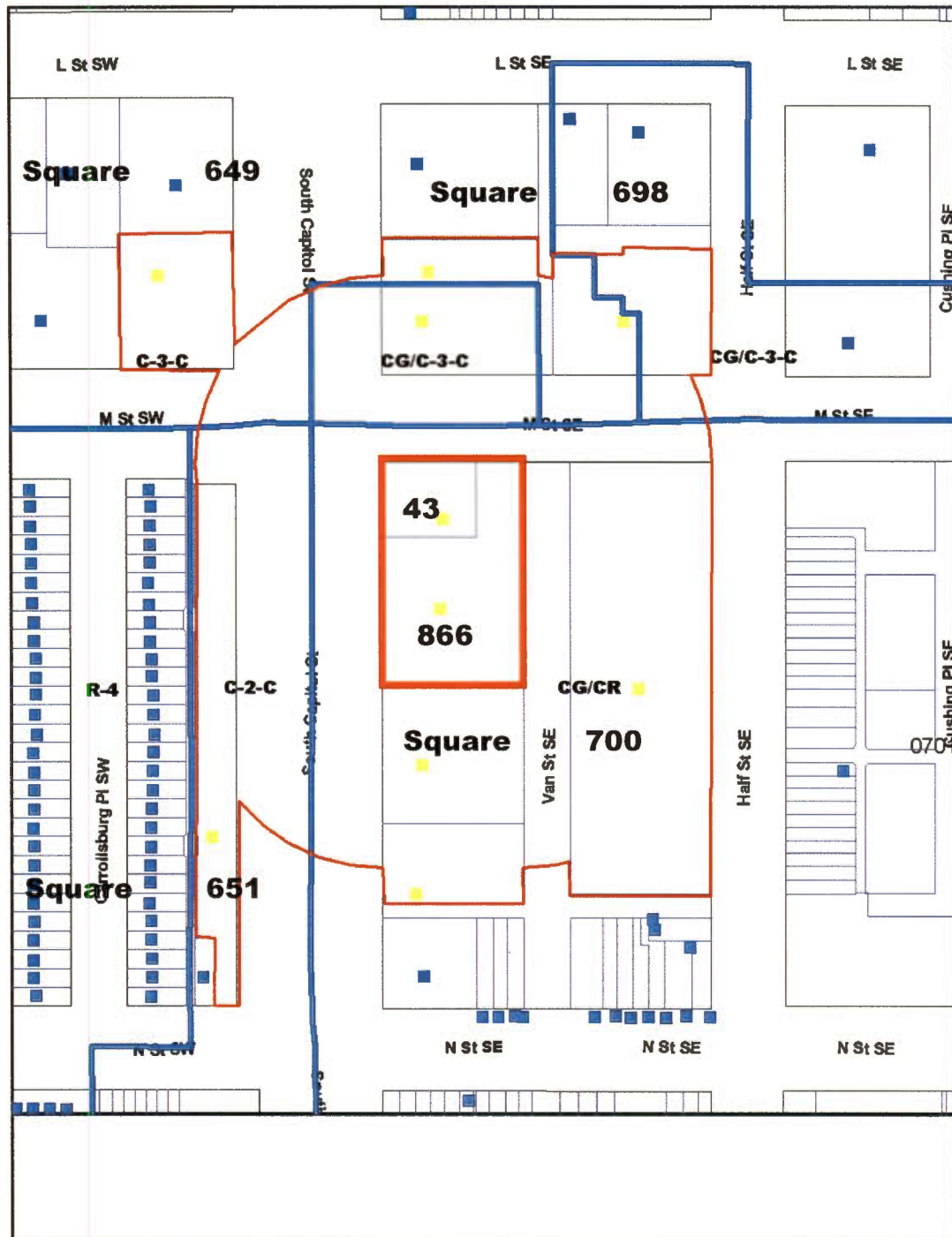
Diagrams Supporting Roster of Property Owners within 200 Feet of Lots 43 and 866, Square 700

Initial Arc of 200 Feet



Diagrams Supporting Roster of Property Owners within 200 Feet of Lots 43 and 866, Square 700

Initial Arc of 200 Feet Expanded to Furthest Limits of Lots First Reached



**ROSTER OF PERSONS OR ENTITIES OWNING REAL PROPERTY
WITHIN 200 FEET OF LOTS 43 OR 866,
SQUARE 700, WASHINGTON, DC**

<u>SQUARE/LOT</u>	<u>PREMISE ADDRESS</u>	<u>OWNER NAME AND ADDRESS</u>
0649 0048	1101 South Capitol St SW	VNO SOUTH CAPITOL LLC 210 E Rte 4 Paramus, NJ 07652-5108
0651 0148	1201 – 1225 South Capital St SW	JEMAL'S BALLPARK, LLC c/o DOUGLAS DEVELOPMENT INC., 701 H ST NW WASHINGTON, DC 20001
0698 0032	0020 M St	SOUTHEAST REALTY LLC 2000 Tower Oaks Blvd Ste 800 Rockville, MD 20852-1208
0698 0817	SOUTH CAPITOL ST	1100 SOUTH CAPITAL MANAGEMENT LLC c/o RUBEN CAPITAL MANAGEMENT 600 MADISON AVE NEW YORK, NY 10022-1615
0698 0818	1130 SOUTH CAPITOL ST	ROMAN CATHOLIC ARCHBISHOP OF WASHINGTON 5001 EASTERN AVE
0700 0044	1230 SOUTH CAPITOL ST SE	PUBLIC STORAGE INSTITUTE FUND PO BOX 25025 GLENDALE, CA 91221-5025
0700 0046	1236 SOUTH CAPITOL ST SE	MR BALLPARK 2 LLC c/o MONUMENT REALTY 1700 K ST NW # 600 WASHINGTON, DC 20006-3816
0700 0873 0700 0874 0700 0875	M ST SE	WEST HALF 1 LLC JOHN AKRIDGE COMPANIES 601 13th St NW Ste 300N WASHINGTON, DC 20005-3870



LT1-5-2008091671-1

COMBINED LOT DEVELOPMENT COVENANT

CAPITOL GATEWAY OVERLAY

(COVENANT NO. 4)

THIS COMBINED LOT DEVELOPMENT COVENANT (hereinafter, the "**Covenant**") is made as of the **22nd** day of August 2008, by and between MR BALLPARK 2 LLC, a Delaware limited liability company (hereinafter referred to as "**Ballpark 2**"), MR BALLPARK 4 LLC, a Delaware limited liability company (hereinafter referred to as "**Ballpark 4**"), and the DISTRICT OF COLUMBIA, a municipal corporation, (hereinafter referred to as the "**District**"). Ballpark 2, Ballpark 4, and the District shall be collectively referred to in this Covenant as the "**Parties**". The Parties hereby ratify, affirm and agree to the following terms, conditions, covenants, warranties and obligations (including, but not limited to, all Recitals). This Covenant will become effective ("**Effective Date**") upon its recordation among the land records of the Recorder of Deeds of the District of Columbia (hereinafter, the "**Land Records**").

RECITALS:

A. Ballpark 4 is the record owner of certain real property in the District of Columbia known as Lot 856 in Square 700, consisting of 27,558 square feet of land area, said property being more specifically described at Exhibit A (hereinafter "**Parcel A**").

E. Ballpark 4 is also the record owner of certain real property in the District of Columbia known as Lot 43 in Square 700, consisting of 8,000 square feet of land area, said property being more specifically described at Exhibit B (hereinafter "**Parcel A1**").

C. Ballpark 2 is the record owner of certain real property in the District of Columbia known as Lots 37-39, 45-46, and 803 in Square 700, consisting of 27,217 square feet of land area (hereinafter the "**BP2 Lots**").

D. On July 28, 2008, the Council of the District of Columbia enacted D.C. Act 17-474, the "Closing of a Public Alley in Square 700, S.O. 07-9626, Act of 2008". The act will be transmitted to Congress for a 30-legislative-day period of review. Once the act becomes effective, and upon the recordation of the final alley closing plat in the Office of the Surveyor, the land located within the existing public alley will automatically revert to Ballpark 2 and will be subdivided into a single record lot with the BP2 Lots. The area within the public alley to be closed consists of 2,411 square feet of land area (hereinafter the "**Alley Area**"). The BP2 Lots and the Alley Area together contain 29,628 square feet of land area and are collectively referred to herein as "**Parcel C**". Parcel C is more particularly described at Exhibit C. Parcel A, Parcel A1, and Parcel C are visually depicted at Exhibit D.

E. The District is the record owner of certain real property in the District of Columbia known as Lot 16 in Square 705, consisting of 851,638 square feet of land area, said property being more particularly described at Exhibit E (hereinafter, the "**Ballpark Site**"). The Ballpark Site is visually depicted at Exhibit F. The District is sometimes referred to herein as the "**Ballpark Site Owner**". Use of the



LT2-8-8-44

term "Ballpark Site Owner" in this Covenant shall be interpreted to refer to the District only in its capacity as the record owner of the Ballpark Site. Parcel A, Parcel A1, Parcel C, and the Ballpark Site are collectively referred to herein as the "**Parcels**" or individually as a "**Parcel**".

F. On or about July 21, 2006, the District entered into that certain sublease by and between the District and the District of Columbia Sports and Entertainment Commission ("**DCSEC**") (the "**Sublease**"). The Sublease grants to DCSEC certain rights, interests, and entitlements with respect to certain real property located within the Ballpark Site. The rights, interests, and entitlements granted to DCSEC under the Sublease specifically include "all development rights and entitlements" (hereinafter the "**DCSEC Development Rights**"). DCSEC utilized a portion of the DCSEC Development Rights to construct the Stadium, leaving a significant amount unused, including a portion that is the subject of this Covenant. By virtue of a subordinated agreement dated August 25th, 2008 and attached hereto as Exhibit G, DCSEC has indicated that it has no objection to the District use of such unused development rights for the purposes stated in this Covenant.

