Law Offices
HOLLAND & KNIGHT LLP

2099 Pennsylvania Avenue, N.W.
Suite 100
Washington, D.C. 20006-6801

202-955-3000
FAX 202-955-5564
www.hklaw.com

Annapolis
Atlanta
Bethesda
Boston
Bradenton
Chicago
Fort Lauderdale
Jacksonville
Lakeland
Los Angeles
Melbourne
Miami
New York
Northern Virginia
Orlando
Providence
St. Petersburg
San Antonio
San Francisco
Seattle
Tallahassee
Tampa
Washington, D.C.
West Palm Beach

International Offices:
Caracas*
Mexico City
Rio de Janeiro
São Paulo
Tel Aviv*
Tokyo

*Representative Office

July 26, 2001

MARY CAROLYN BROWN
202-862-5990

Internet Address:
mcbrown@hklaw.com

VIA HAND DELIVERY

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

Re: BZA Case No. 16722 Parking Lot Renewal
4817 U Street, N.W. (Square 1389, Lot 816)

Dear Members of the Board:

At the conclusion of the hearing in the above-referenced matter, the Board of Zoning Adjustment ("BZA" or "Board") requested the applicant, MacArthur Boulevard CVS, Inc., to submit additional information to the record prior to the Board's meeting on July 31, 2001. Specifically, the Board requested CVS to: (i) provide a letter from the headquarters of CVS Pharmacy, Inc., reaffirming the company's commitment to maintain the parking lot; (ii) designate a representative to act as a community liaison; (iii) provide a copy of the maintenance and landscaping contract for the lot, with a description of towing services for abandoned vehicles; (iv) investigate installation of signage within the lot pertaining to maintenance; (v) provide the names and contact information for CVS representatives; and (vi) investigate the possibility of establishing an escrow account for the community, with funds to be used for cleaning the lot in the event CVS fails to abide by its maintenance obligations. In fulfillment of the Board's request, CVS submits the following information.

1. Letter from CVS Corporate Headquarters

Under the authority delegated to him, Nicholas Crombie, Area Vice President of Operations of CVS Pharmacy, Inc., has written a letter to the Board

BZA
Case No. 16722
Exhibit No. 27

Board of Zoning Adjustment
District of Columbia
CASE NO.16722
EXHIBIT NO.27

stating the company's commitment to maintain the parking lot.[1] A copy of the letter is attached hereto as Attachment 1.

2. Designated Community Liaison

Steve Myers, Operations District Manager for the Washington region, has been designated as the community liaison to address any questions or issues raised concerning the maintenance and operations of the parking lot. He may be reached by telephone at (301) 336-6511.

3. Maintenance and Landscaping Contract

CVS has contracted with McFall & Berry Landscape Management, Inc. for maintenance and landscaping services for the lot. McFall & Berry will inspect and clean the lot every three days. Landscaping services will be performed every ten days. A copy of the maintenance and landscaping service contract is attached hereto as Attachment 2.

4. Signage

In the event the Board approves the parking lot renewal application, CVS agrees to install signage on the lot stating that CVS is responsible for maintenance of the lot and a telephone number for reporting unclean conditions. McFall & Berry will also be responsible for removing abandoned vehicles from the lot. In accordance with the terms of the contract with McFall & Berry, the sign copy will read as follows:

a. CVS Realty Co. is responsible for maintenance of this property.
b. McFall & Berry is the authorized regional grounds maintenance management company [or such identifying title McFall & Berry shall apply, as long the McFall & Berry company name is included in the title] for this property.
c. Contact McFall & Berry at [phone number listed] if this property's appearance requires correction or for the removal of abandoned property or vehicles.
d. All vehicles abandoned on this property will be removed in accordance with District of Columbia laws and regulations.

---

[1] To underscore its commitment, Mr. Crombie will attend the decisional meeting of the Board on July 31, 2001. Mr. Crombie recognizes, however, that the record has been closed to further discussion.

5. Contact Information for CVS Representatives

The names and contact information for CVS representatives to be notified of any issues pertaining to the parking lot are set forth in the list attached hereto as Attachment 3.

