Document #6

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.
ATTORNEYS AT LAW

ATLANTA
BOSTON
CHICAGO
LOS ANGELES
MINNEAPOLIS
ORANGE COUNTY
SAINT PAUL
SAN FRANCISCO
WASHINGTON, D. C.

SUITE 1200
1801 K STREET, N.W.
WASHINGTON, D. C. 20006-1301
TELEPHONE (202) 775-0725
FACSIMILE (202) 223-8604
TELEX 4931197 RKMC

RICHARD B. NETTLER
(202) 736-2720

RECEIVED
D.C. OFFICE OF ZONING
2003 MAR -7 PM 4:17

September 22, 1998

Mr. Stanley Schwartz
901 E Street, NW
Suite 500
Washington, DC 20004-2011

Re: American Association of Homes & Services for the Aging
Our File No.: 091961.0000

Dear Mr. Schwartz:

Enclosed please find a copy of the recorded Agreement between Brodsky Real Estate Partners, LLC and the Woodley Park Community Association. It was recorded on September 14, 1998 as Instrument # 72026.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

Richard B. Nettler

Richard B. Nettler

Enclosure
cc: Joel Brodsky (w/encl.)
Alan Blevins (w/encl.)

BZA
Case No. 17011
Exhibit No. 12

Board of Zoning Adjustment
District of Columbia
CASE NO. 17011
EXHIBIT NO. 12

AGREEMENT

This AGREEMENT, made as of this 13th day of Arpil, 1998 by and between BRODSKY REAL ESTATE PARTNERS, LLC (hereinafter referred to as "BRODSKY") and the WOODLEY PARK COMMUNITY ASSOCIATION (hereinafter referred to as "WPCA").

RECITALS:

WHEREAS, BRODSKY is the contract purchaser of real property and the improvements thereon in the District of Columbia known as Lots 12, 114, 115, 813 and 816 in Square 2202, premise address 2519 Connecticut Avenue, N.W.; (hereinafter referred to as the "Subject Property"), (as more fully described in Exhibit A hereto); and

WHEREAS, BRODSKY intends to develop the Subject Property for the use and occupancy of the American Association of Homes and Services for the Aging (hereinafter referred to "AAHSA"); and

WHEREAS, there is currently located on the Subject Property a former residential structure protected under the District of Columbia's historic preservation laws ("the Mansion"); and

WHEREAS, the District of Columbia Comprehensive Plan designates the area of Woodley Park within which the Subject Property is located as a local commercial neighborhood district; and

WHEREAS, the Subject Property is located within the Woodley Park Neighborhood Commercial Overlay District established under the District of Columbia Zoning Regulation, 11 District of Columbia Municipal Regulations (DCMR) 1307; and

WHEREAS, the Woodley Park Neighborhood Commercial Overlay/C-2-A District limits the amount of floor area ratio which may be occupied by non-residential uses to no more than 1.0 of the 2.5 allowed; and

WHEREAS, BRODSKY is desirous of constructing a mixed-use commercial building on the site for use as AAHSA's offices and for a variety of retail use(s), as provided in the applicable Zoning Regulations; and

WHEREAS, BRODSKY has represented that the improvements to the Subject Property will comply with the height limitations of the Woodley Park Neighborhood Commercial Overlay/C-2-A District and will include retail uses on the ground floor of the proposed structure; and

WHEREAS, BRODSKY has represented that it is not economically feasible for it to make improvements to the Subject Property for the predominant purpose of residential use; and

WHEREAS, BRODSKY has made certain representations to WPCA and ANC3C regarding design and operation of the Subject Property, including, but not limited to the number of AAHSA employees that will occupy the Subject Property (the "office segment"), parking, building height, utilization of the historic Mansion, and overall architectural compatibility with the Woodley Park Historic District; and

WHEREAS, BRODSKY desires to address and has addressed the various concerns raised by WPCA and to this end has held a series of meetings and discussions with WPCA over the past seven months; and

