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**Representative Office

April 27, 2004

DAVID W. BRIGGS
202-828-5001

Internet Address:
dbriggs@hklaw.com

VIA HAND DELIVERY

D.C. Board of Zoning Adjustment
Suite 210
441 4th Street, N.W.
Washington, D.C. 20001

Re: BZA Case No. 17156
Pre-Hearing Submission

Dear Members of the Board:

On behalf of the applicant, CRP/MR 1414 22nd Street, L.P., I enclose an original and twenty (20) copies of the pre-hearing submission for the above-referenced matter.

Please do not hesitate to contact me should you have any questions or comments.

Very truly yours,

HOLLAND & KNIGHT LLP

David W. Briggs

Enclosures

cc: David McGettigan, Office of Planning (via Hand Delivery, with attachments)

1890162_v1

BZA
Case No. 17156
Exhibit No. 22

Board of Zoning Adjustment
District of Columbia
CASE NO. 17156
EXHIBIT NO. 22

BEFORE THE BOARD OF ZONING ADJUSTMENT
OF THE DISTRICT OF COLUMBIA

APPLICATION OF CRP/MR 1414 22ND STREET, L.P.
1414 22ND STREET, N.W.

BZA APPLICATION NO. 17156

HEARING DATE: MAY 11, 2004

BEFORE THE BOARD OF ZONING ADJUSTMENT
OF THE DISTRICT OF COLUMBIA

Application of CRP/MR 1414 22ND STREET, L.P.

BZA Application No. 17156
Public Hearing: May 11, 2004
ANC 2B

STATEMENT OF THE APPLICANT

I.
NATURE OF RELIEF SOUGHT

This statement is submitted on behalf of CRP/MR 1414 22nd Street, L.P. (the "Applicant") in support of the application to the Board of Zoning Adjustment for variance relief from § 773 of the Zoning Regulations of the District of Columbia. The variance relief is requested in order to convert an existing office building to a residential apartment building at premises 1414 22nd Street, N.W. (Square 48, A&T Lot 806).

II.
JURISDICTION OF THE BOARD

The Board of Zoning Adjustment has jurisdiction to grant the requested variance relief pursuant to §3103.2 of the Zoning Regulations. 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.

III.
EXHIBITS IN SUPPORT OF THE APPLICATION

Before proceeding with the discussion of the merits of this application, the following additional materials are submitted:

Exhibit A:	A portion of the Sanborn Atlas showing the Property highlighted in yellow.
Exhibit B:	A portion of the Zoning Map showing the Property highlighted in yellow, with zoning designation of DC/C-2-A.
Exhibit C:	A portion of the Generalized Land Use Map showing the Comprehensive Plan designation for the Property.
Exhibit D:	Outline of testimony of Representative of CRP/MR 1414 22nd Street, L.P., Applicant.
Exhibit E:	Outline of testimony of Representative of Hickok Warner Cole Architects.
Exhibit F:	Outline of testimony of Steven E. Sher, Director of Zoning and Land Use Services, Holland & Knight LLP.
Exhibit G:	"No Objection" Letter from the United States Commission of Fine Arts under the auspices of the Shipstead-Luce Law Act.
Exhibit H:	Easement, dated December 2003, including the open space portion of the Property and related summary noting easement conditions; plat of survey noting impact of easement in open space of the Property.
Exhibit I:	Preliminary landscape plan for proposed redevelopment of the Property.

IV.
BACKGROUND

A. Site and Vicinity Characteristics

1) The Property:

The Applicant is the owner of Assessment and Taxation Lot ("A&T Lot") 806 in Square 48 (the "Property"), having recently acquired legal title to the Property in late 2003. The A&T Lot is a portion of Lot of Record 7; Lot of Record 7 occupies the entirety of Square 48. Square 48 is bounded on the east by 22nd Street, NW, on the south by O Street, NW, on the north by P Street, NW, and on the west by 23rd Street, NW. The Property, as the A&T Lot, occupies approximately the southern two-thirds of Lot of Record 7, and is bounded by 22nd Street, NW, on the east, O Street NW, on the south, and 23rd Street, NW, on the west. The Property is located within a DC/C-2-A Zone District.

2) Vicinity:

The areas surrounding the Property are largely residential, with the exception of a gasoline service station immediately north of the Property that is also located on Lot of Record 7 and some properties in commercial use located to the northeast across 22nd Street. To the south of the Property, across O Street, NW, are residential row dwellings. To the east of the Property, across 22nd Street, are the August Apartments and another apartment house. Diagonally across from the Property to the southeast is the Cornell Center, which provides both housing and classes for Cornell University students. To the west of the Property, across 23rd Street, is Rock Creek Park, and nearby are tennis courts and a community swimming pool.

B. Description of Proposed Construction

The Applicant proposes to renovate the existing office building located on the Property, and convert its use to residential use, providing 44 housing units. The building as renovated for residential use would contain approximately 59,554 square feet of gross floor area. The existing underground parking facility serving the office building will remain and become available to the building residents.

Multi-family residential dwellings are permitted as a matter-of-right in the DC/C-2-A Zone District under the Zoning Regulations, but the introduction of residential uses in a commercial zone district necessitates that any building housing residential uses provide residential recreation space. That requirement would not be applicable if the building were located in a residential zone district. In light of the existing interior and exterior configuration of the Property, the Applicant seeks variance relief from substantial compliance with the provisions of §773 of the Zoning Regulations, relating to residential recreation space, so that it might undertake the conversion of the Property from office to residential use. Specifically, the Applicant seeks relief from the requirement that it provide an area of at least twenty percent (20%) of the gross floor area dedicated to residential uses for residential recreation space (§773.3); and from the requirement that no less than fifty percent (50%) of the total residential recreation space be located outdoors (§773.8).

V.
THE APPLICATION MEETS THE REQUIREMENTS FOR VARIANCE RELIEF FROM THE ZONING REGULATIONS

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

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

The Property is affected by a number of exceptional situations and conditions relevant to the requested variance relief.

The portion of the Property not occupied by the present office building proposed to be renovated for residential use is subject to a surface easement granted by a prior owner of the Property in 1994. This surface easement benefits solely the adjacent gasoline service station located at the opposite end of Lot of Record 7. This surface easement is recorded as an encumbrance against the Property, appearing in the records of the Office of the Recorder of Deeds of the District of Columbia as Instrument No. 9400070573, recorded September 1, 1994. The portion of the Property subject to the surface easement restricts its use to off street parking for the operator of the gasoline service station (See Exhibit H). As detailed below, this easement is unavailable to the Applicant and thus prevents the Applicant from providing at grade outdoor residential recreation space on the Property.

The Applicant is further restricted as to where outdoor residential recreation space can be located on the Property in that the office building has only one stairway accessing the building's roof and, therefore, only one means of egress from the roof. Pursuant to the District of Columbia Building Code, this situation of a single stairway limits the occupant load on the roof to fifty (50) individuals and thus the area that might be dedicated to outdoor residential recreation space to 750 square feet (1 person/15 square feet), which area alone cannot satisfy the required outdoor residential recreation space requirement of the Zoning Regulations as applicable to the Property.

Additionally the location and size of the penthouse on the roof of the existing office building, even after renovation and modification to reflect the conversion to the needs of

residential uses, physically limits the area of the roof that can qualify as residential recreation space under the Zoning Regulations.

The interior configuration of the building imposes further limitations on the ability of the Applicant to satisfy the applicable residential recreation requirements under the Zoning Regulations. The existing building has a relatively small floor footprint of approximately 10,059 square feet of gross floor area on each of floors 2 through 6; approximately 10% of each of floors 2 through 6 is occupied by the elevator core, elevator lobby, egress stairways and corridors and thus cannot be used as residential recreation space. The first floor/ground floor is even further encumbered as a result of the existence of a ramp to the below grade parking facility, as well as the main building lobby and additional required egress corridors. This interior configuration of the building as a residential building that would satisfy building and fire and life safety requirements limits the ability of the applicant to satisfy the required amount of residential recreation space within the building.

The cellar portion of the existing building is dedicated almost exclusively to an off street parking facility, which affords much needed and sought after off street parking in a neighborhood where on street parking opportunities are very limited. Conversion of a substantial portion of this area to residential recreation space could have a material impact on the surrounding parking conditions in the neighborhood.