6. Escrow Agreement with the ANC

After consultation with the Office of Corporation Counsel ("OCC"), CVS has concluded that it is legally and practically infeasible to establish an escrow account or similar financial arrangement to reimburse the Advisory Neighborhood Commission ("ANC") or the community for expenses incurred to clean the lot in the event CVS fails to maintain the lot. The ANC law only allows an ANC to receive money through appropriations from the Council or through donations to be used for public purposes. *See* D.C. Code § 1-309.13(l)(1) (2001 ed.) According to Annette Elseth, OCC, an escrow account or letter of credit on which the ANC could draw funds to clean private property does not fall into either category and thus is not permitted under the ANC law. Moreover, the ANC law does not permit the ANC to sue, which would limit its ability to enforce any such financial arrangement.

CVS contacted the Palisades Citizens' Association ("PCA") to determine its willingness to enter into an escrow agreement or accept a letter of credit from CVS for maintenance costs. PCA is amenable to a letter of credit or another solution as long as CVS continues to bear responsibility for maintaining the lot. PCA noted that a letter of credit or similar financial arrangement still places the burden on the community to act. If, however, the BZA determines that it will only renew the parking lot use on the condition that a letter of credit is issued to PCA, PCA is willing to accept that condition in order to keep the lot open for community use. Under such circumstances, CVS would also agree to issue a letter of credit to PCA.

As part of any arrangement with the community, PCA suggested that CVS be required to contact the ANC and PCA, either by telephone or correspondence, on a monthly basis to report on the maintenance of the lot and address any other issues of concern to the community. PCA noted that because the Board is considering a renewal period of only one year for the parking lot, the time period would be short enough to determine whether CVS is being responsive without severely compromising the needs of the community for a clean lot. Moreover, the community would still have recourse to the enforcement branch and the Zoning Administrator for the imposition of civil fines and the revocation of the certificate of occupancy for the lot.

Accordingly, CVS agrees to contact the ANC and PCA on a monthly basis, either by telephone or correspondence, to report on the maintenance of the lot and address any other issues of concern to the community. CVS also agrees to meet with the ANC or PCA at their request. CVS understands that failure to comply with the conditions of the BZA order may result in civil penalties and the revocation of its certificate of occupancy.

Finally, CVS is attaching current letters authorizing it and its attorneys to act on behalf of the owner (Attachment 4).

Respectfully submitted,

HOLLAND & KNIGHT LLP

Carolyn Brown

Carolyn Brown

Attachments

cc: ANC 3D
Penny Pagano, Palisades Citizens' Association
Nicholas Crombie, CVS Pharmacy, Inc.
Brenna Jordan, Esq., CVS Pharmacy, Inc.
Steve Myers, CVS Pharmacy, Inc.

ATTACHMENT 1

CVS/pharmacy®

July 24, 2001

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

RE: BZA Case No. 16722 Parking Lot Renewal
4817 U Street, N.W. (Square 1389, Lot 816)

Dear Members of the Board:

My name is Nick Crombie and I am an Area Vice President of CVS Pharmacy, Inc. I am one of four area vice-presidents nationwide that reports directly to the Executive Vice President - Stores and in turn, to Tom Ryan, the President and Chief Executive Officer of CVS Pharmacy, Inc. I have been authorized on behalf of CVS to respond to questions your Board raised in connection with our parking lot renewal request for the CVS store at MacArthur Boulevard in the District.

I was greatly distressed to learn that the Board of Zoning Adjustment had serious concerns about the commitment of CVS to clean and maintain the parking lot. I was even more disappointed to find that these concerns were justified. Although the lot has since been thoroughly cleaned and is now being maintained on a routine basis, we agree that the Board deserves better accountability from our company.

To that end, I have consulted with the executive officers of our company and have spoken with our regional offices about the seriousness of this matter. You have my assurance that the parking lot for the MacArthur Boulevard store will be cleaned and maintained in full accordance with the Board's standards and that this issue will continue to receive the attention of our local, regional and corporate offices. CVS is committed to upholding the conditions set by your Board and fostering a better relationship with the neighborhood.

Thank you for the opportunity to renew our commitment to the Board of Zoning Adjustment process and the needs of the Palisades community.

