WOODLEY PARK COMMUNITY ASSOCIATION
P.O. Box 4852, Washington, D.C. 20008

D.C. BOARD OF ZONING
2003 MAY -6 PM 2:29
RECEIVED

May 8, 2003

Jerrily R. Kress, Director
Office of Zoning
441 4th Street, N.W., Suite 201
Washington, D.C. 20001

Re: Application of American Ass'n. of Homes and Services for the Aging for Special Exception, BZA Application # 17011 (Square 2202, Lot 116)

Dear Ms. Kress:

The Woodley Park Community Association ("WPCA") has voted to support the above-referenced application submitted by the American Association of Homes and Services for the Aging, Inc. ("AAHSA") for a special exception to utilize the first floor of the building located at 2519 Connecticut Avenue, N.W., as an office under the provisions of 11 DCMR 1302.1 and 1304.1. WPCA's support of this application is conditional upon the following:

> That the terms of the first amendment to the agreement between AAHSA and Brodsky Real Estate Partners, LLC (predecessor in interest to AAHSA) dated April 26, 2003, be incorporated in any order issued by this Board in the above-referenced application as though fully set forth therein, and be enforceable in the same manner as any other condition contained in an order of the Board.

A copy of the April 26, 2003 amendment, which has been recorded in the land records of the District of Columbia, is attached hereto. In ¶ 5.C of this amendment, AAHSA has agreed to request that this condition by incorporated in any order issued by the Board granting the above-referenced application. A similar condition was included by this Board in its Summary Order in BZA Application No. 15335, issued on April 30, 1998, incorporating by reference the original Agreement of April 13, 1998, now amended by the attached agreement.

Please feel free to contact me if you have any questions or need any additional information.

Sincerely,

Barbara P. Ioanes, President

cc: Nancy Macwood, Chair, ANC 3C
David Wilmot, Esq.

99141.0000 #403597

BZA
Case No. 17011
Exhibit No. 29

Board of Zoning Adjustment
District of Columbia
CASE NO. 17011
EXHIBIT NO. 29

2003 APR 28 PM 2:32
GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING

Recording requested by and after recording, return to:
King & Spalding LLP
191 Peachtree Street
Atlanta, Georgia 30303-1763
Attention: Margaret A. McCue, Esq.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (this "Amendment"), is made and entered into this 26th day of April, 2003, by and between **AMERICAN ASSOCIATION OF HOMES AND SERVICES FOR THE AGING**, a not-for-profit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code, as amended corporation ("AAHSA"), and **WOODLEY PARK COMMUNITY ASSOCIATION**, a District of Columbia nonprofit corporation ("WPCA").

W I T N E S S E T H: That,

WHEREAS, Brodsky Real Estate Partners, LLC (predecessor in interest to AAHSA) and WPCA entered into that certain Agreement, dated April 13, 1998, recorded as Instrument Number 72026 on Sept 14, 1998, in the Recorder of Deeds of the District of Columbia (the "Agreement") regarding that certain real property more particularly described on Exhibit "A" hereto, and

WHEREAS, the Agreement provides that, as long as required by the Woodley Park Overlay District portion of the Zoning Regulations, at least 50% of the rentable ground floor space of 2519 Connecticut Avenue, Washington, DC ("Subject Property") shall be utilized for a retail use;

WHEREAS, AAHSA and WPCA desire to amend the Agreement to evidence WPCA's consent to a proposed alternative use for up to 5,002 square feet of the ground floor of the Subject Property ("Rental Space") as hereinafter provided in this Amendment.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid by each party hereto to the other at and before the sealing and delivery of these presents, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, AAHSA and WPCA, intending to be legally bound, do hereby agree and amend the Agreement as follows:

1. **Definitions**. Capitalized terms not defined herein shall have the meaning as set forth in the Agreement.

2. Wherever reference is made to BRODSKY, the same shall be construed to refer to its current successor-in-interest, AAHSA.

3. Notwithstanding the provisions of Section 13 of the Agreement, the parties understand and agree that AAHSA intends to lease the Rental Space to a tenant for use as a residential real estate sales office for a lease term not to exceed 10 years, with a maximum renewal option of five years. Therefore, the effective date of AAHSA's obligations under Section 13 of the Agreement shall not commence until the expiration or termination of the lease term, or fifteen years from the date such lease term commences, whichever first occurs; provided that in the event tenant seeks to sublet all or part of the space, the tenant must first make reasonable efforts to sublet for preferred retail uses, and, if unable to sublet for those uses, may sublet only for the real estate uses permitted under Section 5.A of this Amendment.

4. In consideration of the mutual promises and covenants contained herein, WPCA agrees to support the request for zoning relief being sought from the Board of Zoning Adjustment ("BZA") in Application No. 17011, filed on March 7, 2003, including providing a letter of support.

