

Jenkins Row REA, Inc.
c/o Condominium Service Inc.
4600 Duke Street #331
Arlington, VA 22304

November 17, 2025

Board of Zoning Adjustment
of the District of Columbia
via IZIS electronic submission

Re: **Application No. 21372 of 1501 Erie St. Construction, LLC**
Address: 1341 Pennsylvania Ave., SE (Square 1045, Lot 124)

To the Board of Zoning Adjustment,

I write on behalf of Jenkins Row, REA, Inc. (“Jenkins Row REA”), the controlling party of the Jenkins Row development at 1391 Pennsylvania Ave., SE, (“Jenkins Row”) regarding the above-captioned application submitted by 1501 Erie St. Construction, LLC (“Applicant”).

Jenkins Row REA previously filed a timely request for party status (Case No. 21372, Ex. No. 20) in this proceeding because the parking variance requested by the Applicant relates to an easement in right of Jenkins Row as an adjoining property (“Reserved Easement”).

Summary

Jenkins Row REA is opposed to discretionary relief to the Applicant that would reward Applicant for repeated, knowing, ongoing infringement and disregard of Jenkins Row REA’s rights under the Reserved Easement. While Applicant requests relief now that would exempt it from a parking space requirement, it also seeks to reserve flexibility to “add a parking space” that permanently interferes with Jenkins Row REA’s recorded easement. *See* Applicant’s Statement (Case No. 21372, Ex. No. 8) at 1 n.1. If the Board grants relief, it should expressly reject this improper provision.

Applicant’s full requested relief, including reservation of a parking space on the Reserved Easement, is unavailable because:

- The proposed exception would not be based on the requisite demonstration that parking “cannot reasonably be provided on the site as proposed to be developed in the application” pursuant to 11 DCMR, Subtitle C, § 703.3(b) and;
- The proposed exception would “tend to affect adversely, the use of the neighboring property” contrary to 11 DCMR, Subtitle X, § 901.2(b);
- The proposed exception would grant discretionary relief, *see* 11 DCMR, Subtitle C, § 703.(2) (providing that the BZA “may grant a full or partial reduction in the number of required parking spaces”) (emphasis added) in a circumstance that would reward Applicant for its improper acts with regard to Jenkins Row REA’s property rights.

Accordingly, Jenkins Row REA requests that the Board grant relief as requested from the minimum vehicle parking requirements of Subtitle C § 701.5 only on condition that Applicant renounce any claim to parking or other use that would interfere with the Reserved Easement. In the alternative, Jenkins Row REA requests that the Board postpone consideration of the relief requested or deny the application outright.

History of Jenkins Row’s Reserved Easement and the Subject Property

As the Applicant states:

[T]he rear triangle of [the subject property] might otherwise serve as a feasible location for the required parking space, [but] it is encumbered by a recorded easement benefiting the adjacent Jenkins Row property (1391 Pennsylvania Avenue SE). Jenkins Row has objected to the Applicant’s proposed use of this area for parking, citing their recorded right of ingress and egress, including vehicular access, over the area.

Applicant’s Statement (Case No. 21372, Ex. No. 8) at 3.

Indeed, the noted easement was reserved when the subject property was conveyed to Applicant’s predecessors-in-title in 1990. Inst. No. 9000036955. At that time, Applicant’s predecessors-in-title acknowledged receipt of 100 years of annual payments for use of the Reserved Easement. *Id.* Jenkins Row REA succeeded to the interest of the dominant estate. On October 6, 2020, the subject property was conveyed to Applicant with a deed specifying the Reserved Easement as excluded from such conveyance, re-recorded in the Land Records of the District of Columbia at Instrument No. 2022116802. In other words, the existence of the Reserved Easement was plain to Applicant at least from the time it acquired the subject property.

Nevertheless, Applicant repeatedly trespassed on the Jenkins Row property in the course of construction, impeded on Jenkins Row REA's rights with regard to the Reserved Easement, and ignored repeated communications from Jenkins Row REA regarding the Reserved Easement (including in correspondence of May 9, 2024, Att. 1, and of July 11, 2024, Att. 2).

Jenkins Row's Present and Ongoing Use of and Need for the Reserved Easement

As the color photographs submitted by Applicant clearly show, the Reserved Easement is essential to emergency ingress/egress of the Jenkins Row building, as well as for maintenance access to commercial chiller equipment. *See Applicant's Color Photos 5–9* (Case No. 21372, Ex. No. 5) (showing Jenkins Row property partially bounded by wood fence and gate).

Easement Litigation

On July 17, 2025, Jenkins Row REA filed an action in the Superior Court of the District of Columbia to vindicate its interest in the Reserved Easement. Case No. 2025-CAB-004642.

The Applicant has submitted to this Board that Jenkins Row REA is “pursuing litigation which may result in the Applicant's inability to locate the parking space in the rear.” Applicant's Statement at 1 (Case No. 21372, Ex No. 8). And further: “The litigation will likely take well over a year to resolve, and the Applicant is not sure when the litigation will be resolved or if an injunction will be issued.” *Id.*

A copy of the Complaint is attached to this letter. Att. 3.

Position of Jenkins Row REA on the Application

Applicant, with full knowledge of the Reserved Easement, determined to build on every available inch of the subject property betting that either it could unjustly extinguish the Reserved Easement or persuade this Board to grant relief from the parking space requirement. (Case No. 21372, Ex No. 2) (showing design for 9x18' parking space and planter/screening that would infringe on the Reserved Easement) Applicant also chose not to proactively consult with Jenkins Row REA about the status of the Reserved Easement prior to or during construction.