Very truly yours,

NCrombie/ff

Nicholas E. Crombie
Area Vice President

ATTACHMENT 2

M McFALL AND BERRY
B LANDSCAPE MGT., INC.
ALEXANDRIA, VA
BROOKVILLE, MD
PO BOX 9185
McLEAN, VA 22102
METRO (703)255-2600
FAX (703) 255-9080
Website http://www.mcfallandberry.com/

AGREEMENT
BETWEEN

Dated This Wednesday, July 11, 2001 , by **MCFALL & BERRY LANDSCAPE MANAGEMENT** hereinafter referred to as the Contractor and **CVS #2204 ORGANIZATION,** hereinafter referred to as the Association, do hereby enter into an Agreement for the following services, according to the following terms and conditions, specifications, and purposes:

I. CONTRACTOR QUALIFICATIONS

A. The Contractor hereby affirms that it is in the business of providing landscape maintenance services as an independent contractor; that it has the necessary equipment, staff, and resources to perform such services, further, that it is familiar with and does and will conduct its services in full compliance with all federal State and local regulations with regard to occupational health and safety insurance and tax laws and is authorized to do business in the jurisdiction of the Association Contractor will comply with all requirements of the Immigration Reform and Control Act of 1986.

B. The Contractor affirms that is carries property damage in the amount of **ONE MILLION COMB.** for each occurrence and public liability in the amount of **ONE MILLION COMB.** for each occurrence The policy number for such insurance is **3OUUNGH6734** underwritten by **THE HARTFORD INSURANCE COMPANY (INSURER) through ATLANTIC RISK MANAGEMENT CORP. (BROKER).** The Contractor hereby affirms that **CVS #2204** , its members, guests and invitees are named on the policy as insureds. The Contractor agrees to notify the Association in the event of any occurrence of an accident harming either life, limb or property caused by its actions

II. CONTRACTOR RESPONSIBILITIES

A. LABOR AND MATERIAL

Contractor agrees to furnish all labor, machinery, equipment, etc., which is necessary to perform the landscape maintenance services in accordance with these specifications (Exhibit One). All machines and materials shall be of such types and quality as to do the job without damage to any and all property. All personnel are to be properly trained, licensed (if necessary), and conduct work in a professional manner. The Contractor shall have a competent foreman in charge of the working crew(s) at all times.

B. ADDITIONAL CONTRACTOR RESPONSIBILITIES

Contractor agrees to adhere to these specifications in performing work required, using his best expertise and initiative to enhance the appearance of the community He shall, at his cost and expense, maintain during the term of this Agreement, an amount of insurance agreed to by both contracting parties. A certificate or copy of the insurance contract shall be delivered by Contractor to the Management Agent

C. NONASSIGNMENT

This agreement is intended to be an agreement solely between the above named parties and is not assignable. Any attempt to assign the agreement would be considered a default under the agreement.

D. SERVICES

The services required are set forth in Exhibit One to this Agreement. Such services are to be performed in good workmanlike manner

E. OTHER

Contractor agrees to check in with the manger upon arrival to the property to report on what work is being performed and to be available for any special instructions which the Building Manager may issue.

III. CHARGES AND PAYMENTS

In return for the satisfactory delivery of services as outlined below, the Organization agrees to pay the Contractor according to the Pricing Schedule as set forth below:

- MAINTENANCE $7,150.00 Annually
- SHRUBS
- LEAF REMOVAL
- MULCH
- TURF
- I.P.M.
- TREE S
- PARKING LOT MAINT.
- PARKING LOT SWEEP
- LIGHT POLE MAINT. included.
- WALK-WAYS (Power wash)

- FIRST-TIME CLEAN-UP
- PARKING LOT STRIPING
- DESIGNATED SIDEWALK REPLACEMENT (next to Safeway) – a total of 780 sq. ft.

IV. DURATION OF AGREEMENT

This agreement shall benefit both parties to the agreement and shall be in effect from ~~January 1, 2002~~ August 1, 2002 through ~~December 31, 2002~~ July 31, 2003. However, upon written notice, either party may terminate with cause further obligations to the other thirty (10) days from date of notice.

V. PENALTY FOR NONPERFORMANCE

Notwithstanding termination provisions contained above in Section IV of this Agreement, if in the Association's opinion the Contractor's performance is unsatisfactory either in terms of materials or labor, the Association reserves the right to withhold all or partial payments after notification to the Contractor of the deficiencies, and allowing the Contractor ten (10) day s to correct same.

Inspections of work progress will be made by Contractor's senior representative, representative of Management and any other inspector that the Association may deem desirable.