5. In consideration of the mutual promises and covenants contained herein, AAHSA agrees to do the following:

A. Ensure that (i) said Rental Space shall be used solely for the tenant's residential real estate sales business, including the tenant's mortgage and title insurance activities ancillary to the real estate sales conducted from the rental space, (ii) said office shall not be furnished for occupancy by more than 20 persons at any one time, and (iii) not more than 15 parking spaces shall be reserved for the use of the lessee of the Rental Space, including the lessee's employees and visitors.

B. Implement the following streetscape enhancements and landscaping plans, which are intended to ensure that use of the Rental Space for office rather than retail use does not compromise Woodley Park's sidewalk environment at Connecticut and Calvert Streets:

(i) Clear identification of a main entrance for the Rental Space. This main entrance should include an entire bay of transparent glass, an internally-lit entrance space, and a general sense of openness and connection to the sidewalk.

(ii) Maintenance of awnings over all ground floor windows and the entrance of the Rental Space.

(iii) Application of a translucent but not transparent filter (either applied directly to the window or in the form of a roller shade) to all window bays of the Rental Space. The front entrance bay will not receive this treatment, as mentioned in (a) above. This translucent treatment will be applied in lieu of vertical or horizontal blinds, shutters, or pleated shades of any type.

(iv) Decorative planters (at least two) will be established on both sides of the entrance to the Rental Space and maintained with seasonal flowers or plantings.

(v) The four planting beds along Calvert Street will be landscaped with seasonal plantings, including for the winter months, in accordance with the original Agreement.

(vi) Signage for tenants of Rental Space shall comply with and be in the character specified by the D.C. Office of Planning's Storefront Guidelines for commercial signs (www.planning.dc.gov/documents/thrive_pdf.shtm).

(vii) AAHSA shall ensure that the interior entrance bay lighting and any lighting on exterior of Rental Space is illuminated until 10 p.m. every night in a manner that is visible from the street.

(viii) AAHSA shall follow, with respect to the decorative planters and planting beds, a planting schedule, which contemplates changing planting arrangements on or near the following dates each year: April 15, June 15, September 15, November 15, as may be reasonably adjusted, based on weather conditions and other matters beyond AAHSA's reasonable control.

AAHSA further agrees to implement the approved streetscape enhancements no later than the date on which the tenant commences occupancy of the Rental Space.

C. AAHSA shall request that the BZA incorporate this amended Agreement as a condition of any Final Order issued in connection with the BZA Application 17011, or as a condition of any future or amended application that may be made by AAHSA requesting relief similar to Application 17011 for the Subject Property. The provision AAHSA will request be included as a condition to any order shall be substantially similar to the following:

The terms and conditions of a certain amendment, dated _____, 2003, to the

April 13, 1998 Agreement between BRODSKY and WPCA 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.

6. This Amendment 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 close of business April 29, 2003. If AAHSA fails to provide evidence of recordation by said date, WPCA may, at its option, declare this Agreement to be null and void.

7. AAHSA agrees to reimburse WPCA for expenses incurred by WPCA in connection with this Amendment, up to $2,000.00.

8. Section 22 of the Agreement is amended to provide that all notices to WPCA will be sent to the following:

WPCA
P.O. Box 4852
Washington, D.C. 20008

9. **Miscellaneous**.

A. Except as provided in Section 6, above, if any provision of this Amendment, or the application thereof to any person or circumstance, shall be to any extent held invalid, inoperative or unenforceable, the remainder of this Amendment, or the application of such provision to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Amendment; and each provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

B. This Amendment shall be construed in accordance with the laws of the District of Columbia.

C. The paragraph headings in this Amendment are for convenience only, shall in no way define or limit the scope or content of this Amendment, and shall not be considered in any construction or interpretation of this Amendment or any part hereof.

D. Nothing in this Amendment shall be construed to make any of the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other Party.

Except as herein expressly modified or amended, all terms and conditions of the Easement Agreement are hereby ratified and confirmed by the Parties and remain in full force and effect.

IN WITNESS WHEREOF, AAHSA and WPCA have caused this Amendment to be executed under seal as of the day and year first above written.

AAHSA:

AMERICAN ASSOCIATION OF HOMES AND SERVICES FOR THE AGING

By: _____

Name: LISA BROWN MORTON

Title: VP, HUMAN RESOURCES & ADMINISTRATION

ACKNOWLEDGEMENT

STATE OF DISTRICT OF COLUMBIA
COUNTY OF _____

This instrument was acknowledged before me on April 25, 2003 by Lisa Marie Morton Brown as Vice President of American Association of Homes and Services for the Aging, a not-for-profit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code, as amended.

_____
Notary Public
Print Name: Fatima Winter

(Seal)

My commission expires: _____

FATIMA C. WINTER
Notary Public District of Columbia
My Commission Expires April 14, 2007

WPCA:

WOODLEY PARK COMMUNITY ASSOCIATION,
a D.C. nonprofit corporation

By: Ron J David

Name: Ron David
Title: President

ACKNOWLEDGEMENT

STATE OF DISTRICT OF COLUMBIA
COUNTY OF _____

This instrument was acknowledged before me on 4/26, 2003 by Ron David as President of Woodley Park Community Association, a corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code.