Having unilaterally made those decisions and proceeded with construction, Applicant has unfairly imposed substantial costs on Jenkins Row REA to vindicate the valid and clearly established Reserved Easement. Now, Applicant seeks discretionary relief from this Board based on limitations of the property foreseeably arising from its own designs.

Jenkins Row REA is opposed to any discretionary relief to Applicant that would reward Applicant for repeated, knowing, ongoing infringement and disregard of Jenkins Row's rights under the Reserved Easement.

All the same, Jenkins Row REA has no objection in principle to the special exception from the requirement of one parking space at the subject property provided that the Board decline Applicant's request to maintain a zoning option for the parking space that would include a basis for Applicant's continuation of its meritless defense of the litigation.

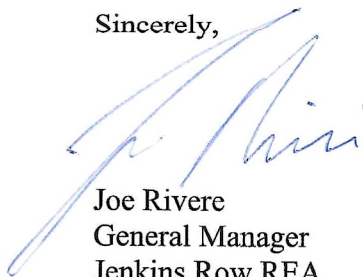
As a practical matter, relief from the parking makes sense: This is a nearly-complete 9-unit apartment building across the street from Potomac Avenue Metrorail station. But note that the Office of Planning has recommended approval of the special exception in part because of "an existing easement related to the adjacent property" (Case No. 21372, Ex. No. 19, at 3.) Thus, if this Board grants a special exception, it should state clearly that is relying on Applicant's constructive representation that Applicant lacks property rights to create a screened parking space within the Reserved Easement.

Conclusion

For the foregoing reasons, if the Board grants the Special Exception requested by Applicant, it should insist on Applicant's renunciation of any claim to a parking spot in the Reserved Easement so that the grant would be consistent with 11 DCMR, Subtitle C, § 703.3(b).

Alternatively, the Board should continue this proceeding indefinitely pending resolution of the litigation; or, outright deny relief in the form requested by Applicant as contrary to 11 DCMR, Subtitle C, § 703.3(b).

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Rivere", is written over the typed name and title.

Joe Rivere
General Manager
Jenkins Row REA
joe@csicommunitymanagement.com

Attachment 1

Letter of May 9, 2024



Catherine B. Harrington, Esquire
301.517.4802
charrington@milesstockbridge.com

May 9, 2024

VIA FEDERAL EXPRESS
1501 Erie St Construction LLC
407 Kentucky Avenue S.E.
Washington, DC 20003

**VIA FEDERAL EXPRESS and VIA
EMAIL (devine@fescuminc.com)**
1501 Erie St Construction LLC
c/o Kafayat Husband (Resident Agent)
407 Kentucky Avenue S.E.
Washington, D.C. 20003

Re: Portion of Lot 124 in Square 1045 (as further described herein, the “Easement Area”) reserved for the beneficial use of, *inter alia*, the owners of 1391 Pennsylvania Avenue SE, Washington, DC 20003 (collectively, the “Jenkins Row Parties”) via an express grant of right-of-way

**NOTICE OF RIGHTS UNDER EXPRESS RIGHT-OF-WAY /
DEMAND TO CEASE CONSTRUCTION AND DEVELOPMENT IN
EASEMENT AREA / JENKINS ROW PARTIES’ RESERVATION OF RIGHTS**

Dear Sir/Madam:

Please be advised that this law firm represents the Jenkins Row Parties in connection with the above-referenced Easement Area. I understand that you are the owner of Lot 124 in Square 1045, such Lot being known as 1341 Pennsylvania Avenue SE, Washington, DC 20003 (“Lot 124”).

As you know, the Easement Area, being a portion of Lot 124, is expressly reserved for the beneficial use of, among others, the Jenkins Row Parties. Specifically, the Jenkins Row Parties have been granted an express right-of-way over the Easement Area for all general purposes of ingress and egress as described in the right-of-way (the “Easement”).¹ A drawing depicting the Easement Area is enclosed herewith as **Exhibit 2**.

I have been advised that certain construction work you are undertaking on Lot 124 is or will soon occur on the Easement Area in violation of the Jenkins Row Parties’ rights, including

¹ A description of the Easement is set forth in the Deed dated October 6, 2020 and recorded with the District of Columbia Office of Tax and Revenue Record of Deeds as Document No. 2020124541 around October 14, 2020, such Deed having been re-recorded around November 28, 2022 as Document No. 2022116802 and is enclosed as **Exhibit 1**.

their rights as beneficiaries of the Easement.² Indeed, I understand that you intend to, among other things, partially enclose the Easement Area for your use, potentially as a parking space upon completion of your development of Lot 124.³ Such development of the Easement Area would, on its face, interfere with the Jenkins Row Parties' rights of ingress and egress over the Easement Area. **Accordingly, the Jenkins Row Parties demand that all development in and around the Easement Area that may impair the Jenkins Row Parties' rights cease immediately upon your receipt of this letter. Time is of the essence in all respects.**

Any construction plans with respect to the Easement Area must account for and not impair the Easement. In other words, D.C. law dictates that you may not develop the Easement Area and Lot 124 in such a way that injures the Jenkins Row Parties' rights. For example, because of the Easement, you are precluded from enclosing the Easement Area, partially or otherwise, and/or erecting any barriers or structures in or around the Easement Area that might impair the Jenkins Row Parties' ability to use the Easement to any degree now or at any time in the future. In this regard, the Jenkins Row Parties must remain free to use the Easement Area consistent with their rights, including, but not limited to, the right to ingress and egress over the Easement Area by private vehicles. The Jenkins Row Parties reserve all rights.

