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October 29, 2002

DENNIS R. HUGHES
202-419-2448

Internet Address: drhughes@hklaw.com

Hand Delivery

Board of Zoning Adjustment
441 4th Street, NW
Suite 210
Washington, DC 20001

Re: BZA Application No. 16943

Dear Members of the Board:

Enclosed please find an original and 20 copies of the Applicant's Statement in Support of the above-referenced application, scheduled for public hearing on November 12, 2002.

Please do not hesitate to contact us should you have any questions or require further information.

Very truly yours,
HOLLAND & KNIGHT LLP

Dennis R. Hughes

Enclosures
CC: Karen Thomas, Office of Planning
Helen Kramer, ANC

BZA
Case No. 16943
Exhibit No. 24

Board of Zoning Adjustment
District of Columbia
CASE NO.16943
EXHIBIT NO.24

BEFORE THE BOARD OF ZONING ADJUSTMENT
OF THE DISTRICT OF COLUMBIA

Application of Thomas P. Brown, III,
James C. Brown, Raymond K. Brown

BZA Application No. 16943
Public Hearing: November 12, 2002
ANC 2F

STATEMENT OF THE APPLICANT

I.
Nature Of Relief Sought

This is an application pursuant to 11 DCMR §3103.2 for area variance relief under §776, from the court (closed) requirements in a C-4 District, to permit construction of an 11-story office building on the areas identified as Lots 868 and 869 (Lot 101) in Square 247, with premises address of 1121 14th Street, NW.

II.
Jurisdiction Of The Board

The Board has jurisdiction under §3100 of the Zoning Regulations to grant the requested variance relief pursuant to §3103 of the Zoning Regulations.

III.
Background Of The Case

A. Description of the Subject Property

The Subject Property is located on the east side of 14th Street, NW, mid-block between L Street, NW, and Thomas Circle.(Exhibit A). Located within the C-4 District, the Subject Property is currently vacant and unimproved.(Exhibit B). The

Subject Property contains a total area of 8,938 square feet (shown as Lots 868 and 869 on Exhibit C), creating a roughly L-shaped configuration with frontage along 14th Street, NW, measuring approximately 79 feet. From 14th Street, the Property extends east in a non-rectangular fashion to a depth of approximately 101 feet along the northern portion of the 14th Street frontage and 128 feet on the southern portion of said frontage. The above-mentioned L-shape is formed by a spur extending along the southern half of the Property, to an additional depth of approximately 27 feet, terminating at the 30 foot north-south public alley within Square 247.

Pursuant to D.C. Law 9-256, the District of Columbia Council in 1993 closed a ten foot-wide, dead end, boomerang-shaped alley spur opening onto 14th Street, NW, somewhat north of the Subject Property, that wrapped around adjacent properties to the north of the Property and then ran in a north-south direction immediately to the east of the Subject Property, and ultimately terminated into the above-mentioned spur portion of the Subject Property with no access to the main alley system in Square 247.(Exhibit D).

As a result of the alley closing process, the land comprising the former alley reverted to abutting property owners. A piece of property measuring approximately 42'8" x 5' reverted to the Applicant in this process ("Applicant's Reversion Parcel"). This reverted property is illustrated as Lot 869 on Exhibit C. The balance of the Subject Property is reflected as Lot 868 on Exhibit C. The portion of the alley immediately opposite the Applicant's Reversion Parcel reverted to the owner of the property improved with the Thomas House apartment building.

Also as part of that alley closing process, the Applicant, the owners/operators of the Thomas House, and the owners/operators of the hotel located immediately north of the Subject Property and west of the Thomas House, entered into a Non-Exclusive Easement for Vehicular Ingress and Egress and Construction and Maintenance Agreement, recorded on January 7, 1994.(Exhibit F). Pursuant to that Agreement, the parties established an easement area over their reverted parcels, restricting the use or occupancy of said easement area for vehicular egress/ingress. One additional use or occupancy permitted under the Agreement was for the Applicant's use in connection with construction activities on the Subject Property. The Thomas House and the Applicant likewise explicitly agreed that no improvements would be constructed on their respective reversion parcels within the easement area. For the Applicant, this Agreement mandates a five-foot setback for any new above-grade construction on that portion of the Subject Property identified as Lot 869.

B. Description of the Surrounding Area

A map of the Subject Property and neighboring properties is included as Exhibit A. The Subject Property is bounded to the north by a parking lot and a 12-story Holiday Inn hotel, both of which front 14th Street, NW. The hotel also has frontage along Thomas Circle, and Massachusetts Avenue, NW.

To the northeast of the Subject Property is the ten-story Thomas House apartment building, fronting along the 1300 block of Massachusetts Avenue, NW. East of the Subject Property is located the aforementioned closed alley and the remaining public alley system in Square 247, a 30-foot alley that ends at the

Thomas House property and a four-story building on the east side of the alley housing the Thomas Circle Sports Club.

The Subject Property is bounded to the immediate south by an 11'4" wide, east-west running public alley (known as "Green Court"). Across the alley to the south stands an 12-story office building, at 1111 14th Street, NW, and to its immediate south, at the northeast corner of 14th and L Streets, NW, stands a 13-story office building with premises address of 1101 14th Street, NW.

The Subject Property is bounded to the west by 14th Street, NW. Further west, across 14th Street, NW, is a 12-story Marriott hotel with premises address of 1199 Vermont Avenue, NW, and frontage on both 14th Street and Vermont Avenue. Immediately to the south of the Marriott hotel is a 12-story office building with premises address of 1101 Vermont Avenue, again with frontage on both 14th Street and Vermont Avenue.

C. Description of the Proposal

The Applicant proposes to construct an 11-story office building on the Subject Property. Architectural drawings are attached at Exhibit E. The building would measure 130 feet in height and have a density of 10.0 FAR, consistent with surrounding development and also in conformity with its high density commercial (C-4) zoning classification.(Exhibit B). The Applicant's project conforms to every requirement established in the zoning regulations for the C-4 classification, with the single exception of the court dimension requirement, for which the Applicant requests relief from the Board.

IV.
Exhibits In Support Of The Application

Exhibit A:	A portion of the Sanborn and Baist Atlases showing the Subject Property outlined in red.
Exhibit B:	A portion of the Zoning Map showing the Subject Square highlighted in red.
Exhibit C:	Survey of the Subject Property.
Exhibit D:	Surveyor's Plat showing alley closure in Square 247 pursuant to DC Law 9-256, effective March 26, 1993.
Exhibit E:	Architectural Drawings.
Exhibit F:	Non-Exclusive Easement for Vehicular Ingress and Egress and Construction and Maintenance Agreement, dated October 7, 1993.
Exhibit G:	Outline of testimony of Representative of Applicant.
Exhibit H:	Outline of testimony of Representative, HOK Architects.
Exhibit I:	Outline of testimony of Steven Sher, Director of Zoning and Land Use Services, Holland & Knight LLP.

V.

The Applicant is Entitled to Variance Relief Under §776 of the Zoning Regulations

The Application satisfies the requirements for variance relief under §776, which establishes minimum dimensional requirements for buildings when courts are provided in the commercial zoning districts. Because the Applicant proposes to provide a closed court with less than the required area per §776.2, the Applicant requests a variance from the provisions of §776.

The authority of the Board to grant variances is set forth in §3103 of the Regulations. Section 3103.2 provides,

> [w]here, by reason of exceptional narrowness, shallowness or shape of a specific piece of property at the time of the original adoption of the regulations, or by reason of exceptional topographical conditions or other extraordinary or exceptional situation or condition of a specific piece of property, the strict application of any regulation adopted under D.C. Code, 2001 Ed., §§6-641.01 to 6-651.02 would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of the property, to authorize, upon an appeal relating to the property, a variance from the strict application so as to relieve the difficulties or hardship; Provided, that the relief can be granted without substantial detriment to the public good and without substantially impairing the intent, purpose, and integrity of the zone plan as embodied in the Zoning Regulations and Map.

As set forth below, the Applicant satisfies the three-prong test for variance relief as established in §3103.2. Variance relief is therefore appropriate in the present case.

A. The Subject Property is Affected by an Exceptional Situation or Condition.

The Subject Property is confronted with a number of exceptional conditions, related both to: (1) its size, location, and configuration; and (2) the development restrictions impacting it. These exceptional conditions directly relate to the Applicant's inability to comply with the court area requirements of §776.

(1) Size, Location, and Configuration:

The Subject Property, measuring less than 9,000 square feet in total lot area, is a comparatively small site for high density commercial development, both in Square 247 and elsewhere. The small lot size is also complicated by the unusual L-shape of

the site, which further compromises the efficiency for a viable development footprint on the Property. This circumstance is exacerbated by the requirement under §774 of the Regulations that a rear yard of not less than 12 feet must be provided for any new construction in the C-4 District. In the case of a 130-foot tall building, as permitted for the Property under the Regulations, the required rear yard increases to more than 27 feet. The Applicant's proposal satisfies this rear yard requirement, which places a significant demand upon the already disadvantaged site.(Exhibit E).

(2) Development Restrictions:

The alley closing process creates an exceptional set of circumstances for the Subject Property in addition to the abovementioned physical constraints. Notably, the closure of the portion of the alley immediately east of the Subject Property created two reversion parcels, one going to the Applicant and the other to the Thomas House property. This act of closure, combined with the development restriction on said reversion parcels, has created a closed court out of the area identified as Lot 869, because that portion of the Subject Property no longer abuts a public alley, but rather abuts the Thomas House property.

The confluence of the above factors, including the existence of the easement prohibiting construction on the reversion parcel, establishes the Subject Property as one affected by an exceptional situation or condition sufficient for purposes of the three-prong test for variance relief established in §3103.2. Gilmartin et al. v. District of Columbia Board of Zoning Adjustment, 579 A.2d 1164 (1990).

B. The Strict Application of Section 776 Would Result in a Practical Difficulty.

Because of the exceptional conditions impacting the Subject Property, as outlined above, a strict application of the court (closed) requirements established in §776 would result in a practical difficulty for the Applicant.

As a result of the Subject Property's exceptional small size and less-than-optimal configuration, development of a commercially viable building on the Subject Property is a complicated and difficult undertaking. This situation is exacerbated by the development restrictions placed upon the Applicant's Reversion Parcel as a result of the Vehicular Easement and Construction Agreement. Pursuant to the Agreement, no portion of any building can be constructed above-grade on the five-foot wide reversion parcel. As a direct result of this restriction and the fact that the remaining width of the former alley reverted to the Thomas House property, a closed court is automatically created on the site. If this restriction were not in place, the Applicant could have covered this open space area and proceeded as a matter of right with no BZA relief required.

The Zoning Regulations do not require that courts be provided in new construction within the commercial (C) zoning districts. However, in instances where courts are provided, the Regulations are explicit in establishing minimum dimensional requirements. And in the case of closed courts for buildings dedicated to nonresidential uses in commercial zoning districts, §776.2 of the Regulations requires that the minimum area for such court be at least twice the square of the width of the court based upon the height of the court, but not less than 250 square feet. In the

case of a building measuring 130 feet in height, as permitted for the Subject Property, the minimum required area for a closed court under the Regulations would be 2,112 square feet, which would require a court width of 32'6" based upon the configuration of the Subject Property. The Applicant proposes a closed court with an area of 213 square feet and court width of five feet.

If the Applicant were forced to comply with the strict interpretation of §776 of the Regulations, the area of Lot 869 would be rendered idle and useless as the Applicant would not relocate a portion of the eastern, or rear, building line 27 feet six inches west to use that property. Using Lot 869 under those circumstances would give the building a much more severe, L-shaped footprint, and a depth of only 68'6" for a significant portion of the site. Such a requirement would work a practical difficulty to the Applicant to develop the Subject Property in a commercially viable manner.

Therefore, absent a grant of area variance relief from the Board, the Applicant is faced with the practical difficulty of having to forego use of building density provided by Lot 869 in development of the Subject Property in order to comply with §776. The Applicant could construct a building on Lot 868 alone and not require relief from §776. If this becomes a necessity, such an effort would render the Reversion Parcel and its related building density virtually useless to the Applicant. This would, in effect, be abandoning the Reversion Parcel for any sort of future development, a costly endeavor to the Applicant and to the District of Columbia, especially given the property's high density commercial zoning. Such a result obviously was not contemplated by the Applicant or the other parties involved in the

alley closing process in the early 1990s. While the Applicant will fully abide by its agreement with the Thomas House to reserve the Reversion Parcel from new construction, it places a practical and unintended difficulty upon the Applicant for the Applicant to be precluded from making viable use of that reverted property.

Furthermore, as has been well settled by the District of Columbia Court of Appeals, it is not relevant to the Board's consideration to grant an application for area variance relief whether an Applicant's practical difficulty has been created in part or in wholes by actions within its control. Association for the Preservation of 1700 Block of N Street, NW, and Vicinity v. District of Columbia Board of Zoning Adjustment, 384 A.2d 674 (1978), *citing* Salsbery v. District of Columbia Board of Zoning Adjustment, 357 A.2d 402 (1976).

For all the above reasons, the strict application of §776 of the Zoning Regulations would work a practical difficulty upon the Applicant.

C. Relief Can Be Granted Without Substantial Detriment to the Public Good and Without Impairing the Intent, Purpose and Integrity of the Zone Plan.

Finally, the Applicant's proposal satisfies the third requirement for variance relief under the Regulations, namely, that the relief can be provided without detriment either to the public good or to the zone plan.

(1) Public Good:

The Board's grant of variance relief in the present case will enable this valuable project to proceed to construction and will result in no negative impact upon neighboring property owners or the public good within the District of Columbia. As

set forth above, the proposed project conforms to the height and density requirements set forth in the Regulations and is in keeping with the pattern of high density commercial and residential development existing and under construction in the area. Further, the project promises to contribute to infilling a hole in the 14th Street, NW, streetscape leading into Thomas Circle, much like the apartment house project at the southwest corner of 14th and N Streets, NW (part of the National City Christian Church property) that was approved by this Board in Order No. 16536. The Applicant's proposed office building will also generate a significant increase in revenue to the District, especially as a result of increased property assessment for taxation purposes.

Approval of the area variance relief here requested will also work no detriment to any neighboring commercial or residential properties. With respect to the adjacent Thomas House apartment building, the Applicant notes that it will comply in all respects with the Vehicular Easement and Construction Agreement entered into in 1993 by the parties.

Nor is any more or less light and air to the residents of the 10-story Thomas House an issue as a result of this variance request. The Applicant notes that the Subject Property can be developed to a matter of right height of 130 feet and 10.0 FAR. The approval of the relief here requested does not change the dimension of the building envelope that the Applicant can create, it simply enables the Applicant to utilize the building density from its Reversion Parcel in order to make this small and irregularly-configured property more viable for development financing.

(2) Zone Plan:

Grant of the relief here requested likewise creates no harm to the zone plan. The project is in compliance with the zoning envelope established for its high density commercial zoning category and is consistent with the high density commercial and residential classification on the District of Columbia Generalized Land Use Map.

VII.
Witnesses

A. Representative of the Applicant.

B. Representative, HOK Architects.

C. Steven E. Sher, Director of Zoning and Land Use Services, Holland & Knight LLP.

VIII.
Conclusion

For the reasons stated above, the requested relief meets the applicable standards of variance relief under §3103 of the Zoning Regulations. The Applicant therefore requests that the Board grant the Application.

Respectfully submitted,

HOLLAND & KNIGHT, LLP

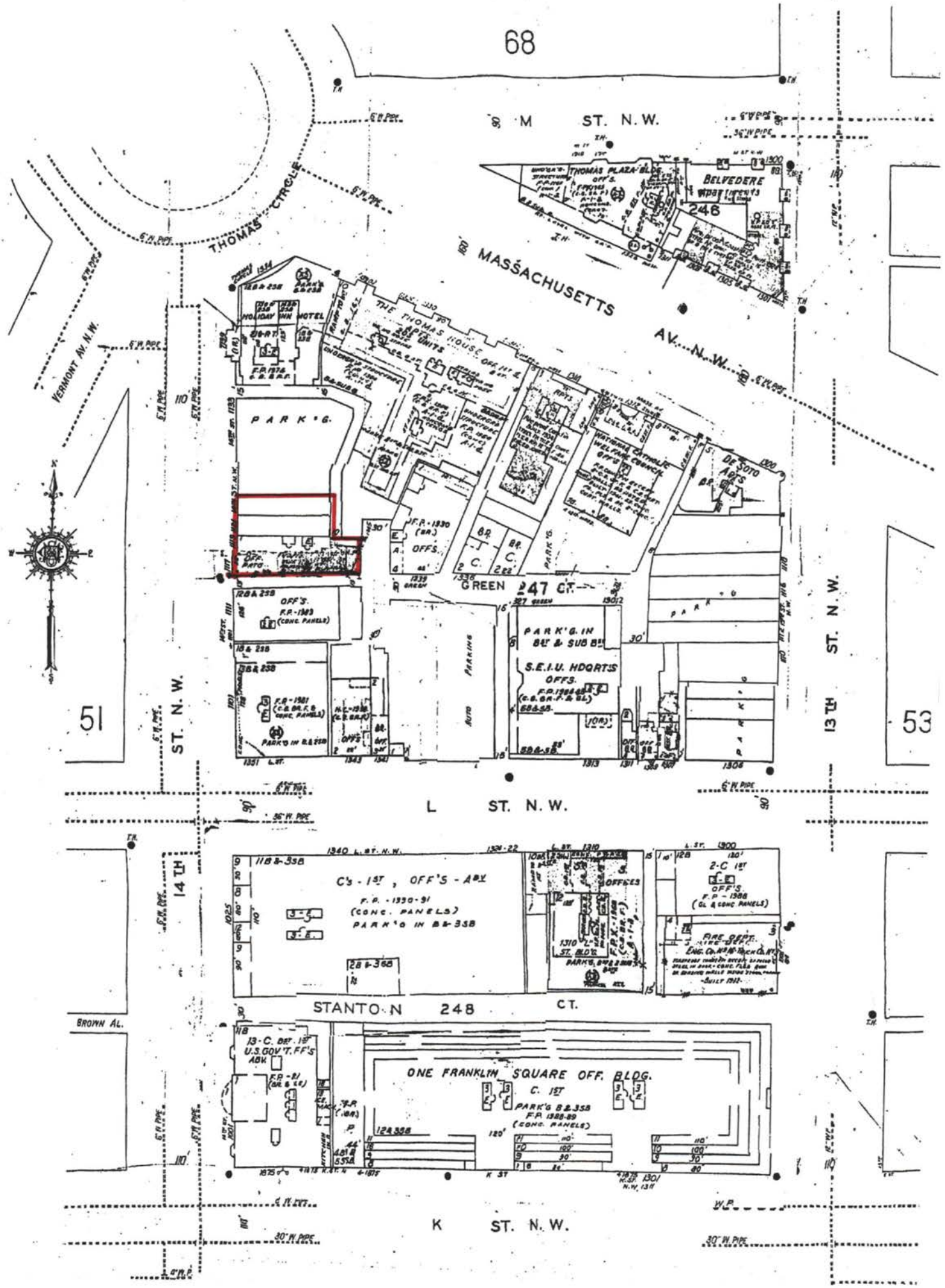
By _____
Norman M. Glasgow, Jr.

_____
Dennis R. Hughes
2099 Pennsylvania Avenue, NW,
Suite 100
Washington, D.C. 20006
(202) 955-3000

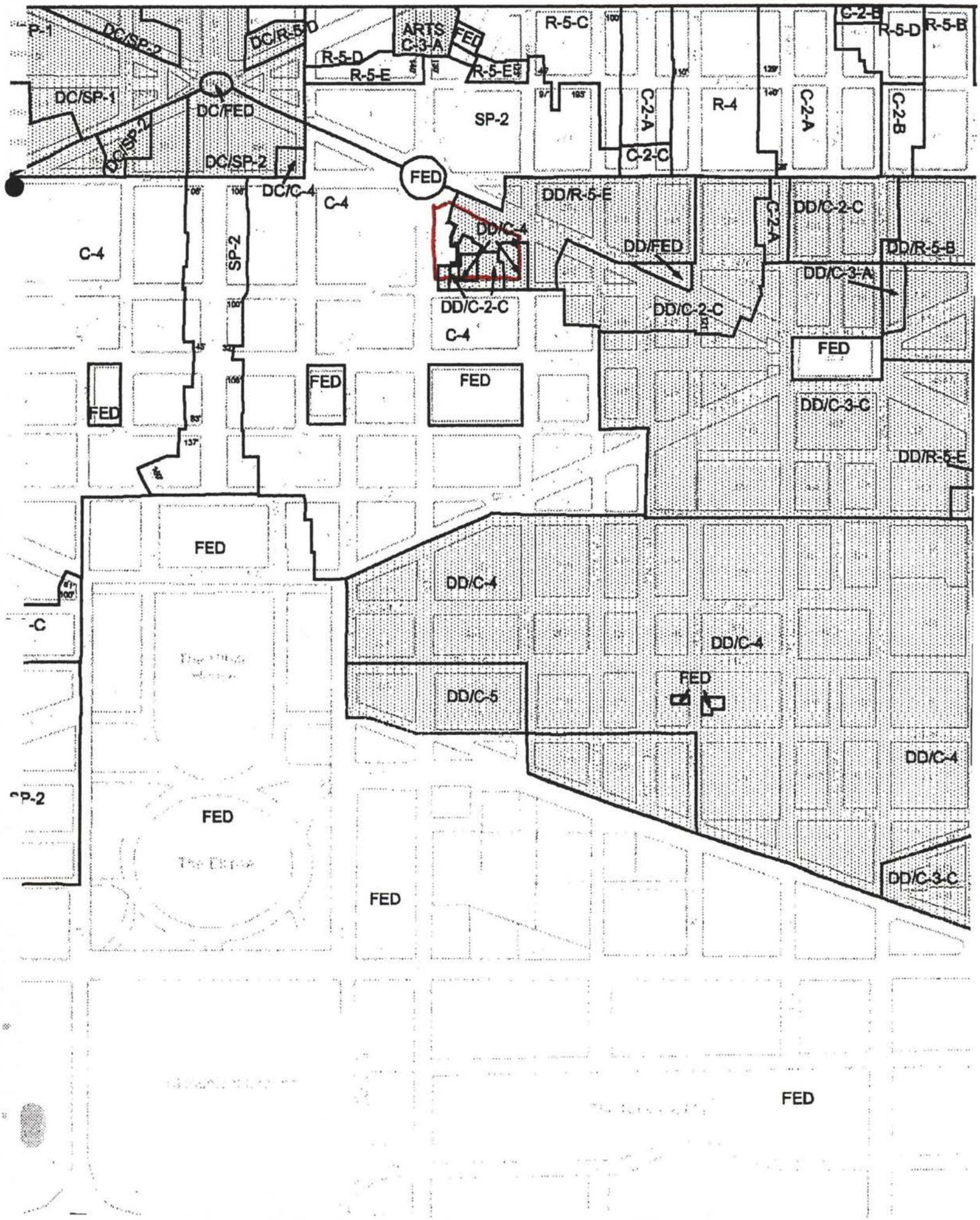
October, 2002
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THOMAS CIRCLE
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12498 ±
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8,810
66
6810 814
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96
98
78
91
85
87
872
870
Alley


68
S M ST. N.W.
THOMAS CIRCLE
THOMAS PLAZA BLDG.
BELVEDERE
248
MASSACHUSETTS AV. N.W.
VERMONT AV. N.W.
HOLIDAY INN MOTEL
THE THOMAS HOUSE APT. UNITS
PARK'G.
NATIONAL CATHOLIC WELFARE COUNCIL OFFS.
DE SOTO APTS
GREEN
247 CT.
PARK'G IN B&L & SUB B'S
S.E.I.U. HDQRTS OFFS.
51
ST. N.W.
13TH ST. N.W.
53
L ST. N.W.
14TH
C's - 1ST, OFF'S - A.B.V.
F.P. - 1930-31
(CONC. PANELS)
PARK'G IN B&L 358
STANTON 248 CT.
FIRE DEPT.
BROWN AL.
13-C. BET. 1ST
U.S. GOV'T. OFF'S
ABV.
ONE FRANKLIN SQUARE OFF. BLDG.
C. 1ST
PARK'G B&L 358
F.P. 1388-89
(CONC. PANELS)
K ST. N.W.