G. On November 18, 2002, the Zoning Commission for the District of Columbia ("**Zoning Commission**"), pursuant to its authority under D.C. Official Code Section 6-641.01 et seq. (2001), enacted amendments to the Zoning Regulations of the District of Columbia, February 2003, as amended, 11 DCMR ("**Zoning Regulations**") in Zoning Commission Order 971, Case Nos. 96-3/89-1, establishing and mapping a "Capitol Gateway Overlay District" ("**CG District**"). Such amendments have been codified at §§ 1600 to 1699 of the Zoning Regulations, and are hereinafter referred to as the "**CG Regulations**." On October 17, 2005, the Zoning Commission enacted amendments to the CG Regulations in Zoning Commission Order No. 05-08. On February 16, 2007, the Zoning Commission enacted additional amendments to the CG Regulations in Zoning Commission Order No. 05-10. Any reference in this Covenant to the Zoning Regulations or the CG Regulations shall be deemed to be a reference to the Zoning Regulations or the CG Regulations, as applicable, in effect as of the date of this Covenant.

H. The Zoning Regulations provide in § 1602 that two or more lots within the CG District may be combined for the purpose of allocating residential and nonresidential uses regardless of the normal limitation on floor area by uses on each lot; provided that the aggregate residential and nonresidential floor area shall not exceed the matter-of-right maximum height or density of the underlying zone district(s), except when bonus density is constructed.

I. The CR District allows for a total of 6.0 FAR of development of which no more than 3.0 may be used for nonresidential purposes. The CG Overlay allows buildings or combined lots a 7.0 FAR, subject to the same limitations on nonresidential GFA, and provided that the additional 1.0 FAR in excess of the matter-of-right maximum of 6.0 FAR must be devoted solely to residential uses other than hotels. For the purposes of this Covenant, each parcel shall be deemed to individually have a development potential as set forth in Paragraph U herein. The permitted FAR may be allocated through the combined lot development process as set forth in Paragraph 3 herein.

J Pursuant to § 1602.1 of the Zoning Regulations, the matter-of-right density on a property may be exceeded through a combined lot development with a second property, under which the owner of that second property permanently forgoes an equivalent amount of density on its site (a "**Density CLD**"). Pursuant to § 1602.1(a) of the Zoning Regulations, the density on any single parcel may not exceed 8.0

FAR on parcels for which a height of 110 feet is permitted or 8.5 FAR on parcels for which a height of 130 feet is permitted. Pursuant to § 1602.1(e) of the Zoning Regulations, the Zoning Commission may, at its discretion, grant an additional transfer of density of 1.0 FAR maximum to or within Square 700 such that the density on any single lot may not exceed 9.0 FAR on parcels for which a height of 110 feet is permitted or 9.5 on parcels for which a height of 130 feet is permitted. Pursuant to § 1602.1(b), the amount of nonresidential density transferred in a combined lot development covenant may not exceed the lesser of a density of 3.0 FAR or the amount of residential density being transferred.

K. Pursuant to § 631.1 of the Zoning Regulations, the matter-of-right nonresidential development on any property located within the CG/CR District is limited to 3.0 FAR. However, a property may exceed the limitation on nonresidential development through a combined lot development with a second property, under which the owner of that second property permanently forgoes an equivalent amount of nonresidential development rights on its site (a "Use CLD"). A property within the CG/CR District that receives unwanted residential density through a Density CLD may convert such residential density to nonresidential density through a Use CLD.

L. Pursuant to § 1602.2 of the Zoning Regulations, no allocation of gross floor area shall be effective unless an instrument, legally sufficient to effect such a transfer, is filed with the Zoning Administrator and recorded by the Recorder of Deeds in the Land Records against all lots included in the combined lot development. Pursuant to § 1602.3(d) of the Zoning Regulations, said instrument shall bind the present and future owners of a lot sending nonresidential gross floor area to another lot to forego nonresidential development and occupation of on-site area equal to the amount of gross floor area of nonresidential uses transferred.

M. Ballpark 4 intends to construct improvements on Parcel A and Parcel A1 that will contain approximately 337,801 square feet of gross floor area (9.50 FAR), all of which will be devoted to nonresidential uses. Ballpark 4 will file an application with the Zoning Commission for such improvements pursuant to Chapter 16 of the Zoning Regulations.

N. Ballpark 2 intends to construct improvements on Parcel C that will contain approximately 281,467 square feet of gross floor area (9.50 FAR) and will include both residential and nonresidential uses. Ballpark 2 will file an application with the Zoning Commission for such improvements pursuant to Chapter 16 of the Zoning Regulations.

O. The Parcels are located within a CG/CR District as identified in § 1600.1 of the Zoning Regulations and the Official Zoning Map.

P. The District and other owners of property located within the CG/CR District executed a combined lot development covenant dated May 16, 2006 and recorded in the Land Records for the District of Columbia on May 17, 2006 as Instrument No. 2006065785 (the "**First Covenant**") that, *inter alia*, transferred 30,003 square feet of nonresidential gross floor area and 40,004 square feet of residential gross floor area from the Ballpark Site to certain parcels of property located in Square 701.

Q. The District and other owners of property located within the CG/CR District executed a combined lot development covenant dated May 16, 2006 and recorded in the Land Records for the District of

Columbia on May 17, 2006 as Instrument No. 2006065787 (the "**Second Covenant**") that, *inter alia*, transferred 22,200 square feet of nonresidential gross floor area and 29,600 square feet of residential gross floor area from the Ballpark Site to certain parcels of property located in Square 701.

R. Ballpark 2, Ballpark 4, the District, and other record owners of property located within the CG/CR District executed a combined lot development covenant dated April 29, 2008 and recorded in the Land Records of the District of Columbia on April 30, 2008 as Instrument No. 2008046344 (the "**Third Covenant**") for the purpose of allocating residential and nonresidential gross floor area in accordance with § 1602 of the Zoning Regulations.

S. Ballpark 2, Ballpark 4, the District, and other record owners of property located within the CG/CR District executed an amendment to the Third Covenant, dated as of even date and recorded immediately prior hereto (the "**Amended Covenant**"), for the purpose of allocating residential and nonresidential gross floor area in accordance with § 1602 of the Zoning Regulations and releasing one of the original parties to the Third Covenant from the obligations thereof. The existing residential and nonresidential gross floor area for each Parcel as of the date of this Covenant is set forth in Paragraph V. The figures contained in Paragraph V reflect the previous density transfers effected by the Third Covenant and the Amended Covenant.

T. The Parties desire to enter into this Covenant with the District of Columbia to establish an allocation of residential and nonresidential gross floor area pursuant to § 1602 of the Zoning Regulations.

U. The Parties have entered into that certain memorandum of agreement dated July 7, 2008 (the "**MOA**"), which, *inter alia*, sets forth the respective obligations of each Party as to the allocations to be effected by this Covenant and specifies the circumstances under which this Covenant may terminate. All material terms of the MOA, including the termination provision set forth in MOA Section 5(d), are hereby incorporated as if fully set forth herein.

V. The gross floor area of the foregoing described properties is presently as follows:

<u>Parcel</u>	<u>Lot Area</u>	Maximum Permitted GFA for All Uses (Existing) ¹	Maximum Allowed Non-Residential GFA (Existing)
A	27,558 sf	192,906 sf	82,674 sf
A1	8,000 sf	56,000 sf	0 sf
C	29,628 sf	171,395 sf	36,683 sf
Ballpark Site	851,638 sf	5,839,659 sf	2,453,442 sf
TOTAL:	916,824 sf	6,259,960 sf	2,565,566 sf

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree for themselves, their successors and assigns, as follows:

1. The Ballpark Site Owner hereby agrees to forgo 44,448 square feet of nonresidential density, 44,448 square feet of residential density, and 210,680 square feet of nonresidential development rights for the benefit of Parcel A and Parcel A1. As a result, Parcel A will now have a maximum potential total gross floor area of 261,802 square feet (9.50 FAR), all of which may be devoted to nonresidential uses. Parcel A1 will now have a maximum potential total gross floor area of 76,000 square feet (9.50 FAR), all of which may be devoted to nonresidential uses. The Parties acknowledge that these figures differ from those set forth in the MOA, but agree that the above figures accurately reflect the amounts of additional residential and non-residential gross floor area needed to permit a development on Parcel C with a non-residential FAR of 9.5. The Parties further agree to amend the MOA so that its figures stated therein conform to those in this paragraph.

2. The Ballpark Site Owner hereby agrees to forgo 55,036 square feet of nonresidential density, 55,036 square feet of residential density, and 189,748 square feet of nonresidential development rights for the benefit of Parcel C. As a result, Parcel C will now have a maximum potential total gross floor area of 281,467 square feet (9.50 FAR), all of which may be devoted to nonresidential uses.

3. The declarations set forth in Paragraphs 1 and 2 establish the following allocation of maximum permitted total gross floor area and maximum permitted nonresidential gross floor area among the Parcels. The Parties hereby covenant that they will not exceed the maximum permitted total gross floor area and the maximum allowable nonresidential gross floor area as apportioned, and that the aggregate residential and nonresidential floor area will not exceed the limits of the CG/CR

¹ The maximum densities currently permitted on Parcel C and the Ballpark Site do not reflect the maximum density that is generally permitted as a matter of right within the CG/CR District. The allocations effected by the Third Covenant reduced the total permitted gross floor area on Parcel C from 207,396 square feet (7.0 FAR) to 171,395 square feet (5.78 FAR). Similarly, the First Covenant, Second Covenant, and Amended Covenant collectively reduced the total permitted gross floor area on the Ballpark Site from 5,961,466 square feet (7.0 FAR) to 5,839,659 square feet (6.86 FAR).