The combination of space and other constraints inherent in the existing building and Property, as described above, work a practical difficulty upon the Applicant deserving of the requested variance relief. As found by the District of Columbia Court of Appeals in *Clerics of St. Viotor, Inc. v. District of Columbia Board of Zoning Adjustment*, "[i]t makes no practical difference whether the inability to use property in accordance with zoning regulations stems

from topographical conditions of the land itself or from the existence of a structure on the land," (320 A.2d 291, at 294).

B. <u>The Strict Application of the Zoning Regulations Would Result in a Practical Difficulty</u>

In order to obtain an area variance, an owner must prove peculiar and exceptional practical difficulties caused by compliance with the applicable regulation. Furthermore, these difficulties must be related to a property's exceptional circumstances and not to general conditions in the neighborhood. Section 773.3 of the Zoning Regulations requires that residential uses in the C-2-A District provide twenty percent (20%) of their gross floor area as qualified residential recreation space. The Property, as a residential building, would be required to provide 11,911 square feet of residential recreation space, which is an area greater than one entire floor of the building. Of that amount fifty percent (50%) (or 5,956 square feet) is required to be outdoor residential recreation space.

As observed from the application, the applicant is able to provide and physically accommodate on the Property, under the existing physical and legal constraints imposed on the exterior of the Property, only approximately 1,115 square feet of the required outdoor residential recreation space of 5,956 square feet. As noted above in this pre-hearing statement, outdoor areas of the Property are severely restricted due to (a) the present structural condition of the building that strictly limits the amount of outdoor residential recreation space that can be made available on the roof of the building, and (b) the pre-existing easement condition at grade, the use of which is controlled by the adjacent gasoline service station owner, prevents the Applicant from dedicating much of the surface parking area of the Property to residential recreation space.

It should also be noted that even if additional access to the roof that satisfied the provisions of the DC Building Code could be physically provided, the available roof area of the current building is further restricted in that the size and configuration of the existing penthouse does not allow for more residential recreation space that would be compliant with the applicable dimensional requirements for such space under the provisions of the Zoning Regulations.

The Applicant is further restricted by the interior configuration of the existing building in that the typical gross floor area of the existing structure above the ground floor is only 10,059 square feet of gross floor area, limiting the ability to provide any additional residential recreation space (indoor or outdoor) beyond what is being proposed in the application without the loss of critical residential dwelling area. Loss of dwelling area will undermine the project's economic viability. Thus if the provisions of Section 773 of the Zoning Regulations were to be strictly complied with (and assuming only a waiver of the outdoor requirement) approximately 10,796 square feet of residential recreation space would have to be provided (being 11,191 square feet of required area less the 1,115 square feet of outdoor area being provided). Of this amount, the Applicant is providing a 750 square foot health center in the basement area of the building in order to satisfy the remaining amount (10,046 square feet), it would necessitate that at least fifty percent (50%) of two floors of this six-story building be dedicated for residential recreation space. This would cause the loss of approximately 7 units of housing, and would create a substantial practical difficulty for the Applicant. The loss of any or all of these 7 units would also serve to undermine the District of Columbia policy seeking to provide new residential dwelling opportunities in the city, which this project does as a conversion project, as well as adversely impact the economic viability of the project.

Finally the Property is situated directly across 23rd Street from Rock Creek Park, one of the larger recreational spaces in the District, and within 2 blocks of public tennis courts and a community swimming facility, which collectively provide many more recreational opportunities to the residents of the Property than could be provided on the Property. Additionally, but for the zone mapping, this Property would not have to provide any residential recreation space for its residents as is the case with its neighboring buildings to the east and the south.

For these reasons, the Applicant meets its burden of compliance with the practical difficulty prong of the variance test and is deserving of relief from the Board.

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

The relief requested can be granted by the Board without detriment to the Public Good or impairment to the Zone Plan.

1. Public Good:

The grant of relief in the present application will work no harm upon the general public. No light or air will be lost by any property owner, nor will any other property owner suffer a diminution in the value of its property as a result of the grant of relief. The existing building, proposed only to be renovated for a change of use, has existed in the Dupont Circle community since 1972. The grant of relief in this case will actually facilitate the enhancement of an area that is visible from the P Street Bridge and can be considered a gateway between Dupont Circle and Georgetown. The proposed project has been reviewed with and has the support of ANC-2B.

The southern portion of Square 48, which includes the Property, is designated on the District of Columbia Generalized Land Use Map for moderate density residential uses. The northern portion of the Square, which includes the gasoline station, is additionally designated for

medium density residential and moderate density commercial uses. The proposed building conversion therefore supports the planning goals of the City that were specifically crafted to enhance public good. The Comprehensive Plan further notes that a major pressure of the Dupont Circle neighborhood is the "continuing erosion of residential use by office use." (§1363.1). The conversion of an aging office use to a vibrant residential use will enhance the public good in the Dupont Circle area through the provision of additional residential units.

The Property's conversion to a residential use will also respond to the Mayor's call for housing to accommodate 100,000 new residents in the District of Columbia by 2020. The provision of the required residential recreation space for this project would be contrary to the Mayor's goal, as it would eliminate up to 7 residential units.

2. Zone Plan:

The grant of variance relief in the present case will likewise not impair the District's zone plan. The existing building adheres to the requirements of the DC/C-2-A District and is not proposed to be enlarged.

For all the above reasons, variance relief from § 773 of the Regulations can be granted without detriment to the public good or without substantial impairment to the Zone Plan.

VI.
WITNESSES

A. Representative of CRP/MR 1414 22nd Street, L.P., Applicant

B. Representative, Hickok Warner Cole Architects

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

VII.
CONCLUSION

For the reasons stated above, the requested relief meets the applicable standards of the Zoning Regulations and can be granted without substantially impairing the intent, purpose and integrity of the Zoning Regulations. The Applicant therefore requests that the Board grant the application.