It is the Jenkins Row Parties' hope that you will govern yourself in a manner consistent with the Easement and that litigation of this matter can be avoided. However, please be advised that the Jenkins Row Parties must protect their valuable real property rights in the Easement Area and are prepared to do so by legal action if necessary.

You may avoid further legal action relative to the above-described Easement and Easement Area, including the enjoining of further construction over the Easement Area, by immediately ceasing construction over the Easement Area and otherwise modifying your development plans such that the Easement remains unimpaired. Time is of the essence in all respects. In the meantime, the Jenkins Row Parties reserve all claims, rights, and remedies, at law and/or in equity, including, without limitation, the right to injunctive relief.

Your cooperation in strict accordance with the foregoing will be appreciated and is essential at this juncture if you wish to resolve this matter without further legal involvement. Please contact me with any questions upon your receipt of this letter (or have your attorney do so if you will be represented by counsel with respect to this letter).

² The Jenkins Row Parties reserve all claims, rights, and remedies with respect to the Easement Area and adjoining alley arising outside the express grant of right-of-way described herein.

³ Please advise me immediately upon your receipt of this letter of your intended development and future use(s) of the Easement Area.

Page 3

Very truly yours,



Catherine B. Harrington

Enclosures

cc: Joe Riviere (*via email*)

P. Folorunso Ijiti (*via Federal Express*)
4300 Forbes Blvd., Suite 130
Lanham, MD 20706

Folorunso Paul Ijiti (*via Federal Express*)
404 Kentucky Ave SE
Washington, DC 20003

File No. PT20-3365TT

This Deed, made this 6th day of October, 2020, by and between Thomas O Malone, Bennye L. Malone and Moorean A. Baker, Trustee of the Moorean A. Baker Living Trust, parties of the first part, and 1501 Erie St SE Construction, LLC, party of the second part.

WITNESSETH, that in consideration of the sum of One Million Six Hundred One Thousand and 00/100 Dollars (\$1,601,000.00), the parties of the first part do hereby grant unto the party of the second part, in fee simple, all that piece or parcel of land, together with the improvements, rights, privileges and appurtenances to the same belonging, situate in the District of Columbia, described as follows, to wit:

All together with the improvements, rights, privileges and appurtenances to the same belonging; situated in the District of Columbia to:

AND DESCRIBED AS FOLLOWS: Lot numbered One Hundred Twenty-four (124) in Square numbered Ten Hundred Forty Five (1045), in the Office of the Surveyor for the District of Columbia in Liber 146 at Folio 108.

RESERVING however , to ELLIOT M. FRIEDMAN herein, his heirs, executors, successors and/ or assigns retaining in perpetuity an unrevocable right of way for all general purposes of ingress and egress of privately driven vehicles for the use and benefit of Lots 127, 128, 837*, 840*, 836*, 838*, 835* and 839* in square 1045, in the subdivision made by H.S. Bogan Jr., as per plat recorded

in Liber No. 166 at Folio 70 of the Records of the Office of the surveyor for the District of Columbia, said Right of way being that portion of Lot 124 in Square 1045, described as follows, to wit:

Beginning for the same at the Southwesterly corner of said Lot 124, said point being distant 133.27 feet Southwesterly along the Westerly line of said lot from the Northwestern corner of said lot and the Southerly line of Pennsylvania Avenue and running thence South 1 degree 49 minutes 00 seconds East, 40.80 feet to the Southeasterly corner of said lot; thence Northwesterly along the Westerly line of said lot to intersect a line drawn South 62 degrees 27 minutes 00 seconds East, from the place of beginning and thence North 62 degrees 27 minutes 00 seconds West, 20 feet to the place of beginning.

The improvements thereon being known as 1341 Pennsylvania Avenue Southeast, Washington, District Of Columbia - 20003.

BEING the same property conveyed to MOOREAN A BAKER, TRUSTEE OR HER SUCCESSORS IN TRUST, UNDER THE MOOREAN A BAKER LIVING TRUST, DATED 12/6/2004 from MOOREAN A BAKER, MARRIED, CONVEY AND WARRANT ALL HER UNDIVIDED 1/3 INTEREST, by WARRANTY DEED dated December 6, 2004, and recorded on December 21, 2004, in Book N/A, Page N/A, as Instrument No. 2004172879-1.

AND BEING the same property conveyed to THOMAS O. MALONE, BENNYE L. MALONE AND MOOREAN A. BAKER EACH AN UNDIVIDED 1/3 INTEREST from ELLIOT M. FRIEDMAN, dated June 28, 1990 and recorded July 2, 1990 in Book 548, page 15 Instrument No. 9000036955.

AND the said parties of the first part covenant that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals the day and year first hereinbefore written.

