

COVENANT

27 + # 9800
EXHIBIT B(D)

KNOW ALL MEN BY THESE PRESENTS:

THIS COVENANT, made and entered into this 21st day of February, 1963, by and between Selma M. Mott, widow, (not remarried), hereinafter referred to as the party of the first part; Eva Mae Jessup, widow, (not remarried), Gladys M. Fahrney, widow, (not remarried), and Doris L. Murray, Doris Joan Fischer and Irvin Clay Murray, Jr., Trustees under the will of Irvin C. Murray, deceased, hereinafter referred to as the parties of the second part; and the DISTRICT OF COLUMBIA, a municipal corporation, hereinafter referred to as the party of the third part;

WITNESSETH:

WHEREAS, the party of the first part is the record owner in fee simple, respectively, of land situated in the District of Columbia, described as follows:

Lot 2 in Square 1971 in the subdivision of part of the tracts of land called "Addition to the Rock of Dunbarton" and "Gisor and Mount Airy" made by The Chevy Chase Land Company, as per plat recorded in Liber 87, folio 94, of the Records of the Office of the Surveyor of the District of Columbia, (and hereinafter referred to as Lot 2 in Square 1971).

WHEREAS, the parties of the second part are the record owners in fee simple of land and premises situated in the District of Columbia, described as follows:

Lot 26 in Square 1971, in the subdivision made by Cyrus M. Murray, et al, recorded in Book 131, at Page 153, in the Office of the Surveyor for the District of Columbia, (hereinafter referred to as Lot 26 in Square 1971).

WHEREAS, the said party of the first part desires to obtain from the party of the third part, permits for the erection of a building on said Lot 2, Square 1971, in conformity with the laws and regulations in force and effect in the District of Columbia; and

WHEREAS, the Zoning Regulations of the District of Columbia require the provision of parking spaces for such building on the same lot with the structure they are intended to serve; and

WHEREAS, parking spaces are available in part only on said Lot 2, Square 1971, and

WHEREAS, said party of the first part desires to set aside said Lot 26 in Square 1971 to provide an off-street parking area for the parking spaces required by the Zoning Regulations for the building to be erected upon said Lot 2 in Square 1971, and on December 21, 1962, the party of the first part and the parties of the second part appealed to the Board of Zoning Adjustment, as provided by the Zoning Regulations, for permission to provide accessory parking on said Lot 26 in Square 1971 in lieu of providing all such parking area on said Lot 2 in Square 1971, the lot upon which the main building is constructed; and

WHEREAS, on January 16, 1963 in Appeal Nos. 7096 and 7097, acting pursuant to the authority contained in Section 8207.11 of the Zoning Regulations (commonly known as the "Hardship Provision"), after public hearing held on January 9, 1963 and from the records and evidence adduced at said hearing and after inspection of the property, the Board of Zoning Adjustment found that by reason of the extraordinary and exceptional situation and condition of said Lot 26, Square 1971, that the strict application of the regulations will result in peculiar and exceptional practical difficulties to and exceptional and undue hardship upon the owners of the property and 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. The Board granted said appeal by order bearing date January 16, 1963; and

WHEREAS, the Zoning Administrator of the District of Columbia has required as a condition to the issuance of a building permit that the owners provide a covenant running with the land, reciting that the parking provided upon said Lot 26, Square 1971, will be continued for the benefit of the building to be erected on said Lot 2, Square 1971, for that use and for no other use, as long as the building is used for a hotel with offices on the

first floor or other similar use, but no longer.

NOW, THEREFORE, in consideration of the variances granted by the Board of Zoning Adjustment on January 16, 1963 in Appeals numbered 7096 and 7097, and pursuant thereto, whereby permission was granted to the party of the first part and the parties of the second part to use said Lot 26 in Square 1971, including the parking structure to be erected thereon, for the off-street parking spaces required by the Zoning Regulations of the District of Columbia for the building to be constructed upon said Lot 2 in Square 1971, the said party of the first part for herself and her successors and assigns, and the parties of the second part for themselves, their heirs, executors, administrators, devisees, grantees and assigns, do hereby covenant to and with the party of the third part and its successors as follows:

1. That the parties of the second part will, and by these presents do hereby constitute said Lot 26 in Square 1971, including the parking structure to be erected thereon, as an area for accessory passenger automobile parking spaces for the use and convenience of the occupants, invitees and guests of the motel-office building owned by the party of the first part, to be erected on said Lot 2 in Square 1971, and for no other purpose, and do further covenant that the aforesaid easement and right to use all of said Lot 26 in Square 1971 for accessory passenger automobile parking spaces shall be appurtenant to Lot 2 in Square 1971 so long as said Lot 2 in Square 1971 and the improvements thereon are used as a motel-office building or similar use requiring the providing of off-street parking spaces in accordance with the Zoning Regulations of the District of Columbia.