Respectfully submitted,

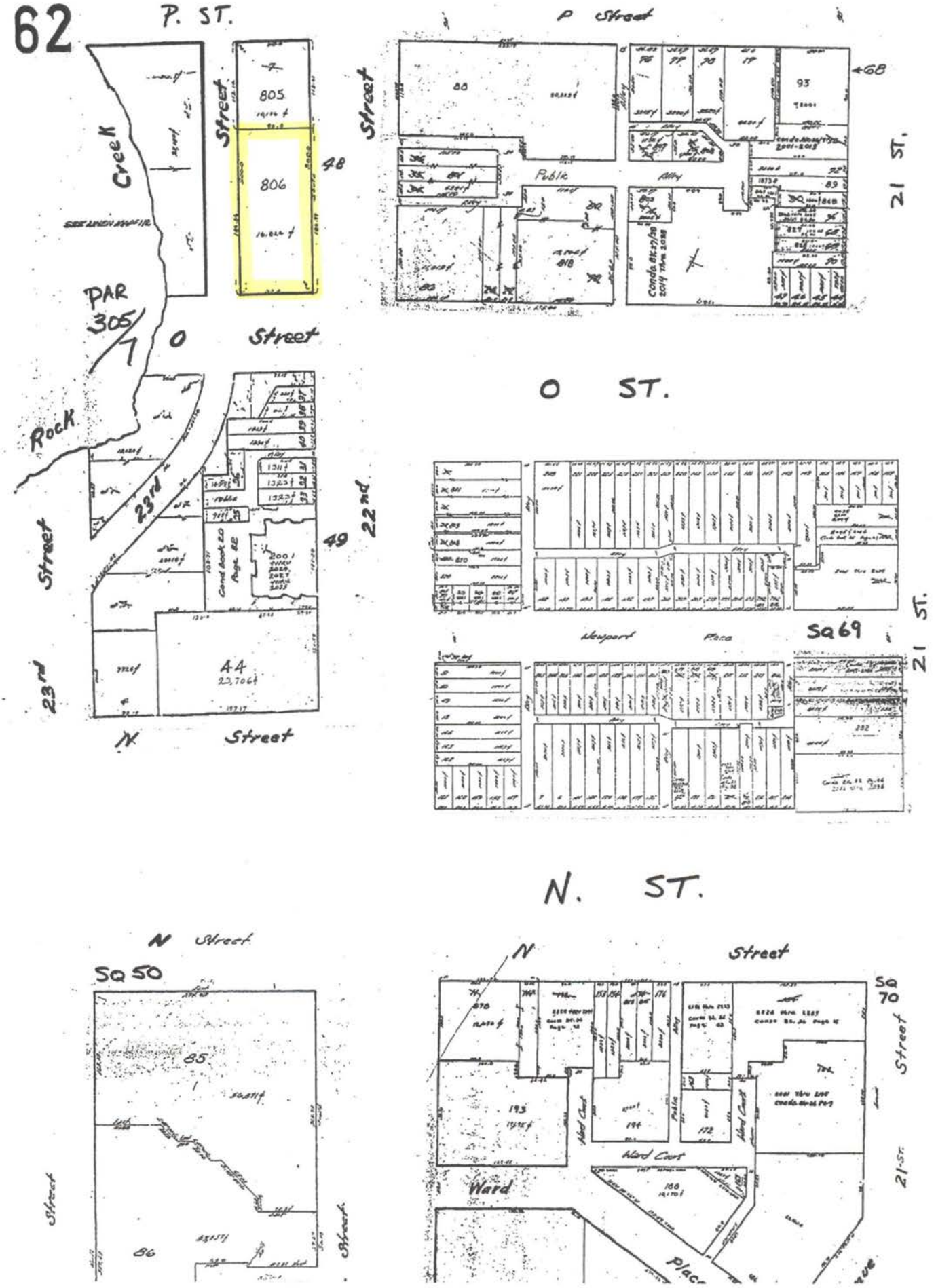
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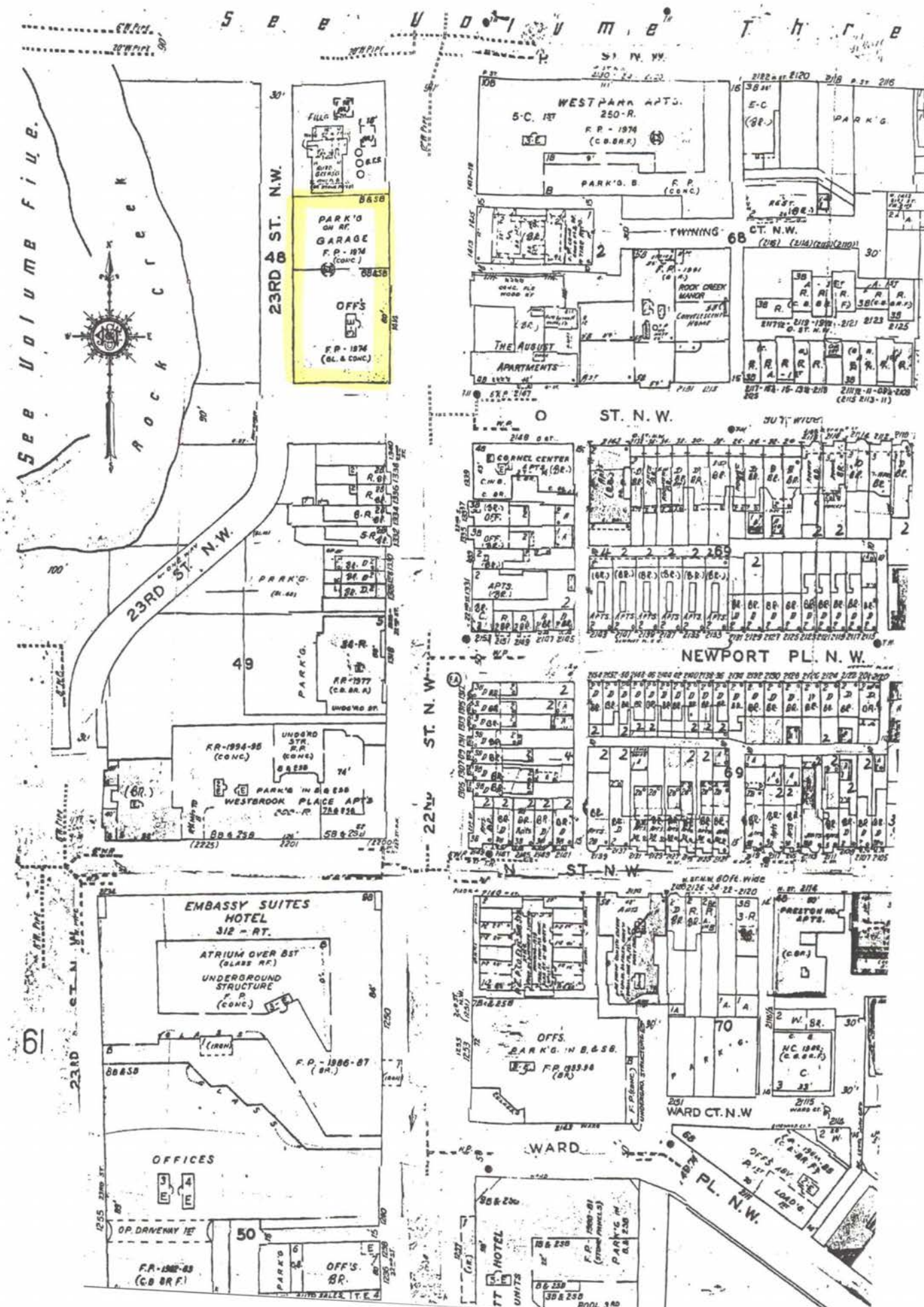
By _____
David W. Briggs