IN PRESENCE OF:

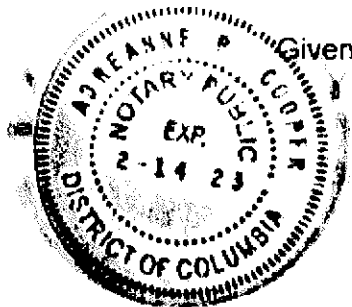
Thomas O Malone {SEAL}
Thomas O Malone

Bennye L Malone {SEAL}
Bennye L. Malone

Moorean A. Baker, Trustee {SEAL}
Moorean A. Baker, Trustee of the Moorean
A. Baker Living Trust

DISTRICT OF COLUMBIA

I, Adreanne P Caper, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Thomas O Malone and Bennye L. Malone, who are personally well known to me as the grantors in, and the persons who executed the foregoing and annexed deed, bearing the date of 10/6, 2020, personally appeared before me in the said District and acknowledged the said deed to be their act and deed.



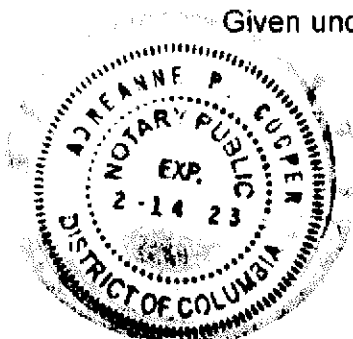
Given under my hand and seal this 6 day of October, 2020.

Adreanne P. Caper
Notary Public

My Commission Expires: 02-14-2023

DISTRICT OF COLUMBIA

I, Adreanne P Caper, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Moorean A. Baker, Trustee of the Moorean A. Baker Living Trust, who are personally well known to me as one of the grantors in, and the persons who executed the foregoing and annexed deed, bearing the date of 10/6/2020, 2020, personally appeared before me in the said District and acknowledged the said deed to be their act and deed.



Given under my hand and seal this 6 day of October, 2020.

Adreanne P. Caper
Notary Public

My Commission Expires: 02-14-2023

AFTER RECORDING MAIL TO:
Passport Title Services, LLC
2275 Research Blvd., Suite 500
Rockville, MD 20850

Doc #: 2020124541
Filed & Recorded
10/14/2020 11:34 AM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
RECORDATION TAX FEES \$23,214.50
TRANSFER TAX FEES \$23,214.50
TOTAL: \$46,460.50



Government of the
District of Columbia
Office of Tax
and Revenue
Recorder of Deeds
1101 4th Street, SW
Washington, DC 20024
Phone (202)727-5374

RE-RECORDING CERTIFICATION

I. Party Requesting Re-Recording

Name Nicole Crutchley
First Name M.I. Last Name
Firm Passport Title Services LLC
Address 1 Research Ct Suite 450
City Rockville State MD Zip 20850
Day Phone (240) 258-2488 Evening Phone

II. Property Description & Type of Document

Square(s) 1045 Suffix Lot(s) 0124
Instrument# 2020124541 Recording Date 10/14/2020

III. Parties to Document

Grantor(s) Thomas and Benny Malone
First Name M.I. Last Name
Grantor(s) Moorean A Baker, Trustee of the Moorean A Baker Living Trust
First Name M.I. Last Name
Grantee(s) 1601 Erie St Construction LLC
First Name M.I. Last Name
Grantee(s)
First Name M.I. Last Name
Other
First Name M.I. Last Name

IV. Reason(s) for Re-Recording

(state specifically and include the page(s) and line(s) where change(s) occur)

This document is being re-recorded for the purpose of correcting the Grantees name.

V. A copy of the document before the change was made is required.

VI. Certification

I, Stephen Gray, hereby certify that the
First Name M.I. Last Name

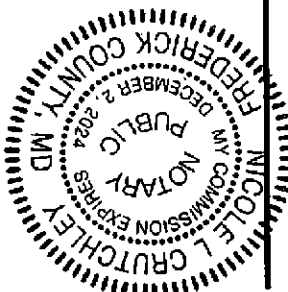
statement and representation made herein are correct and true and that no changes, modifications, or insertions have been made to the document referenced herein other than indicated above. Furthermore, I hereby acknowledge that any false statement or misrepresentation that I make on this form is punishable by criminal penalties under the laws of the District of Columbia.

11/22/2022
mm/dd/yyyy

Signature

Given under my hand and seal this the 22 day of November, 2022

Notary Public Signature



*THIS document is being re-recorded for the purpose
File No. PT20-3365TT of correcting the grantee's name *

This Deed, made this 6th day of October, 2020, by and
between Thomas O Malone, Bennye L. Malone and Moorean A. Baker, Trustee of the
Moorean A. Baker Living Trust, parties of the first part, and ~~1501 Erie St SE~~
~~Construction, LLC, party of the second part.~~ 1501 Erie St Construction, LLC, party of

the second part.
WITNESSETH, that in consideration of the sum of One Million Six Hundred One
Thousand and 00/100 Dollars (\$1,601,000.00), the parties of the first part do hereby
grant unto the party of the second part, in fee simple, all that piece or parcel of land,
together with the improvements, rights, privileges and appurtenances to the same
belonging, situate in the District of Columbia, described as follows, to wit:

All together with the improvements, rights, privileges and appurtenances
to the same belonging; situated in the District of Columbia to:

AND DESCRIBED AS FOLLOWS: Lot numbered One Hundred Twenty-
four (124) in Square numbered Ten Hundred Forty Five (1045), in the
Office of the Surveyor for the District of Columbia in Liber 146 at
Folio 108.