P-1
DC/SP-2
DC/R-5-D
ARTS C-3-A
FED
R-5-C
R-5-D
R-5-E
R-5-E
C-2-B
R-5-D
R-5-B
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DC/FED
SP-2
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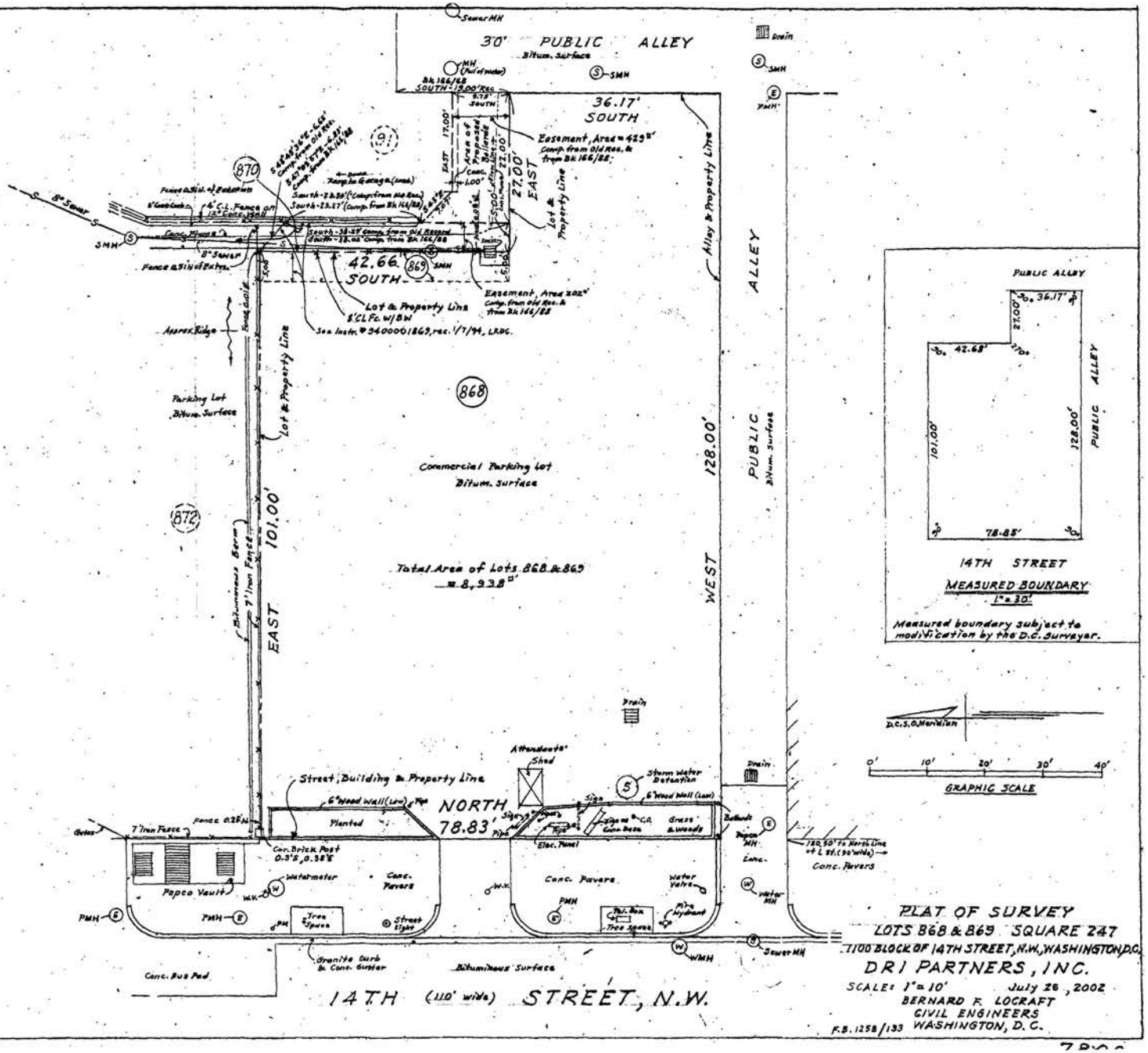
NOTE: 1. This plat is intended for real property title purposes only.
2. Measured boundary shown subject to modification by the D.C. Surveyor's Office and/or private land surveyors, registered to practice in the District of Columbia, performing wall tests and/or surveys on behalf of the D.C. Surveyor.
3. The land shown hereon is the same land described in Exhibit "A" to Schedule "A" of Commonwealth Land Title Insurance Company Commitment for Title Insurance No. 02-0428, effective date: June 10, 2002, Revised July 12, 2002.
4. The 8" sewer running through Lot 869, Square 247, which is part of public alley closed per plat recorded in Book 166, page 79, among the records of the Office of the Surveyor for the District of Columbia, is shown hereon per the records of the D.C. Water and Sewer Authority (WASA), as to the correctness and/or completeness of which there is no certification. WASA records show that this sewer (which, before the public alley was closed, was presumably a public sewer) drains to a sewer main in 14th Street, N.W., crossing Lots 869, 870 and 872, Square 247.
5. See Instrument No. 9400001869, recorded January 7, 1994, among the Land Records of the District of Columbia (L.R.D.C.), for Non-exclusive Easement for Vehicular Ingress and Egress and Construction and Maintenance Agreement. This instrument creates the easement areas along the easterly portion of premises surveyed. There is a area drain, presumably connected to the 8" sewer in public alley closed per D.C.S.O. Book 166, page 79, which straddles the common boundary of Lots 869 and 870, Square 247. Some of the surface water from Lots 868 & 869, and the southerly portion of public alley closed, Square 247, flows into this area drain, although the majority of this surface water drains to the 30' wide public alley to the east of Lot 868, Square 247. Paragraph 2(b) of Instrument 9400001869, recorded January 7, 1994, states that "The improvements within the Easement Area will be maintained and repaired at the sole cost of HI-Thomas, which maintenance and repair shall include the control of current water run-off from the Brown Property, provided however that Grantee shall be solely responsible for the control of any increased water run-off from the Brown Property resulting from any future grading to, or improvements on, the Brown Property."

ENGINEER'S CERTIFICATE

To DRI Partners Acquisition Company, LLC, and Commonwealth Land Title Insurance Company:

I hereby certify that this plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established by ALTA, ACSM and NSPS in 1999.

Meng Je Chang
Civil Engineer, Reg. No. D.C. 4096



PLAT OF SURVEY
LOTS 868 & 869 SQUARE 247
1100 BLOCK OF 14TH STREET, N.W., WASHINGTON, D.C.
DRI PARTNERS, INC.
SCALE: 1" = 10' July 26, 2002
BERNARD F. LOCRAFT
CIVIL ENGINEERS
WASHINGTON, D.C.
F.B. 1258/133



PUBLIC ALLEY CLOSED

SQUARE 247

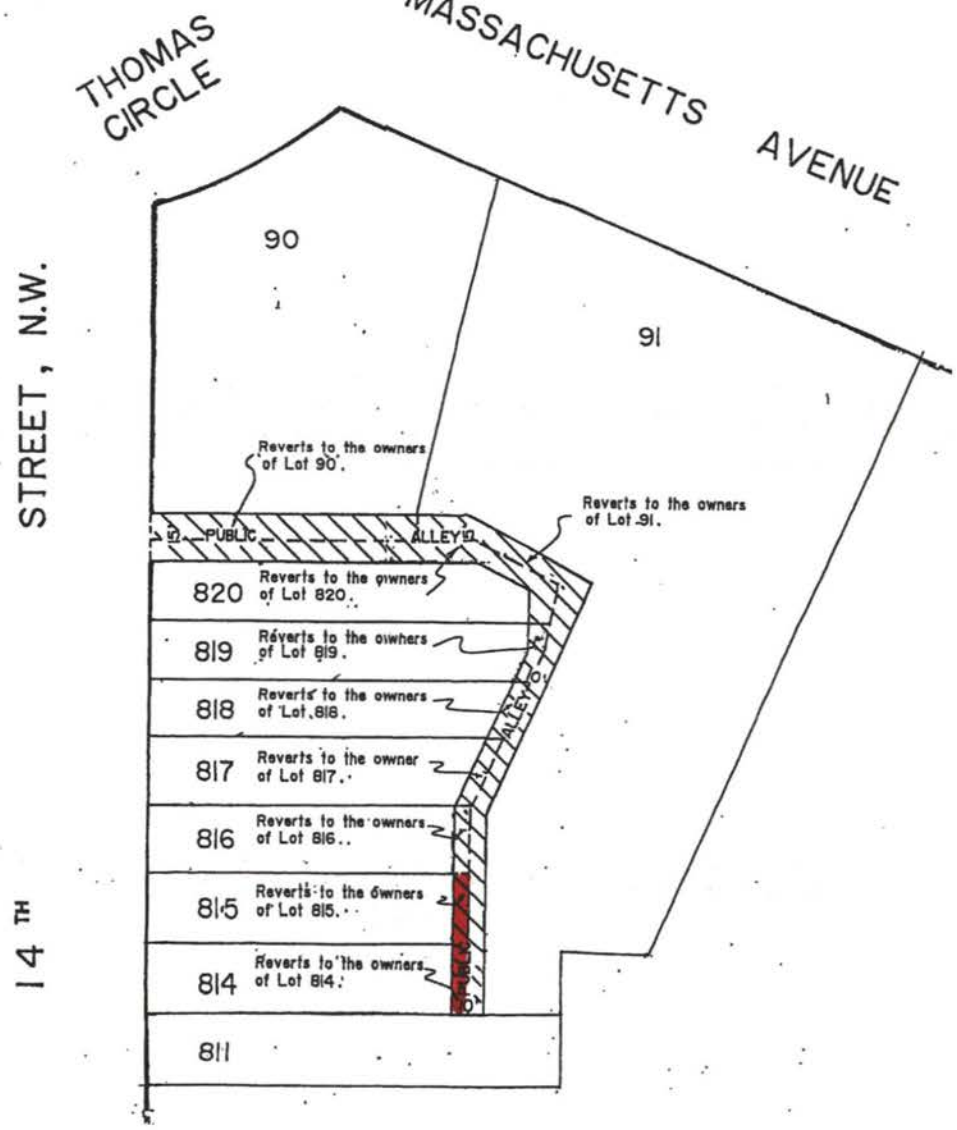
Pursuant to D.C. Law 9-256, effective MARCH 25, 1993 the alley shown thus: ////// is closed, and title reverts as shown upon recordation of this plat.

OFFICE OF THE SURVEYOR, D.C.

4:31pm August 2, 1993

I certify that this plat is correct and is recorded.

Lewis E. Canty, III
Surveyor



SURVEYOR'S OFFICE, D.C.

Made for: WILKES, ARTIS, HEDRICK & LANE

Drawn by: W.E.W (S.O. 6253)

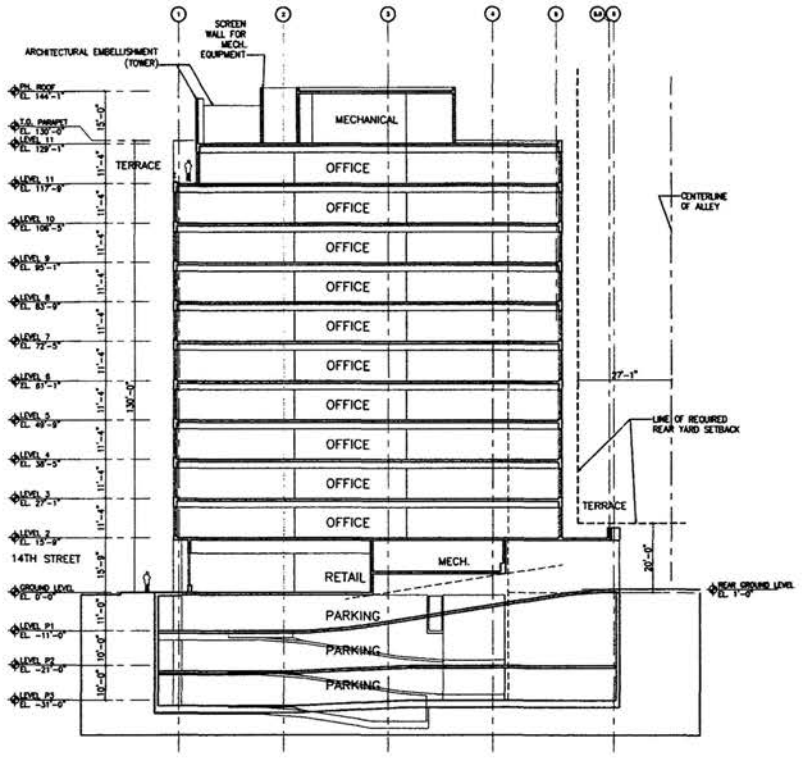
Recorded at 12:31 P.M. AUGUST 2, 1993

Recorded in Book 186, page 79

Scale: 1 inch = 30. feet. File No. 90-236

FILE COPY





A EAST–WEST SECTION
1/16"=1'-0"
0 8 16 32

GENERAL NOTES

NOTE A: REFER TO SHEET 4A.10–01 FOR DOOR SCHEDULE

NOTE B: REFER TO SHEET 4A.10–05 FOR ROOM FINISH SCHEDULE

NOTE C: REFER TO SHEET 4A.9–01 & 4A.9–02 FOR PARTITION TYPES

NOTE D: ALL DOORS ARE TO BE LOCATED 4" FROM ADJACENT CORNER U.N.O.

NOTE E: ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE

NOTE F: PARTITION TYPE OVER DOOR OR OPENING IS SAME AS ADJACENT UNLESS NOTED OTHERWISE

AUGUST 19, 2002

DRI PARTNERS, INC.

Project Scope
1121 FOURTEENTH ST.
1121 14th Street, NW Washington DC

Prepared for
DRI
1808 Eye Street, N.W., Suite 200

Contract No: 72–3409–14

HELLMUTH, OBATA + KASSABAUM, INC

HOK
ARCHITECTURE, ENGINEERING, PLANNING, INTERIORS, GRAPHICS, CONSULTING

3222 Grace Street, NW, Washington DC 20007
Voice: (202) 339–8700
Fax: (202) 339–8800
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No.	Issue Description	Date

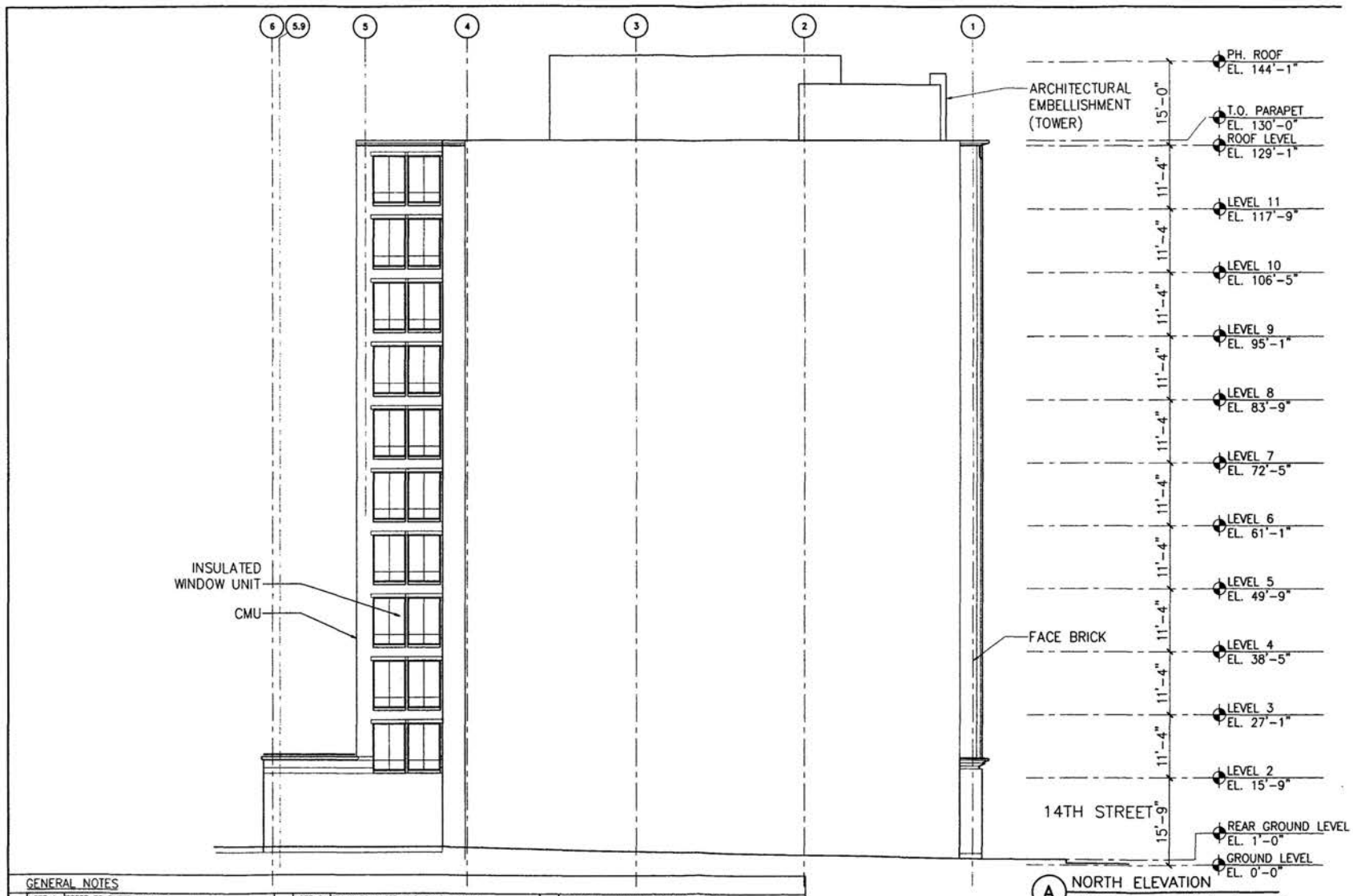
Drawn by: INT.LAST Reviewed by: INT.LAST

Project No: 72–3409–14

EAST-WEST SECTION

Original drawing is 24" x 36". Scale setting accordingly if reduced

A-06.01



A NORTH ELEVATION
1/8"=1'-0"
0 4 8 16

GENERAL NOTES

NOTE A: REFER TO SHEET 4A.10-01 FOR DOOR SCHEDULE	NOTE C: REFER TO SHEET 4A.9-01 & 4A.9-02 FOR PARTITION TYPES	NOTE E: ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE
NOTE B: REFER TO SHEET 4A.10-05 FOR ROOM FINISH SCHEDULE	NOTE D: ALL DOORS ARE TO BE LOCATED 4" FROM ADJACENT CORNER U.N.O.	NOTE F: PARTITION TYPE OVER DOOR OR OPENING IS SAME AS ADJACENT UNLESS NOTED OTHERWISE

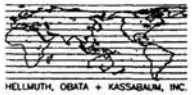
AUGUST 19, 2002

DRI PARTNERS, INC.

Project Scope
1121 FOURTEENTH ST.
1121 14th Street, NW Washington DC

Prepared for
DRI
1808 Eye Street, N.W., Suite 200

Contract No: 72-3409-14



HELLMUTH, OBATA + KASSABAUM, INC.