District as provided in § 1601.1 of the Zoning Regulations. The allocation of gross floor area is as follows:

<u>Parcel</u>	<u>Lot Area</u>	<u>Maximum Permitted GFA for All Uses (Existing)</u>	<u>Maximum Allowed Non-Residential GFA (Existing)</u>	<u>GFA of Non-Residential Uses Allocated</u>	<u>GFA of All Uses Allocated</u>	<u>Respective FAR following Combined Lot Development</u>
A	27,558 sf	192,906 sf	82,674 sf	261,802 sf (82,674 + 179,128)	261,802 sf (192,906 + 213,576 - 144,680)	9.50 FAR
A1	8,000 sf	56,000 sf	0 sf	76,000 sf (0 + 76,000)	76,000 sf (56,000 + 86,000 - 66,000)	9.50 FAR
C	29,628 sf	171,395 sf	36,683 sf	281,467 sf (36,683 + 244,784)	281,467 sf (171,395 + 299,820 - 189,748)	9.50 FAR
Ballpark Site	851,638 sf	5,839,659 sf	2,453,442 sf	1,953,530 sf (2,453,442 - 499,912)	5,640,691 sf (5,839,659 - 599,396 + 400,428)	6.62 FAR
TOTAL:	916,824 sf	6,259,960 sf	2,572,799 sf	2,572,799 sf	6,259,960 sf	6.83 FAR

4. Subject to the terms hereof, the Parcels will be used so as to conform to the apportionment of residential and nonresidential density and nonresidential development rights established in Paragraph 3. Consistent with Section 3(c) of the MOA, the density and use allocations for Parcel A and Parcel A1 as set forth in Paragraph 3 shall not be used until after the effective date of an order of the Zoning Commission approving the construction of improvements on Parcel A and Parcel A1, and then only to the extent that such additional density and non-residential uses are approved. The density and use allocations for Parcel C as set forth in Paragraph 3 shall not be used until after: (1) the effective date of an order of the Zoning Commission approving the construction of improvements on Parcel C, and then only to the extent that such additional density and non-residential uses are approved; and (2) the recordation of the final alley closing plat referenced in Recital D; and (3) the subdivision of all of the lots now contained in Parcel C into a single record lot with frontage on South Capitol Street. The density and use allocations set forth in Paragraph 3 may not be utilized until such development rights have vested in accordance with the terms of the MOA.

5. Parcel A Owner, as to Parcel A, and Parcel A1 Owner, as to Parcel A1, hereby agree that any and all improvements constructed on Parcel A and Parcel A1 shall be devoted exclusively to nonresidential uses, other than a hotel. The District shall not unreasonably withhold its consent to amend the requirements of this Paragraph 5 if: (1) Ballpark 4 acquires control of Lot 44 in Square 700; and (2) Ballpark 4 seeks to increase or decrease the total land area within the boundaries of Parcel A and Parcel A1. The District may reasonably withhold its consent to such amendment if the proposed boundary adjustment would reduce the combined land area of Parcel A and Parcel A1 by more than 3,556 square feet.

6. Parcel A, Parcel A1, Parcel C, and the Ballpark Site may be included in one or more subsequent combined lot developments with an allocation to said parcels of FAR so that improvements may be constructed on any of the Parcels without the necessity of the consent of the other parties to this covenant, except as such consent may be required pursuant to any agreements between and among the Parties, including any other person, entity, or party, and as permitted pursuant to Paragraph 10 herein.

7. Any improvement(s) constructed on the Parcels shall comply with the allocations set forth in Paragraph 3 of this Covenant so long as the Zoning Regulations may require, except as provided elsewhere herein.

8. The Parties hereby consent to the enforcement solely by the District administratively, at law or at equity, of the restrictions, covenants, obligations, easements and agreements contained in this Covenant, and nothing contained in this Covenant shall be deemed to vest any rights in any third party. Each Party also represents and warrants to the others that the remedies set forth in this Covenant are not exclusive, and that (i) the District and any agency, department or instrumentality thereof and (ii) the Parties may each pursue other remedies not specifically set forth herein.

9. The obligations of the Parties under this Covenant shall be considered covenants running with the Parcels and shall be binding in perpetuity upon the successors, heirs, executors, administrators or assigns of the Parties' interest in the Parcels and/or the existing or any future improvements thereon (including, but not limited to, the purchaser at any foreclosure sale and any mortgagees, at such time as such mortgagee becomes an owner of all or some of the Parcels, and their respective successors and assigns). References in this Covenant to the "Parcel A Owner", "Parcel A1 Owner", "Parcel C Owner", "Ballpark Site Owner", or to any "successor" or "assign" thereof shall be deemed to refer, respectively, to the party then holding title to any or all of Parcel A, Parcel A1, Parcel C, the Ballpark Site, or any improvements thereon. If a party no longer holds title to the Parcels, such party shall have no further obligations under this Covenant, including with regard to any representations and warranties made previously by such party, provided however that should any such party no longer hold fee title to the Parcels and such party shall have an unsatisfied monetary obligation to the District under this Covenant, then such party shall remain liable to the District for satisfaction of such obligation from and after the date that such party conveyed title until such time as that obligation is satisfied or relieved pursuant to District law. References in this Covenant to agencies, departments or instrumentalities of the District shall be deemed to include agencies, departments or instrumentalities proceeding to the jurisdiction thereof pursuant to the laws of the District.

10. The Parties acknowledge that each may engage in subsequent combined lot developments without the consent of the other Parties, except as such consent may be required pursuant to any agreements between and among the Parties, including any other person, entity, or party. Each Party agrees that the combined size of the land area and structures included in the instant combined lot development, and the amount of residential and nonresidential uses contained therein, will increase as a result of subsequent combined lot developments. Should any property included in a future combined lot development engage in a subsequent combined lot development, the size of the previous combined lot will also increase in the same manner, and any subsequent combined lot development covenants involving either of the lots in this Covenant shall include in its calculation of residential and non-

residential uses all of the structures and land area involved in this Covenant plus the area of the land and structures that have been added to this combined lot by virtue of all subsequent combined lot developments that can be traced back to this combined lot development.

11. Any conveyance of Parcel A, Parcel A1, Parcel C, the Ballpark Site, or any part(s) thereof, shall be undertaken subject to the aforementioned allocations and shall contain a covenant by the grantee or grantees therein that said grantee or grantees shall be bound by and will observe and carry out each and every covenant made herein.

12. Each purchaser or other transferee of all or part of Parcel A, Parcel A1, Parcel C, or the Ballpark Site shall be deemed to take subject to the respective obligations of the Parcel A Owner, Parcel A1 Owner, Parcel C Owner, or the Ballpark Site Owner, as under this Covenant, and the interest of any mortgagee shall be subject and subordinate to the covenants set forth in this Covenant. This provision shall apply to each and every sale, mortgage, transfer, conveyance or encumbrance, recorded or unrecorded, regardless of whether or not the District has waived its rights to notice, whether by action or non-action, in connection with any previous sale, mortgage, transfer, conveyance or encumbrance, whether one or more.

13. Except for those circumstances where amendments or termination are authorized or required by the MOA, this Covenant may be substantively amended or terminated only with the approval of all of the Parties and the Zoning Commission, after public hearing, and only upon a finding that the proposed amendment or termination is fully justified and consistent with the purposes of the CG Regulations.

14. The Parties hereby represent and warrant to the District as of Effective Date each of which representation and warranty shall also be true as to their respective properties as of the Effective Date as follows:

(a) The Parties have the full, unencumbered legal capacity and authority under the laws of the District of Columbia to enter into this Covenant.

(b) There are no restrictions or adverse claims of record on the use of, or otherwise relating to, Parcel A, Parcel A1, Parcel C, or the Ballpark Site, nor are there any obligations or encumbrances of any kind, the requirements of which have not been waived and subordinated that would impair, delay, prevent or preclude in any manner whatsoever, now or in the future, the imposition of the restrictions, covenants, obligations, warranties, limitations and agreements contained in this Covenant on the Parties, or the Parcels.

15. The Parties hereby agree to indemnify the District and each of its agencies, departments and instrumentalities from and against any and all loss, cost, harm or damage (including, without limitation, attorneys' fees) arising from or related in any way to the assertion of any adverse claim to the combined lot development rights established pursuant to this Covenant or the Zoning Regulations (except for any gross negligence or willful misconduct on the part of the District). The District recognizes that the Parties are proceeding with this Covenant in reliance upon the Zoning Regulations as the same exist on the Execution Date being in effect on the Effective Date. The requirements of this Paragraph 15 shall not apply to the District of Columbia in the event it acquires title to any of the

Parcels. The Mortgagee shall receive notice of any indemnity obligation under this Paragraph 14 and shall be provided an opportunity to cure such obligation within sixty days of such notice.

16. Attached hereto as Exhibit H is a true and accurate copy of the written statement required of the Office of Planning pursuant to the second sentence of §1602.5 of the Zoning Regulations.

17. The respective obligations of the Parties under this Covenant shall be several (and not joint). Notwithstanding the foregoing, none of the Parties, nor their successors and assigns, shall have any personal liability for the performance of the obligations of any other Party under this Covenant, it being understood that the District's recourse in the event of a breach by any of the Parties shall be enforcement against that Party in accordance with this Covenant.

18. Nothing herein shall restrict or impair the Zoning Commission for the District of Columbia from exercising its legal power to amend or repeal the Zoning Regulations of the District of Columbia. Nothing contained herein shall prevent the Parties from challenging, contesting or supporting such repeal or amendment.

19. All exhibits and appendices referred to in this Covenant hereby are incorporated herein and made an integral part of this Covenant.