WHEREAS, BRODSKY desires to obtain the support of WPCA as necessary to fully implement fully its development proposal as permitted under this Agreement; and more particularly, in the upcoming hearing on BRODSKY'S Application for Area Variance before the Board of Zoning Adjustment (BZA) and any other District of Columbia agency, board, or regulatory body whose permission or approval is needed for said development; and

WHEREAS, the neighbors surrounding the Subject Property are concerned with the use of the Subject Property; and

WHEREAS, BRODSKY and WPCA recognize the importance and necessity of working together closely to ensure, on a continuing basis, the compatibility of said development with the qualities of the adjoining neighborhood.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Subject Property shall be held, transferred, sold, conveyed, and/or occupied subject to the provisions and restrictions identified hereafter.

2. Except for the aforementioned Application for Area Variance, of which WPCA is aware, BRODSKY will not seek changes to the District of Columbia Comprehensive Plan, the Ward 3 Plan, the District of Columbia Zoning Regulations, or seek further relief from the BZA or any governmental body with authority over land use in the District of Columbia with regard to the Subject Property without first notifying the WPCA in writing.

3. The improvements to the Subject Property will conform to the following requirements:

Height: Except for the existing historic Mansion, which does not exceed forty-five (45) feet, the subject improvements will not exceed a height limitation of forty (40) feet, as height is measured under the Zoning Regulations;
Roof Structures: Improvements to the Subject Property will not contain mechanical penthouses or any other roof structures, if feasible;
On-site Parking: The Subject Property is required to have forty-five (45) parking spaces but will contain at least eighty (80) or more on-site, below-grade parking spaces. Parking spaces greater than the

number required by the Zoning Regulations may be made up with stacking and/or the use of vault space, if permitted by the appropriate District of Columbia agency.

Docking and Loading: All docking and loading facilities for the Subject Property, including office and retail uses, will be on-site. Docking and loading facilities will be designed to ensure that delivery vehicles do not stop or stand on Calvert Street.

External Materials: Materials as seen from surrounding streets will be consistent with policies governing the Woodley Park Historic District;

Setback: Improvements to the Subject Property will be set back from Connecticut Avenue and Calvert Street the same distance as the front of the existing mansion is set back from Connecticut Avenue;

Landscaping: BRODSKY will maximize efforts to assure green space and trees on the Subject Property, as per Exhibit A;

Signage: Signage on the Subject Property will be consistent with policies governing the Woodley Park Historic District.

4. BRODSKY, prior to receiving all necessary permits and approvals to begin construction of improvements on the Subject Property, shall, as soon as practicable, and no later than three (3) weeks before hearing dates of the Commission of Fine Arts and the Historic PreservationReview Board provide copies of the detailed drawings and pictorial representations of the planned improvements to the Subject Property that are being submitted to such Commission or Board. BRODSKY shall also provide copies of design plans for the improvements to the Subject Property at forty percent (40%) and ninety percent (90%) completion and such copies shall be provided to WPCA as soon as practicable and no later than three (3) weeks prior to any scheduled review of the design plans by the Commission or the Board.

5. This Agreement shall be recorded with the Recorder of Deeds and shall run with the land and be binding on the parties hereto and their successors or assigns. Evidence of the recordation of this document shall be furnished to WPCA not later than thirty (30) days after the date of closing on the purchase of the Subject Property.

6. BRODSKY agrees that, for purposes of this Agreement, the term employee includes full time officers and staff within the office segment of the improvements to the Subject Property.

7. The initial number of employees occupying the office segment shall be not more than one hundred ten (110) employees. The number of employees occupying the office space may be increased, subject to WPCA approval.

8. BRODSKY shall use reasonable efforts to reduce the number of employees driving to work at the Subject Property.

9. During daily office hours, BRODSKY will make on-site parking spaces available to the general public at market rates at the Subject Property, subject to the needs of users of the Subject

Property with the intent that such users of the Subject Property will have as much parking available as possible so as not to park on surrounding neighborhood streets. Of the number of parking spaces provided, up to fifteen (15) may be reserved for employees of AAHSA. This number may be increased if it is demonstrated to WPCA and ANC 3C that the total number of spaces being provided are not being fully utilized during the day.