VI. INDEMNIFICATION

The Contractor hereby indemnifies and holds harmless the Association, CVS #2204 its Managing Agent, its members, guests and invitees for any claims whatsoever, including all costs and attorney's fees incurred arising out of Contractor's or the Contractor's Agent or employees' actions on the site.

VII. ENTIRE AGREEMENT

The parties agree that this Agreement with Exhibit One (1) is the entire Agreement between the parties, and that any change to the provisions of the Agreement must be made in writing.

VIII. INTERPRETATION

The Laws of the **District of Columbia** shall govern the interpretation and all matters relating to this contract.

IX. IDENTIFICATION OF PARTIES

CONTRACTOR:

MCFALL & BERRY LANDSCAPE MANAGEMENT, INC.
P. O. BOX 9185
McLEAN, VIRGINIA 22102

COMMUNITY:

CVS #2204 ORGANIZATION
c/o CVS Realty Co.
One CVS Drive
Woonsocket, RI 02895
(401)770-2905 fax (401)770-7745

In witness whereof, **CVS #2204 ORGANIZATION** hereunder, has caused its name to be signed by its President, all pursuant to due and proper authority duly heretofore had and **MCFALL & BERRY LANDSCAPE MANAGEMENT, INC.** (Contractor) has caused its name to be signed by its authorized officer all pursuant to due and proper authority duly heretofore had, all as of the date first written above.

FOR MCFALL & BERRY LANDSCAPE MANAGEMENT, INC.:

AUTHORIZED SIGNATURE TITLE Vice President DATE 7-25-01

FOR COMMUNITY: CVS

AUTHORIZED SIGNATURE TITLE Vice President DATE 7-25-01

SEE ATTACHED EXHIBIT ONE

M McFALL AND BERRY
B LANDSCAPE MGT., INC.
ALEXANDRIA, VA / LEESBURG, VA
BROOKVILLE, MD
PO BOX 4230
LEESBURG, VA 20175
MET NO (703) 478 8013
FAX (703) 589-1725
Website: http://www.mcfallandberry.com/

LAWN AND GROUNDS MAINTENANCE SPECIFICATIONS FOR THE 2002 SEASON

CVS #2204 ORGANIZATION

GENERAL SUPPORT SPECIFICATIONS - SCOPE OF WORK:

This work shall include all labor, materials, equipment, supplies, and services necessary to maintain the grounds described above in a condition agreeably suitable to the approving agent and the contracting company during the period from **January 1, 2002** to **December 31, 2002.**

1. MOWING:

Lawn areas shall be mowed every seven (7) to ten (10) days to maintain a turf height of 2 1/2 - 3 inches. Minimum number of cuts 24, but not to exceed 26. All mowers on site are to have newly sharpened blades. Frequency of mowing shall be such as to avoid removing more than one -third of the grass height at any given time. All clippings shall be removed from sidewalks, curbs, patios, mulch beds and roadways. Heavy accumulations of grass cuttings shall be bagged and removed from the turf surface after mowing.

2. TRIMMING:

Trimming around all buildings, fences, light poles, play areas, trees, shrubs, plant beds and other objects shall be performed immediately after each mowing.

3. EDGING:

Edging of all walkways and curbs throughout the property shall be performed every other mowing.

4. WEEDING:

Weeding of all shrub and plant beds throughout the property shall be performed once a month. Shrub and plant beds shall be maintained in a weed free condition at all times. All debris shall be removed from surfaces

5. PRUNING OF TREES: (UP TO 20' IN HEIGHT)

Pruning will include removal of limbs that interfere with pedestrian and vehicular traffic, or that block or obscure road walk lights. Tree pruning procedures shall adhere to current standards set forth by the National Arborist Association

6. TRIMMING OF SHRUBS:

All shrubs and plants shall be trimmed six (6) times per season or as needed, to maintain a neat and tidy appearance. All debris shall be removed.

7. HERBICIDES:

Spraying of herbicides to control weed in mulch beds, curbs, sidewalks and parking lot areas shall be performed as needed throughout the term of the Service Agreement to maintain a neat and weed free condition at all times.

8. SOIL TESTING:

One series of soil tests per year is to be performed for all landscaped areas on the site.

9. MULCHING: (Shredded Hardwood Mulch)

The following mulching operations are to be performed in all tree and shrub beds once a year March/April.