RESERVING however, to ELLIOT M. FRIEDMAN herein, his heirs,
executors, successors and/ or assigns retaining in perpetuity an
unrevocable right of way for all general purposes of ingress and egress of
privately driven vehicles for the use and benefit of Lots 127, 128, 837*,
840*, 836*, 838*, 835* and 839* in square 1045, in the subdivision made
by H.S. Bogan Jr., as per plat recorded

in Liber No. 166 at Folio 70 of the Records of the Office of the surveyor for
the District of Columbia, said Right of way being that portion of Lot 124 in
Square 1045, described as follows, to wit:

Beginning for the same at the Southwesterly corner of said Lot 124, said
point being distant 133.27 feet Southwesterly along the Westerly line of
said lot from the Northwestern corner of said lot and the Southerly line of
Pennsylvania Avenue and running thence South 1 degree 49 minutes 00
seconds East, 40.80 feet to the Southeasterly corner of said lot; thence
Northwesterly along the Westerly line of said lot to intersect a line drawn
South 62 degrees 27 minutes 00 seconds East, from the place of
beginning and thence North 62 degrees 27 minutes 00 seconds West, 20
feet to the place of beginning.

The improvements thereon being known as 1341 Pennsylvania Avenue
Southeast, Washington, District Of Columbia - 20003.

BEING the same property conveyed to MOOREAN A BAKER, TRUSTEE OR HER SUCCESSORS IN
TRUST, UNDER THE MOOREAN A BAKER LIVING TRUST, DATED 12/6/2004 from MOOREAN
A BAKER, MARRIED, CONVEY AND WARRANT ALL HER UNDIVIDED 1/3 INTEREST, by
WARRANTY DEED dated December 6, 2004, and recorded on December 21, 2004, in Book N/A,
Page N/A, as Instrument No. 2004172879-1.

AND BEING the same property conveyed to THOMAS O. MALONE, BENNYE L. MALONE AND
MOOREAN A. BAKER EACH AN UNDIVIDED 1/3 INTEREST from ELLIOT M. FRIEDMAN, dated
June 28, 1990 and recorded July 2, 1990 in Book 548, page 15 Instrument No. 9000036955.

AND the said parties of the first part covenant that they will warrant specially the
property hereby conveyed; and that they will execute such further assurances of said
land as may be requisite.

WITNESS the hands and seals the day and year first hereinbefore written.

IN PRESENCE OF:

Thomas O Malone (SEAL)
Thomas O Malone

Bennye L Malone (SEAL)
Bennye L Malone

Moorean A. Baker, Trustee of the Moorean A. Baker Living Trust (SEAL)
Moorean A. Baker, Trustee of the Moorean A. Baker Living Trust

DISTRICT OF COLUMBIA

I, Adrianne P Cooper, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Thomas O Malone and Bennye L. Malone, who are personally well known to me as the grantors in, and the persons who executed the foregoing and annexed deed, bearing the date of 10/6, 2020, personally appeared before me in the said District and acknowledged the said deed to be their act and deed.



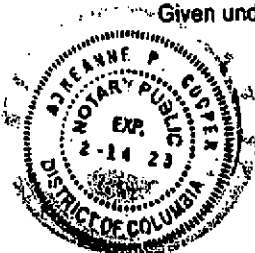
Given under my hand and seal this 6 day of October, 2020.

Adrianne P Cooper
Notary Public

My Commission Expires: 02-14-2023

DISTRICT OF COLUMBIA

I, Adrianne P Cooper, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Moorean A. Baker, Trustee of the Moorean A. Baker Living Trust, who are personally well known to me as one of the grantors in, and the persons who executed the foregoing and annexed deed, bearing the date of 10/6/2020, 2020, personally appeared before me in the said District and acknowledged the said deed to be their act and deed.



Given under my hand and seal this 6 day of October, 2020.

Adrianne P Cooper
Notary Public

My Commission Expires: 02-14-2023

AFTER RECORDING MAIL TO:
Passport Title Services, LLC
2275 Research Blvd., Suite 500
Rockville, MD 20850

Doc #: 2020124541
Filed & Recorded
10/14/2020 11:34 AM
IDA WILLIAMS

RECORDER OF DEEDS

WASH DC RECORDER OF DEEDS

RECORDING FEES	\$25.00
SURCHARGE	\$6.50
RECORDATION TAX FEES	\$23,214.50
TRANSFER TAX FEES	\$23,214.50
TOTAL:	\$46,460.50