2. That the said parties of the second part, so long as they are owners of said Lot 26 in Square 1971, and, thereafter, each subsequent owner thereof, will at all times keep the same unobstructed and will maintain the same in a condition suitable for the purpose for which it is herewith constituted.

3. That the said Lot 26 in Square 1971 will be used for no other

purpose than for accessory passenger automobile parking spaces for the use and benefit of said Lot 2 in Square 1971.

4. That each owner and occupier of said Lot 2 in Square 1971 is hereby given a direct right to enforce all of the covenants and agreements herein as a third party beneficiary hereof.

5. That the easement herein created and covenants herein contained shall not be deemed merged or extinguished, now or in the future, because of any common ownership by the party of the first part and/or the parties of the second part, or any of their heirs, executors, administrators, devisees, grantees, successors and assigns of said Lot 2 in Square 1971 and said Lot 26 in Square 1971.

6. That every conveyance of said Lot 2 in Square 1971 and of said Lot 26 in Square 1971, or any parts thereof, including conveyance to Trustees to secure indebtedness, shall be made subject to and together with the aforesaid easement and shall contain a covenant by the grantee or grantees therein that said grantee or grantees shall be bound by, and will observe and carry out, each and every covenant made herein by said party of the first part and the parties of the second part.

7. That the covenants herein contained are, and shall be construed as, real covenants and shall run with the land and shall bind the party of the first part and the parties of the second part and their heirs, executors, administrators, devisees, grantees, successors and assigns.

IN WITNESS WHEREOF, the said parties of the first and second parts have signed their names and affixed their seals hereto as their act and deed all on the day and year first above written.

Witness:

Doyle Beshon

Marjorie Valdel

Selma M. Mott (SEAL)
SELMA M. MOTT
Party of the First Part

Witness:

Leahy D. Coe

Eva Mae Jessup (S-11)
EVA MAE JESSUP

Katherine R. Benson

Leahy D. Coe

Gladys M. Fahney (S-11)
GLADYS M. FAHNEY

Katherine R. Benson

Leahy D. Coe

Doris L. Murray (S-11)
DORIS L. MURRAY

Katherine R. Benson

Petter T. Nelson

Doris Joan Fischer (S-11)
DORIS JOAN FISCHER

Petter T. Nelson

Irvin Clay Murray, Jr. (S-11)
IRVIN CLAY MURRAY, JR.
TRUSTEES UNDER THE WILL OF
IRVIN CLAY MURRAY, DECEASED

Parties of the Second Part

DISTRICT OF COLUMBIA, ss:

I, Majors Tachel, a notary public in and for the District of Columbia, do hereby certify that Selma M. Mott, party to a certain agreement bearing date on the 26th day of February, 1963, and hereto annexed, personally appeared before me in said District, the said Selma M. Mott being personally well known to me as the person who executed the said covenant and acknowledged the same to be her act and deed.

GIVEN under my hand and seal this 1st day of March, 1963.

Majors Tachel
Notary Public, D. C.

My Commission expires:

February 14, 1968

State of Maryland County of Montgomery
Notary Public, 221

I, Katherine R. Benson, a notary public in and for the State of Maryland, do hereby certify that Eva Mae Jessup, party to a certain covenant bearing date on the 26th day of February, 1963, and hereto annexed, personally appeared before me in said State, the said Eva Mae Jessup being personally well known to me as the person who executed the said covenant and acknowledged the same to be her act and deed.

GIVEN under my hand and seal this 26 day of February, 1963.

Katherine R. Benson
Notary Public, 221

My commission expires: May 6, 1963

State of Maryland
County of Montgomery
Notary Public, 221

I, Katherine R. Benson, a notary public in and for the State of Maryland, do hereby certify that Gladys M. Fahrney, party to a certain covenant bearing date on the 26 day of February, 1963, and hereto annexed, personally appeared before me in said State, the said Gladys M. Fahrney being personally well known to me as the person who executed the said covenant and acknowledged the same to be her act and deed.

GIVEN under my hand and seal this 26 day of February, 1963.

Katherine R. Benson
Notary Public, 221

My commission expires: May 6, 1963

State of Maryland
County of Montgomery
Notary Public, 221

I, Katherine R. Benson, a notary public in and for the State of Maryland, do hereby certify that Doris L. Murray, Trustee, party to a certain covenant bearing date on the 26th day of February, 1963, and hereto annexed, personally appeared before me in said State, the said Doris L. Murray being personally well known to me as the person who executed the said covenant and acknowledged the same to be her act and deed.