A. Existing mulch is to be lightly raked to break up surface crusting

B. Edging of beds will be conducted at a minimum of 3" in depth.

C. Beds will then be mulched with double shredded hardwood, so that the final total mulch depth will not exceed 2-3".

D. Mulching is not included in the contract price and will be billed separately

10. FALL LEAF REMOVAL:

All leaves shall be blown/raked once during the month of November and once during the month of December.

11. TURF CARE

Round I (February) – Pre-emergent and fertilization

Round II (May) - Broadleaf weed control, fertilization, iron and pre-emergent crabgrass control, fertilization rate if 1 lb. Nitrogen per 1,000 sq. Ft

Round III (October) - Balance fertilizer - 1 lb. Per 1,000 sq. Ft. And broadleaf weed control.

Round IV (November) – Winterization fertilizer

12. ORNAMENTAL TREE AND SHRUB CARE

Application I (March) - Dormant oil spray for control of scale, aphids, mites, etc

Application II (June) - Contract spray/fungicide for control of lace fly, aphids, bagworms & fungus

Application III (July/August) - Systemic spray for control of fungus, lace fly bagworms, scale etc.

CVS Realty Co.

One CVS Drive, Woonsocket RI 02895

ADDENDUM

to agreement between
McFall & Berry Landscape Mgt Inc., Alexandria, VA
and
CVS Realty Co., Inc.,
concerning
CVS Pharmacy 2204, MacArthur Blvd., Washington, D.C.

McFall and Berry will identify a local towing service, familiarize themselves with local towing ordinances and respond to CVS customer complaints/requests for the timely removal of abandoned vehicles IAW local ordinance.

McFall and Berry will obtain and install double-sided (read from both sides) signage on all four center parking lot lighting posts that identifies McFall and Berry as the "emergency" contact agent of CVS Pharmacies Inc. The sign will clearly state:

a. CVS Realty Co. is responsible for Maintenance of this property.
b. McFall and Berry is the authorized Regional Grounds Maintenance management company (or whatever identifying title McFall & Berry desires to apply, as long as McFall & Berry's company's name is included in the title) for this property.
c. Contact McFall & Berry at (phone number listed) if this property's appearance requires correction or for removal of abandoned property or vehicles.
d. All vehicles abandoned on this property will be removed IAW District Ordinance. Contact McFall & Berry for details.

FOR MCFALL & BERRY LANDSCAPE MANAGEMENT, INC.:

_____ TITLE _____ DATE _____
AUTHORIZED SIGNATURE

CVS: John D. [illegible] TITLE Dir. Fac. Mgt. DATE 7-25-01
AUTHORIZED SIGNATURE

M McFALL AND BERRY
B LANDSCAPE MGT., INC.
ALEXANDRIA, VA
BRANDYWINE, MD
PO BOX 9385
McLEAN, VA 22102
MKTG (703) 255-9800
FAX (703) 255-2080
Website: http://www.mcfallandberry.com/

SNOW SPECIFICATIONS FOR

CVS #2204

GENERAL MAINTENANCE SPECIFICATIONS

CONTRACT PERIOD: NOVEMBER 1, 2001 through APRIL 30, 2002

McFall & Berry will exercise its best judgment based upon weather forecast and existing conditions at the time. Customer is aware that weather conditions in the Washington area may change rapidly and without notice. Changes in weather conditions are considered to be an "Act of God" and McFall & Berry assumes no liability for Acts of God. Reports of damage or negligence must be reported within 48 hours. Failure to report constitutes a waiver and contractor is released from liability.

Customer understands that plowing (or application of ice melt) of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing (or application of ice melt product). Customer understands that McFall & Berry assumes no liability for this naturally occurring condition. Customer agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

A. SNOW REMOVAL - PARKING LOTS

ITEM I. A minimum of one (1) inch of snow must fall before any plowing or removal of snow is authorized. (NOTE: No plowing under one (1) inch is authorized without prior approval of Property Manager.)

ITEM II. Response time in removal or plowing of snow should be within four (4) hours of notice to contractor by Property Manager or authorized representative.

ITEM III. First priority areas to be cleared are main roads to allow ingress/egress for homeowners to remove vehicles from parking lot areas or to proceed to their work.

ITEM IV. Second priority areas to be cleared will be all parking lot areas in front of homes.