20. If any provision of this Covenant or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Covenant or the application of such provision or such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

21. All notices, demands, requests, consents, approvals, and other communications which may be or are required to be given hereunder shall be in writing and shall be sent by mail or delivered as follows:

If to Parcel A Owner: F. Russell Hines, Executive Vice President
Monument Realty LLC
1155 Connecticut Avenue, N.W.
Washington, DC 20036
Phone: 202-777-2010
Fax: 202-777-2020

With a Copy to: Holland & Knight LLP
2099 Pennsylvania Ave, NW
Suite 100
Washington, DC 20006
Attn: Norman M. Glasgow, Jr., Esq.

If to Parcel A1 Owner: F. Russell Hines, Executive Vice President
Monument Realty LLC
1155 Connecticut Avenue, N.W.
Washington, DC 20036
Phone: 202-777-2010
Fax:202-777-2020

With a Copy to: Holland & Knight LLP
2099 Pennsylvania Ave, NW
Suite 100
Washington, DC 20006
Attn: Norman M. Glasgow, Jr., Esq.

If to Parcel C Owner: F. Russell Hines, Executive Vice President
Monument Realty LLC
1155 Connecticut Avenue, N.W.
Washington, DC 20036
Phone: 202-777-2010
Fax:202-777-2020

With a Copy to: Holland & Knight LLP
2099 Pennsylvania Ave, NW
Suite 100
Washington, DC 20006
Attn: Norman M. Glasgow, Jr., Esq.

If to the Ballpark Site Owner: Zoning Administrator
Office of the Zoning Administrator
Second Floor
941 North Capitol Street, NE
Washington, DC 20002

With a copy to: Director, Office of Planning
801 North Capitol Street, NE
4th Floor
Washington, DC 20002

And: Chief, Land Use and Public Works Section
Commercial Division
Office of Attorney General for the District of Columbia
1100 15th Street, NW
Suite 800
Washington, DC 20005-1707.

If to the District: Zoning Administrator
Office of the Zoning Administrator
Second Floor
941 North Capitol Street, NE
Washington, DC 20002

With a copy to: Director, Office of Planning
801 North Capitol Street, NE
4th Floor
Washington, DC 20002

And: Chief, Land Use and Public Works Section
Commercial Division
Office of Attorney General for the District of Columbia
1100 15th Street, NW
Suite 800
Washington, DC 20005-1707.

Any party may change any address for the purposes of this Covenant by giving notice in accordance with this Paragraph 21.

22. Each notice, demand, request, consent, approval, or other communication shall be either (i) sent by registered or certified mail, postage prepaid, return receipt requested, or (ii) delivered by hand, or recognized overnight courier, receipt requested, and shall be deemed sufficiently given if mailed, the date of acceptance or refusal of delivery as indicated by the appropriate receipt/deliver document.

23. If a mortgagee of a defaulting Party's Parcel shall have given to the other, non-defaulting Parties a written notice specifying the name and address of such mortgagee at any time before such defaulting Party commits a default hereunder, then the non-defaulting Parties shall send to such mortgagee, in the manner specified herein for the giving of notices, a copy of each notice of default or demand for performance at the same time as and whenever any such notice or demand shall thereafter be given by the non-defaulting Parties to the defaulting Party, addressed to such mortgagee at the address last furnished to the non-defaulting Parties. For purposes of this section, the term "mortgagee" shall include a mezzanine lender. Notice under this Paragraph 23 is deemed received from Lehman Brothers Holdings Inc. (the "Mortgagee"), and all notices, demands, requests, consents, approvals, and other communications which may be or are required to be given hereunder shall be in writing and shall be sent by mail or delivered to the Mortgagee as follows:

If to the Mortgagee: Lehman Brothers Holdings Inc.
399 Park Avenue
8th Floor
New York, NY 10022
Attention: David S. Broderick, Esq.
Telephone: (212) 526-2987
Facsimile: (212) 758-5387
MTS No. WH5741 | Asset No. 1155801

With a Copy to: Lehman Brothers Holdings Inc.
399 Park Avenue
8th Floor
New York, NY 10022
Attention: Joelle Halperin, Esq.
Telephone: (212) 526-2453
Facsimile: (212) 758-5387
MTS No. WH5741 | Asset No. 1155801

And: Windels Marx Lane & Mittendorf, LLP
156 West 56th Street
New York, NY 10019
Attention: James J. Thomas, Esq.

And: Trimont Real Estate Advisors
Monarch Tower
3424 Peachtree Road, N.E.
Suite 2200
Atlanta, GA 30326
Attention: Tina Frey
Facsimile: (404) 230-6601
MTS No. WH5741 | Asset No. 1155801

24. Neither this Covenant, nor any amendment or modification of this Covenant, made or recorded after the date of recordation among the Land Records of a mortgagee's mortgage encumbering a Parcel, shall be effective with respect to such mortgagee's interest in such Parcel unless such mortgagee consents in writing to this Covenant and any such amendment or modification. Each Party agrees to diligently pursue the written consent of any mortgagee having the right to approve pursuant to the foregoing sentence.

25. This Covenant shall be construed and enforced in accordance with and be governed by the laws of the District (without regard to conflicts of laws principles).

26. In the event of any inconsistency between the material terms of this Covenant and the material terms of the MOA, the more restrictive provision shall apply.

27. This Covenant may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signatures on following pages]

IN WITNESS WHEREOF, on the 3rd day of July 2008, MR Ballpark 2 LLC, a Delaware limited liability company, owner of Lots 37-39, 45-46, 803 and a portion of a public alley to be closed in Square 700 in the District of Columbia has caused these presents to be executed by F. Russell Hines, its authorized representative, as of the date set forth above.

MR BALLPARK 2 LLC,

By: **MR/LB BALLPARK 2 LLC,**
a member and its administrative member

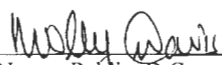
By: **MR BALLPARK 2 CAPITAL LLC,**
its administrative managing member

By: 
Name: F. Russell Hines
Title: Authorized Signatory

)
) ss:
)

I, Molly Davis, a Notary Public in and for the District of Columbia, do hereby certify that F. Russell Hines, who is personally well known to me (or satisfactorily proven by the oath of credible witnesses or other witnesses) to be the person named as the authorized representative of MR Ballpark 2 LLC in the foregoing Covenant hereto annexed, personally appeared before me and acknowledged the execution and delivery of this Covenant as the act and deed of MR Ballpark 2 LLC.

GIVEN under my hand and seal this 3rd day of July, 2008.


Notary Public, D.C.

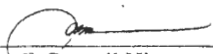
My commission expires: Molly L. Davis
Notary Public, District of Columbia
My Commission Expires 11/14/2012

IN WITNESS WHEREOF, on the 3rd day of July 2008, MR Ballpark 4 LLC, a Delaware limited liability company, owner of Lots 43 and 866 in Square 700 in the District of Columbia has caused these presents to be executed by F. Russell Hines, its authorized representative, as of the date set forth above.

MR BALLPARK 4 LLC,

By: **MR/LB BALLPARK 4 LLC,**
a member and its administrative member

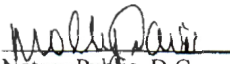
By: **MR BALLPARK 4 CAPITAL LLC,**
its administrative managing member

By: 
Name: F. Russell Hines
Title: Authorized Signatory

)
) ss:
)

I, Molly Davis, a Notary Public in and for the District of Columbia, do hereby certify that F. Russell Hines, who is personally well known to me (or satisfactorily proven by the oath of credible witnesses or other witnesses) to be the person named as the authorized representative of MR Ballpark 4 in the foregoing Covenant hereto annexed, personally appeared before me and acknowledged the execution and delivery of this Covenant as the act and deed of MR Ballpark 4 LLC.

GIVEN under my hand and seal this 3rd day of July, 2008.

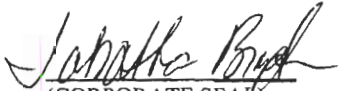

Notary Public, D.C.

My commission expires: Molly L. Davis
Notary Public, District of Columbia
My Commission Expires 11/14/2012

IN WITNESS WHEREOF, the Mayor of the DISTRICT OF COLUMBIA having first considered and approved the foregoing Covenant, has directed the execution thereof in the name of said DISTRICT OF COLUMBIA by the Executive Secretary, D.C., who has hereunto set her hand and affixed the seal of the DISTRICT OF COLUMBIA hereunto under authority of the Act of Congress entitled "An Relieve the Commissioners of the District of Columbia of Certain Ministerial Duties" approved February 11, 1932.

ATTEST:

DISTRICT OF COLUMBIA
(a municipal corporation)

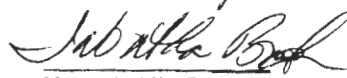

(CORPORATE SEAL)

By: 

DISTRICT OF COLUMBIA, ss:

I, Tabatha Braxton a Notary Public in and for the District of Columbia, do hereby certify that Dr. Stephen Smith, who is personally well known to me as the person named as acting for the Secretary to the Mayor of the District of Columbia in the foregoing Covenant bearing date of the 22 day of August, 2008, and hereunto annexed, personally appeared before me in said District, and as acting for the Secretary aforesaid, and by virtue of the authority in him vested acknowledged the same to be the act and deed of the Mayor of the District of Columbia.

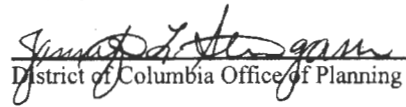
GIVEN under my hand and seal this 22nd day of August, 2008.


Notary Public, D.C.