GIVEN under my hand and seal this 26th day of February, 1963.

Katherine R. Benson
Notary Public, 221

My commission expires: May 6, 1963

State of Maryland

Prince George's County, SS:

I, Esther T. Nelson, a Notary Public in and for the State of Maryland, do hereby certify that Doris Joan Fischer, Trustee, one of the parties to a certain covenant bearing date on the 21st day of February, 1963, and hereto annexed, personally appeared before me in said Prince George's County, the said Doris Joan Fischer being personally well known to me as the person who executed the said covenant and acknowledged the same to be her act and deed.

GIVEN under my hand and seal this 27th day of February, 1963.

Esther T. Nelson
Notary Public, MD

My commission expires: May 6, 1963

State of Maryland

Prince George's County, SS:

I, Esther T. Nelson, a Notary Public in and for the State of Maryland, do hereby certify that Irvin Clay Murray, Jr., Trustee, one of the parties to a certain covenant bearing date on the 26th day of February, 1963, and hereto annexed, personally appeared before me in said Prince George's County, the said Irvin Clay Murray, Jr. being personally well known to me as the person who executed the said covenant and acknowledged the same to be his act and deed.

GIVEN under my hand and seal this 26th day of February, 1963.

Esther T. Nelson
Notary Public, MD

My commission expires: May 6, 1963

IN WITNESS WHEREOF, the Commissioners of the District of Columbia, appointed under the Act of Congress entitled "An Act Providing a Permanent Form of Government for the District of Columbia", approved June 11, 1878, having first considered and approved the foregoing covenant, sitting as a board, have directed the execution thereof in the name of said District of Columbia, by their Secretary, who has hereunto set his hand and affixed the seal of the District of Columbia hereto under authority of the Act of Congress entitled "An Act to Relieve the Commissioners of the District of Columbia of Certain Ministerial Duties", approved February 11, 1932.

DISTRICT OF COLUMBIA
(A Municipal Corporation)

WITNESS:

Alice P. Benton

By [Signature]
Secretary
Board of Commissioners, D.C.

DISTRICT OF COLUMBIA, SS:

I, Letitia L. Leizer, a Notary Public in and for the District of Columbia, do hereby certify that C. M. Thornett, who is personally well known to me as the person named as Secretary to the Commissioners of the District of Columbia in the foregoing covenant bearing date on the 26th day of February, 1963, and hereunto annexed, personally appeared before me in said District, and as Secretary aforesaid, and by virtue of the authority in him vested acknowledged the same to be the act and deed of the Commissioners of the District of Columbia.

GIVEN under my hand and seal this 5th day of March 1963.

Letitia L. Leizer
Notary Public, D. C.

My commission expires: February 7,
1967.


APPROVED AS TO FORM


[Signature]
Assistant Corporation Counsel

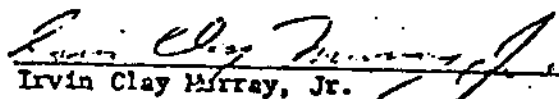
hereto that there shall be no liability on the part of the said Doris L. Murray, Doris Joan Fischer and Irvin Clay Murray, Jr., Trustees under the Will of Irvin C. Murray, deceased, Eva Mae Jessup and Gladys M. Fahrney for the payment of the debt secured or any part thereof, or for any charge, commission, counsel fees, expense or other thing or reason herein said forth, or for any other financial obligations in connection with said debt or loan, or for the performance of any of the covenants herein contained, it being the intention of the parties hereto that the said Doris L. Murray, Doris Joan Fischer, and Irvin Clay Murray, Jr., Trustees under the Will of Irvin C. Murray, deceased, Eva Mae Jessup and Gladys M. Fahrney, join in the execution of this instrument for the sole purpose of subordinating said loans to the lien^{of} this deed of trust and for that purpose of conveying the legal title to said Lot 26 in Square 1971 to the Trustees as security for the debt secured, but without assuming any financial liability in connection therewith for any reason whatsoever.

Witness the hands and seals of the parties hereto 7th day of March, 1963.



Alfred B. Bornstein (SEAL)


Doris L. Murray (SEAL)


Doris Joan Fischer (SEAL)


Irvin Clay Murray, Jr.
Trustees under Will of Irvin C. Murray, dec'd.


Eva Mae Jessup (SEAL)


Gladys M. Fahrney (SEAL)