ARCHITECTURE, ENGINEERING, PLANNING, INTERIORS, GRAPHICS, CONSULTING

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No.	Issue Description	Date

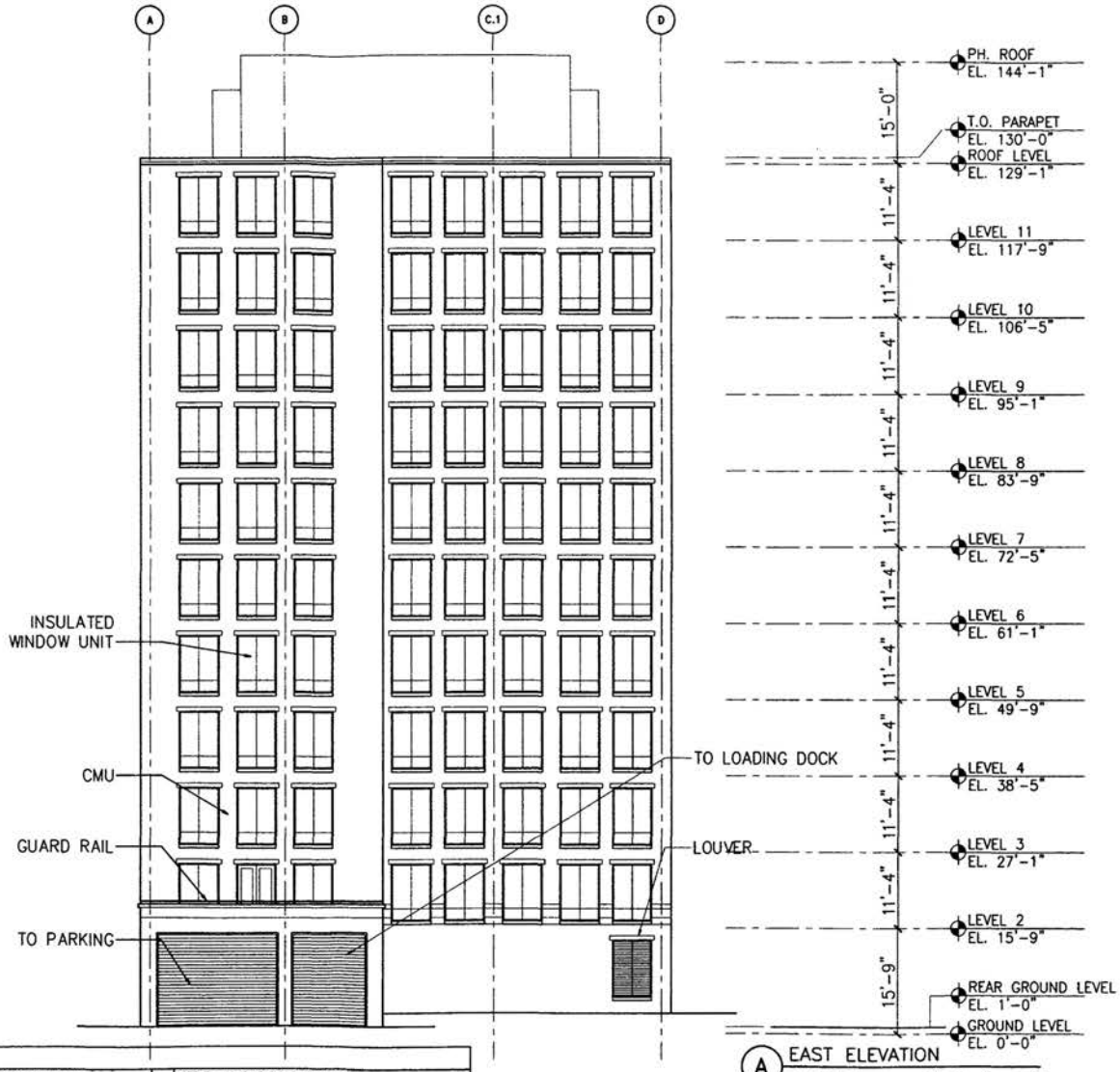
Drawn by: INT.LAST Name Reviewed by: INT.LAST Name

Project No: 72-3409-14

NORTH ELEVATION

Original drawing is 24" x 36". Scale setting according to volume

A-05.04



A EAST ELEVATION
1/8"=1'-0"
0 4 8 16

AUGUST 19, 2002

GENERAL NOTES

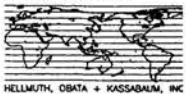
NOTE A: REFER TO SHEET 4A.10-01 FOR DOOR SCHEDULE
NOTE B: REFER TO SHEET 4A.10-05 FOR ROOM FINISH SCHEDULE
NOTE C: REFER TO SHEET 4A.9-01 & 4A.9-02 FOR PARTITION TYPES
NOTE D: ALL DOORS ARE TO BE LOCATED 4" FROM ADJACENT CORNER U.N.O.
NOTE E: ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE
NOTE F: PARTITION TYPE OVER DOOR OR OPENING IS SAME AS ADJACENT UNLESS NOTED OTHERWISE

DRI PARTNERS, INC.

Project Scope
1121 FOURTEENTH ST.
1121 14th Street, NW Washington DC

Prepared for
DRI
1808 Eye Street, N.W., Suite 200

Contract No: 72-3409-14



HELLMUTH, OBATA + KASSABAUM, INC

HOK ARCHITECTURE, ENGINEERING, PLANNING INTERIORS, GRAPHICS, CONSULTING

3323 Grace Street, NW, Washington DC 20007
Voice: (202) 339-8700
Fax: (202) 339-8800
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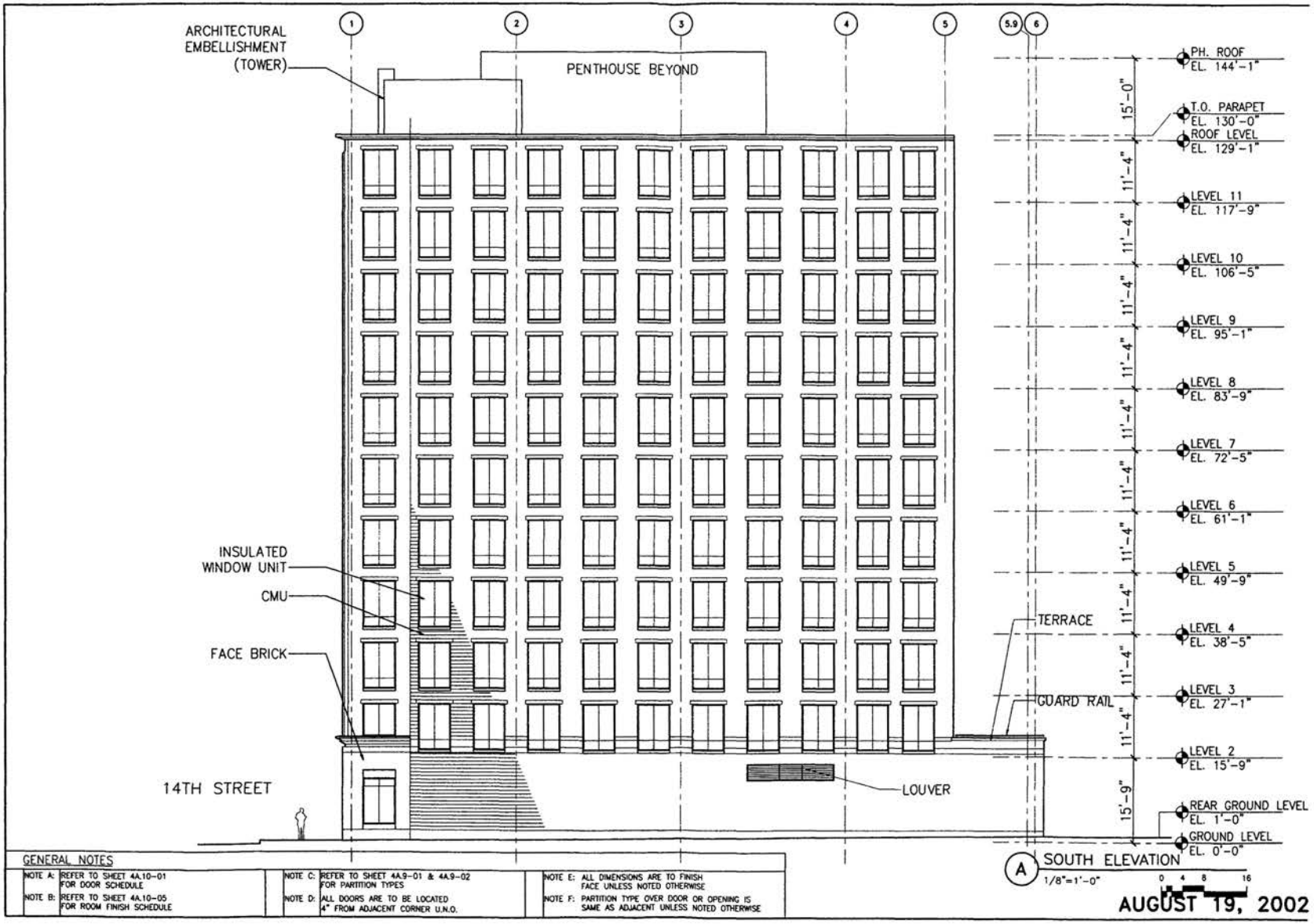
Drawn by: INT.LAST Reviewed by: INT.LAST

Project No: 72-3409-14

EAST ELEVATION

Original drawing is 24" x 36". Some widths accordingly if reduced

A-05.03



A SOUTH ELEVATION
1/8"=1'-0"
0 4 8 16

GENERAL NOTES

NOTE A: REFER TO SHEET 4A.10-01 FOR DOOR SCHEDULE
NOTE B: REFER TO SHEET 4A.10-05 FOR ROOM FINISH SCHEDULE
NOTE C: REFER TO SHEET 4A.9-01 & 4A.9-02 FOR PARTITION TYPES
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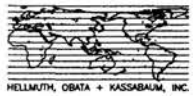
AUGUST 19, 2002

DRI PARTNERS, INC.

Project Scope
1121 FOURTEENTH ST.
1121 14th Street, NW Washington DC

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DRI
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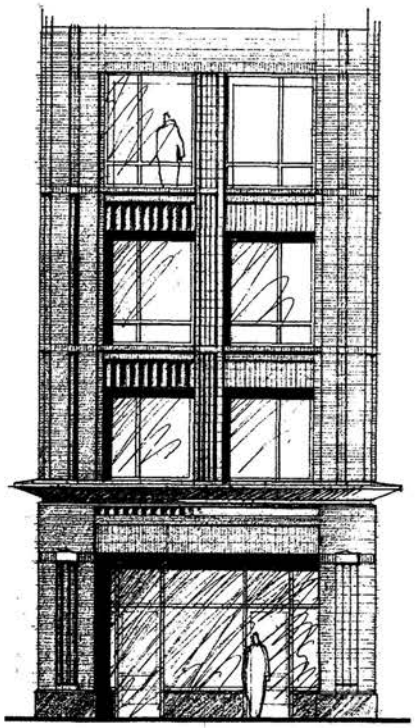
Drawn by: INT.LAST Initials Reviewed by: INT.LAST Initials

Project No: 72-3409-14

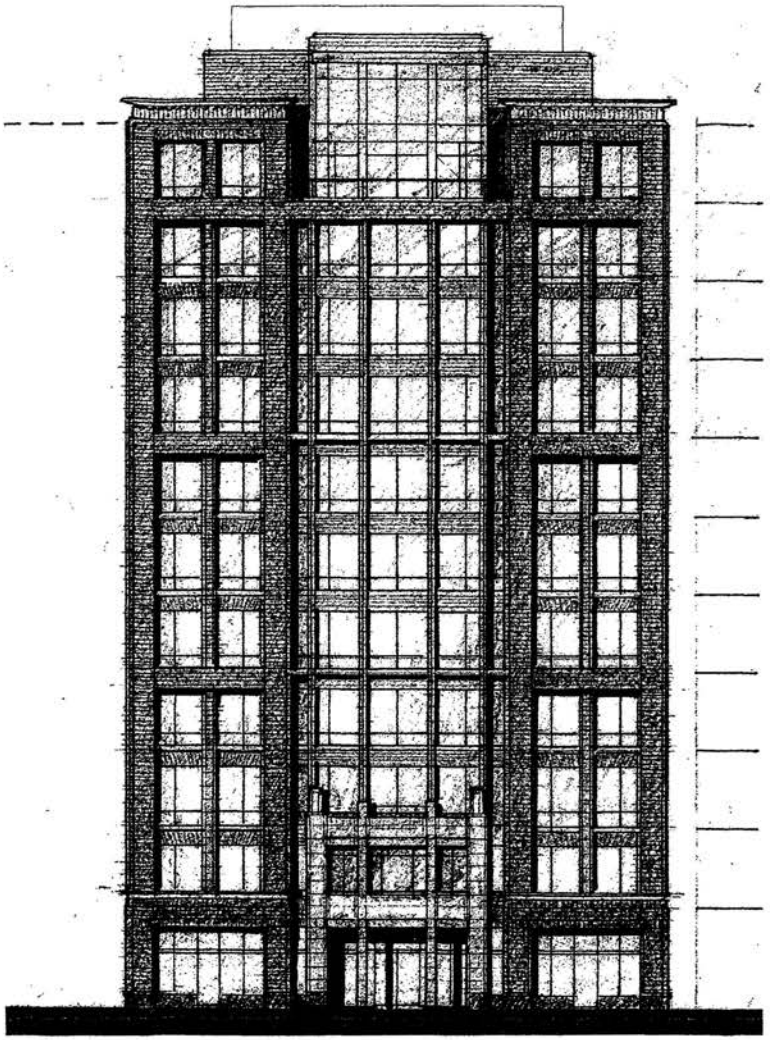
SOUTH ELEVATION

Original drawing is 24" x 36". Scale will be incorrect if reduced.

A-05.02



(B) DETAIL ELEVATION
1/4"=1'-0"



(A) WEST ELEVATION
1/8"=1'-0"

AUGUST 19, 2002

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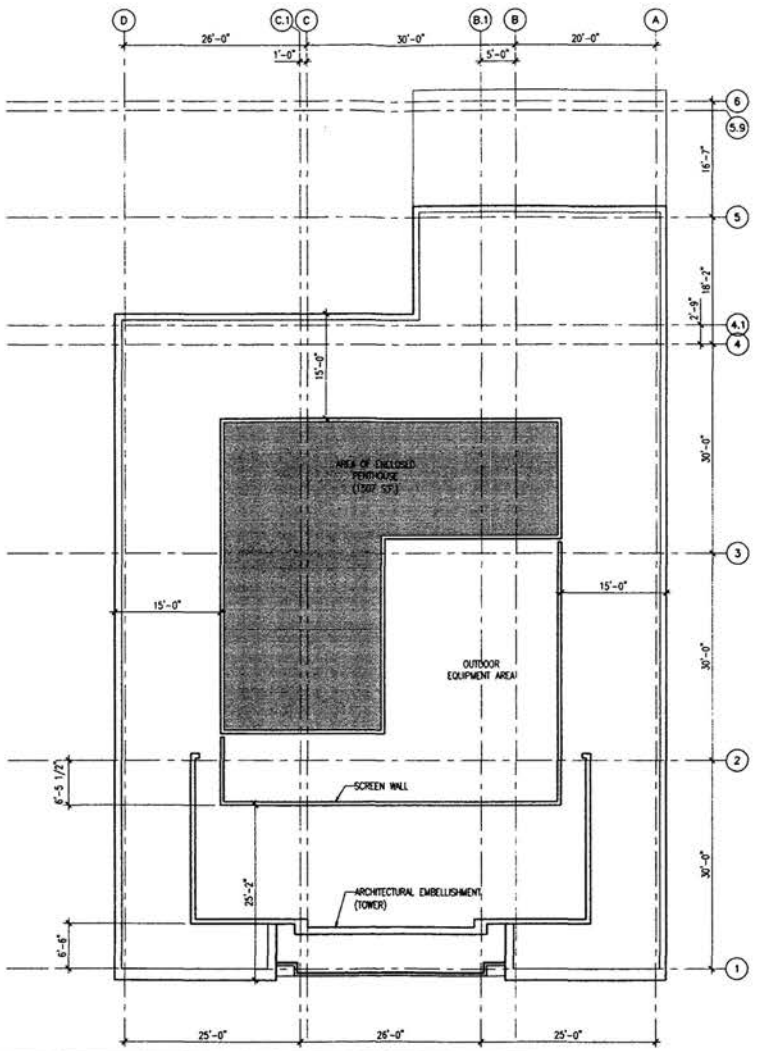
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Project No: 72-3409-14

WEST ELEVATION
AND DETAIL

Original drawing is 24" x 36" Sizes within parentheses ( ) metric

A-05.01



A FLOOR PLAN ROOF LEVEL

1/8"=1'-0"

0 4 8 16

GENERAL NOTES

NOTE A:	REFER TO SHEET 4A.10-01 FOR DOOR SCHEDULE	NOTE C:	REFER TO SHEET 4A.9-01 & 4A.9-02 FOR PARTITION TYPES	NOTE E:	ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE
NOTE B:	REFER TO SHEET 4A.10-05 FOR ROOM FINISH SCHEDULE	NOTE D:	ALL DOORS ARE TO BE LOCATED 4" FROM ADJACENT CORNER U.N.O.	NOTE F:	PARTITION TYPE OVER DOOR OR OPENING IS SAME AS ADJACENT UNLESS NOTED OTHERWISE

AUGUST 19, 2002

DRI PARTNERS, INC.

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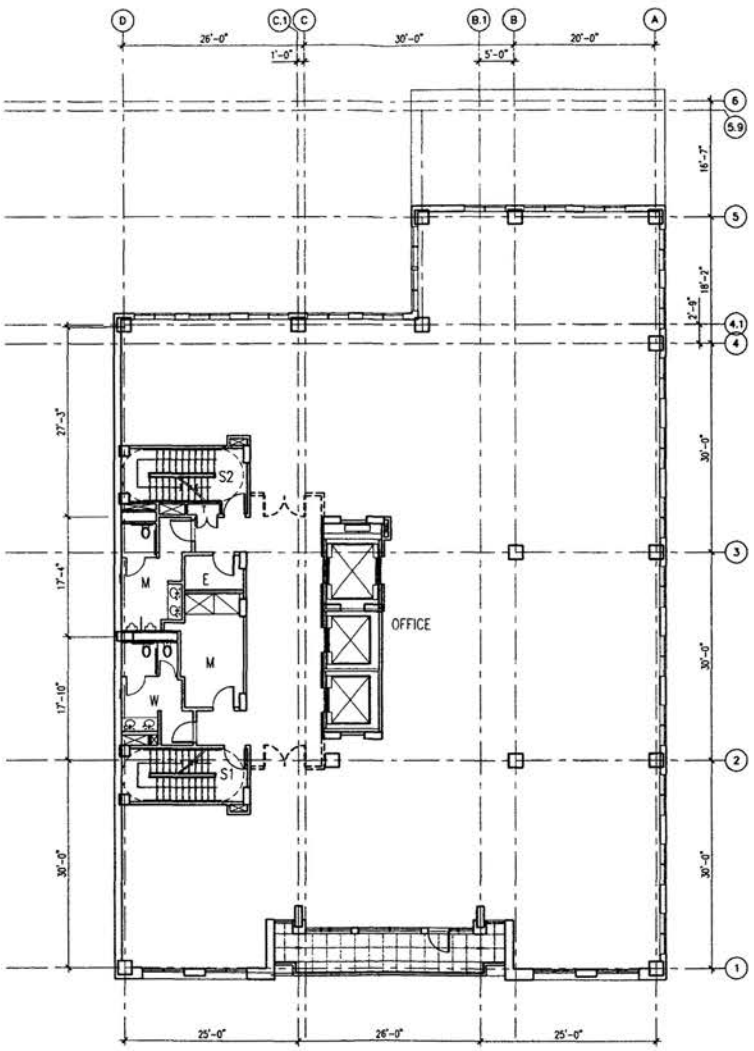
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Project No: 72-3409-14

FLOOR PLAN ROOF LEVEL

Original drawing is 24" x 36". Scale setting accordingly if reduced

A-02.08



A FLOOR PLAN
ELEVENTH LEVEL
1/8"=1'-0"
0 4 8 16

GENERAL NOTES

NOTE A: REFER TO SHEET 4A.10-01 FOR DOOR SCHEDULE

NOTE B: REFER TO SHEET 4A.10-05 FOR ROOM FINISH SCHEDULE

NOTE C: REFER TO SHEET 4A.9-01 & 4A.9-02 FOR PARTITION TYPES

NOTE D: ALL DOORS ARE TO BE LOCATED 4" FROM ADJACENT CORNER U.N.O.

NOTE E: ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE

NOTE F: PARTITION TYPE OVER DOOR OR OPENING IS SAME AS ADJACENT UNLESS NOTED OTHERWISE

AUGUST 19, 2002

DRI PARTNERS, INC.

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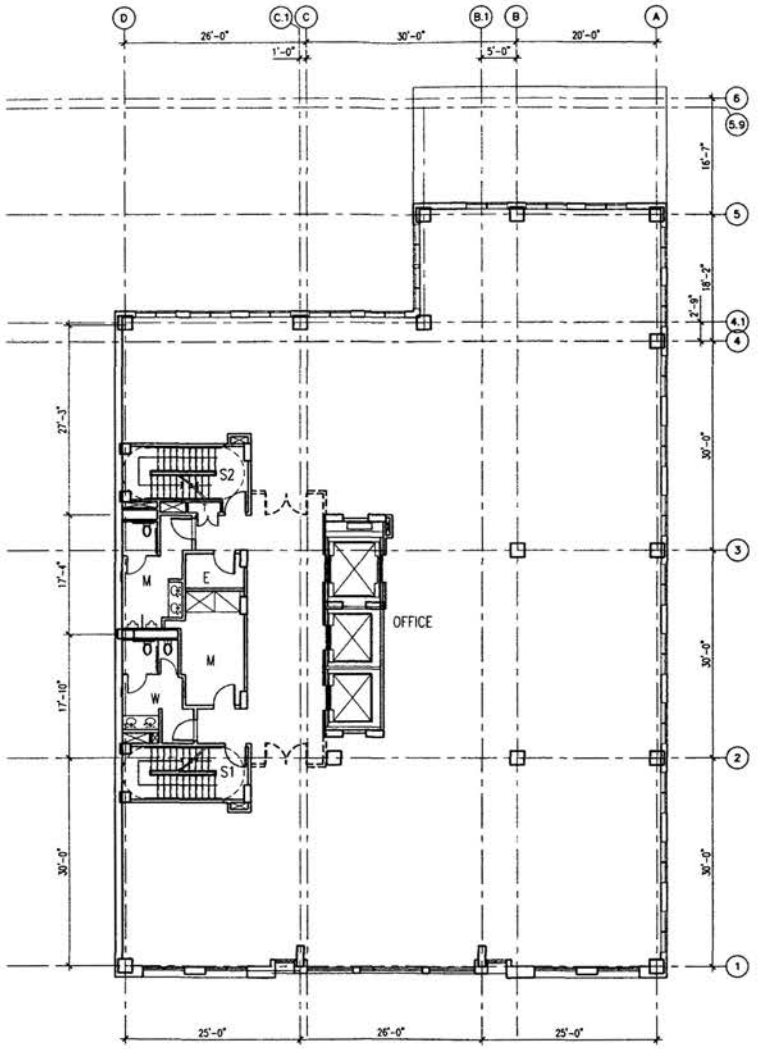
Drawn by: INT.LAST Reviewed by: INT.LAST

Project No: 72-3409-14

FLOOR PLAN
ELEVENTH LEVEL

Original drawing is 24" x 36". Sole edition ownership & release

A-02.06



A FLOOR PLAN TYPICAL LEVEL
1/8"=1'-0"
0 4 8 16

GENERAL NOTES

NOTE A:	REFER TO SHEET 4A.10-01 FOR DOOR SCHEDULE	NOTE C:	REFER TO SHEET 4A.9-01 & 4A.9-02 FOR PARTITION TYPES	NOTE E:	ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE
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AUGUST 19, 2002

DRI PARTNERS, INC.