My commission expires: _____

TABATHA BRAXTON
Notary Public District of Columbia
My Commission Expires May 14, 2012

APPROVED:


District of Columbia Office of Planning

Zoning Administrator for the District of Columbia

CERTIFIED AS TO LEGAL SUFFICIENCY:

Office of Attorney General, District of Columbia

APPROVED:

District of Columbia Office of Planning

Matth Zeke 8-11-08
Zoning Administrator for the District of Columbia

CERTIFIED AS TO LEGAL SUFFICIENCY:

Office of Attorney General, District of Columbia

1

District of Columbia Office of Planning

Zoning Administrator for the District of Columbia

CERTIFIED AS TO LEGAL SUFFICIENCY:

Alan Boyer
Office of Attorney General, District of Columbia

EXHIBIT A

Legal Description of Parcel A

PARCEL A
METES ANDS BOUNDS DESCRIPTION
A&T LOT 866 SQUARE 700
DISTRICT OF COLUMBIA

ALL THAT CERTAIN LOT OR PARCEL OF LAND, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF VAN STREET, S.E. (50' WIDE), WITH THE SOUTHERLY LINE OF M STREET, S.E. (90' WIDE), THENCE WITH SAID WESTERLY LINE OF VAN STREET, S.E.;

1. DUE SOUTH 236.00 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY LINE WITH THE DIVISION LINE BETWEEN LOT 44, SQUARE 700, ON THE SOUTH AND A&T LOT 866, SQUARE 700, ON THE NORTH, THENCE WITH SAID DIVISION LINE;
2. DUE WEST, 150.67 FEET TO THE POINT OF INTERSECTION OF SAID DIVISION LINE WITH THE EASTERLY LINE OF SOUTH CAPITOL STREET, S.E. (130' WIDE), THENCE WITH SAID EASTERLY LINE OF SOUTH CAPITOL STREET, S.E.;
3. DUE NORTH, 156.00 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY LINE WITH THE DIVISION LINE BETWEEN LOT 43, SQUARE 700, ON THE NORTH AND A&T LOT 866, SQUARE 700, ON THE SOUTH, THENCE WITH SAID DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES;
4. DUE EAST, 100.00 FEET TO A POINT, THENCE;
5. DUE NORTH, 80.00 FEET TO THE POINT OF INTERSECTION OF SAID DIVISION LINE WITH THE SOUTHERLY LINE OF M STREET, S.E., THENCE WITH SAID SOUTHERLY LINE OF M STREET, S.E.;
6. DUE EAST, 50.67 FEET TO THE PLACE OF BEGINNING.

CONTAINING 27,558 SQUARE FEET OR 0.6326 ACRE

EXHIBIT B

Legal Description of Parcel A1

PARCEL A1
METES AND BOUNDS DESCRIPTION
LOT 43
PART OF SQUARE 700
DISTRICT OF COLUMBIA

ALL THAT CERTAIN LOT OR PARCEL OF LAND, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF SOUTH CAPITOL STREET, S.E. (130' WIDE), WITH THE SOUTHERLY LINE OF M STREET, S.E. (90' WIDE), THENCE WITH SAID SOUTHERLY LINE OF M STREET;

1. DUE EAST, 100.00 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE WITH THE DIVISION LINE BETWEEN LOT 43, SQUARE 700, ON THE WEST AND A&T LOT 866, SQUARE 700, ON THE EAST, THENCE WITH SAID DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES;
2. DUE SOUTH, 80.00 FEET TO A POINT, THENCE;
3. CONTINUING, DUE WEST, 100.00 TO THE POINT OF INTERSECTION OF SAID DIVISION LINE WITH THE EASTERLY LINE OF SOUTH CAPITOL STREET, THENCE WITH SAID EASTERLY LINE OF SOUTH CAPITOL STREET;
4. DUE NORTH, 80.00 FEET TO THE PLACE OF BEGINNING.

CONTAINING 8,000 SQUARE FEET OR 0.1837 ACRES.

EXHIBIT C

Legal Description of Parcel C

PARCEL C
METES ANDS BOUNDS DESCRIPTION
LOTS 37, 38, 39, 45, 46, 803 AND A 16' WIDE PUBLIC ALLEY
PART OF SQUARE 700
DISTRICT OF COLUMBIA

ALL THAT CERTAIN LOT OR PARCEL OF LAND, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF SOUTH CAPITOL STREET, S.E. (130' WIDE), WITH THE NORTHERLY LINE OF N STREET, S.E. (90' WIDE), THENCE WITH SAID EASTERLY LINE OF SOUTH CAPITOL STREET, S.E.;

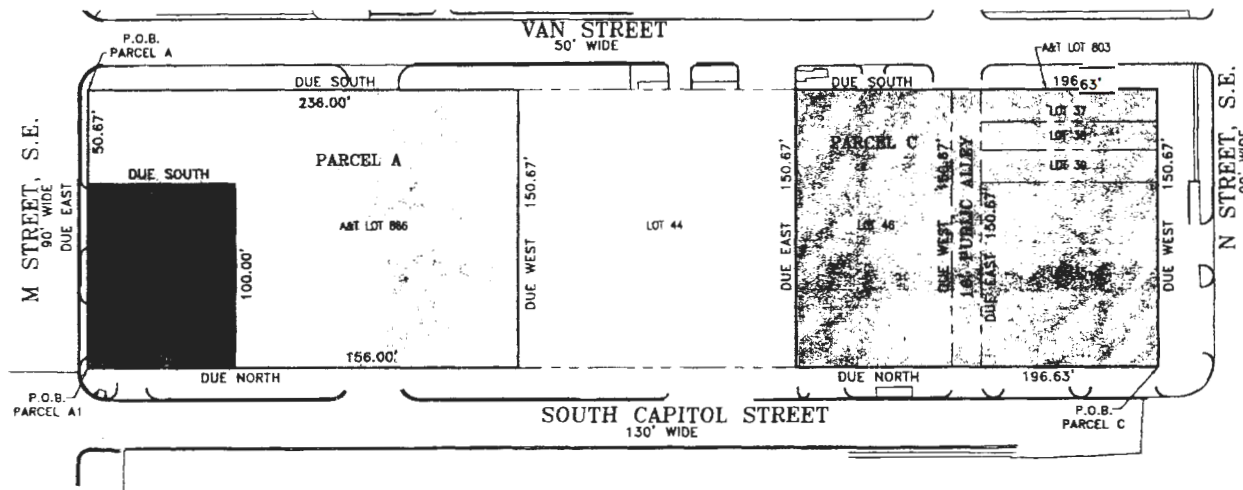
1. DUE NORTH, 196.63 FEET TO A POINT OF INTERSECTION OF SAID EASTERLY LINE WITH THE DIVISION LINE BETWEEN LOT 46, SQUARE 700, ON THE SOUTH AND LOT 44, SQUARE 700, ON THE NORTH, THENCE WITH SAID DIVISION LINE;
2. DUE EAST, 150.67 FEET TO THE POINT OF INTERSECTION OF SAID DIVISION LINE WITH THE WESTERLY LINE OF VAN STREET, S.E. (50' WIDE), THENCE WITH THE WESTERLY LINE OF VAN STREET;
3. DUE SOUTH, 196.63 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY LINE WITH THE NORTHERLY LINE OF N STREET, S.E. (90' WIDE);
4. DUE WEST, 150.67 FEET TO THE PLACE OF BEGINNING.

CONTAINING 29,626 SQUARE FEET OR 0.6801 ACRES.

EXHIBIT D
[Plat Illustrating the Square 700 Properties]



D1



PARCEL A A&T LOT 866 TOTAL AREA: 27,556 S.F. OR 0.6326 AC.

PARCEL A1 LOT 43 TOTAL AREA: 8,000 S.F. OR 0.1837 AC.

PARCEL C

LOTS 37-39, 45, 803: 14,464 S.F. OR 0.3321 AC.
LOT 46: 12,751 S.F. OR 0.2927 AC.
PUBLIC ALLEY: 2,411 S.F. OR 0.0553 AC.
TOTAL AREA: 29,626 S.F. OR 0.6801 AC.



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EXHIBIT 'A'
SQUARE 700
DISTRICT OF COLUMBIA

SCALE: 1" = 50' AUGUST 11, 2008

2020 DING DR., SUITE 300
STERLING, VIRGINIA 20154
703.464.9400 - 703.464.9777 FAX
www.bohler-engineering.com

506209010 E08

EXHIBIT E

Legal Description of the Ballpark Site

METES AND BOUNDS DESCRIPTION
LOT 16
PART OF SQUARE 705
DISTRICT OF COLUMBIA

ALL THAT CERTAIN LOT OR PARCEL OF LAND, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF SOUTH CAPITOL STREET, S.E. (130' WIDE), WITH THE SOUTHERLY LINE OF N STREET, S.E. (90' WIDE), THENCE WITH SAID SOUTHERLY LINE OF N STREET, S.E.;

1. DUE EAST, 782.67 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE OF N STREET, S.E. WITH THE WESTERLY LINE OF FIRST STREET, S.E. (110' WIDE), THENCE WITH SAID WESTERLY LINE OF FIRST STREET, S.E.;
2. DUE SOUTH, 885.66 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY LINE OF FIRST STREET, S.E. WITH THE NORTHERLY LINE OF POTOMAC AVENUE, S.E. (160' NOMINAL WIDTH RIGHT-OF-WAY), THENCE WITH SAID NORTHERLY LINE OF POTOMAC AVENUE, S.E.;
3. SOUTH 62 DEGREES – 27 MINUTES – 00 SECONDS WEST, 853.95 FEET THE POINT OF INTERSECTION OF SAID NORTHERLY LINE OF POTOMAC AVENUE, S.E. WITH THE EASTERLY LINE OF SOUTH CAPITOL STREET, S.E. (130' WIDE), THENCE WITH SAID EASTERLY LINE OF SOUTH CAPITOL STREET, S.E., THE FOLLOWING TWO COURSES AND DISTANCES;
4. 102.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 822.38 FEET, A CENTRAL ANGLE OF 07 DEGREES – 06 MINUTES – 35 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 41 DEGREES – 30 MINUTES – 35 SECONDS WEST, 101.98 FEET TO A POINT, THENCE;
5. CONTINUING, DUE NORTH, 1181.90 FEET TO THE PLACE OF BEGINNING.