Notary Public
Print Name: GIZPIN C WALKER

(Seal)

My commission expires: 8/31, 2004

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.

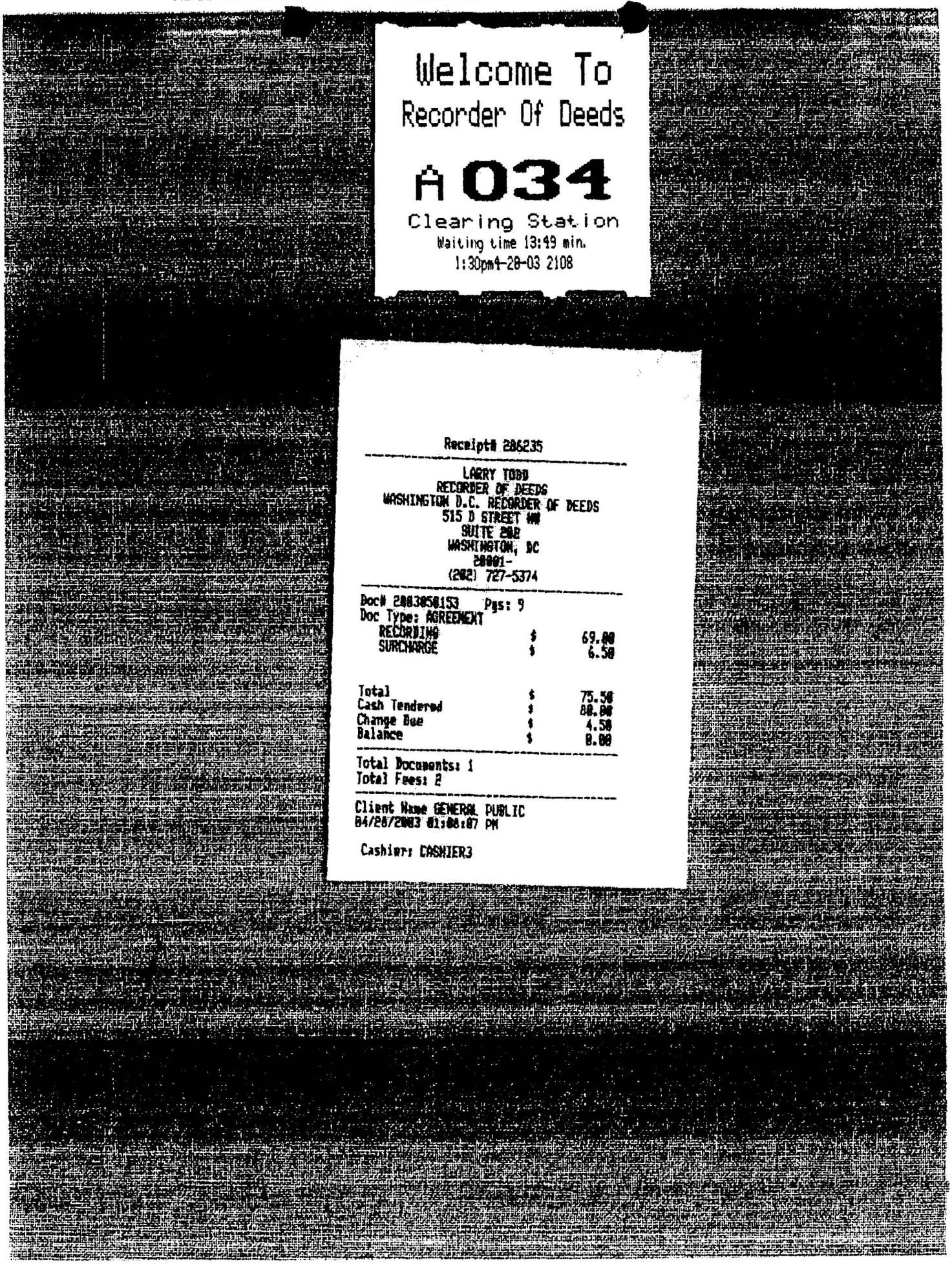
Note: At the date hereof the above described land is known for assessment and taxation purposes as Lot 813 in Square 2202.

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.



Welcome To
Recorder Of Deeds

A 034

Clearing Station
Waiting time 13:49 min.
1:30pm4-28-03 2108

Receipt# 286235

LARRY TOBD
RECORDER OF DEEDS
WASHINGTON D.C. RECORDER OF DEEDS
515 D STREET NW
SUITE 200
WASHINGTON, DC
20001-
(202) 727-5374

Doc# 2003050153 Pgs: 9
Doc Type: AGREEMENT

RECORDING	$	69.00
SURCHARGE	$	6.50
Total	$	75.50
Cash Tendered	$	80.00
Change Due	$	4.50
Balance	$	0.00

Total Documents: 1
Total Fees: 2

Client Name GENERAL PUBLIC
04/28/2003 01:08:07 PM

Cashier: CASHIER3