10. During daily office hours, BRODSKY will make its on-site parking spaces for both short-term and daily parking available as follows: (a) at a rate below Woodley Park hotels at the Subject Property to customers, clients and employees of retail users of the Subject Property, and to customers, clients and employees of neighborhood businesses; and (b) to the general public at market rates. BRODSKY will work with neighborhood businesses to establish customer parking policies and procedures, including validation policies if requested.

11. In the evening and on weekends, BRODSKY will make its on-site parking available to the general public at a rate below Woodley Park hotels, and will work with neighborhood businesses to establish customer parking policies and procedures, including validation policies if requested.

12. BRODSKY will make its on-site parking available to the general public on weekdays until midnight, but no later than 1:00 a.m., and on weekends until midnight, but no later than 2:00 a.m.

13. As long as required by the Woodley Park Overlay District portion of the Zoning Regulations, BRODSKY will lease at least fifty percent (50%) of the rentable ground floor space to retail users provided that BRODSKY will not lease or sell space in the Subject Property to restaurant users without WPCA's approval, which approval shall not be unreasonably withheld and which shall take into consideration measures to mitigate any adverse parking and traffic impacts from such restaurant use.

14. Upon reasonable notice and at a mutually convenient time, BRODSKY will provide WPCA with access to the Subject Property and improvements made thereto and related records for purposes of verifying compliance with this Agreement.

15. BRODSKY will appoint a community liaison to serve as the designated contact with WPCA.

16. BRODSKY will report to WPCA and ANC 3C on at least a quarterly basis, commencing in June, 1998, and continuing until the proposed improvements are fully completed, on the following: (i) the status of the permitting process for the proposed development and (ii) status of efforts to obtain lessee(s) for the retail portion of the Subject Property.

17. WPCA agrees to support fully the relief being sought from the Board of Zoning Adjustment ("BZA") by BRODSKY, including providing letters of support. WPCA also agrees to using its best efforts to obtain support of BRODSKY at the hearing before the BZA by Advisory Neighborhood Commission 3C ("ANC 3C") and to have a member of ANC 3C indicate to the BZA that ANC 3C will likely withdraw its opposition in light of this Agreement. The parties hereto agree, in return for the support of WPCA, to request that the BZA and/or any other District of Columbia agency incorporate the terms of this Agreement as a condition of any Final Order affecting any and all administrative proceedings, application or actions referred to herein. The provision the parties will request be included as a condition to any order shall be substantially similar to the following:

> The terms and conditions of a certain agreement between BRODSKY, WPCA, dated April 13, 1998 are incorporated in this order as though fully set forth herein and shall be enforceable in the same manner as any other condition contained in an order of this Board.

As so incorporated, the terms of the Agreement will be enforceable through the zoning code enforcement procedures of the District of Columbia. Independently of such incorporation, the Agreement shall also continue in full force and effect as an agreement among the parties, and shall be enforceable through arbitration proceedings commenced by any party to the Agreement. Any arbitration determination will be enforceable in a court of competent jurisdiction.

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

19. This Agreement, which is freely assignable by BRODSKY, constitutes the entire agreement between the parties with respect to the subject matter described herein. The sole beneficiaries under this Agreement are WPCA and BRODSKY, and their successors and assigns. The provisions of this Agreement shall be void if the improvements constructed by BRODSKY are completely demolished.

20. All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

21. No amendment of this Agreement or any waiver of the provisions hereof shall be valid unless same is in writing and signed by the parties hereto. Waiver from time to time of any provision or of any default hereunder will not be deemed to be a full waiver of such provision or waiver of any other provision hereunder or a waiver of any earlier or later default.

