Z.C. Form #1 (5-93)

ZONING COMMISSION OF THE DISTRICT OF COLUMBIA

APPLICATION TO AMEND THE ZONING MAP

Before filling out this form, please see the instructions on the reverse side. Print or type all information unless otherwise indicated.

In accordance with the provisions of Section 102 of the Zoning Regulations, request is hereby made for an amendment to the Zoning Map as follows:

Square No.	Lot Nos.	Existing Zoning	Requested Zoning
1448N	803	None	R-5-A

Address or description of the premises:

8.54 acres of land situate in the District of Columbia being a portion of the original acquisition of lands for the Delcarlia Reservoir of the Washington Aqueduct and more particularly described in Exhibit A attached hereto.

Area of the Site: _____ square feet or acres: + - 8.54

Baist Atlas No. _____, Page _____.

The above information and attached documents are true to the best of my knowledge.

J. Price

Owner's Signature (Representative)

5-30-02

Date

Lucy Webb Hayes National Training School for Deaconesses and Missionaries, d/b/a Sibley Memorial Hospital

Owner's Printed Name

Person(s) to be notified of all actions:

Jerry Price, F.A.C.H.E.

Name

202-537-4680

Telephone Number

Sibley Memorial Hospital
5255 Loughboro Road, NW

Address

Washington, DC

City

20016

Zip Code

DO NOT WRITE BELOW THIS LINE

Date Received:

Date Accepted: _____

Z.C. Case No. _____

ZONING COMMISSION
District of Columbia
Case 02-29
Exhibit 1

ZONING COMMISSION
District of Columbia
CASE NO.02-29
EXHIBIT NO.1

INSTRUCTIONS

Any request for an amendment to the Zoning Map that is not completed in accordance with the following instructions cannot be accepted. Applications shall be filed in the Office of Zoning, Suite 210, 441 Fourth Street, N.W., Washington, D.C. 20001. Applications will be received between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. Applications will not be accepted until they have been reviewed by the Secretary to the Zoning Commission, to insure that they are complete. . Applicants will be notified by mail when their applications are accepted.

A completed application shall consist of the following:

1. The original of Zoning Commission Form No. 1, properly completed and signed by the owners of all property involved in the application. (Where more than one ownership is involved, use a separate copy of Form #1 for each ownership). In addition to the original form, submit twenty (20) copies.

2. Twenty (20) copies of a statement clearly setting forth the reasons for the requested map amendment. Additional information, exhibits, or photographs may be attached, if desired, provided they are no larger than this form.

3. Copies of a key map (photocopy of the Zoning Map on 8 1/2" x 11" paper), showing the subject property outlined in red and the zoning of the surrounding area. Appropriate maps are available in the Office of Zoning.

4. A certified plat of survey of the subject property prepared by the D.C. Office of the Surveyor.

5. Twenty copies of a plat plan drawn at a scale of 80 feet to the inch. It shall be drawn to show all current lot lines for the square within which the subject property lies and drawn to show all boundary lines of each square for a one-square radius around the subject square. All street names and square and lot numbers shall be indicated. The source of reference shall be indicated and a bar scale must be drawn.

6. Non-refundable filing fee of $250.00 (make check or money order payable to the D.C. Treasurer; no cash).

All applications that are accepted for filing will be processed in accordance with Chapter 30 of the District of Columbia Municipal Regulations (DCMR), Title 11, Zoning (Rules of Practice and Procedure before the Zoning Commission for the District of Columbia).

DISTRICT OF COLUMBIA GOVERNMENT
OFFICE OF THE SURVEYOR

Washington, D.C., July 3, 2002

Plat for Building Permit of SQUARE N-1448 LOT 803

Scale: 1 Inch = 120 feet Recorded in A & T Book Pages 3805 & 3805-A

Receipt No. 009478

Furnished to: CRAIG ELLIS

Surveyor, D.C.

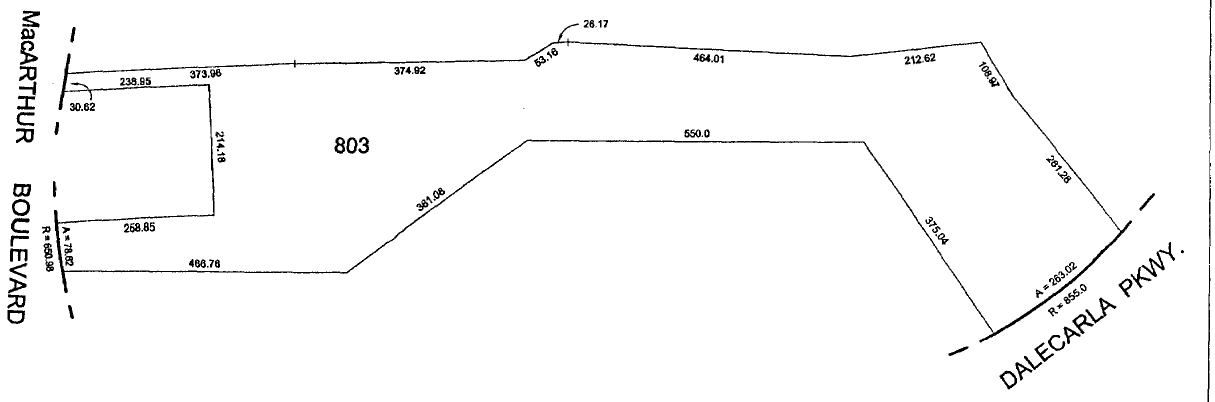
By: L.E.S.