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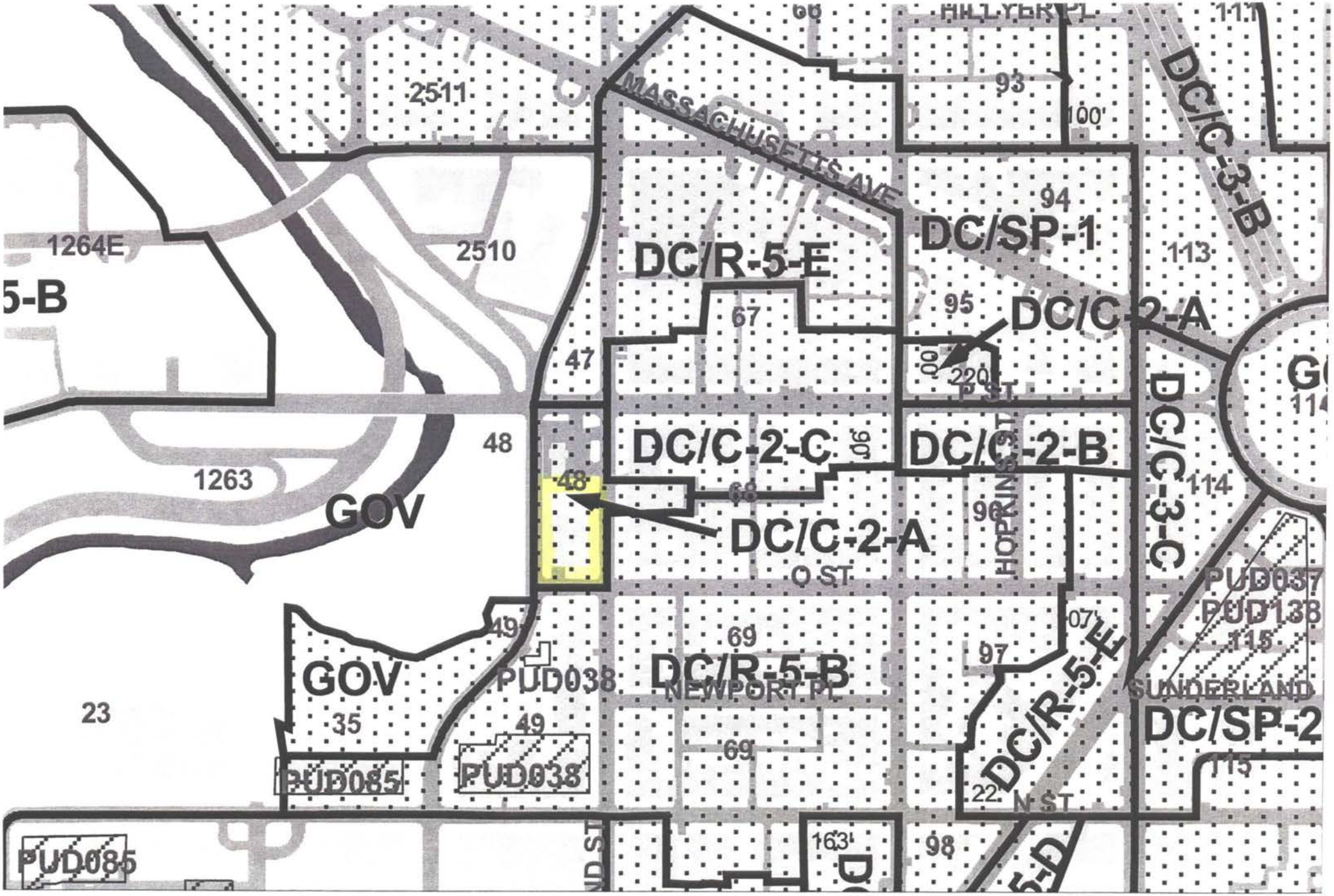
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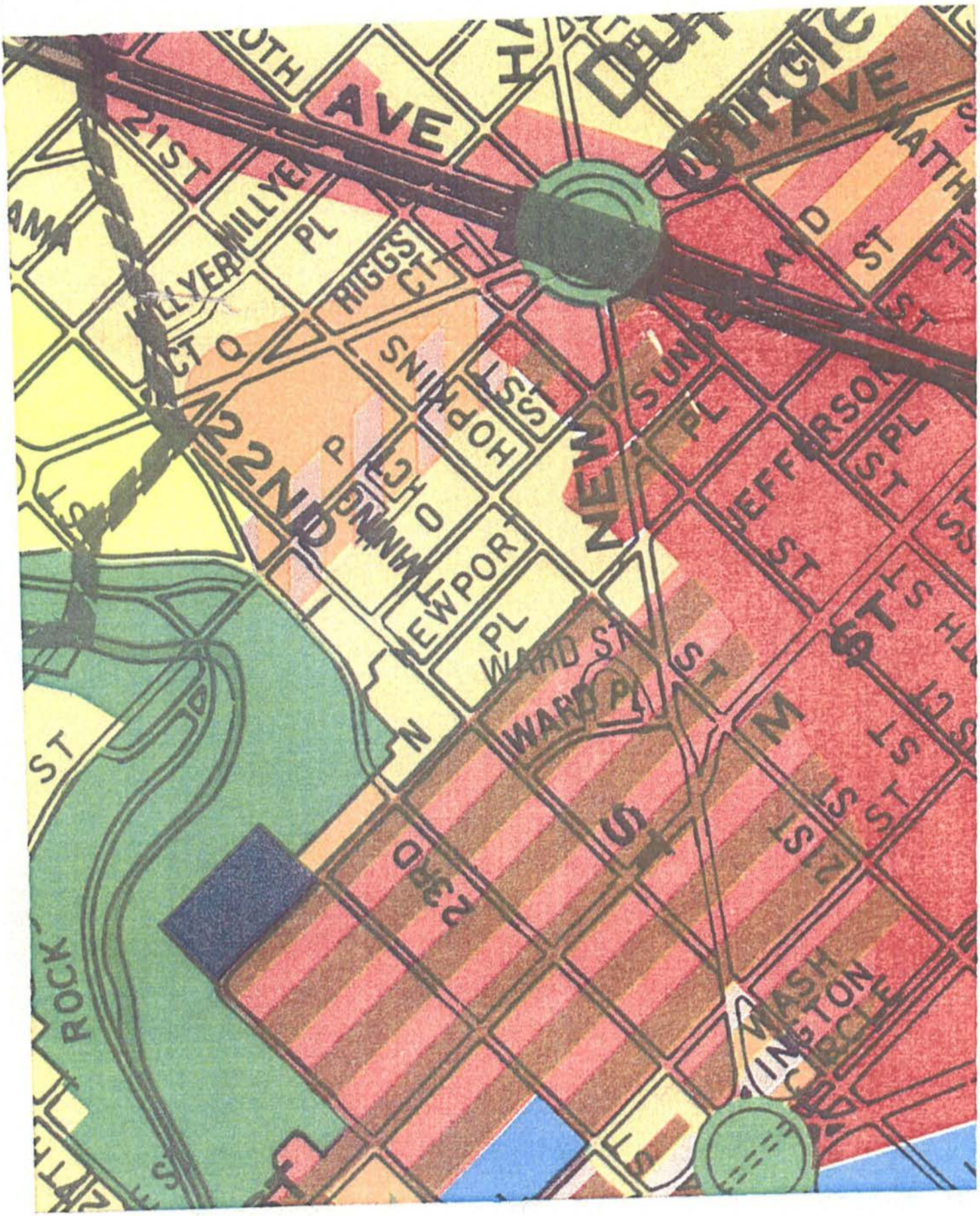

62
P. ST.
P Street
805
806
48
Creek
Street
SEE LINDY MAP 12
PAR 305/7
O Street
Rock
23rd Street
22nd
49
44
23,706 f
23rd
N Street
Public
Alley
Condo 8E-17/20
2014 thru 2018
88
93
68
21 ST,
O ST.
Sq 69
Newport Place
21 ST.
N. ST.
N Street
Sq 50
85
86
Street
N Street
Sq 70
193
194
172
Ward Court
Ward
21-ST.
Place


See Volume Five
See Volume Three
Rock Creek
23RD ST. N.W.
48
49
50
61
PARK'G GR. RF. GARAGE F.P. - 1974 (CONC.)
OFFS
F.P. - 1974 (BL. & CONC.)
WEST PARK APTS. 250-R. F.P. - 1974 (C.B.BR.F.)
PARK'G. F.P. (CONC.)
TWINING CT. N.W.
ROCK CREEK MANOR
THE AUGUST APARTMENTS
O ST. N.W.
CORNEL CENTER
APTS.
NEWPORT PL. N.W.
22ND ST. N.W.
WESTBROOK PLACE APTS
EMBASSY SUITES HOTEL 312 - RT.
ATRIUM OVER BST (GLASS RF.)
UNDERGROUND STRUCTURE F.P. (CONC.)
F.P. - 1986-87 (BR.)
OFFICES
OP. DRIVEWAY 1ET
OFF'S BR.
OFFS. PARK'G. IN B.&S.B.
F.P. 1989-90 (BR.)
WARD CT. N.W.
WARD PL. N.W.
PRESTON HO. APTS.
N.C. 1986 (C.B.&S.F.)
OFFS. ABV. P.1ST
LOAD'G RP
HOTEL

B


2511
MASSACHUSETTS AVE
1264E
5-B
2510
DC/R-5-E
DC/SP-1
DC/C-3-B
DC/C-2-A
1263
GOV
48
DC/C-2-C
DC/C-2-B
DC/C-3-C
O ST
HOPKINS ST
PUD037
PUD138
NEWPORT PL
DC/R-5-B
DC/R-5-E
SUNDERLAND
DC/SP-2
23
GOV
PUD038
PUD085
N ST
PUD085

C


AVE
21ST
MILLYER PL
MILLYER CT Q
RIGGS CT
HOPKINS ST
22ND
PENN
O
NEWPORT PL
WARD PL
SUN PL
JEFF ST
M ST
ROCK
WASHINGTON

D

OUTLINE OF TESTIMONY
REPRESENTATIVE OF APPLICANT
CRP/MR 1414 22ND STREET, L.P.

I. INTRODUCTION

II. BACKGROUND AND DESCRIPTION OF APPLICANT

III. HISTORY OF CONGRESSIONAL QUARTERLY BUILDING

IV. DISCUSSION OF EXISTING CONDITIONS AND LIMITATIONS

V. DESCRIPTION OF PROPOSED CONVERSION AND RENOVATION

VI. DESCRIPTION OF RECREATION FACILITIES AVAILABLE IN THE IMMEDIATE VICINITY OF THE BUILDING

VII. ECONOMIC IMPACTS ON THE PROJECT BY THE LOSS OF RESIDENTIAL DWELLING UNITS

VIII. VARIANCE RELIEF IS NEEDED

IX. CONCLUSION

E

OUTLINE OF TESTIMONY
REPRESENTATIVE
HICKOK WARNER COLE ARCHITECTS

I. INTRODUCTION AND PROFESSIONAL QUALIFICATIONS

II. SITE AND LOCATION DESCRIPTION

- A. OVERVIEW OF SITE, VICINITY AND LAND USE/ZONING
- B. SITE PLANNING – SIZE, LOT CONFIGURATION, TOPOGRAPHY

III. PROPOSED BUILDING CONVERSION

- A. DESIGN CONSIDERATIONS
- B. REVIEW OF MASS AND HEIGHT OF BUILDING
- C. FLOOR PLANS
- D. RESIDENTIAL RECREATION SPACE

IV. ZONING RELIEF IS NEEDED

V. CONCLUSION

F

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**Representative Office

Outline of Testimony
before the Board of Zoning Adjustment

BZA Application No. 17156
1414 22nd Street, N.W.