CONTAINING 851,638 SQUARE FEET OR 19.5509 ACRES.

EXHIBIT F

[Plat Illustrating the Ballpark Site]



F1

FIRST STREET, S.E.

DUE SOUTH 110' WIDE 885.66'

OFFICE OF THE SURVEYOR
DISTRICT OF COLUMBIA

N STREET, S.E.

DUE EAST 90' WIDE 782.67'

POTOMAC AVENUE, S.E.
S67°27'00"W 160' WIDE 853.55'

P.O.B. LOT 16

DUE NORTH 1161.90'

SOUTH CAPITOL STREET
130' WIDE

EXHIBIT

SQUARE 705

DISTRICT OF COLUMBIA

SCALE: 1" = 100'

AUGUST 11, 2008



LOT 16

LOT 16 TOTAL AREA: 851,638 S.F. OR 19.5509 AC.



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506205000 EXE

EXHIBIT G

[Subordination Agreement with the D.C. Sports and Entertainment Commission]

[REDACTED]

SUBORDINATION AND RELEASE AGREEMENT

THIS SUBORDINATION AND RELEASE AGREEMENT ("Agreement"), dated as of ~~April 25~~ ^{July 25} 2008, is made by and between THE DISTRICT OF COLUMBIA SPORTS AND ENTERTAINMENT COMMISSION, a corporate instrumentality of the District of Columbia government ("DCSEC"), and THE DISTRICT OF COLUMBIA GOVERNMENT ("District") (individually, a "Party" and collectively, the "Parties").

WHEREAS, on or about July 21, 2006, the District entered into that certain sublease by and between the District and DCSEC, which has been recorded among the land records of the District of Columbia as Instrument No. 2006099089, (the "Sublease"). The Sublease grants to DCSEC certain rights, interests, and entitlements with respect to certain real property located in the District of Columbia and improved with a Major League Baseball Stadium (the "Stadium"), identified for purposes of assessment and taxation as Lot 16 in Square 705 and more particularly described in Exhibit A attached hereto (the "Stadium Site"). The rights, interests and entitlements granted to DCSEC under the Sublease specifically include all "development rights and entitlements" (hereinafter the "DCSEC Development Rights").

WHEREAS, DCSEC utilized a portion of the DCSEC Development Rights to construct the Stadium, leaving a significant amount unused.

WHEREAS, the District has need of a portion of such unused DCSEC Development Rights associated with that portion of the Stadium Site situated to the north of the former O Street right-of-way. Specifically, the District has need of 374,945 square feet of unused residential and non-residential density and 585,207 square feet of unused non-residential development rights. (such unused DCSEC Development Rights hereinafter the "Released DCSEC Development Rights").

WHEREAS, DCSEC has no objection to the District's use of the Released DCSEC Development Rights.

NOW THEREFORE, in consideration for the sum of \$10.00 and other consideration, the sufficiency of which is hereby acknowledged, DCSEC, for itself, its officers, directors, employees, assigns, and successors in interest, hereby agrees as follows:

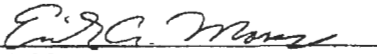
1. The foregoing Recitals are incorporated into this Agreement and made a part of the substantive provisions hereof as if they were fully restated herein.
2. DCSEC has not previously exercised, nor will it exercise, any rights in connection with the Released DCSEC Development Rights, including but not limited to transferring, encumbering, assigning, hypothecating, alienating or disbursing any of the use or density or development rights heretofore described in this Agreement.
3. DCSEC hereby subordinates and releases its interest in the Released DCSEC Development Rights to the District and the District accepts such subordination and release.

4. The undersigned are duly authorized to execute and deliver this Agreement.

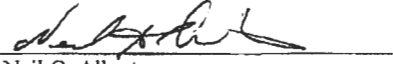
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

**DISTRICT OF COLUMBIA SPORTS AND
ENTERTAINMENT COMMISSION**

By: 
Erik A. Moses
Chief Executive Officer

**DISTRICT OF COLUMBIA
GOVERNMENT**

By: 
Neil O. Albert
Deputy Mayor for Planning and Economic
Development
(Pursuant to Delegation by Mayor's
Order)

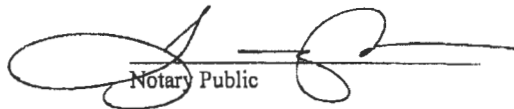
Approved as to Legal Sufficiency:

Name: _____
Title: _____

In the District of Columbia:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Erik A. Moses, Chief Executive Officer of the District of Columbia Sports and Entertainment Commission, personally well known (or satisfactorily proven by the oath of credible witnesses) to me to be the individual who executed the foregoing and annexed Subordination and Release Agreement ("Agreement"), bearing date as of _____, 2008, who, being by me first duly sworn, did depose and state that he, acting on behalf of the DISTRICT OF COLUMBIA SPORTS AND ENTERTAINMENT COMMISSION, a party to the foregoing and annexed Agreement, acknowledged the same to be his free act and deed made on behalf of said COMMISSION for the uses and purposes therein contained.

WITNESS my hand and official seal this 21st day of August, 2008.


Notary Public

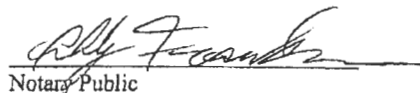
[Notarial Seal]

My Commission Expires: 6/30/2009.

In the District of Columbia:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Neil O. Albert, Deputy Mayor for Planning and Economic Development, personally well known (or satisfactorily proven by the oath of credible witnesses) to me to be the individual who executed the foregoing and annexed Subordination and Release Agreement ("Agreement"), bearing date as of _____, 2008, who, being by me first duly sworn, did depose and state that he, acting on behalf of the DISTRICT OF COLUMBIA, a party to the foregoing and annexed Agreement, acknowledged the same to be his free act and deed made on behalf of said DISTRICT for the uses and purposes therein contained.

WITNESS my hand and official seal this 25 day of August, 2008.


Notary Public

[Notarial Seal]

My Commission Expires: 1/14/2013.

Abby Frankson
Notary Public, District of Columbia
My Commission Expires 1/14/2013

EXHIBIT A
(Legal Description of Stadium Site)

[REDACTED]

EXHIBIT A

Legal Description of Lot 16 in Square 705

METES AND BOUNDS DESCRIPTION
LOT 16
PART OF SQUARE 705
DISTRICT OF COLUMBIA

ALL THAT CERTAIN LOT OR PARCEL OF LAND, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF SOUTH CAPITOL STREET, S.E. (130' WIDE), WITH THE SOUTHERLY LINE OF N STREET, S.E. (90' WIDE), THENCE WITH SAID SOUTHERLY LINE OF N STREET, S.E.;

1. DUE EAST, 782.67 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE OF N STREET, S.E. WITH THE WESTERLY LINE OF FIRST STREET, S.E. (110' WIDE), THENCE WITH SAID WESTERLY LINE OF FIRST STREET, S.E.;
2. DUE SOUTH, 885.66 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY LINE OF FIRST STREET, S.E. WITH THE NORTHERLY LINE OF POTOMAC AVENUE, S.E. (160' NOMINAL WIDTH RIGHT-OF-WAY), THENCE WITH SAID NORTHERLY LINE OF POTOMAC AVENUE, S.E.;
3. SOUTH 62 DEGREES – 27 MINUTES – 00 SECONDS WEST, 853.95 FEET THE POINT OF INTERSECTION OF SAID NORTHERLY LINE OF POTOMAC AVENUE, S.E. WITH THE EASTERLY LINE OF SOUTH CAPITOL STREET, S.E. (130' WIDE), THENCE WITH SAID EASTERLY LINE OF SOUTH CAPITOL STREET, S.E., THE FOLLOWING TWO COURSES AND DISTANCES;
4. 102.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 822.38 FEET, A CENTRAL ANGLE OF 07 DEGREES – 06 MINUTES – 35 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 41 DEGREES – 30 MINUTES – 35 SECONDS WEST, 101.98 FEET TO A POINT, THENCE;
5. CONTINUING, DUE NORTH, 1181.90 FEET TO THE PLACE OF BEGINNING.

CONTAINING 851,638 SQUARE FEET OR 19.5509 ACRES.

EXHIBIT H

Office of Planning Statement

This certification is identified as Exhibit H to Combined Lot Development Covenant No. 4 (the "Covenant") among MR BALLPARK 2 LLC (the "Ballpark 2"), BALLPARK 4 LLC ("Ballpark 4"), and the District of Columbia (the "District").

The purpose of this statement is to confirm the amounts of residential and nonresidential gross floor area that are allocated among the Parcels (each defined in the Covenant) pursuant to the provisions of the Capitol Gateway Overlay District ("CG District") set forth in 11 DCMR Chapter 16, as amended (the "CG Regulations"). Section 1602 of the CG Regulations sets forth provisions for flexibility in allocating residential and nonresidential uses and development among lots in the overlay.