J. Williams
THIS IS TO CERTIFY THAT THIS IS A TRUE COPY

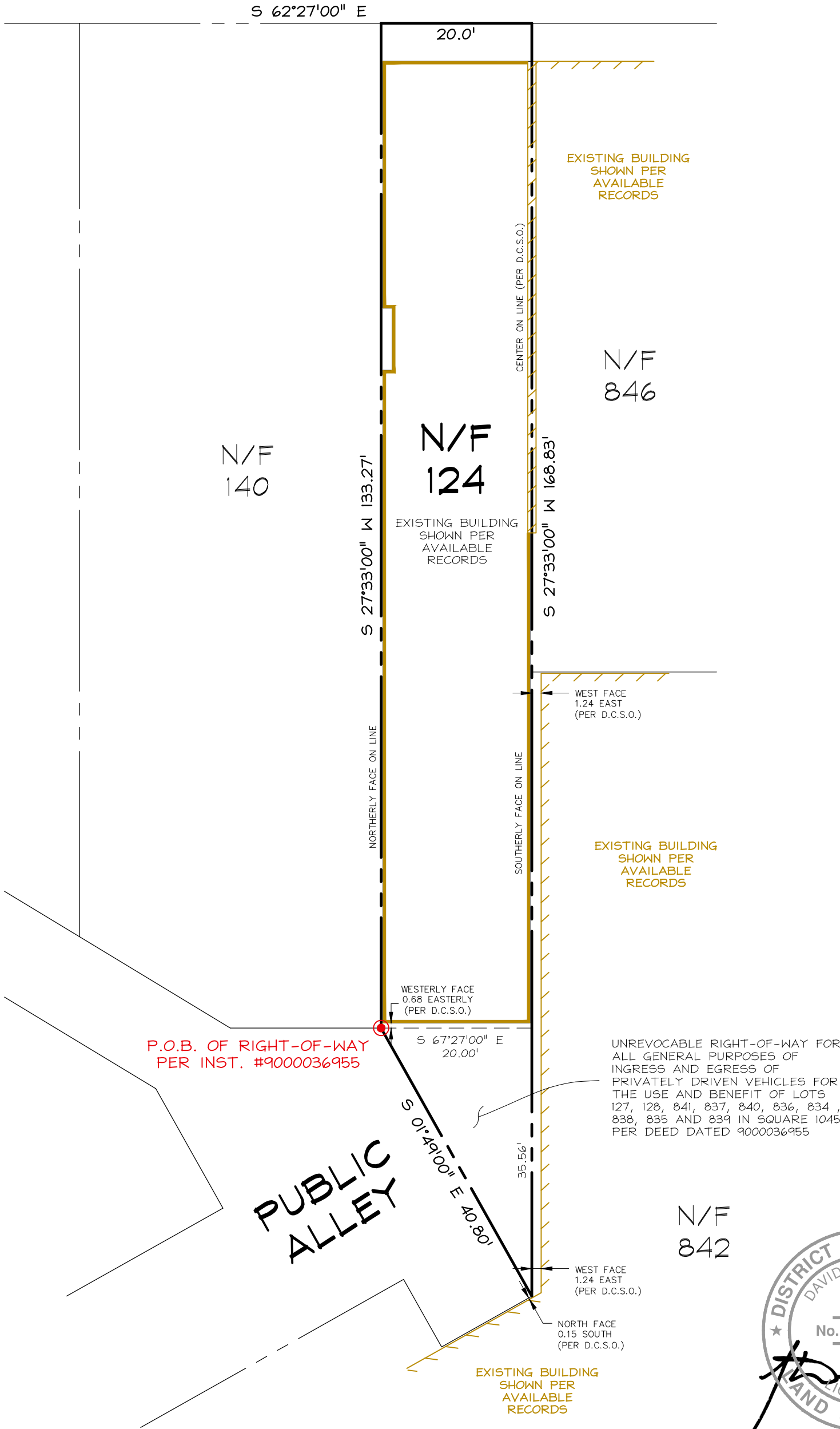
NOV 10 2022

Ida Williams

Recorder of Deeds, D.C.

Doc #: 2022116802
Filed & Recorded
11/28/2022 02:43 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50

PENNSYLVANIA AVENUE, SE



DISTRICT OF COLUMBIA
DAVID J. RITCHIE
No. LS900610
LICENSED LAND SURVEYOR

04/06/2024



CAS ENGINEERING-DC, LLC
4836 MacArthur Boulevard, NW
2nd Floor
Washington, DC 20007
(202) 393-7200 Phone
www.cas-dc.com
info@cas-dc.com
CIVIL • SURVEYING • LAND PLANNING

THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON
AVAILABLE RECORDS ONLY, NO FIELD LOCATIONS PERFORMED.



JOB NO. 20-575-DC	SCALE Not to scale
COMPUTED N/A	H.S.O. APPROVAL N/A
DRAWING JDR, 05/03/24	DRAWING REVIEW DCL, 05/06/24

Attachment 2

Letter of July 11, 2024

Jenkins Row REA, Inc.
c/o Condominium Services Inc.
4600 Duke Street #331
Arlington, VA 22304
July 11, 2024

Ms. Kafayat Husband
Resident Agent
1501 Erie St Construction LLC
407 Kentucky Avenue S.E.
Washington, D.C. 20003

Dear Ms. Husband,

I am writing on behalf of Jenkins Row REA, Inc., the owner of the Jenkins Row building at 1391 Pennsylvania Avenue SE in Washington. As our attorney, Catherine B. Harrington, advised you in a letter dated May 9, 2024, we have an easement on a portion of Lot 124 in Square 1045, the property on which 1501 Erie St Construction is erecting a structure at 1341 Pennsylvania Avenue SE. The area on which we have an easement is in the rear of your property and abuts a wood fence and brick wall that belong to Jenkins Row. As Ms. Harrington advised you, we expect your company to protect our ability to ingress and egress our property through the easement area.

After Ms. Harrington sent you the letter, someone unknown to us demarcated the easement area with paint and wrote the letters ESMT on the concrete surface. This led us to hope that our easement would be respected. However, on June 28 a truck delivered pallets of concrete block for use in construction of 1341 Pennsylvania Avenue through the public alley and deposited them within the easement area. These pallets are still in place as of today. They block an emergency exit from our building as well as interfering with our ability to access our property.