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

May 11, 2004

I. Site location and description

A. Subject property, 1414 22nd Street, is comprised of Lot 806 in Square 48

B. Square 48 is bounded on the east by 22nd Street, on the South by O Street, on the north by P Street, and on the west by 23rd Street

C. Lot 806 occupies the southern portion of Record Lot 7, which occupies the entire Square 48

D. Frontage of 300 feet on 22nd and 23rd Streets and 90 feet on O Street

E. Land area of approximately 16,824 square feet

F. Improved with office building of approximately 53,278 square feet previously used by Congressional Quarterly

G. Open parking area adjacent to the gasoline servce sation

II. Description of surrounding area

A. Dupont Circle west area

B. To the north:

1. Immediately to the north is a gasoline service station that occupies the remainder of Lot of Record 7 and Square 48

2. Federal Reservation 57D (triangle bounded by 22nd, 23rd and P Streets)

3. Farther north are Church of the Pilgrims at 1524 22nd Street and various single and multi-family residential properties

C. To the west:

1. 23rd Street, N.W.

2. Rock Creek Park including tennis courts and swimming pool

D. To the south:

1. O Street, NW

2. Residential properties in both single and multi-family use

E. To the east:

1. 22nd Street, NW

2. Apartments and single family resdiential properties

3. Cornell University Center in Washington at 2148 O Street (southeast corner of 22nd and O Streets NW)

III. Existing zoning – DC/C-2-A

A. Multiple dwellings are permitted as a matter of right

B. Height - maximum of fifty feet, no story limitation (§770.1)

C. Floor area ratio – maximum of 2.5, of which no more than 1.5 may be devoted to other than residential purposes (§771.2)

D. Maximum percentage of lot occupancy for residential uses – 60 percent (§772.1)

E. Rear Yard – minimum depth of 15 feet ((§774.1)

F. Side Yard – None required (§775.5)

G. Residential recreation space – not less than twenty percent of gross floor area devoted to residential uses required to be provided

IV. Proposed development:

A. Conversion of existing office building to a residential apartment building

B. No change in existing height and FAR (both nonconforming)

C. Apartment building will include 44 housing units

D. Existing underground parking facility serving the existing office building will remain and become available to building residents

V. Variance relief required:

A. Residential recreation space – 20 percent of gross floor area devoted to residential use (§773.3)

1. Minimum required: 11,911 square feet

2. Amount proposed: 1,865 square feet

3. Variance required: 10,046 square feet

B. Minimum outdoor recreation space requirement – 50 percent be located outdoors (§773.8)

1. Minimum required: 5,956 square feet

2. Amount proposed: 1,115 square feet

3. Variance required: 4,841 square feet

VI. Standards for variance relief (§3103.2)

A. Where, 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,

B. the strict application of any regulation adopted under D.C. Code §§5-413 to 4-432 (1981) 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;

C. 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.

VII. Compliance with the variance standards

A. Exceptional or extraordinary situation or condition

1. 1994 easement providing off-street parking for the adjacent gasoline service station that precludes the provision of at grade outdoor residential recreation space

2. Office building has only one stairway accessing the roof and therefore one means of egress from the roof, limiting the occupant load to fifty individuals and the potential recreation space to 750 square feet (1 person/15 square feet) per the building code

3. Location and size of both roof and interior of existing building physically limits the recreation space potential

B. Practical difficulty

1. All available outdoor areas (roof and surface) have been used

2. The provision of twenty percent of the gross floor area for recreation space would reduce the number of dwelling units able to be provided within the building, critically affected the project's economic viability

C. Application can be granted without substantial detriment to public good or the zone plan

1. Existing building has existed in the Dupont Circle community since 1972

2. Conversion to a residential use will enhance an area that is visible from the P Street Bridge and can be considered a gateway between Dupont Circle and Georgetown

3. Property designated on the Generalized Land Use Map for residential uses

4. Conversion supports goals of Comprehensive Plan and Mayor's call for housing to accommodate 100,000 new residents by 2020

5. Extensive recreation space located in Rock Creek Park

VIII. Conclusions

A. Site is affected by exceptional condition by virtue of existing office building

B. Practical difficulty results from inability to use all of space for residential

C. Sufficient recreational opportunities exist in immediate vicinity, so there is no detriment to public good

D. The application should be granted

P St NW
P St NW
22nd St NW
P St NW

805
19,176 sf
90.0
806
16,824 sf
23rd St NW

88
30,825 sf
Public
Alley
818
Conda 8K:27/29
2014 Thru 2018
22nd St NW

O St NW

G

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Consumer and Regulatory Affairs
Building and Land Regulation Administration

Received By

_____

Date: _____

Staff _____

Filing Date 2-5-04

RECEIVED
FEB - 6 2004
COMMISSION OF FINE ARTS

TRANSMITTAL LETTER – COMMISSION OF FINE ARTS

TO: **The Commission of Fine Arts**

This application is for: [✓] **Concept** [ ] **Final**

The accompanying application HPA No. _____ and SV No. 04-039
Is referred for consideration and appropriate action in accordance with the provisions of D.C Law 2-144, the Historic Landmark and Historic District Protection Act of 1978 and in accordance with the following Act(s):

[ ] The Old Georgetown Act, Public Law 808, 81st Congress
[ ] The Shipstead-Luce Act, Public Law 231, 71st Congress

PREMISE ADDRESS	LOT	SQUARE
1414 22ND St, NW	7	48

Complies with the following D.C Zoning Requirements.

[ ] **FAR**
[ ] **Use**
[ ] **Lot Occupancy**
[ ] **Set Back Requirements**
[ ] **Height**

2/6/04
Zoning Division

The submitted documents were checked for general compliance of the exterior features with the D.C Construction Codes: No objections to filing with CFA. This clearance does not constitute an approval for building permit.

Structural Section

Cleared to file with CFA by the Permit Service Center.

Permit Service Center

TO: Mayor's Agent for D.C Law 2-144, Public Law 808 and Public Law 231, for those applications also subject to D.C Law 2-144.

The Commission of Fine Arts returns the accompanying application with the recommendations as noted.

Recommendation:

See attached letter signed 1 March 2004.

~~Chairman,~~ Commission of Fine Arts. Date 1 Mar 04

THE COMMISSION OF FINE ARTS

ESTABLISHED BY CONGRESS 17 MAY 1910

NATIONAL BUILDING MUSEUM
401 F STREET, N.W., SUITE 312
WASHINGTON, D.C. 20001-2728

202-504-2200
202-504-2195 FAX

1 March 2004

TO: Mayor's Agent for D.C. Law 2-144, Public Law 808, and Public Law 231, for those applications also subject to D.C. Law 2-144

The accompanying application is returned by the Commission of Fine Arts with recommendation as noted:

S.L. 04-039	1414 22nd Street, NW New Condominiums	Renovation and addition - Concept
	LOT: 7	SQUARE: 48

RECOMMENDATION: No objection to the concept for the proposed conversion of an existing office building to condominiums as shown in drawings received and dated 6 February 2004. Although the Commission would prefer a more contemporary approach with respect to the design of the new facades, the proposed historic approach is acceptable.