Project Scope
1121 FOURTEENTH ST.
1121 14th Street, NW Washington DC

Prepared for
DRI
1808 Eye Street, N.W., Suite 200

Contract No: 72-3409-14

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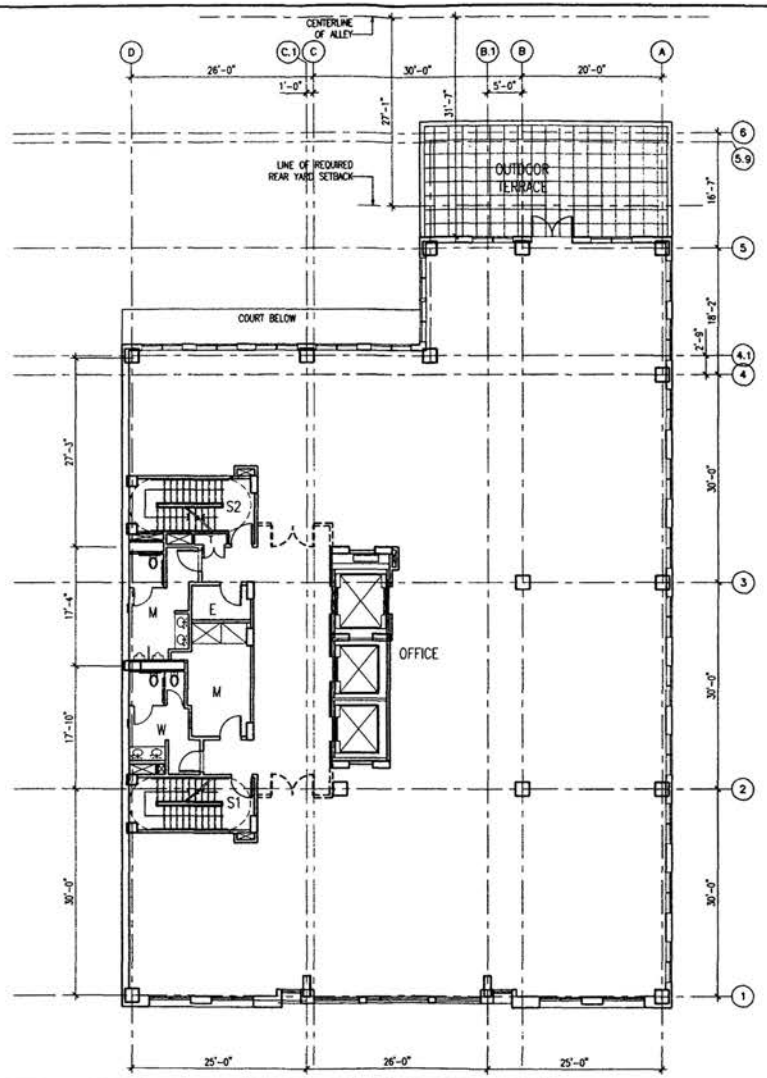
Drawn by: INT.LAST Reviewed by: INT.LAST

Project No: 72-3409-14

FLOOR PLAN
TYPICAL LEVEL

Original drawing is 24" x 36". Scale setting accordingly if reduced

A-02.05



A FLOOR PLAN SECOND LEVEL

1/8"=1'-0"

0 4 8 16

GENERAL NOTES

NOTE A: REFER TO SHEET 4A.10-01 FOR DOOR SCHEDULE

NOTE B: REFER TO SHEET 4A.10-05 FOR ROOM FINISH SCHEDULE

NOTE C: REFER TO SHEET 4A.9-01 & 4A.9-02 FOR PARTITION TYPES

NOTE D: ALL DOORS ARE TO BE LOCATED 4" FROM ADJACENT CORNER U.N.O.

NOTE E: ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE

NOTE F: PARTITION TYPE OVER DOOR OR OPENING IS SAME AS ADJACENT UNLESS NOTED OTHERWISE

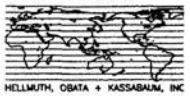
AUGUST 19, 2002

DRI PARTNERS, INC.

Project Scope
1121 FOURTEENTH ST.
1121 14th Street, NW Washington DC

Prepared for
DRI
1808 Eye Street, N.W., Suite 200

Contract No: 72-3409-14



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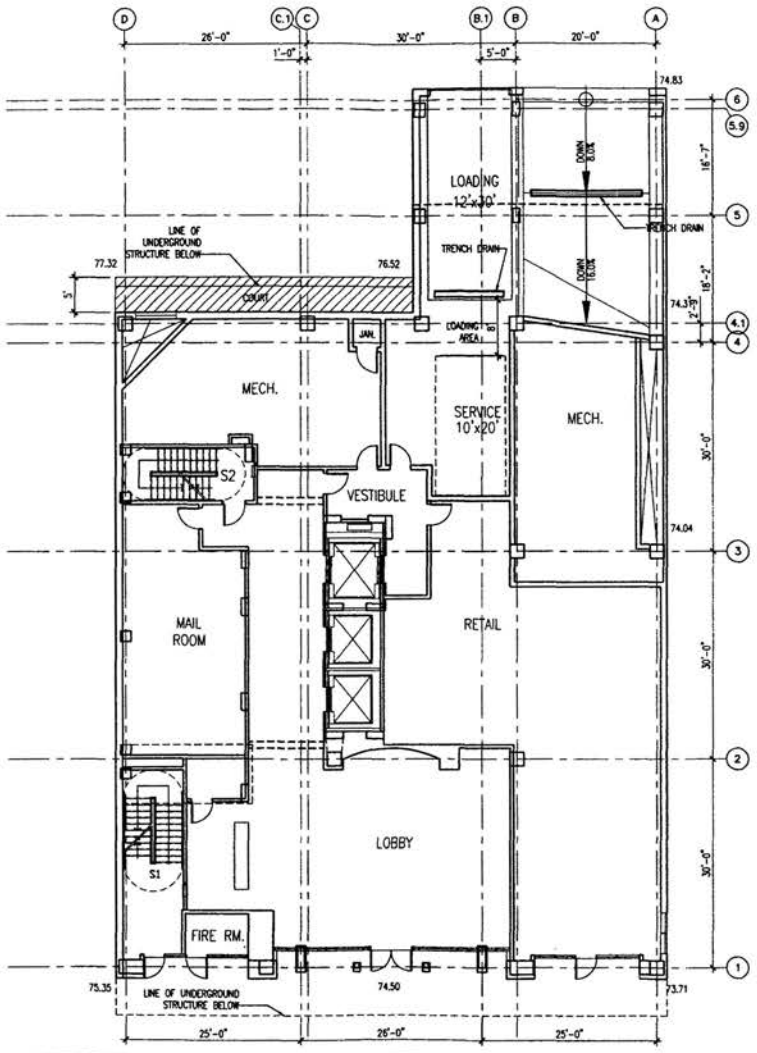
Drawn by: INT.LAST Reviewed by: INT.LAST

Project No: 72-3409-14

FLOOR PLAN SECOND LEVEL

Original drawing is 24" x 36". Scale written accordingly if reduced

A-02.04A



A FLOOR PLAN
GROUND LEVEL
1/8"=1'-0"
0 4 8 16

GENERAL NOTES

NOTE A: REFER TO SHEET 4A.10-01 FOR DOOR SCHEDULE

NOTE B: REFER TO SHEET 4A.10-05 FOR ROOM FINISH SCHEDULE

NOTE C: REFER TO SHEET 4A.9-01 & 4A.9-02 FOR PARTITION TYPES

NOTE D: ALL DOORS ARE TO BE LOCATED 4" FROM ADJACENT CORNER U.N.O.

NOTE E: ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE

NOTE F: PARTITION TYPE OVER DOOR OR OPENING IS SAME AS ADJACENT UNLESS NOTED OTHERWISE

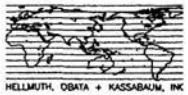
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Project Scope
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1121 14th Street, NW Washington DC

Prepared for
DRI
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Contract No: 72-3409-14



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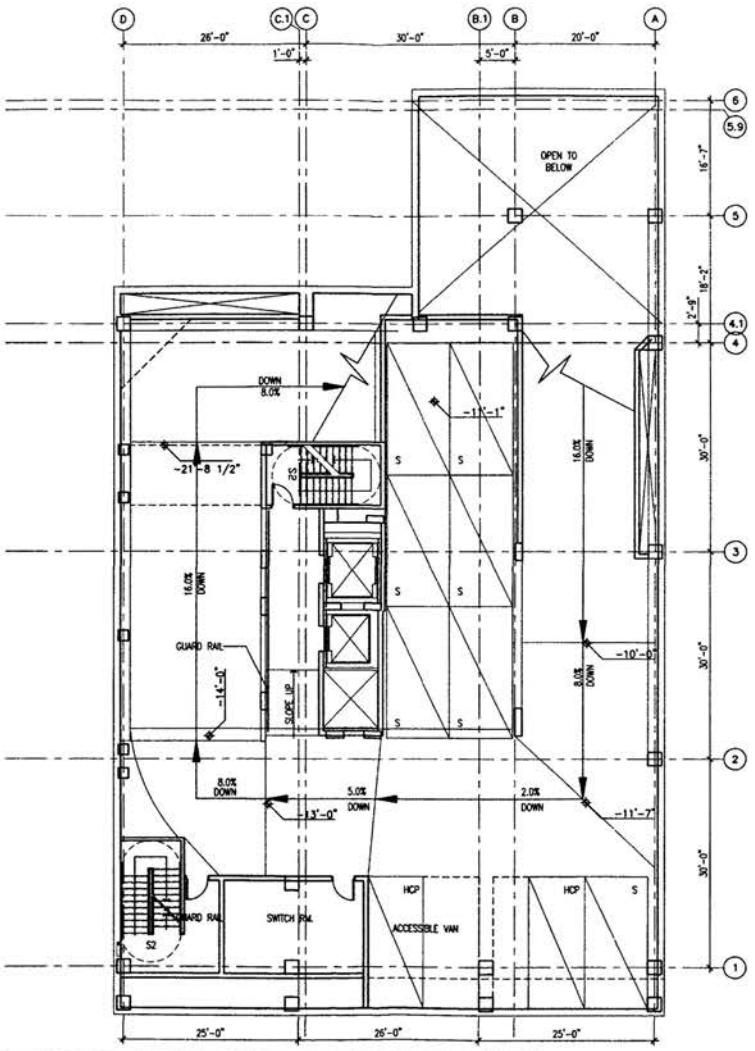
Drawn by: INT.LAST Reviewed by: INT.LAST

Project No: 72-3409-14

FLOOR PLAN
GROUND LEVEL

Original drawing is 24" x 36". Do not scale drawings c reduc

A-02.04



A FLOOR PLAN
PARKING LEVEL P1
1/8"=1'-0"
0 4 8 16

GENERAL NOTES

NOTE A: REFER TO SHEET 4A.10-01 FOR DOOR SCHEDULE

NOTE B: REFER TO SHEET 4A.10-05 FOR ROOM FINISH SCHEDULE

NOTE C: REFER TO SHEET 4A.9-01 & 4A.9-02 FOR PARTITION TYPES

NOTE D: ALL DOORS ARE TO BE LOCATED 4" FROM ADJACENT CORNER U.N.O.

NOTE E: ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE

NOTE F: PARTITION TYPE OVER DOOR OR OPENING IS SAME AS ADJACENT UNLESS NOTED OTHERWISE

NOTE: STANDARD PARKING SPACE, 9'-0" WIDE X 19'-0" LONG
COMPACT PARKING SPACE, 8'-0" WIDE X 16'-0" LONG
ADJACENT DRIVE AISLE WIDTH, 20'-0"

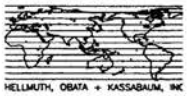
AUGUST 19, 2002

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Project Scope
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1121 14th Street, NW Washington DC

Prepared for
DRI
1808 Eye Street, N.W., Suite 200

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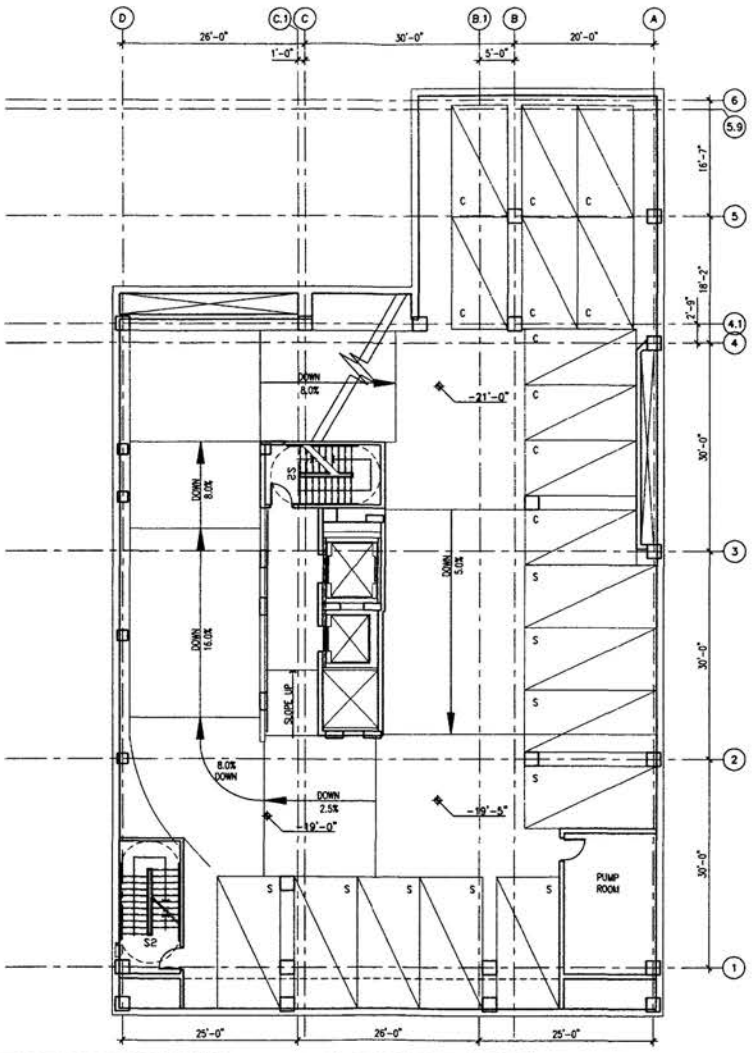
Drawn by: INT.LAST Reviewed by: INT.LAST M

Project No: 72-3409-14

FLOOR PLAN
PARKING LEVEL P1

Original drawing is 24" x 36". Scale setting according to release

A-02.03



A FLOOR PLAN
PARKING LEVEL P2
1/8"=1'-0"
0 4 8 16

GENERAL NOTES

NOTE A: REFER TO SHEET 4A.10-01 FOR DOOR SCHEDULE

NOTE B: REFER TO SHEET 4A.10-05 FOR ROOM FINISH SCHEDULE

NOTE C: REFER TO SHEET 4A.9-01 & 4A.9-02 FOR PARTITION TYPES

NOTE D: ALL DOORS ARE TO BE LOCATED 4" FROM ADJACENT CORNER U.N.O.

NOTE E: ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE

NOTE F: PARTITION TYPE OVER DOOR OR OPENING IS SAME AS ADJACENT UNLESS NOTED OTHERWISE

NOTE: STANDARD PARKING SPACE, 9'-0" WIDE X 19'-0" LONG
COMPACT PARKING SPACE, 8'-0" WIDE X 16'-0" LONG
ADJACENT DRIVE AISLE WIDTH, 20'-0"

AUGUST 19, 2002

DRI PARTNERS, INC.

Project Scope
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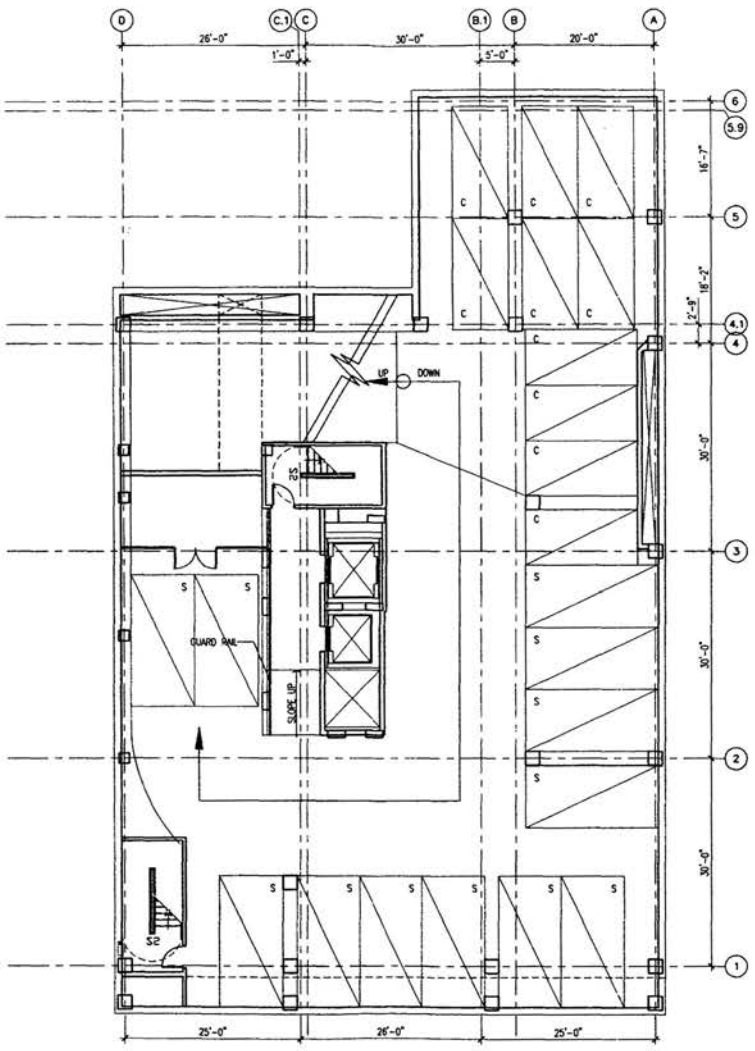
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Project No: 72-3409-14

FLOOR PLAN
PARKING LEVEL P2

Original drawing is 24" x 36". Sizes within drawings if reduced

A-02.02



A FLOOR PLAN
PARKING LEVEL P3
1/8"=1'-0"
0 4 8 16

GENERAL NOTES

NOTE A: REFER TO SHEET 4A.10-01 FOR DOOR SCHEDULE

NOTE B: REFER TO SHEET 4A.10-05 FOR ROOM FINISH SCHEDULE

NOTE C: REFER TO SHEET 4A.9-01 & 4A.9-02 FOR PARTITION TYPES

NOTE D: ALL DOORS ARE TO BE LOCATED 4" FROM ADJACENT CORNER U.N.O.