The Parcels are all located within the CG/CR zoning district and are therefore eligible to allocate residential and nonresidential uses pursuant to Chapter 16 of the Zoning Regulations. The CG/CR zoning district allows as a matter of right a maximum density of 7.0 FAR for mixed-use projects with a maximum nonresidential FAR of 3.0. Pursuant to Section 1602.1 of the Zoning Regulations, the matter-of-right density on a property may be exceeded through a combined lot development with a second property, under which the owner of that second property permanently forgoes an equivalent amount of density on its site (a "Density CLD"). Pursuant to Section 1602.1(a) of the Zoning Regulations, the density on any single parcel may not exceed 8.0 FAR on parcels for which a height of 110 feet is permitted or 8.5 FAR on parcels for which a height of 130 feet is permitted. Pursuant to Section 1602.1(e) of the Zoning Regulations, the Zoning Commission may, at its discretion, grant an additional transfer of density of 1.0 FAR maximum to or within Square 700 such that the density on any single lot may not exceed 9.0 FAR on parcels for which a height of 110 feet is permitted or 9.5 on parcels for which a height of 130 feet is permitted. Pursuant to Section 1602.1(b), the amount of nonresidential density transferred in a combined lot development covenant may not exceed the lesser of a density of 3.0 FAR or the amount of residential density being transferred.

Pursuant to Section 631.1 of the Zoning Regulations, the matter-of-right nonresidential development on any property located within the CG/CR District is limited to 3.0 FAR. However, a property may exceed the limitation on nonresidential development through a combined lot development with a second property, under which the owner of that second property permanently forgoes an equivalent amount of nonresidential development rights on its site (a "Use CLD"). A property within the CG/CR District that receives unwanted residential density through a Density CLD may convert such residential density to nonresidential density through a Use CLD.

The District and other owners of property located within the CG/CR District executed a combined lot development covenant dated May 16, 2006 and recorded in the Land Records for the District of Columbia on May 17, 2006 as Instrument No. 2006065785 (the "First Covenant") that, *inter alia*, transferred 30,003 square feet of nonresidential gross floor area and 40,004 square feet of residential gross floor area from the Ballpark Site to certain parcels of property located in Square 701.

The District and other owners of property located within the CG/CR District executed a combined lot development covenant dated May 16, 2006 and recorded in the Land Records for the District of Columbia on May 17, 2006 as Instrument No. 2006065787 (the "Second Covenant") that, *inter alia*, transferred 22,200 square feet of nonresidential gross floor area and 29,600 square feet of residential gross floor area from the Ballpark Site to certain parcels of property located in Square 701.

Ballpark 2, Ballpark 4, the District, and other owners of property located within the CG/CR District

entered into a combined lot development covenant (the "Third CLD Covenant"), dated April 29, 2008 and recorded in the Land Records of the District of Columbia on April 30, 2008 as Instrument No. 2008046344, for the purpose of allocating residential and nonresidential gross floor area in accordance with Section 1602 of the Zoning Regulations.

Ballpark 2, Ballpark 4, the District, and other owners of property located within the CG/CR District executed an amendment to the Third Covenant dated as of even date and recorded immediately prior hereto (the "Amended Covenant") for the purpose of allocating residential and nonresidential gross floor area in accordance with Section 1602 of the Zoning Regulations and releasing one of the original parties to the Third Covenant from the obligations thereof.

Parcel A contains a land area of 27,558 square feet. The maximum development currently permitted on Parcel A is 192,906 square feet of gross floor area, no more than 82,674 square feet of which may be devoted to nonresidential uses.

Parcel A1 contains a land area of 8,000 square feet. The maximum development currently permitted on Parcel A1 is 56,000 square feet of gross floor area, none of which may be devoted to nonresidential uses.

Parcel C contains a land area of 29,628 square feet. The maximum development currently permitted on Parcel C is 171,395 square feet of gross floor area, no more than 36,683 square feet of which may be devoted to nonresidential uses.

The Ballpark Site contains a land area of 851,638 square feet. The maximum development currently permitted on the Ballpark Site is 5,839,659 square feet of gross floor area, no more than 2,453,442 square feet of which may be devoted to nonresidential uses.

Covenant No. 4 is designed to effect the following transfers of density among the parcels within the Combined Lot Development:

Density CLD

1. Between Parcel A and the Ballpark Site
 - a. Parcel A will receive 34,448 square feet of nonresidential density from the Ballpark Site.
 - b. Parcel A will receive 34,448 square feet of residential density from the Ballpark Site.
2. Between Parcel A1 and the Ballpark Site
 - a. Parcel A1 will receive 10,000 square feet of nonresidential density from the Ballpark Site.
 - b. Parcel A1 will receive 10,000 square feet of residential density from the Ballpark Site.
3. Between Parcel C and the Ballpark Site
 - a. Parcel C will receive 55,036 square feet of nonresidential density from the Ballpark Site.
 - b. Parcel C will receive 55,036 square feet of residential density from the Ballpark Site.

Following the transfers effected by the Density CLD described above, the maximum permitted development on each parcel within the Combined Lot Development will be as follows:

1. Parcel A
 - a. Residential: 144,680 square feet (5.25 FAR)
 - b. Nonresidential: 117,121 square feet (4.25 FAR)
 - c. Total: 261,801 square feet (9.50 FAR)

2. Parcel A1
 - a. Residential: 66,000 square feet (8.25 FAR)
 - b. Nonresidential: 10,000 square feet (1.25 FAR)
 - c. Total: 76,000 square feet (9.50 FAR)
3. Parcel C
 - a. Residential: 189,748 square feet (6.40 FAR)
 - b. Nonresidential: 91,719 square feet (3.10 FAR)
 - c. Total: 281,467 square feet (9.50 FAR)
4. Ballpark Site
 - a. Residential: 3,286,733 square feet (3.86 FAR)
 - b. Nonresidential: 2,353,958 square feet (2.76 FAR)
 - c. Total: 5,640,691 square feet (6.62 FAR)
5. Density CLD Total
 - a. Residential: 3,687,161 square feet (4.02 FAR)
 - b. Nonresidential: 2,572,799 square feet (2.81 FAR)
 - c. Total: 6,259,960 square feet (6.83 FAR)

Use CLD

1. Between Parcel A and the Ballpark Site
 - a. Parcel A will receive 144,680 square feet of nonresidential density from the Ballpark Site.
 - b. The Ballpark Site will receive 144,680 square feet of residential density from Parcel A.
2. Between Parcel A1 and the Ballpark Site
 - a. Parcel A1 will receive 66,000 square feet of nonresidential density from the Ballpark Site.
 - b. The Ballpark Site will receive 66,000 square feet of residential density from Parcel A1.
3. Between Parcel C and the Ballpark Site
 - a. Parcel C will receive 189,748 square feet of nonresidential density from the Ballpark Site.
 - b. The Ballpark Site will receive 189,748 square feet of residential density from Parcel C.

Following the transfers effected by the Use CLD described above, the maximum permitted development on each parcel within the Combined Lot Development will be as follows:

1. Parcel A
 - a. Residential: 0 square feet (0.00 FAR)
 - b. Nonresidential: 261,802 square feet (9.50 FAR)
 - c. Total: 261,802 square feet (9.50 FAR)
2. Parcel A1
 - a. Residential: 0 square feet (0.00 FAR)
 - b. Nonresidential: 76,000 square feet (9.50 FAR)
 - c. Total: 76,000 square feet (9.50 FAR)
3. Parcel C
 - a. Residential: 0 square feet (0.00 FAR)
 - b. Nonresidential: 281,467 square feet (9.50 FAR)
 - c. Total: 281,467 square feet (9.50 FAR)

4. Ballpark Site
- | | | |
|--------------------|-----------------------|------------|
| a. Residential: | 3,687,161 square feet | (4.32 FAR) |
| b. Nonresidential: | 1,953,530 square feet | (2.29 FAR) |
| c. Total: | 5,640,691 square feet | (6.62 FAR) |
5. CLD Total
- | | | |
|--------------------|-----------------------|------------|
| a. Residential: | 3,687,161 square feet | (4.02 FAR) |
| b. Nonresidential: | 2,572,799 square feet | (2.81 FAR) |
| c. Total: | 6,259,960 square feet | (6.83 FAR) |

The Office of Planning has reviewed the Density CLD and Use CLD contained in Covenant No. 4 and states that the computations are accurate with respect to the amount of residential and nonresidential uses allowed and allocated among the properties. After the allocations are complete, the combined lots will conform to the maximum gross floor area limitations on nonresidential uses for the lots before any such allocations.

The Office of Planning hereby certifies that the Parcels comply in all respects with the applicable CG Regulations pertaining to combined lot developments involving the quantities of residential and nonresidential development as indicated in this memorandum and set forth in the Covenant to which this Exhibit H is attached.

Certified:


Office of Planning

Date:

Aug 15, 2008

**TRUSTEE'S JOINDER, CONSENT AND SUBORDINATION
TO
COMBINED LOT DEVELOPMENT COVENANT**

On this 13th day of August 2008, the undersigned Avenue Commercial Title Company, Inc., Trustee, as trustee under that certain Consolidated Purchase Money Deed of Trust and Fixture Filing dated as of April 26, 2007, securing Lehman Brothers Holdings Inc. ("Lender"), recorded on May 4, 2007, among the land records of the District of Columbia as Instrument No. 2007061185 (the "Deed of Trust"), encumbering the land, including the improvements thereon and the appurtenances thereto, described as "Parcel A1," in Exhibit B of the Combined Lot Development Covenant (the "Covenant"), dated as of August 22nd, 2008, to which this Trustee's Joinder, Consent and Subordination is appended, with full authority from the beneficiary secured under said Deed of Trust as reflected in the authorization attached hereto, does hereby consent to the terms and conditions of the foregoing Covenant, and covenants and agrees that the lien effect and operation of said Deed of Trust be subject and subordinate to the effect and operation of said Covenant, said Deed of Trust otherwise to remain unmodified and in full force and effect.