Charles H. Atherton
Secretary

H

94000705 73

Sep 1, 1994

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made as of August 25, 1994 by CHEVRON U.S.A. INC., a Pennsylvania corporation ("Chevron"), SERVICE STATION MANAGEMENT, INC., a District of Columbia corporation ("SSM"), and CONGRESSIONAL QUARTERLY, INC., a District of Columbia corporation ("CQ"),

W I T N E S S E T H:

WHEREAS, SSM owns the service station premises located at 2200 P Street, N.W., Washington, D.C. (the "Station Property"); and

WHEREAS, the Station Property adjoins an above-ground parking surface (the "Parking Lot") that is the roof of an underground parking garage (the "Parking Garage"); and

WHEREAS, under a Lease Agreement dated September 27, 1972 (the "Lease")[1] between Chevron (which is identified in the Lease by its former name, Gulf Oil Corporation) and CQ (which is the successor of the Lease's original tenant, Donohoe Construction Co., Inc.), CQ owns the Parking Garage and the adjoining office building that it serves, and leases the land on which they are located from Chevron, which retains the right to use and occupy the Parking Lot for the parking of vehicles not requiring floor design loads in excess of 100 pounds per square foot; and

WHEREAS, Chevron as an accommodation to SSM has allowed it to use the Parking Lot, and SSM desires to obtain the right to continue using the Parking Lot for the remaining term of the Lease; and

WHEREAS, CQ desires to use a portion of the Parking Lot for landscaping to beautify CQ's office building complex and screen it from the Parking Lot and the Station Property;

WHEREAS, SSM as an accommodation to CQ has allowed it to use a portion of the Station Property for pedestrian access to and from an entrance to the Parking Garage that opens onto the Station Property, and CQ desires to obtain the right to continue using this access for the remaining term of the Lease; and

NOW THEREFORE, the parties hereto hereby agree as follows:

---

1 An indenture of the Lease was recorded on January 9, 1973 in Liber 13434 at folio 326 as Instrument No. 645, among the Land Records of the District of Columbia.

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Order: 030734 Comment:

1. GRANT OF PARKING EASEMENT.

Chevron hereby grants to SSM, and its successors and assigns, for a term commencing on August 25, 1994 and ending on September 30, 2072, an exclusive easement over a portion of the Parking Lot described in Exhibit A hereto, for the purpose of parking vehicles not requiring floor design loads in excess of 100 pounds per square foot (the "Parking Easement"). In consideration of the Parking Easement, SSM shall pay to Chevron cash in the sum of one hundred twenty-five thousand dollars ($125,000) concurrently with the execution of this Agreement.

2. GRANT OF LANDSCAPING EASEMENT.

Chevron hereby grants to CQ, and its successors and assigns, for a term commencing on August 25, 1994 and ending on September 30, 2072, an exclusive easement over the portion of the Parking Lot described in Exhibit C hereto, for the purpose of installing and maintaining landscaping (the "Landscaping Easement"). Such landscaping shall be solely within the discretion of CQ, and CQ shall have no obligation to provide such landscaping. Any such landscaping shall be limited to the tasteful, decorative arrangement of plants. Any portion of the Landscaping Easement not used for landscaping may be used by SSM for parking vehicles permitted under the Parking Easement. The failure to install landscaping shall in no event constitute an abandonment of the Landscaping Easement by CQ or its successors and assigns.

3. GRANT OF PEDESTRIAN EASEMENT.

SSM hereby grants to CQ, and its successors and assigns, for a term commencing on August 25, 1994 and ending on September 30, 2072, a nonexclusive easement over the portion of the Station Property described in Exhibit B hereto, for the purpose of allowing pedestrian access to and from the Parking Garage.

4. OPERATION AND MAINTENANCE OF PARKING LOT.

SSM shall maintain and operate the Parking Lot in a clean, safe and healthful manner and keep it free of trash, debris and spills of petroleum products or other chemicals. SSM shall comply with all applicable laws and regulations relevant to the use and operation of the Parking Lot. SSM shall allow only legally registered, operating automobiles not exceeding a height of seven (7) feet to be parked on the Parking Lot. SSM shall at its expense perform all routine maintenance necessary to keep open and functioning all lights, drains and walkways located on the Parking Lot. SSM shall have title to the lighting and height-barrier fixtures on the Parking Lot and shall have the right at its own expense to replace all fixtures with fixtures of at least equal quality. SSM shall, unless CQ consents otherwise in writing, maintain a height barrier to restrict use

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of the Parking Lot by vehicles exceeding the height limitation of this easement. SSM shall not otherwise make any additions, alterations, rearrangements or improvements to the Parking Lot without the consent of CQ or its successors and assigns. Any fixture or improvement shall become the property of the owner of the Parking Garage upon termination of this easement. CQ shall be responsible for making all major repairs to the parking structure and concrete surface and for maintaining any Parking Lot landscaping it may install, and shall be entitled to reimbursement for the cost of repairs caused by the negligence or willful misconduct of SSM or its employees, agents or customers. CQ shall have reasonable access to and use of the Parking Lot for maintaining the landscaping and the parking structure and surface, and may require the removal of vehicles for a reasonable period when such removal is necessary to perform such maintenance. CQ shall ensure that any Parking Lot landscaping does not interfere with SSM's ability to park vehicles on the Parking Lot within the easement granted to SSM hereunder. CQ or its successors and assigns and Chevron or its successors and assigns shall not make any material changes to the Parking Lot, which adversely affect its use by SSM, without the consent of SSM or its successors and assigns. Any improvements and/or maintenance provided for under this Agreement shall not be considered material and shall not require the consent of SSM.

5. TAXES.

SSM shall have no responsibility to pay any property taxes levied or assessed with respect to the Parking Garage, Parking Lot or the land on which they are located. SSM shall be responsible for paying all license fees and privilege, occupational, sales, use, excise or other taxes payable as a result of SSM's use or occupation of the Parking Lot.

6. INDEMNITY.

(a) SSM shall indemnify, defend and hold harmless Chevron and CQ, and their respective shareholders, directors, employees and agents, from and against all expense, liability and claims for damage to property or injury to or death of any person, directly or indirectly resulting, or alleged to result, from anything occurring from any cause in connection with SSM's use or occupancy of the Parking Lot and the Station Property.

(b) CQ shall indemnify, defend and hold harmless SSM and Chevron, and their respective shareholders, directors, employees and agents, from and against all expense, liability and claims for damage to property or injury to or death of any person, directly or indirectly resulting, or alleged to result, from anything occurring from any cause in connection with CQ's use of the Parking Lot and the Station Property pursuant to the easements granted to CQ hereunder.

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7. INSURANCE.

(a) SSM shall maintain at its expense during the term of the Parking Lot easement, insurance with respect to SSM's business and activities connected with the Parking Lot of the types and in the minimum amounts described generally as follows:

(1) Full Worker's Compensation and Employers' Liability Insurance covering all employees of SSM;

(2) Comprehensive General Liability Insurance (bodily injury and property damage) of not less than $500,000 combined single limit per occurrence, including explosion hazard, personal injury, premises operations, blanket contractual and independent contractors liability coverages;

(3) Umbrella Excess Liability Insurance of not less than $1,000,000 per occurrence in excess of the insurance required under (1) (except Workmen's Compensation) and (2) above, affording not less than the same coverage and including personal injury and property damage coverage; and

(4) Any other insurance or surety bonding that may be required by applicable laws and regulations.

(b) The insurance required under (2) and (3) above shall include CQ, Chevron and their subsidiary and affiliated companies as additional insureds, except with regard to occurrences that are the result of their sole negligence. The insurance required under (2) and (3) above shall provide that it is primary coverage with respect to SSM, CQ, Chevron and all other additional insureds. The insurance required above shall provide that no cancellation or material change in any policy shall become effective except upon 30 days' prior written notice to CQ and Chevron. The insurance companies shall have no recourse against CQ, Chevron or the subsidiary or affiliated companies of either of them for payment of any premiums or assessments under any policy issued by a mutual insurance company. SSM shall upon request furnish certificates satisfactory to CQ and Chevron as evidence that the insurance required above is being maintained. SSM shall be responsible for all deductibles in all of its insurance policies. SSM's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. RIGHT OF FIRST REFUSAL.

If SSM desires to sell, lease or otherwise transfer all or any part of its interest in the Station Property or the Parking Lot, and SSM receives a bona fide offer for the same which SSM wishes to accept, SSM shall immediately notify CQ in writing as to the terms thereof and provide CQ with an opportunity to

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purchase said interest on the same terms and conditions. CQ shall have the right to acquire such interest of SSM at the price and on the terms of such offer if CQ, within 45 days after receipt of such written notice from SSM of any such offer, notifies SSM in writing of CQ's exercises of such option. If CQ exercises such right, then SSM and CQ shall undertake to transfer such interest within 30 days after the expiration of the 45-day period. If CQ does not exercise such option or if CQ fails to render payment under the terms and conditions of the offer within the 30-day period, then SSM may, at any time within six months after the expiration of the 45-day period, but no later, transfer such interest, but only to the original offeror and only upon the terms of the offer submitted by SSM to CQ. CQ's rights hereunder shall continue to apply until SSM's entire interest is transferred in accordance herewith.