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NOTE: STANDARD PARKING SPACE, 9'-0" WIDE X 19'-0" LONG
COMPACT PARKING SPACE, 8'-0" WIDE X 16'-0" LONG
ADJACENT DRIVE AISLE WIDTH, 20'-0"

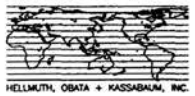
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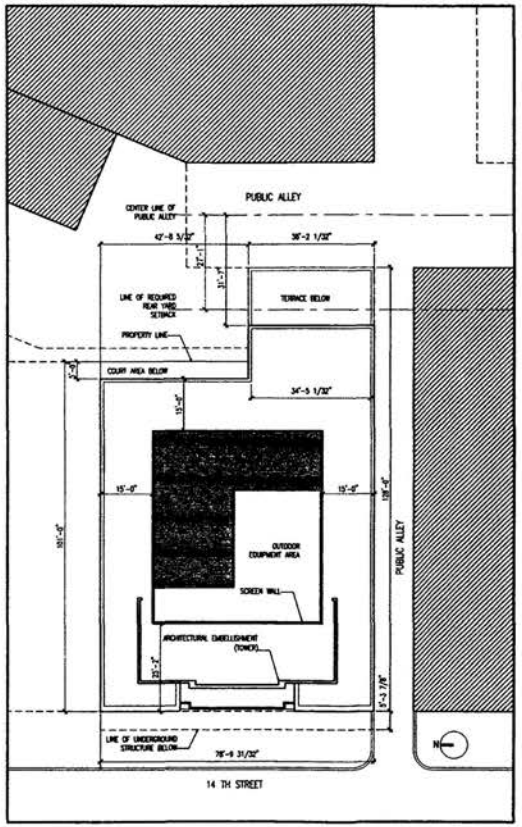
Drawn by: INT.LAST Initials Reviewed by: INT.LAST Initials

Project No: 72-3409-14

FLOOR PLAN
PARKING LEVEL P3

Original drawing is 24" x 36". Scale written accordingly if reduced

A-02.01



A SITE PLAN
1/16"=1'-0"
0 8 16 32

GENERAL NOTES

NOTE A:	REFER TO SHEET 4A.10-01 FOR DOOR SCHEDULE	NOTE C:	REFER TO SHEET 4A.9-01 & 4A.9-02 FOR PARTITION TYPES	NOTE E:	ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE
NOTE B:	REFER TO SHEET 4A.10-05 FOR ROOM FINISH SCHEDULE	NOTE D:	ALL DOORS ARE TO BE LOCATED 4" FROM ADJACENT CORNER U.N.O.	NOTE F:	PARTITION TYPE OVER DOOR OR OPENING IS SAME AS ADJACENT UNLESS NOTED OTHERWISE

AUGUST 19, 2002

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SITE PLAN

Original drawing is 24" x 36". Scale will be accordingly if reduced

A-01.01

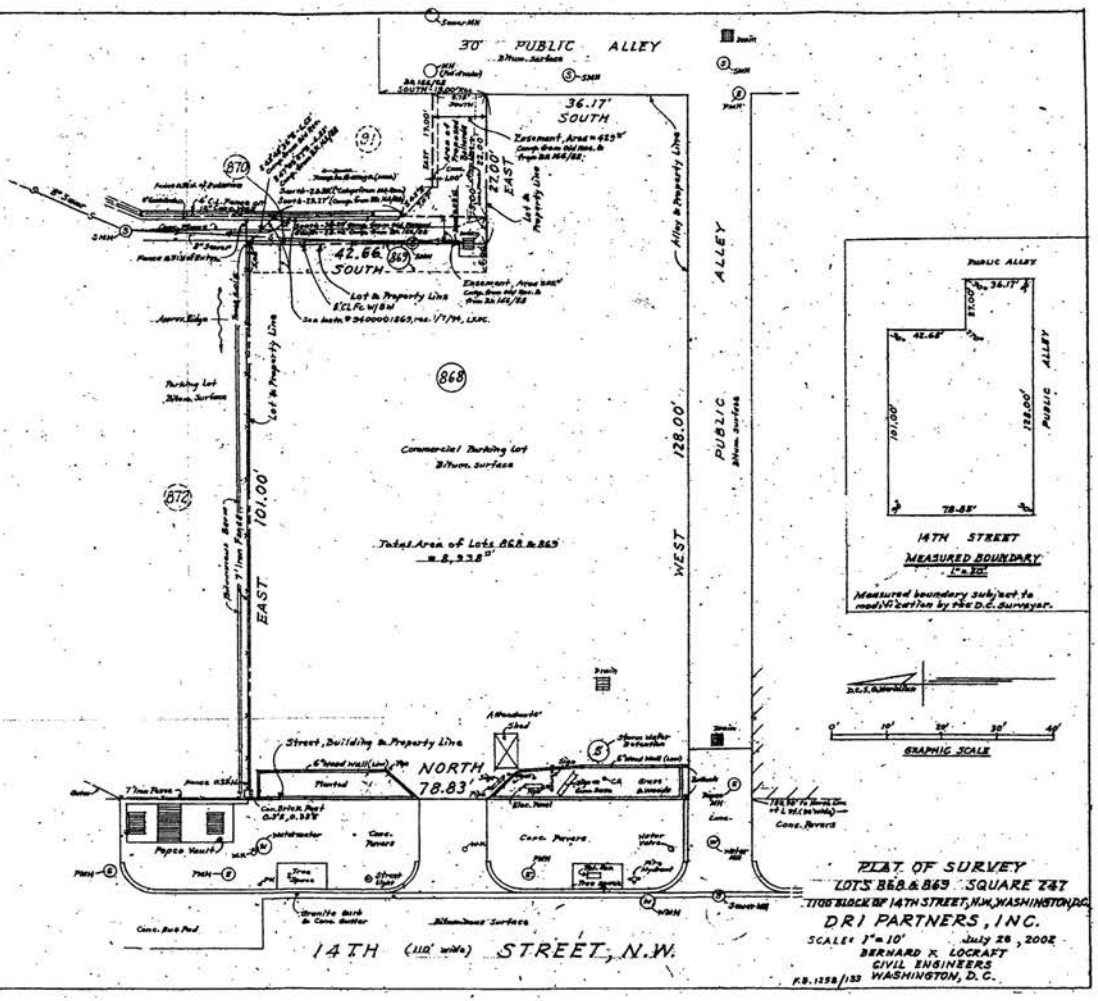
NOTE: 1. This plat is intended for real property title purposes only.
2. Measured boundary is/was subject to modification by the D.C. Surveyor's Office and/or private land surveyors, registered to practice in the District of Columbia, performing field tests and/or surveys on behalf of the D.C. Surveyor.
3. The land shown hereon is the same land described in Exhibit "A" to Schedule "A" of Commonwealth Land Title Insurance Company Commitment for Title Insurance No. 02-2428, effective date: June 10, 2002, Revised July 12, 2002.
4. The 8" sewer running through Lot 869, Square 247, which is part of public alley closed per plat recorded in Book 186, page 79, among the records of the Office of the Surveyor for the District of Columbia, is shown hereon per the records of the D.C. Water and Sewer Authority (WASA), as to the correctness and/or completeness of which there is no certification. WASA records allow that this sewer (which, before the public alley was closed, was presumably a public sewer) drains to a sewer main in 14th Street, N.W., crossing Lots 868, 870 and 872, Square 247.
5. See Instrument No. 0400001869, recorded January 7, 1994, among the Land Records of the District of Columbia (L.R.D.C.), for Non-exclusive Easement for Vehicular Ingress and Egress and Construction and Maintenance Agreement. This instrument creates the easement areas along the easterly portion of premises surveyed. There is a sewer drain, presumably connected to the 8" sewer in public alley closed per D.C.S.O. Book 186, page 79, which straddles the common boundary of Lots 869 and 870, Square 247. Some of the surface water from Lots 868 & 869, and the southerly portion of public alley closed, Square 247, does into this area drain, although the majority of this surface water drains to the 30' wide public alley to the east of Lot 868, Square 247. Paragraph 2(b) of instrument 0400001869, recorded January 7, 1994, states that "The Improvements within the Easement Area will be maintained and repaired at the sole cost of Hi-Thomas, which maintenance and repair shall include the control of current water run-off from the Brown Property, provided however that Grantee shall be solely responsible for the control of any increased water run-off from the Brown Property resulting from any future grading to, or improvements on, the Brown Property."

ENGINEER'S CERTIFICATE

To DRI Partners Acquisition Company, LLC, and Commonwealth Land Title Insurance Company:

I hereby certify that this plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established by ALTA, ACSM and NSPS in 1999.

Mang Ja Chang
Civil Engineer, Reg. No. D.C. 4096



DRI PARTNERS, INC.

Project Scope
1121 FOURTEENTH ST.
1121 14th Street, NW Washington DC

Prepared for
DRI
1908 Eye Street, N.W., Suite 200

Contract No: 72-3409-14

HELLMUTH, OBATA + KASSABAUM, INC

HOK
ARCHITECTURE, ENGINEERING, PLANNING, INTERIORS, GRAPHICS, CONSULTING

3235 Grace Street, NW, Washington DC 20007
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No.	Issue Description	Date

Drawn by: INT.LAST Initials Reviewed by: INT.LAST Initials

Project No: 72-3409-14

SITE SURVEY PLAN

Original drawing is 24" x 36". Scale varies accordingly if reduced.

AUGUST 19, 2002

C-01.01

AREA CALCULATIONS

LEVEL	FAR GROSS FLOOR AREA SQUARE FEET	RENTABLE FLOOR AREA SQUARE FEET	TOTAL OCCUPANT LOAD
PENTHOUSE (MECH.)	1507	1417	5
11TH FLOOR	7,901	7,427	30
10TH FLOOR	8,107	7,621	32
9TH FLOOR	8,107	7,621	32
8TH FLOOR	8,107	7,621	32
7TH FLOOR	8,107	7,621	32
6TH FLOOR	8,107	7,621	32
5TH FLOOR	8,107	7,621	32
4TH FLOOR	8,107	7,621	32
3RD FLOOR	8,107	7,621	32
2ND FLOOR	8,107	7,621	32
GROUND FLOOR	8,811	8000	36
TOTAL	89,375	84,016	
ALLOWABLE	90,390		

PENTHOUSE AREA CALCULATIONS

LEVEL	GROSS FLOOR AREA SQUARE FEET	TOTAL OCCUPANT LOAD
PENTHOUSE FLOOR	1507	5

PARKING AREA CALCULATIONS

LEVEL	GROSS FLOOR AREA SQUARE FEET	TOTAL OCCUPANT LOAD
P1 LEVEL	7,232	27
P2 LEVEL	9,303	47
P3 LEVEL	9,303	47
PARKING TOTAL	25,838	

PARKING CALCULATIONS

LEVEL	STANDARD	COMPACT	NON-CONFORMING (STACKED)	ACCESSIBLE	VAN	TOTAL
P1 LEVEL	3	0	4	2	(1)	9
P2 LEVEL	8	5	6	0	0	19
P3 LEVEL	10	5	7	0	0	22
TOTAL	21	10	17	2	(1)	50
REQUIRED	0	0	0	2	(1)	

FIRE RESISTANCE RATINGS

1. OCCUPANCY SEPARATIONS — HOURLY RATING

USE GROUP B — 1 HOUR RATING (WITH AUTO SPRINKLER)
USE GROUP S-2 — 1 HOUR RATING (WITH AUTO SPRINKLER)
USE GROUP M — 1 HOUR RATING (WITH AUTO SPRINKLER)

NOTE: SHAFT RATING MUST NOT BE LESS THAN FLOOR CONSTRUCTION RATING

2. EXTERIOR WALLS

LOAD BEARING — 2 HOUR RATING

NON-LOAD BEARING
- 0 TO 5 FEET SEPARATION — 1 HOUR RATING
- GREATER THAN 10 FEET SEPARATION — 0 HOUR RATING

3. STRUCTURAL FRAME

COLUMNS:
- SUPPORTING MORE THAN ONE FLOOR — 2 HOUR RATING
- SUPPORTING ONE FLOOR ONLY OR ROOF ONLY — 1 1/2 HOUR RATING

FLOOR CONSTRUCTION INCLUDING BEAMS — 2 HOUR RATING

ROOF CONSTRUCTION INCLUDING BEAMS:
- 15 FEET OR LESS IN HEIGHT — 1 HOUR RATING
- MORE THAN 15 FEET, BUT LESS THAN 20 FEET — 1 HOUR RATING
- 20 FEET OR MORE IN HEIGHT — 0 HOUR RATING

4. SHAFT ENCLOSURES & ELEVATOR HOISTWAYS

NOTE: SHAFT RATING MUST NOT BE LESS THAN FLOOR CONSTRUCTION RATING — 2 HOUR RATING

5. STAIR ENCLOSURES, EXITS

NOTE: SHAFT RATING MUST NOT BE LESS THAN FLOOR CONSTRUCTION RATING — 2 HOUR RATING

6. EXIT ACCESS CORRIDORS

0 HOUR RATING (WITH AUTO. SPRINKLER)

7. SPECIFIC OCCUPANCY AREAS

STORAGE ROOMS:
- MORE THAN 50 SF, BUT NOT MORE THAN 100 SF — SMOKE PARTITION (WITH AUTO. SPRINKLER)
- MORE THAN 100 SF — SMOKE PARTITION (WITH AUTO. SPRINKLER)

WORKSHOP — 1 HOUR RATING (WITH AUTO. SPRINKLER)

8. SPECIAL AREAS

ELECTRICAL SWITCHGEAR ROOMS	2 HOUR RATING
FIRE PUMP ROOM	2 HOUR RATING
FIRE CONTROL ROOM	2 HOUR RATING
ELECTRICAL CLOSETS	1 HOUR RATING
ELEVATOR MACHINE ROOM	2 HOUR RATING

BUILDING CODE INFORMATION

1. APPLICABLE CODES & REGULATIONS

1996 DISTRICT OF COLUMBIA BUILDING CODE
1996 BOCA NATIONAL BUILDING CODE
1996 INTERNATIONAL MECHANICAL CODE
1995 INTERNATIONAL PLUMBING CODE, WITH 1996 SUPPLEMENT
1996 NFPA 70 NATIONAL ELECTRIC CODE
1994 NFPA 13 STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS
1993 NFPA 14 STANDARD FOR THE INSTALLATION OF STANDPIPE & HOSE SYSTEMS
1993 ASME A17.1 SAFETY CODE FOR ELEVATORS & ESCALATORS
AMERICANS WITH DISABILITIES ACT, TITLES II & III

2. BUILDING USE CLASSIFICATION

USE GROUP B, BUSINESS (OFFICE)
USE GROUP S-2, STORAGE, LOW-HAZARD (PARKING GARAGE, STORAGE)
USE GROUP M, MERCANTILE (RETAIL)

3. CONSTRUCTION TYPE

TYPE 2A, STRUCTURAL ELEMENTS PROTECTED NONCOMBUSTIBLE

NOTE: CONSTRUCTION TYPE MODIFIED FROM TYPE 1B UNDER THE AUTOMATIC SPRINKLER SYSTEM ALTERNATIVE FOR HIGH-RISE BUILDINGS.

4. MAXIMUM ALLOWABLE HEIGHT

NOT LIMITED

5. MAXIMUM ALLOWABLE AREA

NOT LIMITED

6. WIND LOAD DETERMINANTS

IN ACCORDANCE WITH ASCE 7 / ANSI A58.1-82

7. MAXIMUM EXIT DISTANCE

250 FEET WITH SPRINKLER SYSTEM (USE GROUP B, A-3, & M)
400 FEET WITH SPRINKLER SYSTEM (USE GROUP S-2)

8. MINIMUM NUMBER OF EXITS PER FLOOR

2 FOR OCCUPANT LOAD OF 500 OR LESS

ZONING INFORMATION

1. APPLICABLE REGULATIONS

1996 DISTRICT OF COLUMBIA ZONING REGULATIONS

2. PROPERTY INFORMATION

LOCATION: 1121 FOURTEENTH STREET, N.W., WASHINGTON, DC
DESCRIPTION: SQUARE 247 (LOTS 808 & 809)

LAND AREA: 8,838 SQUARE FEET

3. ZONING DISTRICT

C-4

4. ALLOWABLE HEIGHT

130 FEET MAXIMUM
NUMBER OF STORIES: NOT LIMITED

5. ALLOWABLE FLOOR AREA RATIO (FAR)

MAXIMUM (8838 SF X 10)	=	88,380
TOTAL	=	88,380

6. ALLOWABLE PERCENTAGE OF LOT OCCUPANCY

100%

7. FRONT YARD REQUIREMENTS

NOT REQUIRED

8. REAR YARD REQUIREMENTS

2 1/2 INCHES PER FOOT OF VERTICAL DISTANCE FROM THE MEAN FINISHED GRADE AT THE MIDDLE OF THE REAR OF THE STRUCTURE TO THE HIGHEST POINT OF THE MAIN ROOF OR PARAPET WALL, BUT NOT LESS THAN 12 FEET

130'-0" X 2 1/2" = 27'-1"

9. SIDE YARD REQUIREMENTS

NOT REQUIRED

10. COURT REQUIREMENTS

NOT REQUIRED

11. ROOF STRUCTURES REQUIREMENTS

ALLOWABLE FAR INCREASE: PENTHOUSE: 36% OF SITE AREA
AREA LIMITATION: NO LIMIT
HEIGHT LIMITATION: 18'-6"
SETBACK: ONE TO ONE

12. OFF STREET PARKING REQUIREMENTS

PARKING SPACES REQUIRED: NONE
PARKING SPACES PROVIDED: 50 TOTAL
ACCESSIBLE PARKING SPACES REQUIRED: 2 TOTAL
STANDARD PARKING SPACE: 8'-0" WIDE X 18'-0" LONG
COMPACT PARKING SPACE: 8'-0" WIDE X 16'-0" LONG
ACCESSIBLE PARKING SPACE: 13'-0" WIDE X 18'-0" LONG
ACCESSIBLE VAN PARKING SPACE: 16'-0"WIDE X 18'-0" LONG

13. OFF STREET LOADING REQUIREMENTS

LOADING BERTHS REQUIRED: TOTAL = 1 REQUIRED
LOADING BERTH SIZE: 12'-0" WIDE X 30'-0" LONG
LOADING BERTH HEIGHT: 14'-0" MINIMUM

LOADING PLATFORMS REQUIRED: TOTAL = 1 REQUIRED
LOADING PLATFORM AREA: 100 SF EACH
LOADING PLATFORM WIDTH: 8'-0" MINIMUM

SERVICE/DELIVERY SPACES REQUIRED: TOTAL = 1 REQUIRED
SERVICE/DELIVERY SPACE SIZE: 10'-0" WIDE X 20'-0" LONG
SERVICE/DELIVERY SPACE HEIGHT: 10'-0" MINIMUM

AUGUST 19, 2002

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Project No: 72-3409-14

PROJECT DATA

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G-00.02

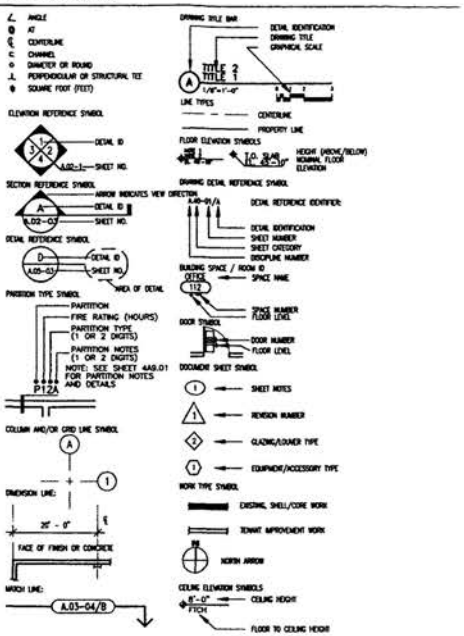
DRAWING INDEX

DRAWING ISSUED: DATE	AUG 01, 2002	AUG 19, 2002		
GENERAL:				
	X	X	G-00.00	COVER SHEET
	X	X	G-00.01	DRAWING INDEX, ABBREVIATIONS AND GENERAL NOTES
		X	G-00.02	PROJECT DATA
CIVIL:				
		X	C-01.01	SITE SURVEY PLAN
STRUCTURAL:				
			S-00.01	GENERAL NOTES
			S-01.01	FOUNDATION & GROUND FLOOR PLAN
			S-02.01	FRAMING PLANS
			S-03.01	TYPICAL DETAILS
			S-04.01	SECTIONS
ARCHITECTURAL:				
		X	A-01.01	SITE PLAN
	X	X	A-02.01	FLOOR PLAN PARKING LEVEL P3
	X	X	A-02.02	FLOOR PLAN PARKING LEVEL P2
	X	X	A-02.03	FLOOR PLAN PARKING LEVEL P1
	X	X	A-02.04	FLOOR PLAN GROUND LEVEL
		X	A-02.04A	FLOOR PLAN SECOND LEVEL
	X	X	A-02.05	FLOOR PLAN TYPICAL LEVEL
	X	X	A-02.06	FLOOR PLAN ELEVENTH LEVEL
		X	A-02.08	FLOOR PLAN ROOF LEVEL
	X	X	A-05.01	WEST ELEVATION AND DETAIL
		X	A-05.02	SOUTH ELEVATION
		X	A-05.03	EAST ELEVATION
		X	A-05.04	NORTH ELEVATION
		X	A-06.01	EAST-WEST SECTION