ITEM V. After homeowners have removed their vehicles for the removal of snow, all areas of the parking lot that are accessible to be cleared without chance of property damage will be cleared. (NOTE: Contractor is liable for any property or vehicle damage caused by his equipment or workers only).

ITEM VI. The snow will be pushed to the most convenient area of the parking lot which might consist of a few (no more than 3) parking spaces. This will be left to the discretion of the driver at that time.

B. ICE REMOVAL - ALL AREAS

ITEM I. In the event of an ice storm and plowing is not feasible, the Property Manager or authorized representative will contact the contractor to request sand and/or ice melt (a fertilizer base, that will not damage concrete walkways and curbing, or kill grass) to be applied to the necessary areas to allow ingress/egress by the homeowners who have to commute during this type of weather.

ITEM II. No common area walkways/parking lot areas will be sanded or salted during the ice storm, until there is an indication the storm is stopping or at the direction of the Property Manager.

ITEM III Normally, if the weather permits the areas to be treated, the common area walkways and parking lot areas authorized to be treated will be treated one (1) time only by the contractor. (Second treatment will be done if required and authorized by Property Manager)

C. SNOW/ICE REMOVAL - WALKWAYS

ITEM I. All common area walkways that are authorized to be cleared, will be cleared of snow to allow ingress/egress into home areas and parking lots by homeowners. ***(NOTE: Homeowners will clear their own pavement intersection with the common walkways. Any work performed on sidewalk areas must be approved by property manager).***

ITEM II. Contractor will clear a pathway wide enough to allow sidewalk snow plow passage and for homeowners to walk to their vehicles in the parking lot areas

ITEM III. If condition warrants, sand/or ice melt (a fertilizer base, that will not damage concrete walkways and curing, or kill grass) will be applied to the walkways throughout the vicinity.

D. CHARGES AND PAYMENTS

Plowing: Four Wheel Drive Pickup	$ 85.00/HR
Salting Truck:	$ 85.00/HR PLUS MATERIAL
Shoveling:	$33.00/HR PER MAN
Snow Thrower:	$41.00/HR
Bobcat:	$135.00/HR
ICE MELT @ $15.50 PER 50lb BAG	

All charges are subject to a two hour minimum.

Snow Removal Contract contingent upon receipt of 2002 Maintenance Contract.

MCFALL & BERRY LANDSCAPE MANAGEMENT, INC.

AUTHORIZED SIGNATURE TITLE DATE

CVS
~~COMMUNITY~~

AUTHORIZED SIGNATURE TITLE DATE

ATTACHMENT 3

LIST OF CVS PHARMACY, INC. REPRESENTATIVES TO CONTACT IN CONNECTION WITH PARKING LOT AT 4817 U STREET, N.W.

CVS MacArthur Boulevard Store Manager

Jennifer Albers
(202) 965- 6548

Operations

Steve Myers
Operations District Manager
(301) 336-6511

Bob Chocola
Operations Region Manager
(301) 336-6511

Nicholas Crombie
Area Vice President of Operations
(301) 572-7859

Repairs and Maintenance

Fritz Poppe
Mid-Atlantic Region Facilities Manager
(401) 770-3415

John Hyceanyls
Director of Repairs and Maintenance
(401) 770-2711

ATTACHMENT 4

July 24, 2001

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

Re: 4817 U Street, N.W.
Square 1839, Lot 816

Honorable Members of the Board:

First F.S.K. Limited Partnership is the owner of the above-referenced property and leases the lot to MacArthur Boulevard CVS, Inc. This letter authorizes MacArthur Boulevard CVS, Inc. to file and process the necessary applications to renew the use of the property as a parking lot.

Very truly yours,

David L. Burka

David L. Burka for
F.S.K. Limited Partnership

CVS/pharmacy®

July 24, 2001

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

Re: 4817 U Street, N.W.
Square 1839, Lot 816

Honorable Members of the Board:

MacArthur Boulevard CVS, Inc. ("CVS"), is the lessee of the above-referenced property, which intends to continue the use of the site as a parking lot. This letter authorizes the law firm of Holland & Knight LLP to represent CVS before the Board of Zoning Adjustment in all matters related to the filing and processing of an application for a special exception to continue the use of the site as a parking lot.

Very truly yours,

By: _____
for MacArthur Boulevard CVS, Inc.

Brianne B. Jordan
Assistant Secretary