9. LAWS AND REGULATIONS.

Chevron and CQ make no representation or warranty whatsoever as to operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Parking Lot may be subject. SSM acknowledges that it has entered into this Agreement on the basis of its own review and investigation of the applicability and effect of such laws and regulations and SSM assumes the risk that adverse matters may not have been revealed by its investigation.

10. GENERAL.

(a) This Agreement, constitutes the entire agreement between the parties hereto with regard to the subject matter hereof.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Waiver by any party hereto of one or more breaches or defaults hereunder shall not be deemed to be a waiver of any other or continuing breach or default hereunder.

(d) No modification of this Agreement, and no waiver of any provision hereof, shall be binding on any party hereto unless in writing and signed by the party intended to be bound.

(e) The captions and headings throughout this Agreement are for convenience of reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain or modify the meaning of any provisions, or the scope or intent of this Agreement.

(f) In case of any dispute or disagreement between or among Chevron, CQ and SSM, or their successors and assigns, over

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the terms of this agreement or the easements granted herein, each party shall provide in writing to the other party or parties to the dispute or disagreement a full description of its position at least 60 days before commencing any legal proceedings, and any party to the dispute may require that the matter be submitted to and determined by arbitration. Such arbitration shall take place in the District of Columbia under the rules of the American Arbitration Association or, if such organization is no longer in existence, under the procedures described in paragraph 12.03 et seq. of the ground lease dated September 27, 1972 between Gulf Oil Corporation (now Chevron) and Donohoe Construction Co. Inc. (to whose interest CQ succeeded). In the event of any litigation between the parties hereto with regard to the subject matter hereof, the prevailing party or parties shall be entitled to recover its or their costs of expenses of suit, including reasonable attorneys' fees in connection therewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CHEVRON U.S.A. INC.

By _____

Title ASSISTANT SECRETARY

SERVICE STATION MANAGEMENT, INC.

By _____

CARL L. LUTTO

Title _____

CONGRESSIONAL QUARTERLY, INC.

By _____

Title President

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EXHIBIT'A

Description of Parking Easement Area

The real property located in the District of Columbia, described as follows:

BEGINNING for the same on the division line betveen 7A and 7b as shown on a boundary and location survey entitled "1414 22nd Street N.W. and 2200 P. Street N.W. dated March 23, 1992, also being 1.91 feet due East from a common corner on the aforesaid lots, on the Easterly right-of-way line of 23rd St. N.W., thence binding on said line:

(1) North 89° 49' 13" East 85.92 feet, thence running said Lot 7A the following 3 bearings and distances;

(2) South 00° 00' 00" West 78.51 feet;

(3) South 90° 00' 00" West 85.92 feet; and

(4) North 00° 00' 00" East 78.24 feet to the point of beginning. CONTAINING 6,734 square feet or 0.1546 acres of land.

11:1984

EXHIBIT 'B

Description of Landscaping Easement Area

The real property located in the District of Columbia, described as follows:

Area 1:

BEGINNING for the same on the Southwesterly corner of a Parking Easement as shown on Lot 7A & 7b Parking & Planting Easement Plat, thence binding on part of the fourth line of said Parking Easement:

(1) North 00° 00' 00" East 5.00 feet, thence leaving the said forth line and running through said Parking Easement;

(2) North 90° 00' 00" East 85.92 feet to a point in the second line of said Parking Easement, thence binding on the third line of said Parking Easement;

(3) South 00° 00' 00" West 5.00 feet to the Southeasterly corner of said Parking Easement, thence binding on the third line of said Parking Easement; and

(4) South 90° 00' 00" 85.92 feet to the point of beginning. CONTAINING 430 square feet of land.

Area 2:

BEGINNING for the same at the Northwesterly corner of a Parking Easement as shown on Lot 7A & 7B Parking & Planting Easement Plat, thence binding on part of the first line of said Parking Easement:

(1) North 89° 49' 13" East 58.80 feet to a point in said first line, thence leaving said first line and running through said Parking Easement the following two bearing and distances;

(2) South 90° 00' 00" West 5.00 feet;

(3) South 89° 49' 13" West 58.80 feet to a point in the fourth line of the said Parking Easement, thence binding with part of the said fourth line; and

(4) North 00° 00' 00" East 5.00 feet to the point of beginning. CONTAINING 291 square feet of land.

Area 3:

BEGINNING for the same on the Northeasterly corner of a Parking Easement as shown on Lot 7A & 7B Parking & Planting

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Easement Plat, thence binding on part of the second line of said Parking Easement:

(1) South 00° 00' 00" West 5.00 feet to a point in the said second line, thence leaving said second line and running through the said Parking Easement the following two bearings and distances;

(2) South 89° 49' 13" West 15.00 feet;

(3) North 00° 00' 00" East 5.00 feet to a point in the first line of the said Parking Easement, thence binding with part of the said first line; and

(4) North 89° 49' 13" East 15.00 feet to the point of beginning. CONTAINING 75 square feet of land.

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EXHIBIT C

Description of Pedestrian Easement Area

The real property located in the District of Columbia, described as follows:

Beginning at a point on the west line of 22nd Street, said point being at the distance of 186.99 feet north of the intersection of the west line of 22nd Street with the north line of O Street; thence north along the west line of 22nd street 30 feet to a point; thence south 57 degrees 39 minutes 59 seconds west a distance of 24.49 feet; thence along a curve concave to the southeast, said curve having a radius of 20.00 feet, an arc distance of 20.17 minutes, said arc being subtended by a chord bearing south 28 degrees 46 minutes 16 seconds east, 19.33 feet; thence north 89 degrees 55 minutes 2 seconds east a distance of 30.00 feet to the point and place of beginning.

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STATE OF Calif., San Francisco County,
to wit: On this 11 day of August, in the year 1994,
before me, the undersigned, a notary public of the State of
Calif., duly commissioned and sworn, personally
appeared J. R. [illegible], personally known to me or
proved to me on the basis of satisfactory evidence to be the
person who executed the within instrument as an Assistant
Secretary and Attorney in fact of Chevron U.S.A. Inc., a
Pennsylvania corporation, and acknowledged to me that such
corporation executed it.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal, this 11 day of August,
1994.

P. E. PEARL
COMM. # 911226
NOTARY PUBLIC — CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires MAY 1, 1995

J. E. Lewis
NOTARY PUBLIC
State of Calif.

My commission expires May 1, 1995

!!4!9!4!

R. BRADLEY RUNYAN, to wit: On this 25th day of August, in the year 1994, before me, the undersigned, a notary public of the District of Columbia, duly commissioned and sworn, personally appeared CARL J. [illegible], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as _____ of Service Station Management, Inc., a District of Columbia corporation, and acknowledged to me that such corporation executed it.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 25th day of August, 1994.