ABBREVIATIONS

A.C.	AIR CONDITIONING
ACC.	ACCESSIBLE
ACOUS.	ACOUSTICAL
ACT	ACOUSTICAL CEILING TILE
A.D.	AREA DRAIN
ADJ.	ADJUSTABLE
A.F.F.	ABOVE FINISH FLOOR
AGGR.	AGGREGATE
ALS	ACRYLIC LATEX SEALANT
ALT.	ALTERNATE
ALUM.	ALUMINUM
ANCH.	ANCHOR
A.P.C.	ACOUSTICAL PANEL CEILING
APPROX.	APPROXIMATE
ARCH.	ARCHITECTURAL
AUTO.	AUTOMATIC
A.V.	AUDIO VISUAL
BD.	BOARD
BLDG.	BUILDING
BLK.	BLOCK
BM.	BEAM
BOT.	BOTTOM
BR	BACKER ROD
BSMT.	BASEMENT
B.U.R.	BUILT-UP ROOFING
CAB.	CABINET
CAT.	CATEGORY
C.B.	CATCH BASIN
C.B.U.	CEMENTITIOUS BACKER UNIT
CEM.	CEMENT
CER.	CERAMIC
C.G.	CORNER GUARD
CH.	CHILLER
CHAN.	CHANNEL
C.I.	CAST IRON
C.I.P.	CAST IN PLACE
C.J.	CONTROL JOINT OR CONSTRUCTION JOINT
CLG.	CEILING
CLR.	CLEAR
C.M.U.	CONCRETE MASONRY UNIT
CNTR.	COUNTER PANEL SCHEDULES
CO.	CLEANOUT
COL.	COLUMN
CONC.	CONCRETE POWER RISER DIGRAM
CONN.	CONNECTIONFA RISER DIAGRAM & DETAILS
CONT.	CONTINUOUS
CONTR.	CONTRACTOR
CORR.	CORRIDOR
C.T.	CERAMIC TILE OR COOLING TOWER
CTR.	CENTER
C.L.	CENTER LINE
C.W.	COLD WATER
DEMO.	DEMOLITION
DEPT.	DEPARTMENT
DET.	DETAIL
D.F.	DRINKING FOUNTAIN
DIA.	DIAMETER
DIFF.	DIFFUSER
DIM.	DIMENSION
DIS.	DISCARD
DISP.	DISPENSER
DMPF.	DAMPPROOFING
DN.	DOWN
D.O.	DOOR OPENING
DR.	DOOR OR DRAIN
DS.	DOWNSPOUT
DW.	DISHWASHER
DWG.	DRAWING
DWR.	DRAWER
(E)	EXISTING
E.	EAST
EA.	EACH
E.I.F.S.	EXTERIOR INSULATION FINISH SYSTEM
E.J.	EXPANSION JOINT
EL.	ELEVATION
ELEC.	ELECTRICAL
ELEV.	ELEVATOR
EMER.	EMERGENCY
ENCL.	ENCLOSURE
E.P.	ELECTRICAL PANELBOARD
EQ.	EQUAL
EQUIP.	EQUIPMENT
ESC.	ESCALATOR
E.W.C.	ELECTRICAL WATER COOLER
EXH.	EXHAUST
EXP.	EXPANSION
EXIST.	EXISTING
EXT.	EXTERIOR
F.A.	FIRE ALARM
FTCH	FLOOR TO CEILING HEIGHT
F.D.	FLOOR DRAIN
F.D.C.	FIRE DEPARTMENT CONNECTION
FDN.	FOUNDATION
F.E.	FIRE EXTINGUISHER
F.E.C.	FIRE EXTINGUISHER CABINET
F.F.E.	FINISH FLOOR ELEVATION
FIN.	FINISH
FL.	FLOOR
FLASH.	FLASHING
FLUOR.	FLUORESCENT
F.O.	FACE OF
FPG.	FIREPROOFING
FR.	FRAME
FT.	FOOT/FEET
FTCH.	FLOOR TO CEILING HEIGHT
FTG.	FOOTING
FURR.	FURRING
GA.	GAUGE
GALV.	GALVANIZED
G.B.	GRAB BAR
G.C.	GENERAL CONTRACT OR GENERAL CONTRACTOR
G.F.R.C.	GLASS FIBER REINFORCED CONCRETE
G.F.R.G.	GLASS FIBER REINFORCED GYPSUM
GL.	GLASS
GR.	GRADE
G.R.C.	GLASS FIBER REINFORCED CONCRETE
G.R.G	GLASS FIBER REINFORCED GYPSUM
GYP.BD.	GYPSUM WALLBOARD
H.B.	HOSE BIBB
H.C.	HOLLOW CORE
HDW.	HARDWARE
HDWD.	HARDWOOD
HEAT.ST.	HEAT STRENGTHENED
HO.	HOLD-OPEN
HORIZ.	HORIZONTAL
H.PT.	HIGH POINT
H.R.C.	HOSE REEL CABINET
HR.	HOUR
HT.	HEIGHT
H.V.A.C.	HEATING, VENTILATING, AIR CONDITIONING
H.W.	HOT WATER
I.D.	INSIDE DIAMETER/DIMENSION
IN.	INCH
INCL.	INCLUDED OR INCLUDING
INFO.	INFORMATION
INSUL.	INSULATION
INT.	INTERIOR
INV.	INVERT
I.R.M.A	INVERTED ROOF MEMBRANE ASSEMBLY
JAN.	JANITOR
J.C.	JANITOR'S CLOSET
JST.	JOIST
JT.	JOINT
K.	KIP (1000 lb)
K.PL.	KICK PLATE
KG.	KILOGRAM
KIT.	KITCHEN
KO.	KNOCKOUT
L.	LITER
LAB.	LABORATORY
LAM.	LAMINATE OR LAMINATION
LAV.	LAVATORY
LB.	POUND
L.F.	LINEAR FOOT
L.PT.	LOW POINT
M.	METER
MACH.	MACHINE
MAINT.	MAINTENANCE
MAS.	MASONRY
MATL.	MATERIAL
MAX.	MAXIMUM
MBL.	MARBLE
M.D.F.	MEDIUM DENSITY FIBERBOARD
MECH.	MECHANICAL
MEMB.	MEMBRANE
MET.	METAL
MEZZ.	MEZZANINE
MFR.	MANUFACTURER
MH.	MANHOLE
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MM.	MILLIMETER
M.O.	MASONRY OPENING
MTD.	MOUNTED
MTG.	MOUNTING
MTL.	METAL
MUL.	MULLION
N.	NORTH
N/A.	NOT APPLICABLE
N.C.	NOISE CRITERIA
N.I.C.	NOT IN CONTRACT
NOM.	NOMINAL
N.T.S.	NOT TO SCALE
O.A.	OUTSIDE AIR
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER/DIMENSION
OFF.	OFFICE
O.H.	OPPOSITE HAND
OPNG.	OPENING
OPP.	OPPOSITE
OPP.HD.	OPPOSITE HAND
O.R.D.	OVERFLOW ROOF DRAIN
OVHD.	OVERHEAD
PAV.	PAVING
PBD.	PARTICLEBOARD
P.C.	PRECAST CONCRETE
PERF.	PERFORATED
PERIM.	PERIMETER
PERP.	PERPENDICULAR
P.F.	POINT OF FROG
PL.	PLATE
P.LAM.	PLASTIC LAMINATE
PLAS.	PLASTER
PLBG.	PLUMBING
P.L.F.	POUNDS PER LINEAR FOOT
PLYWD.	PLYWOOD
PNL.	PANEL
POL.	POLISHED
PR.	PAIR
PREFAB.	PREFABRICATED
P.S.F.	POUNDS PER SQUARE FOOT
PT.	POINT
PTD.	PAINTED
P.T.D.	PAPER TOWEL DISPENSER
PTR.	PAPER TOWEL RECEPTACLE
Q.T.	QUARRY TILE
QTY.	QUANTITY
R.	RISER OR RADIUS
R.A.	RETURN AIR
R.C.P.	REFLECTED CEILING PLAN
R.D.	ROOF DRAIN
RECPT.	RECEPTACLE
REF.	REFERENCE
REFL.	REFLECTED OR REFLECTIVE
REFR.	REFRIGERATOR
REG.	REGISTER
REINF.	REINFORCED OR REINFORCING
REM.	REMOVEABLE
REQ.	REQUIRED
RESIL.	RESILIENT
REV.	REVISION OR REVISED
RM.	ROOM
R.O.	ROUGH OPENING
R.W.L.	RAIN WATER LEADER
S.	SOUTH
SAN.	SANITARY
S.C.	SOLID CORE
SCHED.	SCHEDULE
S.D.	STORM DRAIN OR SOAP DISPENSER
SECT.	SECTION
S.F.	SQUARE FEET/FOOT
S.H.	SPRINKLER HEAD
SHT.	SHEET
SIM.	SIMILAR
S.M.	SILICONE SEALANT
SQ.S	SQUARE METER
SPEC.	SPECIFICATION
SPKLR.	SPRINKLER
SPKR.	SPEAKER
SQ.	SQUARE
S.S.E.	STRUCTURAL SLAB ELEVATION
SS	STAINLESS STEEL
S.SK.	SERVICE SINK
STA.	STATION
STD.	STANDARD
STL.	STEEL
STL.JST.	STEEL JOIST
STOR.	STORAGE
STRL.	STRUCTURAL
STRUC.	STRUCTURAL
SUBCAT.	SUBCATEGORY
SUSP.	SUSPENDED
SYM.	SYMMETRICAL
SYS.	SYSTEM
T. & G.	TONGUE AND GROOVE
T.	TREAD OR THERMOSTAT
T.C.	TOP OF CURB
T.CONC.	TOP OF CONCRETE
TEL.	TELEPHONE OR TELECOM
TEMP.	TEMPERED
TER.	TERRAZZO
THK.	THICKNESS
THRES.	THRESHOLD
THRU.	THROUGH
TK.BD.	TACKBOARD
T.O.	TOP OF
T.O.S.	TOP OF SLAB
T.P.	TOP OF PAVEMENT
T.P.H.	TOILET PAPER HOLDER
TV.	TELEVISION
T.W.	TOP OF WALL
TYP.	TYPICAL
UNFIN.	UNFINISHED
U.O.N.	UNLESS OTHERWISE NOTED
U/S	UNDERSIDE OF SLAB
UR.	URINAL
V.A.C.	VENTILATION AND AIR CONDITIONING
V.C.T.	VINYL COMPOSITION TILE
VERT.	VERTICAL
VEST.	VERTIBULE
V.I.F.	VERIFY IN FIELD
V.R.	VAPOR RETARDER
V.T.	VINYL TILE
V.W.C.	VINYL WALL COVERING
W/	WITH
W/O	WITHOUT
W.	WEST OR WIDTH
W.C.	WATER CLOSET
WD.	WOOD
WDW.	WINDOW
WP.	WATERPROOFING
W.R.	WATER RESISTANT
WS.	WEATHERSTRIPPING
WT.	WEIGHT
&	AND
∠	ANGLE
@	AT
℄	CENTERLINE
⊏	CHANNEL
ϕ	DIAMETER OR ROUND
⊥	PERPENDICULAR OR STRUC. TEE
#	NUMBER OR POUND
ϕ	SQUARE FOOT (FEET)

SYMBOLS





VICINITY MAP

SCALE: 1" = 600'-0"

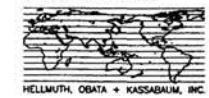
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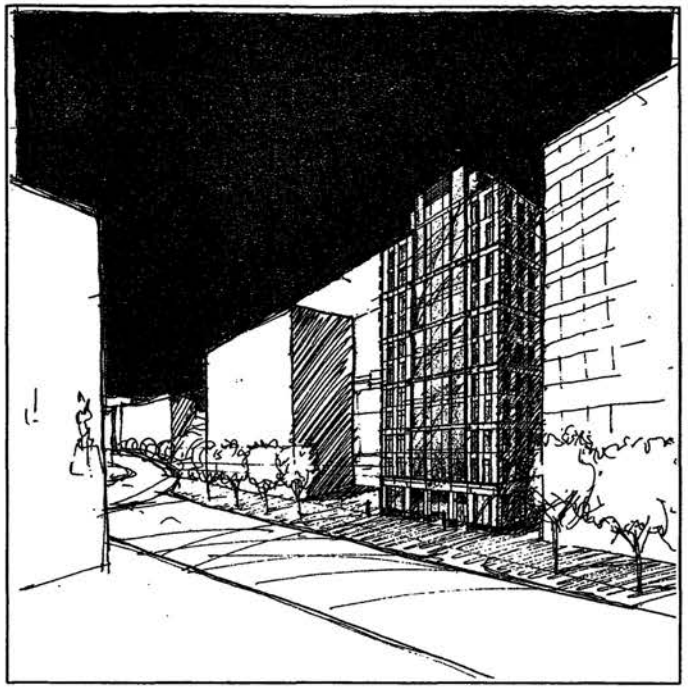
G-00.01

DRI PARTNERS, INC.

HELLMUTH, OBATA & KASSABAUM, P.C.
WASHINGTON, DC **ARCHITECTS**

TADJER-COHEN-EDELSON, ASSOCIATES, INC
SILVER SPRING, MD **STRUCTURAL**

GHT CHARTERED
ARLINGTON, VA **MECHANICAL/ELECTRICAL**



1121 FOURTEENTH STREET, NW

WASHINGTON, D.C.

AUGUST 19, 2002

F

NON-EXCLUSIVE EASEMENT FOR VEHICULAR INGRESS AND EGRESS AND CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS NON-EXCLUSIVE EASEMENT FOR VEHICULAR INGRESS AND EGRESS AND CONSTRUCTION AND MAINTENANCE AGREEMENT (the "Easement Agreement") is made as of the 7th day of ~~September~~ October, 1993, by and between BAPTIST SENIOR ADULT MINISTRIES OF THE METROPOLITAN WASHINGTON AREA, INC., a District of Columbia corporation, which owns and operates The Thomas House (sometimes referred to individually as "BSAM" and together with its successors and assigns, the "Grantor"), THOMAS P. BROWN, III, JAMES C. BROWN AND RAYMOND K. BROWN (sometimes referred to collectively as the "Browns" and together with their heirs, successors and assigns, the "Grantee"), and HI-THOMAS CIRCLE VENTURE, a District of Columbia general partnership (together with its successors and assigns, "HI-Thomas").

Recitals:

R-1. The Grantor is the fee simple owner of certain real property in the District of Columbia known as (i) Lot 91 in Square 247 pursuant to the plat of subdivision filed on May 9, 1987, among the records of the Surveyor for the District of Columbia in Book 166 at page 88, as such property is more particularly shown on Exhibit A-1 which is attached hereto and made a part hereof and (ii) that certain parcel of land consisting of a portion of former alley land closed pursuant to D.C. Law 9-256 (the "Thomas House Property").

R-2. The Grantee is the fee simple owner of certain real property in the District of Columbia known as (i) Lots 810, 811, 814 and 815 in Square 247, located at 1117, 1121 and 1123 14th Street, N.W., Washington, D.C., as such property is more particularly shown on Exhibit A-2 which is attached hereto and made a part hereof and (ii) that certain parcel of land consisting of a portion of former alley land closed pursuant to D.C. Law 9-256 (the "Brown Property").

R-3. HI-Thomas is the fee simple owner of certain real property in the District of Columbia known as (i) Lots 90, 816, 817, 818, 819 and 820 in Square 247, as such property is more particularly shown on Exhibit A-3 which is attached hereto and made a part hereof and (ii) that certain parcel of land consisting of a portion of former alley land closed pursuant to D.C. Law 9-256 (the "HI-Thomas Property"), and has caused the closing of the public alley in Square 247 which is the subject of D.C. Law 9-256 , and which is adjacent to the HI-Thomas Property, to the west of and abutting the Thomas House Property and to the east of and abutting the Brown Property (the "Alley").

R-4. The Grantor desires to provide to Grantee an easement over a portion of the Thomas House Property in order to allow for continued access to the rear of the Brown Property on the terms and subject to the conditions herein described.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein, the parties hereto do hereby agree as follows:

1. Grant of Easement. The Grantor hereby grants to the Grantee a non-exclusive easement for vehicular ingress and egress over the area depicted on the plat attached hereto as Exhibit B and described in the metes and bounds description attached as Exhibit B-1 (the "Easement Area"). Except as set forth immediately below, the easement granted herein shall be a perpetual easement. Notwithstanding the foregoing, the easement will automatically terminate in the event some or all of Lots 810, 811, 814 and 815 in Square 247 are sold, conveyed, or otherwise transferred to the owner of some or all of Lots 816, 817, 818, 819, 820 and 90 in Square 247.

2. Construction and Maintenance of Easement.

(a) In consideration of Grantee's consent to the closing of the Alley and Grantee's express waiver of its right to contest, oppose or challenge the Alley closing in any way at any time, including but not limited to its right to file an objection with the Mayor to initiate an in rem action in the Superior Court as provided for in D.C. Code §7-431 (1989 & Supp. 1992), HI-Thomas will improve the Easement Area in accordance with the terms hereof, and take such other actions as are required herein. Plans for the improvement of the Easement Area, which shall include a topographical survey, and drainage and grading plans (the "Easement Plans"), will be provided to the Grantee and Grantor by HI-Thomas as soon as reasonably practicable subsequent to execution hereof by all parties and trustees and will be subject to the approval of the Grantee and Grantor, which approval will not unreasonably be withheld.

(b) HI-Thomas, at its sole cost and expense, as soon as reasonably practicable after the Alley is closed, but in no event later than three (3) months after the Easement Plans have been approved by the Browns and Grantor, shall cause the easement to be constructed in accordance with the Easement Plans, and applicable laws and regulations. Construction will include but not be limited to creation of an opening in the barrier wall which will provide vehicular access across the Easement Area to the Brown Property, paving, grading (which, among other things, will not increase the grade of the driveway and ramp into the Grantor's underground garage), and proper ground water management. HI-Thomas also agrees to construct a drain and catch basin in the Easement Area at the top of the western ramp leading to the entrance to Grantor's underground parking garage, or elsewhere within the Easement Area as reasonably determined by Grantor and HI-Thomas. HI-Thomas agrees to allow BSAM to connect any of its other planned or existing drainage systems into the drain and catch basin installed by HI-Thomas. The improvements within the Easement Area will be maintained and repaired at the sole cost of HI-Thomas, which maintenance and repair shall include the control of current water run-off from the Brown

Property, provided however that Grantee shall be solely responsible for the control of any increased water run-off from the Brown Property resulting from any future grading to, or improvements on, the Brown Property. Notwithstanding the foregoing, Grantee shall repair any damage to the Easement Area, and any improvements therein or thereon, caused by Grantee, its employees, contractors or agents. The provisions of this Paragraph 2 shall be binding on HI-Thomas, its successors and assigns, as well as any future owner of Lots 90 and 816 through 820.

(c) Subsequent to the improvement of the Easement Area, Grantor shall have the right, at the sole cost and expense of HI-Thomas, to cause HI-Thomas to install fencing (or any other type of barrier reasonably acceptable to Grantor, HI-Thomas and Grantee) on the portion of the Alley that reverts to the Grantor and is located within the Easement Area. Should HI-Thomas fail to install such fencing within thirty (30) days after Grantee, HI-Thomas and Grantor agree as to the type of fencing or other barrier to be installed, Grantor may (but shall not be obligated to) install such fencing itself, and HI-Thomas shall reimburse Grantor for its reasonable out-of-pocket costs incurred in connection with the installation of such fencing. If requested by Grantee prior to the start of construction by HI-Thomas, such fencing or barrier shall contain a gate which shall be controlled by Grantee. The purpose of the barrier will be to prevent unauthorized parking in the Easement Area until such time that the Grantee begins construction on Lot 814 and/or Lot 815 or obtains a certificate of occupancy for the use of Lot 814 and/or Lot 815. The fencing or barrier (or any part thereof which in the reasonable judgment of Grantor and Grantee interferes with the purposes of the easement) must be removed by HI-Thomas, at the sole cost and expense of HI-Thomas, when Grantee obtains a building permit to construct a building on Lot 814 and/or Lot 815 or obtains a certificate of occupancy for the use of Lot 814 and/or Lot 815.

3. Use of Easement Area. Both Grantor and Grantee will use their reasonable best efforts to prohibit vehicles from parking or standing in the Easement Area and blocking access to enter the Brown Property or the Thomas House Property. Neither Grantor nor Grantee will permit the use or occupancy of the Easement Area for any purpose other than vehicular ingress and egress without the prior written consent of the other party; provided however that, during the construction of any building on the Brown Property, Grantee may use that portion of the Easement Area consisting of a five (5) foot wide strip of land which formerly constituted a portion of the Alley and which land reverts to Grantor as a result of the Alley closing described herein (the "Thomas House Reversion Parcel," as described in the plat attached as Exhibit C and in the metes and bounds description attached as Exhibit C-1) in connection with such construction project (but not for other incidental or minor construction activities and not for the purpose of locating a construction trailer within the Thomas House Reversion Parcel),

provided that such use shall in no event interfere with Grantor's use of the remainder of the Easement Area or the Thomas House Property. Grantor agrees that it will not construct any improvements above or over the Thomas House Reversion Parcel. Grantor reserves the right to build over, under or above the remainder of the Easement Area, provided that no such improvements shall be less than fourteen (14) feet above the paved surface at grade of the Easement Area. Grantee shall load and unload vehicles on the Brown Property, it being the intention of the parties that the use of the Easement Area be limited to vehicular ingress and egress. In the event of a violation of the provisions of this paragraph relating to blockage of access to the Thomas House Property or the Brown Property, the parties being damaged or inconvenienced may have the offending vehicle(s) towed or otherwise removed and the cost of such towing or removal shall be subject to immediate reimbursement by the offending party.

4. Construction of Bollards. In the event that Grantor, in its sole discretion, determines that bollards are necessary or advisable to implement the provisions of this Agreement, and no fencing is then in place adjacent to the area where the bollards are proposed to be located, Grantor shall provide written notice to HI-Thomas instructing HI-Thomas to construct one or more bollards within the Easement Area at the sole cost and expense of HI-Thomas. Such bollards shall be located within one (1) foot of the northerly line of that portion of the Easement Area which is located on Lot 91 (which line is depicted on the plat attached as Exhibit D hereto). Such bollards shall be of a type, number and construction as determined by HI-Thomas and Grantor in their reasonable discretion. The bollards shall be constructed as soon as reasonably practical after receipt by HI-Thomas of the above-referenced notice, but in no event later than three (3) months after the receipt of such notice.

5. Restrictions on the Use of Lots 810, 811, 814 and 815 and the Brown Reversion Parcel. Grantee agrees to the following restrictions on its use of Lots 810, 811, 814 and 815 and a certain five (5) foot strip of land which formerly constituted a portion of the Alley and which land reverts to Grantee as a result of the Alley closing described herein (the "Brown Reversion Parcel," as shown in the plat attached as Exhibit E and in the metes and bounds description attached hereto as Exhibit E-1), which restrictions shall (i) benefit Grantor only, and (ii) automatically terminate and be extinguished if the Thomas House Property is not used for residential purposes:

(a) Vehicles which are being used in conjunction with deliveries to or from, or the collecting and hauling of trash or other refuse to or from, or service, maintenance or repair activities within, any building constructed on Lots 810, 811, 814 and/or 815 shall not use the Easement Area before 7:00 a.m. or after 9:00 p.m.;

(b) Trash compactors shall be located within any building constructed on Lots 810, 811, 814 and/or 815, if any such building is constructed thereon, but in no event shall such compactors be constructed, used, installed or placed within the Easement Area;

(c) During any construction on Lots 810, 811, 814 and/or 815, the driving of piles (for the purpose of sheeting, shoring, excavation and other construction purposes) shall not occur or be permitted by Grantee before 6:00 a.m. or after sunset; and

(d) Grantee agrees that it will not construct any improvements above or over the Brown Reversion Parcel.