I ask that your company direct contractors working at 1341 Pennsylvania Avenue to remove the concrete blocks from the easement area. I also request that contractors and companies making deliveries to your jobsite be instructed not to use the easement area to store equipment or construction material, as this creates a potentially dangerous situation by impeding emergency access to and from our building. Thank you for attending to this.

Best wishes,

Marc Levinson

Marc Levinson
President, Jenkins Row REA, Inc.

Attachment 3

Complaint, Case No. 2025-CAB-004642

Filed in the Superior Court for the District of Columbia

**IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

JENKINS ROW REA, INC.

c/o Miles & Stockbridge P.C.
11 N. Washington Street, Suite 700
Rockville, MD 20850

Plaintiff,

v.

Case No.: 2025-CAB-004642

1501 ERIE ST CONSTRUCTION LLC

404 Kentucky Avenue S.E.
Washington, DC 20003

DC File No. L00005605073

Serve:

Kafayat Husband, Registered Agent
404 Kentucky Ave., SE
Washington, DC 20003

Judge:

and

FOLORUNSO PAUL IJITI

3505 Waterford Mill Road
Bowie, MD 20721

**ACTION INVOLVING
REAL PROPERTY**

and

KAFAYAT HUSBAND

1710 Trinidad Ave., NE #3
Washington, DC 20002

Defendants.

VERIFIED COMPLAINT TO QUIET TITLE

COMES NOW, Plaintiff Jenkins Row REA, Inc., (“Plaintiff” or “Jenkins Row REA”), by and through its undersigned attorneys of Miles & Stockbridge P.C., and hereby submits this Verified Complaint against Defendants 1501 Erie St. Construction, LLC (“1501 Erie LLC”), Folorunso Paul Ijiti (“Ijiti”), and Kafayat Husband (“Husband,” and collectively with 1501 Erie LLC and Ijiti, “Defendants”), and in support hereof states as follows:

I. NATURE OF THE ACTION

1. Plaintiff is the controlling party of the multi-unit development at 1391 Pennsylvania Ave., SE, Washington, DC (“Jenkins Row”).
2. Defendant 1501 Erie LLC owns the adjacent property at 1341 Pennsylvania Ave., SE, subject to an express easement that entitles Plaintiff to ingress and egress to and from Jenkins Row.
3. Plaintiff has by multiple letters notified Defendant 1501 Erie LLC, and its governors—Defendant Ijiti and Defendant Husband—of its interest in said easement.
4. Defendants have ignored said letters, obstructed the easement area, and manifested intent to erect a permanent structure for reserved parking contrary to the easement terms.

II. PARTIES

5. Plaintiff is a DC Non-Profit Corporation, File No. N00005061602, which is the “Controlling Party” as such term is defined in a certain “Reciprocal Easement Agreement and Declaration of Covenants, Conditions And Restrictions for the Jenkins Project” recorded in the Land Records of the District of Columbia at Instrument No. 2007121821.

6. Defendant 1501 Erie LLC is a DC Limited Liability Company, File No. L00005605073, which on information and belief is the owner of the property at 1341 Pennsylvania Ave., SE, Washington, DC, Square 1045, Lot 0124 (“1341 Pennsylvania Ave., SE”).

7. Defendant Ijiti is an individual who, on information and belief, is a member and the principal of 1501 Erie LLC, doing business in the District of Columbia and a resident of Bowie, Maryland, and an intended occupant of the property at 1341 Pennsylvania Ave., SE.

8. Defendant Husband is an individual who, on information and belief, is a member and registered agent of 1501 Erie LLC, doing business in the District of Columbia and a resident of the District of Columbia, and an intended occupant of the property at 1341 Pennsylvania Ave., SE.

9. Defendants 1501 Erie LLC, Ijiti, and Husband are hereinafter referred to collectively as “Defendants.”

III. JURISDICTION / VENUE

10. Jurisdiction is proper in this Court pursuant to, *inter alia*, D.C. Code § 11-921(a)(6).

11. Personal jurisdiction over Defendants is proper pursuant to D.C. Code § 13-422 and D.C. Code § 13-423(a)(1) and (a)(2).

IV. FACTUAL SUMMARY / BACKGROUND

12. On June 28, 1990, the property at 1341 Pennsylvania Ave., SE, was conveyed to Defendant 1501 Erie LLC's predecessors-in-title with an express right-of-way for ingress and egress reserved in perpetuity (the "Reserved Easement") over a portion of the granted property ("Easement Area") by deed recorded in the Land Records of the District of Columbia at Instrument No. 9000036955. A true and accurate copy of the June 28, 1990 deed is attached hereto as **Exhibit 1**.

13. By the same instrument, Defendant 1501 Erie LLC's predecessors-in-title expressly acknowledged receipt of one hundred years of annual payments for use of the Reserved Easement. Ex. 1.

14. Plaintiff subsequently succeeded to the relevant interest of the dominant estate.

15. On October 6, 2020, 1341 Pennsylvania Ave., was further conveyed to Defendant 1501 Erie LLC, with a deed specifying the Reserved Easement as excluded from such conveyance, re-recorded in the Land Records of the District of

Columbia at Instrument No. 2022116802 around November 28, 2022. A true and accurate copy of such re-recorded deed is attached hereto as **Exhibit 2**.