IN WITNESS WHEREOF, Avenue Commercial Title Company, Inc., a District of Columbia corporation, has caused this instrument to be executed by David G. Helfrich its Vice President, and does hereby appoint said David G. Helfrich as its attorney-in-fact for purposes of executing, acknowledging and delivering this instrument, for and on behalf of said corporation, all as of the day and year first hereinabove written.

WITNESS:

AVENUE COMMERCIAL TITLE COMPANY, INC.,
a District of Columbia corporation

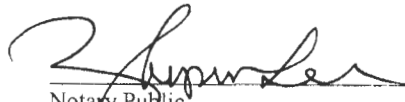
By: _____

Name: David G. Helfrich
Title: Vice President

_____) ss:
District of Columbia

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date David G. Helfrich, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Instrument, who, being by me first duly sworn, did depose and state that he is the Vice President and attorney-in-fact of Avenue Commercial Title Company, Inc., which entity is a party to the foregoing and annexed Instrument, and that he, being duly authorized so to do, executed said Instrument on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 13th day of August 2008.



Notary Public
[Notarial Seal]

My Commission Expires:

Z. LYNN LEE
Notary Public, District of Columbia
My Commission Expires
OCT. 31, 2009

BENEFICIARY'S AUTHORIZATION TO TRUSTEE

On this 14th day of August 2008, Lehman Brothers Holdings Inc., Beneficiary under that certain Consolidated Purchase Money Deed of Trust and Fixture Filing dated as of April 26, 2007, securing Lehman Brothers Holdings Inc. ("Lender"), recorded on May 4, 2007, among the land records of the District of Columbia as Instrument No. 2007061185 (the "Deed of Trust"), hereby authorizes and directs Avenue Commercial Title Company, Inc., a District of Columbia corporation, to execute the annexed Trustee's Joinder, Consent and Subordination for the purposes set forth therein.

IN WITNESS WHEREOF, this Beneficiary's Authorization to Trustee has been executed as of the date aforesaid, by Lehman Brothers Holdings Inc., which has caused these presents to be signed by John Nastasi, its Authorized Signatory, and its corporate seal to be hereto attached and does hereby appoint John Nastasi, its true and lawful attorney-in-fact for purposes of executing, acknowledging and delivering this instrument, for and on behalf of said Lender, all as of the day and year first hereinabove written.

WITNESS:

LEHMAN BROTHERS HOLDINGS INC.


John Nastasi

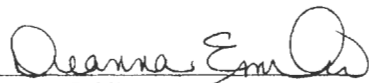
By:


Name: John Nastasi
Title: Authorized Signatory

New York)
New York) ss:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that John Nastasi, personally known to me to be the Authorized Signatory of Lehman Brothers Holdings Inc., appeared before me this day in person and acknowledged that he signed and delivered the said instrument as attorney-in-fact for Lehman Brothers Holdings inc. and as his free and voluntary act and deed, and the free and voluntary act and deed of the aforesaid corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal this 14 day of August 2008.


Notary Public
[Notarial Seal]

My Commission Expires:

DEANNA EMILIO
Notary Public, State of New York
No. 01EM6171082
Qualified in Richmond County
Term Expires July 23, 2011

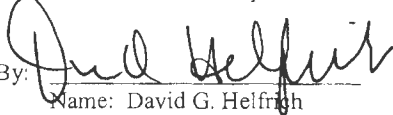
**TRUSTEE'S JOINDER, CONSENT AND SUBORDINATION
TO
COMBINED LOT DEVELOPMENT COVENANT**

On this 13th day of August 2008, the undersigned Avenue Commercial Title Company, Inc., Trustee, as trustee under that certain Consolidated Purchase Money Deed of Trust and Fixture Filing dated as of April 26, 2007, securing Lehman Brothers Holdings Inc. ("Lender"), recorded on May 4, 2007, among the land records of the District of Columbia as Instrument No. 2007061182 (the "Deed of Trust"), encumbering the land, including the improvements thereon and the appurtenances thereto, described as "BP2 Lots," in Exhibit C of the Combined Lot Development Covenant (the "Covenant"), dated as of August 22nd, 2008, to which this Trustee's Joinder, Consent and Subordination is appended, with full authority from the beneficiary secured under said Deed of Trust as reflected in the authorization attached hereto, does hereby consent to the terms and conditions of the foregoing Covenant, and covenants and agrees that the lien, effect and operation of said Deed of Trust be subject and subordinate to the effect and operation of said Covenant, said Deed of Trust otherwise to remain unmodified and in full force and effect.

IN WITNESS WHEREOF, Avenue Commercial Title Company, Inc., a District of Columbia corporation, has caused this instrument to be executed by David G. Helfrich its Vice President, and does hereby appoint said David G. Helfrich as its attorney-in-fact for purposes of executing, acknowledging and delivering this instrument, for and on behalf of said corporation, all as of the day and year first hereinabove written.

WITNESS:

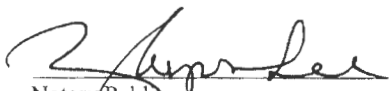
AVENUE COMMERCIAL TITLE COMPANY, INC.,
a District of Columbia corporation

By: 
Name: David G. Helfrich
Title: Vice President

District of Columbia) ss:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date David G. Helfrich, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Instrument, who, being by me first duly sworn, did depose and state that he is the Vice President and attorney-in-fact of Avenue Commercial Title Company, Inc., which entity is a party to the foregoing and annexed Instrument, and that he, being duly authorized so to do, executed said Instrument on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 13th day of August 2008.


Notary Public
[Notarial Seal]

My Commission Expires:

Z. LYNN LEE
Notary Public, District of Columbia
My Commission Expires
OCT. 31, 2009

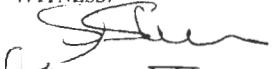
BENEFICIARY'S AUTHORIZATION TO TRUSTEE

On this 14TH day of August 2008, Lehman Brothers Holdings Inc., Beneficiary under that certain Consolidated Purchase Money Deed of Trust and Fixture Filing dated as of April 26, 2007, securing Lehman Brothers Holdings Inc. ("Lender"), recorded on May 4, 2007, among the land records of the District of Columbia as Instrument No. 2007061182 (the "Deed of Trust"), hereby authorizes and directs Avenue Commercial Title Company, Inc., a District of Columbia corporation, to execute the annexed Trustee's Joinder, Consent and Subordination for the purposes set forth therein.

IN WITNESS WHEREOF, this Beneficiary's Authorization to Trustee has been executed as of the date aforesaid, by Lehman Brothers Holdings Inc., which has caused these presents to be signed by John Nastasi, its Authorized Signatory, and its corporate seal to be hereto attached and does hereby appoint John Nastasi its true and lawful attorney-in-fact for purposes of executing, acknowledging and delivering this instrument, for and on behalf of said Lender, all as of the day and year first hereinabove written.

WITNESS:

LEHMAN BROTHERS HOLDINGS INC.


DEANNA THOMAS

By:

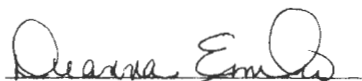

Name: John Nastasi
Title: Authorized Signatory

New York)
New York) ss:

Doc# 2008081671 Fees: \$320.50
08/27/2008 11:33AM Pages 44
Filed & Recorded in Official Records of
WASH DC RECORDER OF DEEDS LARRY TODD

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that John Nastasi, personally known to me to be the Authorized Signatory of Lehman Brothers Holdings Inc., appeared before me this day in person and acknowledged that he signed and delivered the said instrument as attorney-in-fact for Lehman Brothers Holdings inc. and as his free and voluntary act and deed, and the free and voluntary act and deed of the aforesaid corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal this 14 day of August 2008.


Notary Public
[Notarial Seal]

My Commission Expires:

DEANNA EMILIO
Notary Public, State of New York
No. 01EM6171082
Qualified in Richmond County
Term Expires July 23, 2011

RECORDING	\$	314.00
SURCHARGE	\$	6.50

DISTRICT OF COLUMBIA GOVERNMENT
OFFICE OF THE SURVEYOR

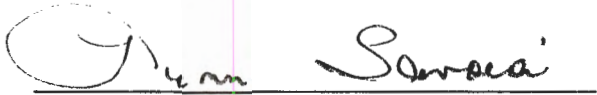
Washington, D.C., December 22, 2009

Plat for Building Permit of SQUARE 700 LOTS 43 & 866

Scale: 1 inch = 40 feet Recorded in Book 147 Page 192(LOT 43)
Book A & T Page 3110 - L (LOT 866)

Receipt No. 06096

Furnished to: HOLLAND & KNIGHT/ FRED A HOBAR


702 Surveyor, D.C.

I hereby certify that all existing improvements shown hereon, are completely dimensioned, and are correctly platted; that all proposed buildings or construction, or parts thereof, including covered porches, are correctly dimensioned and platted and agree with plans accompanying the application; that the foundation plans as shown hereon is drawn, and dimensioned accurately to the same scale as the property lines shown on this plat; and that by reason of the proposed improvements to be erected as shown hereon the size of any adjoining lot or premises is not decreased to an area less than is required by the Zoning Regulations for light and ventilation; and it is further certified and agreed that accessible parking area where required by the Zoning Regulations will be reserved in accordance with the Zoning Regulations, and that this area has been correctly drawn and dimensioned hereon. It is further agreed that the elevation of the accessible parking area with respect to the Highway Department approved curb and alley grade will not result in a rate of grade along centerline of driveway at any point on private property in excess of 20% for single-family dwellings or flats, or in excess of 12% at any point for other buildings. (The policy of the Highway Department permits a maximum driveway grade of 12% across the public parking and the private restricted property.)

Date: _____

By: A.S. 

(Signature of owner or his authorized agent)

NOTE: Data shown for Assessment and Taxation Lots or Parcels are in accordance with the records of the Department of Finance and Revenue, Assessment Administration, and do not necessarily agree with deed description.