22. All notices and communications hereunder shall be in writing and deemed duly given if personally delivered or mailed by certified mail, return receipt requested, postage prepaid

If to WPCA: Alan Blevins
President
WPCA
2929 Cathedral Avenue, N.W.
Washington, D.C. 20008

If to BRODSKY: Joel Brodsky
Brodsky Real Estate Partners, LLC
1590 Derwood Road
Rockville, Maryland 20855

The parties hereto shall be responsible for notifying each other of any change of address.

23. Any dates specified in this Agreement that are a Saturday, Sunday or legal holiday shall be extended to the first regular business day after such date that is not a Saturday, Sunday or legal holiday. Any reference herein to the singular shall include the plural and reference to the male, female or neuter gender shall include reference to all other genders.

24. The date on which this Agreement is accepted by the last party to sign this Agreement shall be inserted as the effective date of this Agreement under the opening paragraph.

25. WPCA, its agents, officers and its Board of Directors agree to refrain from taking any action that would serve to undermine BRODSKY's ability to obtain any governmental approvals needed for development of the Subject Property which are necessary to effectuate the terms of this Agreement. It is understood that nothing in this Agreement precludes WPCA from commenting on the project before the Commission on Fine Arts and the District of Columbia Historic Preservation Review Board, provided that WPCA agrees that it will not object to the scale, massing, height and setback of the improvements to the extent those design aspects are consistent with this Agreement. Any action taken in contravention of this provision will serve to void the restrictions placed upon BRODSKY and/or its successors or assigns.

26. Each of the parties executing this Agreement represents and warrants to each of the other parties hereto (i) that it has the full power and authority to enter into this Agreement and to consummate the transactions described herein without obtaining any further approvals or consents, and (ii) that the entering into of this Agreement will not constitute or result in a violation or breach by any such party of any judgment, order, writ, injunction or decree issued against or imposed upon it or any agreement to which it is a party or by which it is bound.

IN WITNESS WHEREOF, on the day and year first above written, each party has caused these presents to be signed for and on their behalf by their authorized officers, and their respective seals to be hereunto affixed and attested by its authorized officers and does hereby constitute and appoint, the undersigned officer to be their true and lawful attorney in fact for each and in their name

to acknowledge and deliver according to law.

ATTEST

BRODSKY REAL ESTATE PARTNERS LLC

By: _____
Name: Joel Brodsky
Title: Pres.

ATTEST

WOODLEY PARK ~~CITIZENS~~ Community ASSOCIATION

_____

By: _____
Name: Alan Blevins
Title: President

DISTRICT OF COLUMBIA:

I Barbara Sykes, a Notary Public in and for the District of Columbia, DO HEREBY CERTIFY that Joel Brodsky, party to a certain Agreement bearing date on the 13th day of April, 1998, and hereto annexed personally appeared before me, in said District, the said Joel Brodsky being personally well known to me as the person who executed the said Agreement and acknowledged the same to be his act and deed.

Given under my hand and seal this 13th day of April, 1998.

Barbara Sykes
Notary Public

My Commission expires: BARBARA SYKES NOTARY PUBLIC DISTRICT OF COLUMBIA My Commission Expires March 31, 2003

DISTRICT OF COLUMBIA:

I Scott Diamond ~~Barbara Sykes~~, a Notary Public in and for the District of Columbia, DO

HEREBY CERTIFY that Alan Blevins, party to a certain Agreement bearing date on the 7th day of ~~April~~ May, 1998, and hereto annexed personally appeared before me, in said District, the said Alan Blevins being personally well known to me as the person who executed the said Agreement and acknowledged the same to be his act and deed.

Given under my hand and seal this 7th day of ~~April~~ May, 1998.