6. Indemnification. The Grantor hereby agrees to indemnify and hold the Grantee and HI-Thomas harmless from and against liability to any person or persons for or on account of any death or injury to persons or any damage to property in or about the Easement Area or any part thereof, which death, injury or damage is caused by or arises out of the use of the Easement Area by the Grantor, its respective tenants, invitees or contractors. The Grantee hereby agrees to indemnify and hold the Grantor and HI-Thomas harmless from and against liability to any person or persons for or on account of any death or injury to persons or any damage to property in or about the Easement Area or any part thereof, which death, injury or damage is caused by or arises out of the use of Easement Area by the Browns, their respective tenants, invitees or contractors. HI-Thomas hereby agrees to indemnify and hold Grantor and Grantee harmless from and against liability to any person or persons for or on account of any death or injury to persons or any damage to property (i) in or about the Easement Area or any part thereof, which death, injury or damage is caused by or arises out of the construction of improvements within the Easement Area by or on behalf of HI-Thomas but only to the extent that such death, injury or damage occurs during the time such construction is in progress, or (ii) occurring within the Easement Area or any part thereof which death, injury or damage is caused by or arises out of the negligence of HI-Thomas in performing its maintenance and repair obligations set forth in paragraph 2 of this Agreement. Notwithstanding the foregoing, such indemnification by HI-Thomas shall not apply with respect to any such death, injury or damage which is caused by or arises out of the negligence or willful misconduct of Grantor or Grantee, or their respective employees, officers, directors or agents. BSAM, the Browns and HI-Thomas shall each be relieved of their respective liability for indemnification under this paragraph 6, caused by or arising out of actions occurring after the conveyance of their respective interests, at such time as their respective interests are conveyed or assigned to an arm's length, third party purchaser or assignee, provided however, that (i) such release of liability shall not apply to the respective heirs, successors and assigns of such party and (ii) their respective heirs, successors and

assigns shall continue to be fully responsible for their respective obligations hereunder.

7. No Dedication. Nothing contained in this Easement Agreement shall in any way be construed as a dedication of the Easement Area for public use. All of the easements and agreements herein created are private and do not constitute grants for public use.

8. Severability. If any provision of this Easement Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof or any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

9. Modification and Termination. This Easement Agreement may not be modified, amended, terminated or discharged except by a written instrument on behalf of the owners of the Brown Property, the Thomas House Property and the HI-Thomas Property and any mortgagee(s) then secured thereby, duly recorded among the Land Records of the District of Columbia.

10. No Merger. This Easement Agreement shall not be terminated by merger of the estates of the Brown Property and the Thomas House Property.

11. Covenants to Run With the Land. This Easement Agreement together with the covenants and conditions contained herein shall be recorded among the Land Records of the District of Columbia at the expense of HI-Thomas and shall be deemed real covenants running with the land (i.e., the Thomas House Property, the Brown Property and, with respect to the matters referenced in Paragraph 17 below, the HI-Thomas Property) and shall be binding upon and inure to the benefit of the parties hereto, any mortgagees or beneficiaries under any mortgages or deeds of trust encumbering the Brown Property and the Thomas House Property (and, with respect to the matters referenced in Paragraph 17 below, the HI-Thomas Property) from time to time, and their respective heirs, legal representatives, successors, assigns, transferees and grantees. This Easement Agreement shall have priority over any subsequently recorded mortgages or deeds of trust encumbering the Brown Property and the Thomas House Property (and, with respect to the matters referenced in Paragraph 17 below, the HI-Thomas Property) and shall not be extinguished by the foreclosure of such mortgages or deeds of trust.

12. Governing Law. This Easement Agreement shall be construed, interpreted and enforced in accordance with the laws of the District of Columbia. The costs of enforcement, including reasonable attorneys' fees, shall be borne by the breaching party.

13. Exhibits. All Exhibits referenced herein as attached hereto shall be deemed incorporated herein by reference.

14. Enforcement. Each party hereto shall have the right to specifically enforce the obligations of the other parties to this Easement Agreement and/or to seek damages.

15. Miscellaneous. As used in this Easement Agreement, the singular shall include the plural, the plural shall include the singular, and words of any gender shall include the other genders as context may require. The headings are for convenience only and shall not be interpreted to impart any meaning to the text.

16. Counterparts. This documents may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

17. Execution by HI-Thomas. HI-Thomas hereby executes this Easement Agreement solely for the purpose of evidencing its obligation to (i) construct, maintain and repair the improvements within the Easement Area in accordance with paragraph 2, above; (ii) construct, maintain and repair the bollards in accordance with paragraph 4, above; (iii) effectuate the indemnity and hold harmless provisions applicable to it in accordance with paragraph 6, above, and (iv) effectuate the provisions relating to trustee(s)' consent in accordance with paragraph 18, below, and for the purpose of evidencing its consent to paragraphs 7 through 16 and for no other purpose; provided however that HI-Thomas shall be entitled to enforce all provisions hereof which are provided for its benefit or which otherwise affect its rights or obligations in the HI-Thomas Property, the Brown Property, the Thomas House Property and/or the Alley.

18. Trustee(s)' Consent. Each party hereto shall use its reasonable best efforts to obtain the consent hereto of the trustee(s) named in any deeds of trust or similar encumbrances applicable to its property, such consent to subject and subordinate the lien, effect and operation of such encumbrance to this Easement Agreement.

IN WITNESS WHEREOF, on the day and year first hereinabove written, the said Baptist Senior Adult Ministries of the Metropolitan Washington Area, Inc. has caused this Easement Agreement to be executed on its behalf by Jerold E. Williamson, its President, attested to by Wes Bishop, and its corporate seal to be affixed and does hereby appoint Jerold E. Williamson its true and lawful attorney-in-fact and in its name to appear before any officer authorized by law to take and certify acknowledgements, and then and thereto acknowledge and deliver these presents as its act and deed.

BAPTIST SENIOR ADULT MINISTRIES OF THE METROPOLITAN WASHINGTON AREA, INC.

ATTEST:

Wes Bishop
(Corporate Seal)

By: Jerold E. Williamson
PRESIDENT

WASHINGTON)
DISTRICT OF COLUMBIA) ss:

I, Shirley Skirvin, a Notary Public in and for the District of Columbia, do hereby certify that JEROLD E WILLIAMSON who is named as attorney-in-fact for Baptist Senior Adult Ministries of the Metropolitan Washington Area, Inc., a party to the foregoing Easement Agreement bearing date as of the 7th day of OCTOBER, 1993, personally appeared before me and is personally well known to me as the person named as attorney-in-fact in said Easement Agreement for Baptist Senior Adult Ministries of the Metropolitan Washington Area, Inc., and acknowledged the said Easement Agreement to be the act and deed of Baptist Senior Adult Ministries of the Metropolitan Washington Area, Inc., and that he delivered the same as such.

GIVEN under my hand and seal this 1st day of DECEMBER, 1993.

Shirley Skirvin
Notary Public

(Notarial Seal)

My commission expires:
Shirley Skirvin
Notary Public, District of Columbia
My Commission Expires Dec. 14, 1993

IN WITNESS WHEREOF, Thomas P. Brown, III has executed this Easement Agreement as of the day and year above written:

Witness:

Anne C. Murphy

Thomas P. Brown, III

WASHINGTON)
DISTRICT OF COLUMBIA) ss:

I, Anne C. Murphy, a Notary Public in and for the District of Columbia, do hereby certify that Thomas P. Brown, III, who is named as a party to the foregoing and attached Easement Agreement bearing date as of the 7th day of October, 1993, personally appeared before me and the said Thomas P. Brown, III, being personally well known to me as the person named in said Easement Agreement and acknowledged the said Easement Agreement to be his act and deed and delivered the same as such.

GIVEN under my hand and seal this 7th day of October, 1993.

Anne C. Murphy
Notary Public

(Notarial Seal)

My commission expires:

ANNE C. MURPHY
NOTARY PUBLIC DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES APRIL 30, 1995

IN WITNESS WHEREOF, James C. Brown has executed this Easement Agreement as of the day and year above written:

Witness:

James C. Brown

WASHINGTON)
DISTRICT OF COLUMBIA) ss:

I, JOAN A. YOUNG, a Notary Public in and for the District of Columbia, do hereby certify that James C. Brown, who is named as a party to the foregoing and attached Easement Agreement bearing date as of the 7th day of October, 1993, personally appeared before me and the said James C. Brown, being personally well known to me as the person named in said Easement Agreement and acknowledged the said Easement Agreement to be his act and deed and delivered the same as such.

GIVEN under my hand and seal this 8th day of October, 1993.

Notary Public

(Notarial Seal)

My commission expires:

My commission will expire on
March 14, 1994

IN WITNESS WHEREOF, Raymond K. Brown, has executed this Easement Agreement as of the day and year above written:

Witness:

Raymond K. Brown

WASHINGTON)
DISTRICT OF COLUMBIA) ss:

I, JOAN A. YOUNG, a Notary Public in and for the District of Columbia, do hereby certify that Raymond K. Brown, who is named as a party to the foregoing and attached Easement Agreement bearing date as of the 9TH day of OCTOBER, 1993, personally appeared before me and the said Raymond K. Brown, being personally well known to me as the person named in said Easement Agreement and acknowledged the said Easement Agreement to be his act and deed and delivered the same as such.

GIVEN under my hand and seal this 8th day of October, 1993.

Notary Public

(Notarial Seal)

My commission expires:

My commission will expire on
March 14, 1994

IN WITNESS WHEREOF, on the day and year first hereinabove written, HI-Thomas Circle Venture has caused this Easement Agreement to be executed by Peter E. Potrykus, a Investment Officer of John Hancock Mutual Life Insurance Company, its general partner, and attested to by Olga I. Fontes, Administrative Asst. of John Hancock Mutual Life Insurance Company, and the corporate seal of John Hancock Mutual Life Insurance Company to be affixed hereto, does hereby appoint Peter E. Potrykus its true and lawful attorney-in-fact and in its name to appear before any officer authorized by law to take and certify acknowledgements, and then and thereto acknowledge and deliver these presents as its act and deed.

HI-THOMAS CIRCLE VENTURE

By: John Hancock Mutual Life Insurance Company, General Partner

ATTEST:

Olga I. Fontes
(Corporate Seal)

By: John E. Potrykus

COUNTY OF SUFFOLK)
COMMONWEALTH OF MASSACHUSETTS) ss:

I, Joan K Falvey, a Notary Public in and for the Commonwealth of ~~District of Columbia~~, do hereby certify that Peter E Potrykus who is named as attorney-in-fact for HI-Thomas Circle Venture, a party to the foregoing Easement Agreement bearing date as of the 1th day of October, 1993, personally appeared before me and is personally well known to me as the person named as attorney-in-fact in said Easement Agreement for HI-Thomas Circle Venture, and acknowledged the said Easement Agreement to be the act and deed of HI-Thomas Circle Venture, and that he delivered the same as such.

GIVEN under my hand and seal this 30th day of December, 1993.

Joan K Falvey
Notary Public

(Notarial Seal)

My commission expires: June 28, 1996

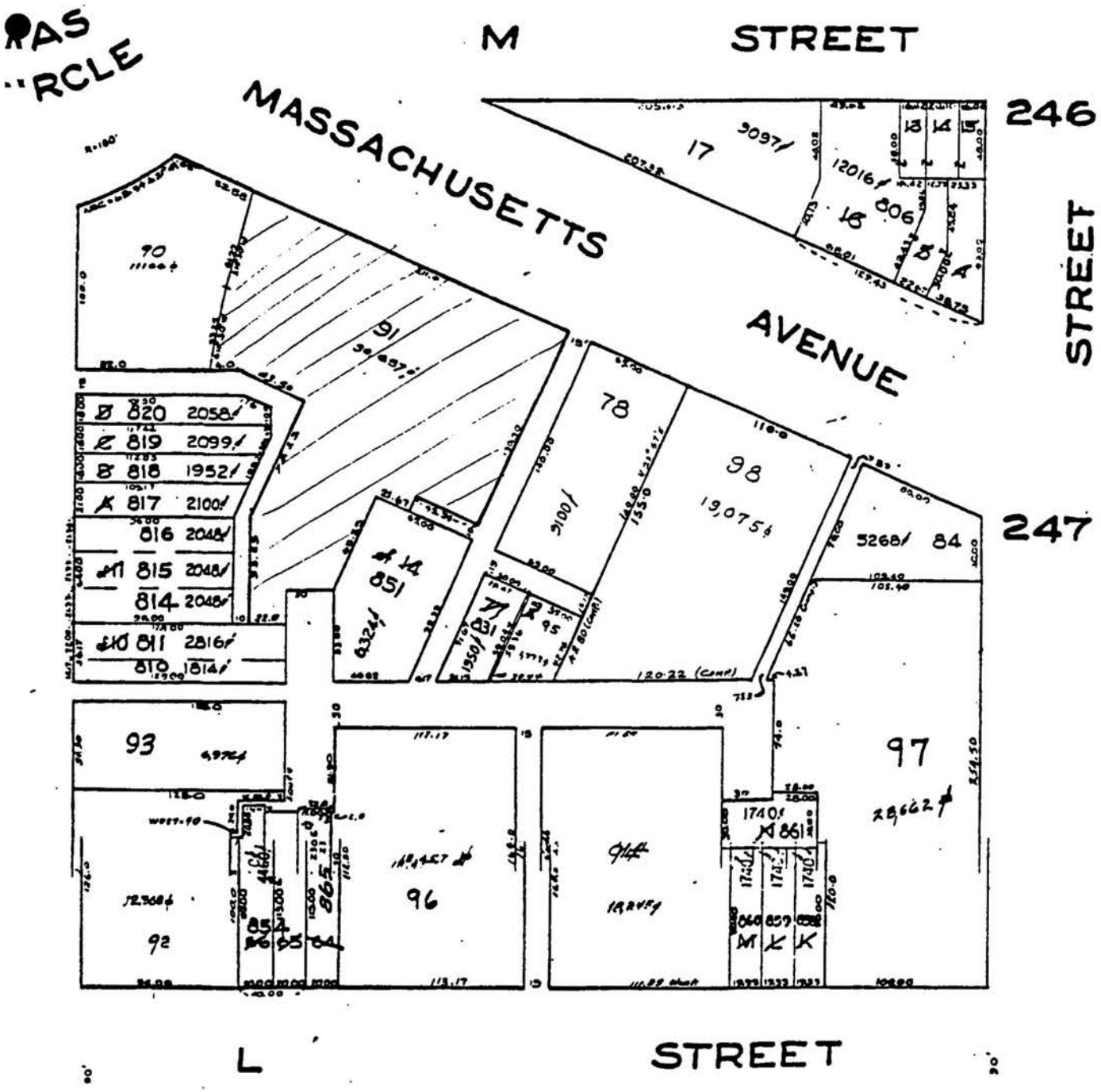
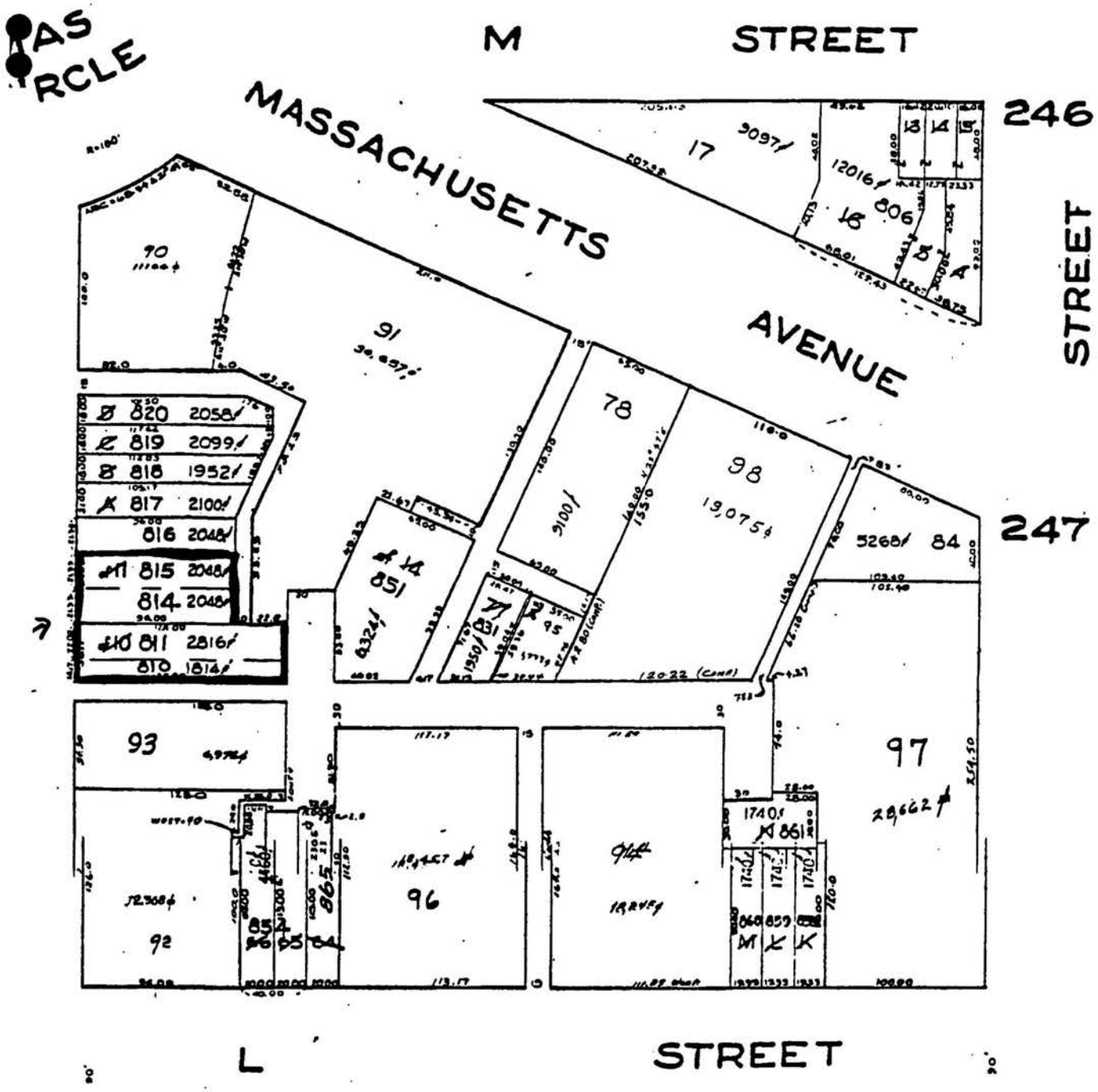

M STREET
MASSACHUSETTS AVENUE
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STREET
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98
19,075
3100
851
14
95
3268
84
97
28,662
93
92
96
861
120.22 (Comp)

EXHIBIT A-1


AS
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MASSACHUSETTS AVENUE
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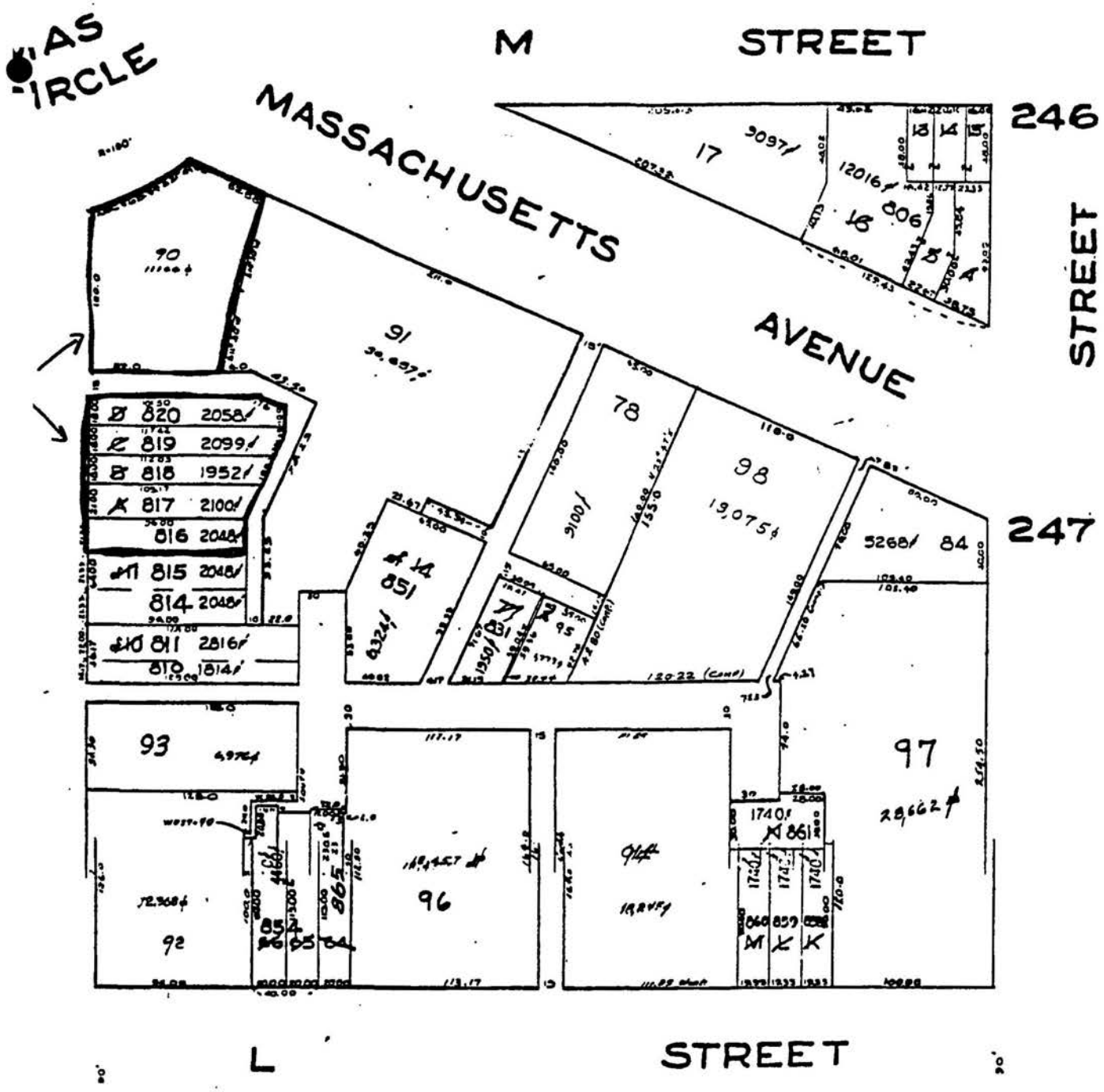
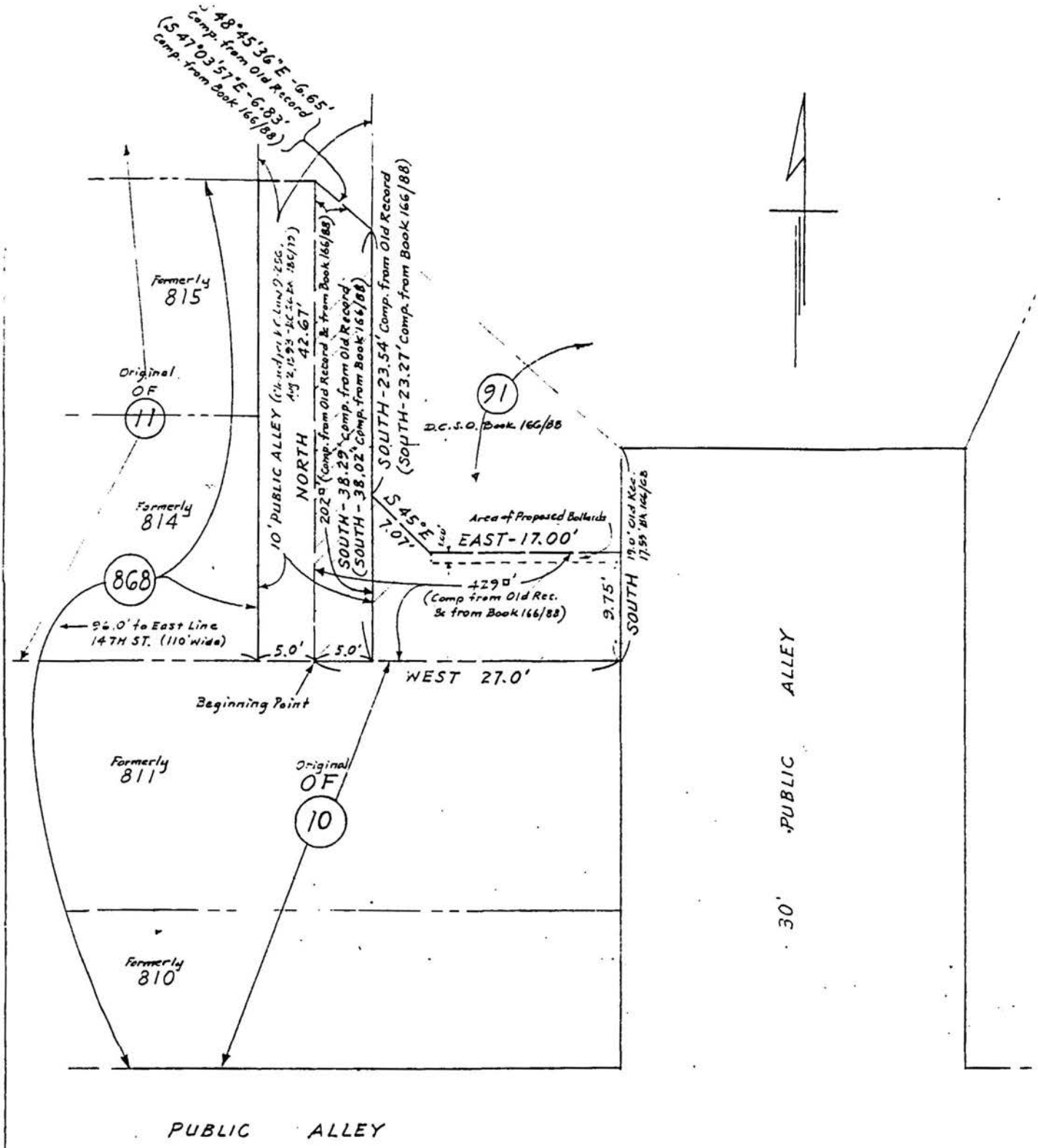