NOTARY PUBLIC

R. BRADLEY RUNYAN

My commission expires 10/14/98

1161946

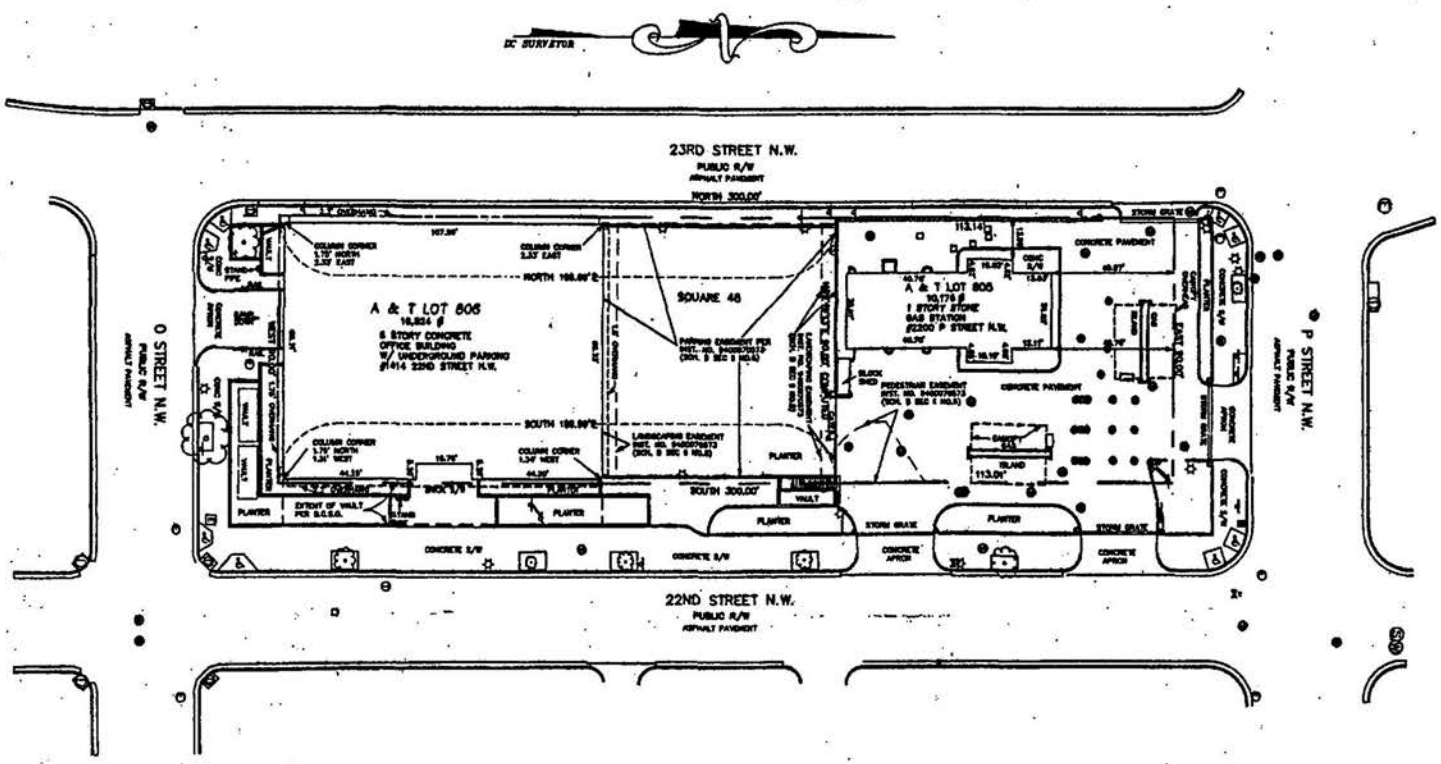
_____, to wit: On this
25 day of July, in the year 1994, before me, the
undersigned, a notary public of the State of VA,
duly commissioned and sworn, personally appeared
_____, personally known to me or proved to
me on the basis of satisfactory evidence to be the person who
executed the within instrument as President of
Congressional Quarterly, Inc., a District of Columbia corpora-
tion, and acknowledged to me that such corporation executed it.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal, this 25 day of July,
1994.

Cristina M Sweitzer
NOTARY PUBLIC
Cristina M Sweitzer

My commission expires 12/31/94

11819964





LEGEND

TREE TABLE

11	18" OAK
12	6" MAPLE
13	6" MAPLE
14	6" MAPLE
15	18" MAPLE
16	6" TREE
17	6" TREE
18	12" CHERRY

PREPARED BY
MERIDIAN SURVEYS, INC.
911 RUSSELL AVENUE
SUITE 300
GAITHERSBURG, MARYLAND 20879
(301) 721-0330
(301) 948-0234 FAX

SURVEYORS CERTIFICATE

LEGAL DESCRIPTION

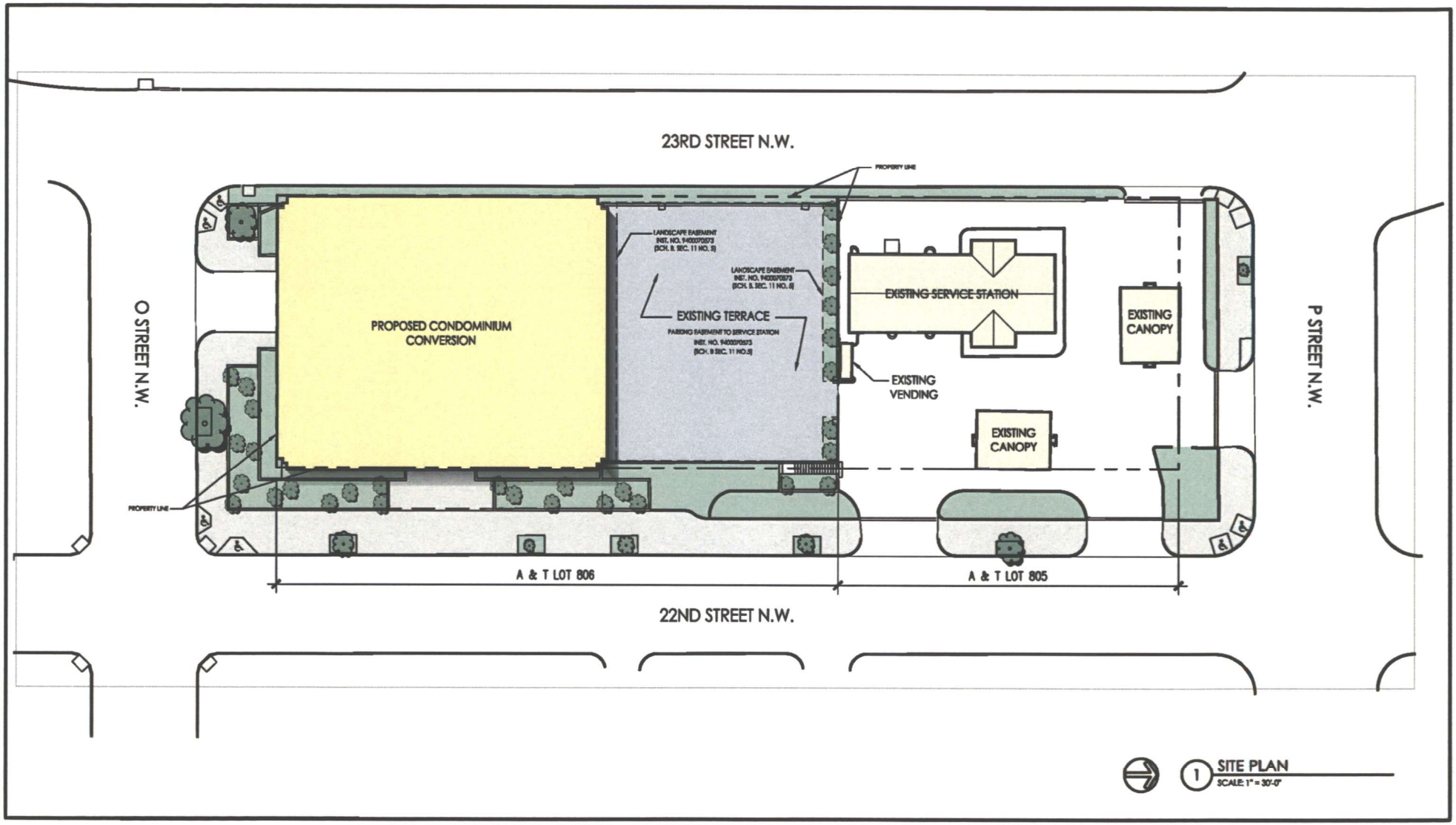
SCHEDULE B EXCEPTIONS

"ALTA/ACSM LAND TITLE SURVEY"

ASSESSMENT & TAXATION
LOT 806, SQUARE 48
A&T PLAT 3763-L
1414 22ND ST., N.W.
WASHINGTON, DISTRICT OF COLUMBIA

SCALE: 1" = 20'	DWN. BY: DB
DATE: DECEMBER, 2003	CHKD. BY: SJW

I



MONUMENT
REALTY LLC

1414 22ND ST.

BZA APPLICATION

RESIDENTIAL RECREATION SPACE

HICKOK WARNER COLE
Architects
1023 31st Street, NW Washington, DC 20007
P 202.667.9776 F 202.667.2260