SCOTT E. Notary Public
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires June 30, 2002

My Commission expires: _____

Upon recordation, return to:

Richard B. Nettler, Esquire
Robins, Kaplan, Miller & Ciresi L.L.P.
1801 K Street, N.W., Suite 1200
Washington, D.C. 20006

CONSENT

The undersigned owner of the real property described in Exhibit A attached hereto hereby authorizes and consents to the recording of the aforesaid Agreement dated April 13, 1998, by and between Brodsky Real Estate Partners, LLC and the Woodley Park Community Association, with the Office of the Recorder of Deeds of the District of Columbia, such Agreement to run with the land, all pursuant to Section 5 of said Agreement.

Dated this 8 day of Sep, 1998.

WITNESS/ATTEST

By: Patricia G. Kallsen

Name: Patricia G. Kallsen

Title: Senior Vice President

AMERICAN ASSOCIATION OF HOMES AND SERVICES FOR THE AGING, INC. ("AAHSA")

By: Sheldon L Goldberg

Name: SHELDON GOLDBERG

Title: PRESIDENT

I, the undersigned, a notary public in and for the jurisdiction aforesaid, HEREBY CERTIFY that SHELDON L. GOLDBERG, personally appeared before me, in said District, the said SHELDON L. GOLDBERG being personally well known or satisfactorily proven to me to be the PRESIDENT of the American Association of Homes and Services for the Aging, Inc. ("AAHSA") and as the person who executed the said consent to said Agreement and acknowledged the same to be his act and deed and the act and deed of AAHSA.

Given under my hand and seal this 8 day of SEPT., 1998.

Janet E. Meyers
Notary Public

My Commission expires: 2/15/2002

Upon recordation, return to:

Richard B. Nettler, Esquire
Robins, Kaplan, Miller & Ciresi L.L.P.
1801 K Street, N.W., Suite 1200
Washington, D.C. 20006

EXHIBIT A

All of that certain lot or parcel of land situated, lying and being in the District of Columbia, and being more particularly described as follows:

Parcel I:

Lot 12 in Square 2202 in a subdivision made by Willett and Waggaman of part of Block 7 in Waggaman and Ridout, Trustees' Addition to the City of Washington, formerly known as "Woodley Park", as per plat recorded in Liber County 23 at folio 70 in the Office of the Surveyor for the District of Columbia.

Parcel II:

Lot 114 in Square 2202 in a subdivision made by Louis A. Montague, as per plat recorded in Liber 123 at folio 18 in the Office of the Surveyor for the District of Columbia.

Parcel III:

Lot 115 in Square 2202 in a subdivision made by Louis A. Montague, as per plat recorded in Liber 123 at folio 18 in the Office of the Surveyor for the District of Columbia.

Parcel IV:

All of Lot 112 in Square 2202 in a subdivision made by Franklin T. Sanner and others, as per plat recorded in Liber 38 at folio 136, in the Office of the Surveyor for the District of Columbia, except the East .375 feet front on Calvert Street by full depth of 20 feet of said Lot.

Note: At the date hereof the above described land is known for assessment and taxation purposes as Lot 813 in Square 2202.

Parcel V:

Part of Lot 112 in Square 2202 in a subdivision made by Franklin T. Sanner and others in Block 7 and 22, "Woodley Park", as per plat recorded in Liber 38 at folio 136, in the Office of the Surveyor for the District of Columbia, and being more particularly described as follows:

BEGINNING for the same at a point in the Southerly line of the Northwesterly line of lot 115 and thence Northwesterly with said line of Calvert Street, 4-1/2 inches to a point; thence Southwesterly on a line parallel to the Northwesterly line of said Lot 115, 20 feet to another line of said Lot 115; thence Southeasterly with said last mentioned line of Lot 115, 4-1/2 inches to the aforesaid Northwesterly line of said Lot 115, and thence Northeasterly with the said Northwesterly line of said Lot 115, 20 feet to said line of Calvert Street, and the place of beginning.

Note: At the date hereof the above described land is known for assessment and taxation purposes as Lot 816 in Square 2202.