AS
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820 2058±
819 2099±
818 1952±
817 2100±
816 2048±
815 2048±
814 2048±
811 2816±
810 1814±
851
432±
1740±
861
5268±
84

EXHIBIT A-3



Note : Hatching designates easement area.

PLAT OF EASEMENT
PART OF LOT 91, SQUARE 247 &
PART OF PUBLIC ALLEY CLOSE
1100 BLOCK OF 14TH STREET, N.W., WASHINGT
WILKES, ARTIS, HEDRICK & LAN
SCALE: 1/8"=1'-0" JULY 21, 19
BERNARD F. LOCRAFT
CIVIL ENGINEERS

EXHIBIT B

BERNARD F. LOCRAFT
CIVIL ENGINEERS
1249 CONGRESS COURT, N.W.
WASHINGTON, D.C. 20007

MENG TE CHANG
GERALD S. MCKENNA

TELEPHONE
(202) 337-4040

September 1, 1993

Deed Description
Easement Area, Square 247 (2nd Revision)

Part of Public Alley Closed pursuant to D.C. Law 9-256, per plat recorded in Book 186, page 79, and part of Lot 91, per plat recorded in Book 166, page 88; both in Square 247 and both as found among the records of the Office of the Surveyor for the District of Columbia, more particularly described, in one piece, as follows:

Beginning at the south end of the centerline of said public alley closed, on the north line of Original Lot 10, Square 247, and running thence North, 42.67 feet; thence through said public alley closed, S 48° 45' 36" E, 6.65 feet, computed from old record (S 47° 03' 57" E, 6.83 feet, computed from Book 166, page 88, aforesaid), to an east line of said public alley closed; thence with said east line, South, 23.54 feet, computed from old record (South, 23.27 feet, computed from Book 166, page 88, aforesaid); thence leaving said east line of public alley closed and running through said Lot 91, Square 247, the two following courses and distances:
1. S 45° 0' 0" E, 7.07 feet
2. East, 17.0 feet, to an east line of said Lot 91, Square 247 and the west line of a 30 foot wide public alley; thence with said east line of Lot 91, Square 247, South, 9.75 feet, to the southmost line of Lot 91 and the north line of Original Lot 10, aforesaid; thence with said southmost line of Lot 91, Square 247, and the north line of said Lot 10, Square 247, West, 27.0 feet, to the place of beginning, containing 429 square feet, computed from old record (429 square feet, computed from Book 166, page 88, aforesaid).

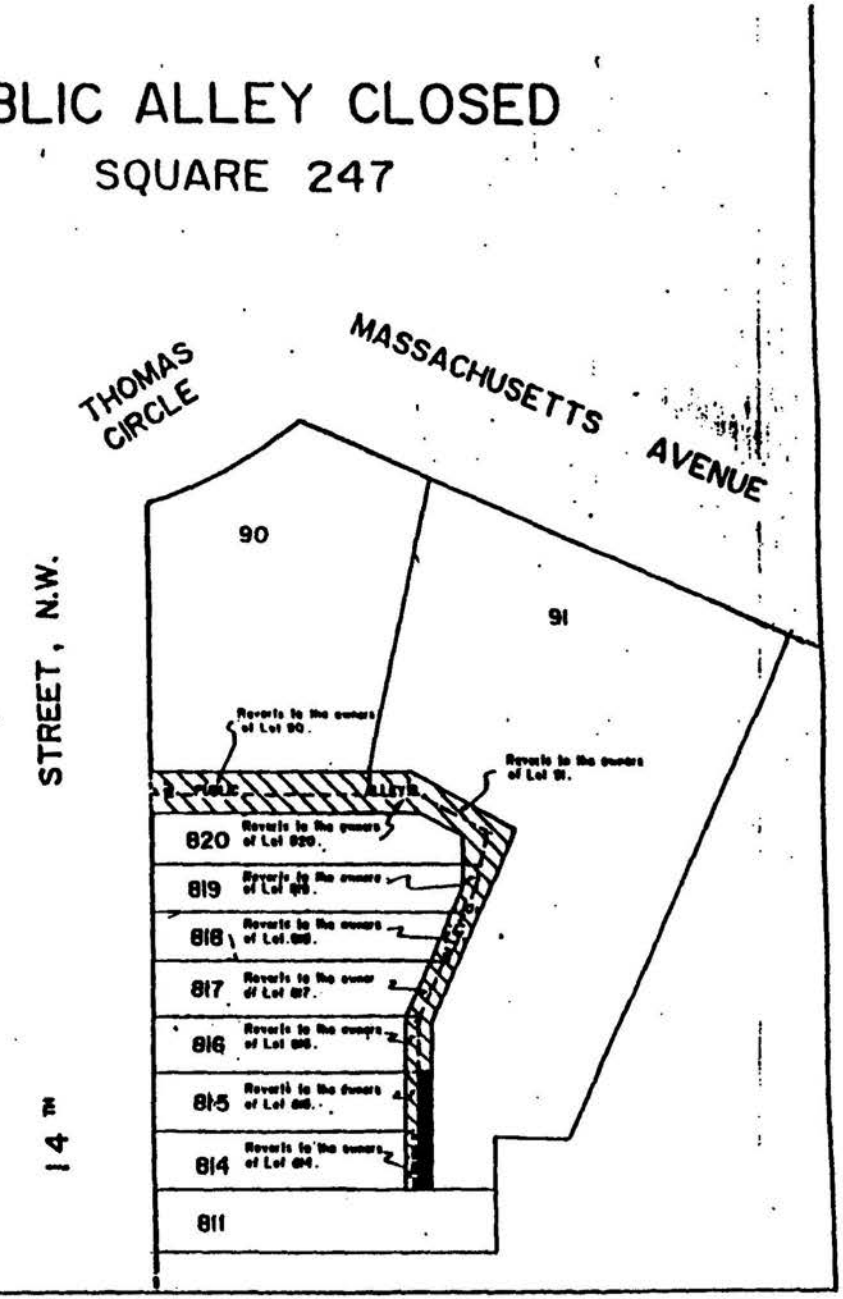
PUBLIC ALLEY CLOSED
SQUARE 247

Pursuant to D.C. Law 9-236, effective MARCH 22, 1993
the alley shown thus: ////// is closed, and title reverts as shown upon recordation of this plat.

OFFICE OF THE SURVEYOR, D.C.
Filed August 2, 1993

I certify that this plat is correct and is recorded.

Lewis E. Hartz, Jr.
Surveyor



SURVEYOR'S OFFICE, D.C.	
Made for: WILKES, ARTIS, HEDRICK & LANE	
Shown by: W.E.W.	W.O. 9991
Recorded on: AUGUST 4, 1993	
Recorded in Book 188 page 29	
Date: 1 inch = 30 feet	File No. 90-236

EXHIBIT C

BERNARD F. LOCRAFT
CIVIL ENGINEERS
1249 CONGRESS COURT. N.W.
WASHINGTON. D.C. 20007

MENG TE CHANG
GERALD S. MCKENNA

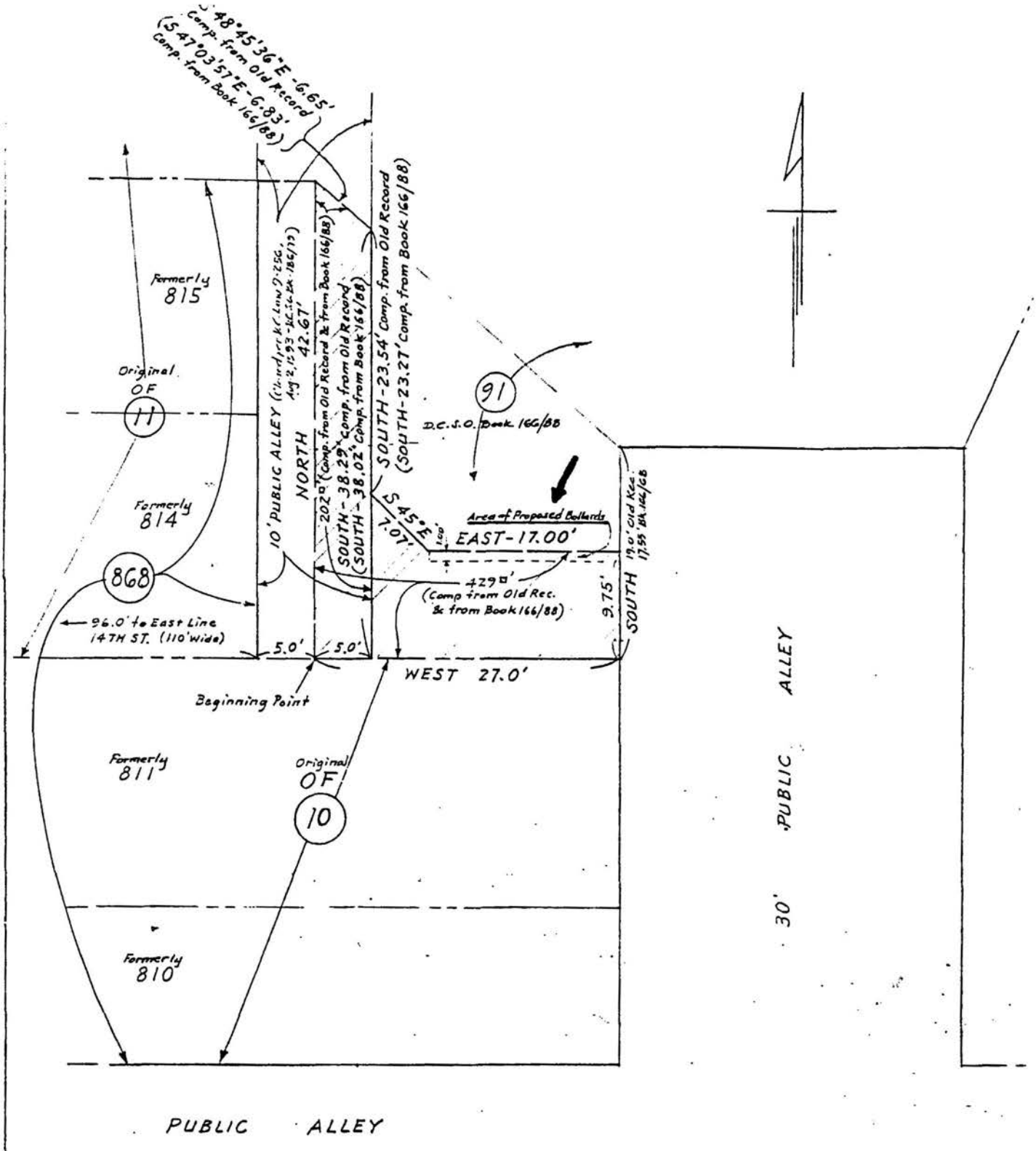
TELEPHONE
(202) 337-4040

September 1, 1993

Part of Easement Area, Square 247
(That part of Easement Area to benefit the owners of Lot 868 [formerly Lots 810, 811, 814 & 815] and part of Public Alley Closed, Square 247, which falls within that part of Public Alley Closed which has reverted to the owners of Lot 91, Square 247)

Part of Public Alley Closed, Square 247 pursuant to D.C. Law 9-256, per plat recorded in Book 186, page 79, among the records of the Office of the Surveyor for the District of Columbia, more particularly described, in one piece, as follows:

Beginning at the south end of the centerline of said Public Alley Closed, on the north line Original Lot 10, Square 247, and running thence North, 42.67 feet; thence through said Public Alley Closed, S 48° 45' 36" E, 6.65 feet, computed from old record (S 47° 03' 57" E, 6.83 feet, computed from Book 166, page 88, among said Surveyor's Office records), to an east line of said Public Alley Closed; thence South, 38.29 feet, computed from old record (South, 38.02 feet, computed from Book 166, page 88, aforesaid), to the south line of Public Alley Closed and the north line of of Original Lot 10, Square 247, aforesaid; thence with said south line of Public Alley Closed, West, 5.0 feet, to the place of beginning, containing 202 square feet, computed from old record (202 square feet, computed from Book 166, page 88, aforesaid).



Note: Hatching designates easement area.

PLAT OF EASEMENT
PART OF LOT 91, SQUARE 247 &
PART OF PUBLIC ALLEY CLOSED
1100 BLOCK OF 14TH STREET, N.W., WASHINGTON,
WILKES, ARTIS, HEDRICK & LANE
SCALE: 1/8" = 1'-0" JULY 21, 1993
BERNARD F. LOCRAFT
CIVIL ENGINEERS

EXHIBIT D

PUBLIC ALLEY CLOSED

SQUARE 247

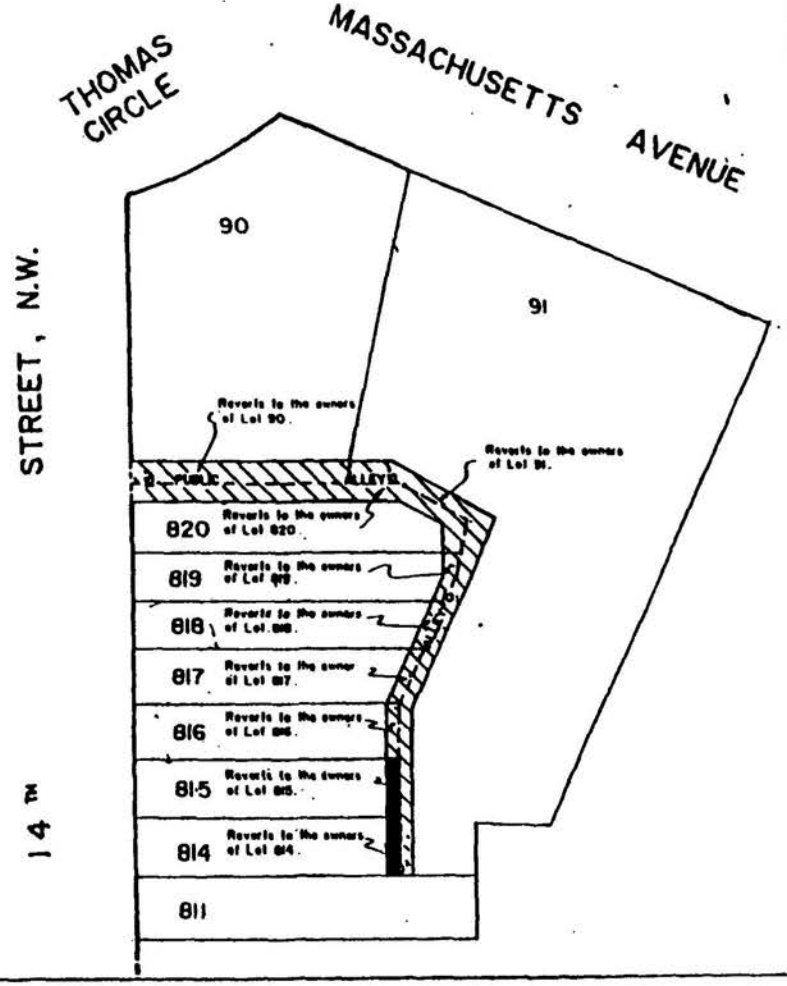
Pursuant to D.C. Law 9-256, effective MARCH 25, 1993 the alley shown thus. ▨ is closed, and title reverts as shown upon recordation of this plat.

OFFICE OF THE SURVEYOR, D.C.

Mon August 2, 1993

I certify that this plat is correct and is recorded.

Lewis E. Gantt, Jr.
Surveyor



SURVEYOR'S OFFICE, D.C.	
Made for: WILKES, ARTIS, HEDRICK & LANE	
Drawn by: W.E.W.	SO 6253
Recorded on: AUGUST 4, 1993	
Recorded in Book 186, page 29	
Scale 1 inch = 30 feet	File No. 91-238

EXHIBIT E

BERNARD F. LOCRAFT
CIVIL ENGINEERS
1249 CONGRESS COURT. N.W.
WASHINGTON. D.C. 20007

MENG TE CHANG
GERALD S. MCKENNA

TELEPHONE
(202) 337-4040

September 1, 1993

Deed Description
Part of Public Alley Closed, Square 247

Part of Public Alley Closed, Square 247 pursuant to D.C. Law 9-256, per plat recorded in Book 186, page 79, among the records of the Office of the Surveyor for District of Columbia, that has reverted to the owners of Lots 814 and 815 (now part of Lot 868), Square 247, more particularly described, in one piece, as follows:

Beginning at the south end of the centerline of said Public Alley Closed, on the north line of Original Lot 10, Square 247, and leaving said beginning and running along said south line of Public Alley Closed, West, 5.0 feet, to a west line thereof; thence with said west line of Public Alley Closed, North, 42.67 feet; thence leaving said west line and running through said Public Alley Closed, East, 5.0 feet, to the centerline thereof; thence with said centerline, South, 42.67 feet, to the place of beginning, containing 213 square feet.



OUTLINE OF TESTIMONY
REPRESENTATIVE OF APPLICANT

I. INTRODUCTION

II. OWNERSHIP BACKGROUND

III. DESCRIPTION OF SITE

IV. DESCRIPTION OF PROPOSED CONSTRUCTION

V. VARIANCE RELIEF IS NEEDED

VI. DISCUSSIONS WITH COMMUNITY

VII. CONCLUSION

H

OUTLINE OF TESTIMONY,
REPRESENTATIVE,
HELLMUTH, OBATA + KASSABAUM, ARCHITECTS

I. INTRODUCTION AND PROFESSIONAL QUALIFICATIONS

II. SITE AND LOCATION DESCRIPTION

- **A. Overview of Site, Vicinity, and Land Use/Zoning**
- **B. Site Planning – site size, location and configuration, and other exceptional situations and conditions**

III. PROJECT DESIGN

- **A. Design Considerations**
- **B. Review of Massing of New Construction**
- **C. Review of Floor Plans**
- **D. Consideration of Any Impact on Adjacent Properties**

IV. VARIANCE RELIEF IS NEEDED FROM COURT REQUIREMENTS

V. CONCLUSION

1

OUTLINE OF TESTIMONY
STEVEN E. SHER
DIRECTOR OF LAND USE SERVICES
HOLLAND & KNIGHT LLP

I. SITE LOCATION AND DESCRIPTION

II. DESCRIPTION OF SURROUNDING AREA

III. EXISTING ZONING: C-4

- **A. USES**
- **B. HEIGHT**
- **C. DENSITY**
- **D. LOT OCCUPANCY**
- **E. PARKING**
- **F. SIDE AND REAR YARD**
- **G. COURT**

IV. ZONING HISTORY OF SUBJECT PROPERTY AND ADJACENT PROPERTIES

V. PROPOSED PROJECT

VI. RELIEF REQUIRED

- **A. VARIANCE FROM §776, *COURT (CLOSED) DIMENSIONS***

VII. COMPLIANCE WITH STANDARDS FOR VARIANCE RELIEF

VIII. CONCLUSION