16. Thereafter, Defendants commenced construction work at 1341 Pennsylvania Ave., which construction work remains ongoing. In connection therewith, Defendants have routinely obstructed the Easement Area, demonstrated their intent to develop over the Easement Area and permanently impair Plaintiff's rights to use the same, and have trespassed upon Plaintiff's property in connection with the construction work at 1341 Pennsylvania Ave., SE.

17. On May 9, 2024, Plaintiff, by letter from counsel, advised Defendants of Plaintiff's rights with respect to the Reserved Easement and demanded "that all development in and around the Easement Area that may impair [Plaintiff's] rights cease immediately upon the receipt of this letter." A true and accurate copy of the May 9, 2024 letter is attached hereto as **Exhibit 3**.

18. Plaintiff attached to its letter of May 9, 2024, an exhibit, produced at Plaintiff's expense, clearly showing the Easement Area. Ex. 1 to Ex. 3.

19. Defendant 1501 Erie LLC did not acknowledge or respond to the May 9, 2024 letter.

20. In or about early June 2024, the Easement Area was demarcated with paint and the letters "ESMT" were written on the concrete surface.¹

¹ On information and belief, such demarcation was done by or at the direction of Defendants.

21. On or about June 28, 2024, a truck delivered concrete blocks for use in construction at 1341 Pennsylvania Ave., which were deposited within the Easement Area.

22. On July 11, 2024, Plaintiff advised Defendant 1501 Erie LLC by letter to its registered agent, Defendant Husband, that 1501 Erie LLC was interfering with Plaintiff's rights as to the Reserved Easement and requested that interference with Plaintiff's rights as to the Reserved Easement cease immediately. A true and accurate copy of the July 11, 2024 letter is attached hereto as **Exhibit 4**.

23. On May 30, 2025, an attorney purporting to represent Defendant 1501 Erie LLC contacted counsel for the Jenkins Row Unit Owners' Association seeking approval for Defendants to place a parking space within the Easement Area, thereby impairing Plaintiff's rights.

24. In connection with the construction at 1341 Pennsylvania Ave., SE, Defendants have also routinely trespassed upon Plaintiff's property. For example, on or about July 9, 2025, Defendants placed ladders and building materials on Plaintiff's property.

25. On information and belief, Defendant Ijiti and Defendant Husband plan to occupy the building under construction at 1341 Pennsylvania Ave. SE and to use the parking space personally, and in the interim intend to continue to obstruct the

Easement Area and trespass upon Plaintiff's property in connection with construction at 1341 Pennsylvania Ave., SE.

V. CLAIMS

26. Pursuant to the express easement described in various deeds to the property at 1341 Pennsylvania Ave., SE, including those attached hereto as Exhibits 1 and 2, Plaintiff and affiliated entities have an express, irrevocable right-of-way for all general purposes of ingress and egress of privately driven vehicles over the Easement Area.

VI. PRAYER FOR RELIEF

27. Plaintiff seeks declaratory and injunctive relief in the form of an Order declaring that the Defendants, and their successors, may not obstruct the Easement Area, including via temporary obstruction(s) in connection with the development of and construction at 1341 Pennsylvania Ave., may not trespass upon Plaintiff's property, including via storing building materials on Plaintiff's property, and may not erect structures on the Easement Area, occupy the Easement Area, preclude availability of the Easement Area for ingress and egress by Plaintiff or other rightful users pursuant to the terms of the Reserved Easement, or otherwise impair Plaintiff's rights with respect to the Reserved Easement and Plaintiff's property.

VERIFICATION AND AFFIDAVIT

I, Marc Levinson, President of Jenkins Row REA, Inc., being first duly sworn, state that the facts and allegations contained in the foregoing Verified Complaint are true and correct.

GIVEN under my hand this ____ day of July, 2025.

By: _____
Marc Levinson

TAKEN, SWORN, AND SUBSCRIBED TO before me this ____ day of July, 2025.

Notary Public
My Commission Expires: _____
Notary Registration No.: _____

Dated: July 17, 2025

Respectfully Submitted,

By: /s/ Catherine B. Harrington

By: /s/ Katherine A. Wilson

Catherine B. Harrington – DC Bar No. 498333

Katherine A. Wilson – DC Bar No. 1046355

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Attorneys for Plaintiff

VERIFICATION AND AFFIDAVIT

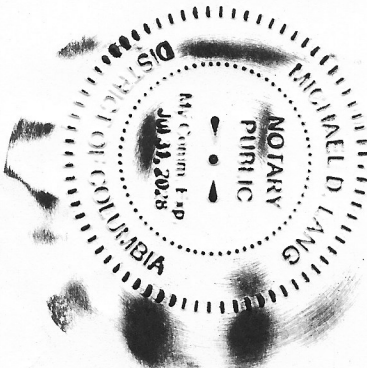
I, Marc Levinson, President of Jenkins Row REA, Inc., being first duly sworn, state that the facts and allegations contained in the foregoing Verified Complaint are true and correct.

GIVEN under my hand this 16th day of July, 2025.

By: _____

Marc Levinson

TAKEN, SWORN, AND SUBSCRIBED TO before me this _____ day of July, 2025.



Notary Public - DISTRICT OF COLUMBIA

My Commission Expires: July 31, 2028

Notary Registration No.: _____

Dated: July __, 2025

Respectfully Submitted,

By: _____

By: _____

Catherine B. Harrington – DC Bar No. 498333

Katherine A. Wilson – DC Bar No. 1046355
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