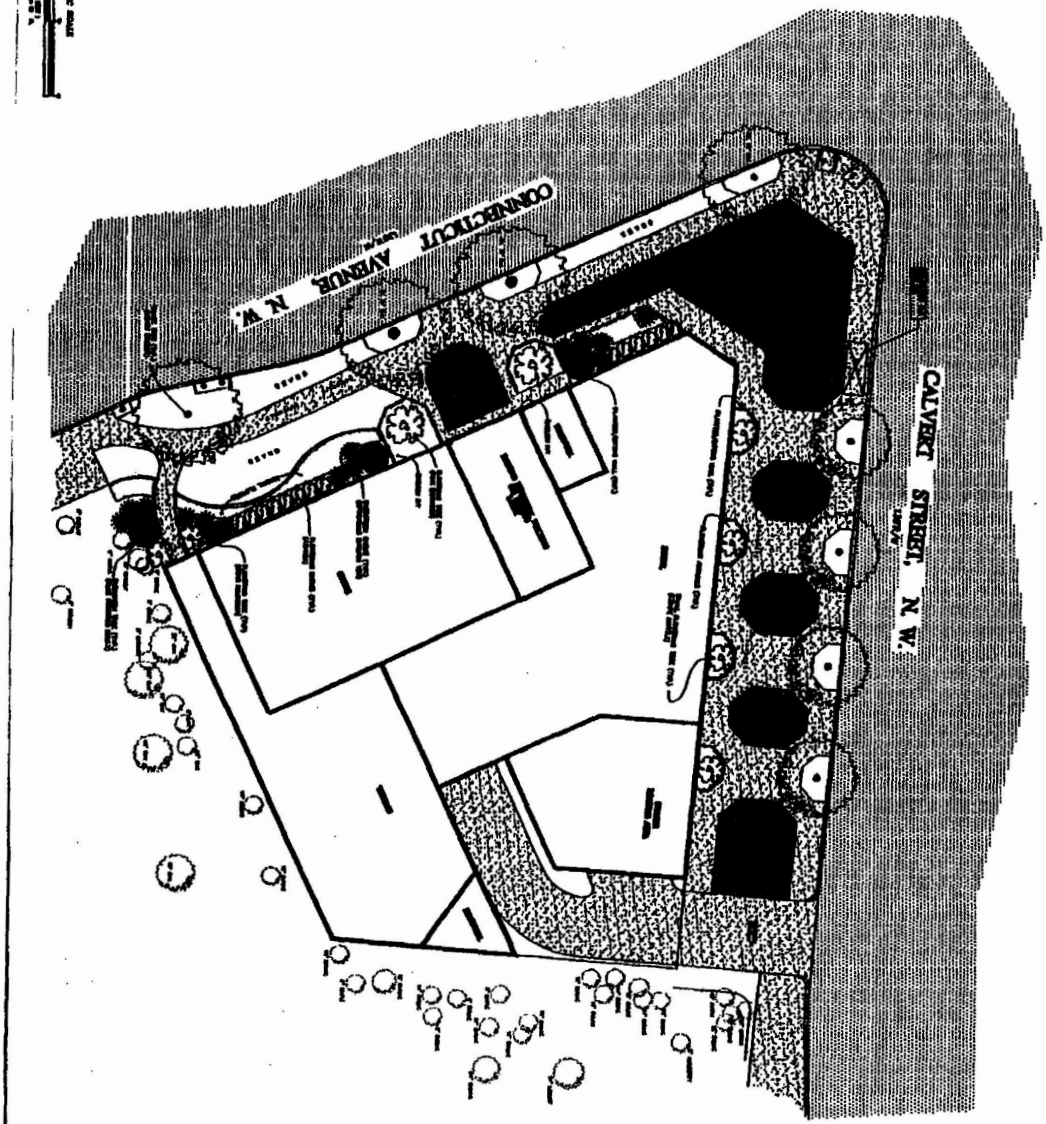


EXHIBIT "A", LANDSCAPE PLAN

	LOTS [illegible] SQUARE 2202 WASHINGTON DISTRICT OF COLUMBIA	CONCEPTUAL LANDSCAPE PLAN	MADDOX