I hereby certify that all existing improvements shown hereon, are completely dimensioned, and are correctly platted; that all proposed buildings or construction, or parts thereof, including covered porches, are correctly dimensioned and platted and agree with plans accompanying the application; that the foundation plans as shown hereon is drawn, and dimensioned accurately to the same scale as the property lines shown on this plat;and that by reason of the proposed improvements to be erected as shown hereon the size of any adjoining lot or premises is not decreased to an area less than is required by the Zoning Regulations for light and ventilation; and it is further certified and agreed that accessible parking area where required by the Zoning Regulations will be reserved in accordance with the Zoning Regulations, and that this area has been correctly drawn and dimensioned hereon. It is further agreed that the elevation of the accessible parking area with respect to the Highway Department approved curb and alley grade will not result in a rate of grade along centerline of driveway at any point on private property in excess of 20% for single-family dwellings or flats, or in excess of 12% at any point for other buildings. (The policy of the Highway Department permits a maximum driveway grade of 12% across the public parking and the private restricted property.)

Date: _____

_____
(Signature of owner or his authorized agent)

NOTE: Data shown for Assessment and Taxation Lots or Parcels are in accordance with the records of the Department of Finance and Revenue, Assessment Administration, and do not necessarily agree with deed description.



QUITCLAIM DEED

WHEREAS, pursuant to Section 348 of Public Law 106-541, the Secretary of the Army has authority to convey and with this deed conveys to Lucy Webb Hayes Training School for Deaconesses and Missionaries Conducting Sibley Memorial Hospital of the City of Washington, District of Columbia, an 8.54-acre parcel, as described in Exhibit A and as shown on Exhibit B, both being attached hereto and therefore made a part hereof, together with all of the improvements contained thereon (the "Property") located in the City of Washington, District of Columbia.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that the UNITED STATES OF AMERICA (the "Grantor"), acting by and through the Deputy Assistant Secretary of the Army, Installations and Housing (I&H), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (the "Army"), in consideration of THREE MILLION ONE HUNDRED SIXTY FIVE THOUSAND and 00/100 DOLLARS ($3,165,000.00) cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, remise, release, and forever quitclaim unto the LUCY WEBB HAYES TRAINING SCHOOL FOR DEACONESSES AND MISSIONARIES CONDUCTING SIBLEY MEMORIAL HOSPITAL (hereinafter "Sibley") (the "Grantee"), a body corporate, and existing under the laws of the City of Washington, District of Columbia ("District"), having its principal place of business at 5255 Loughboro Road, NW, Washington, DC 20016, and its successors and assigns all its right, title, and interest in and to the Property, located in the City of Washington, District of Columbia, more particularly described in Exhibit A, and as shown in Exhibit B, for medical care and the parking of vehicles only. The area restricted to the parking of vehicles only, including any structures related thereto, is the portion of the parcel that lies between the Washington Aqueduct and Little Falls Road and is shown in Exhibit B.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees," respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

SUBJECT TO the following additional restrictions, covenants, conditions, and reservations:

1. **CERCLA COVENANT AND ACCESS CLAUSE:** Pursuant to Sections 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Grantor has identified, in the Finding of Suitability to Transfer (FOST), a copy of which has been provided to the Grantee, the Property as real property on which no hazardous substances and no petroleum products or their derivatives were stored for one year or more, or known to have been released or disposed of.

(a) The Grantor covenants and warrants to the Grantee and its successors in interest that in the event that any response action or corrective action is found to be necessary after the date of this conveyance directly attributable to Army activities and as a result of hazardous substances or petroleum products contamination existing on the Property prior to the date of this conveyance, such response action or corrective action shall be conducted by the Grantor.

(b) This covenant shall not apply in any case in which a person or entity to whom all or a portion of the Property is transferred is a potentially responsible party with respect to the Property.

(c) The Grantor hereby reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of this conveyance at such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property. In exercising this access easement, except in case of imminent endangerment to human health or the environment, the Grantor shall give the Grantee, or the then record owner, reasonable prior notice. Grantee assumes no liability to the Grantee, its successors or assigns, or any other person, should remediation of the Property interfere with the use of the Property. The Grantee shall not, through construction or operation/maintenance activities, interfere with any remediation or response action conducted by the Grantor under this paragraph. The Grantee, the then record owner, and any other person shall have no claim against the Grantor or any of its officers, agents, employees or contractors solely on account of any such interference resulting from such remediation.

2. PROPERTY CONVEYED.

The Property includes the fee rights to the Property as described in Exhibit A and all of the improvements contained therein together with all hereditaments and tentements therein and reversions, remainders, issues, profits, and other rights belonging or related thereto, subject however to all existing easements, including but not limited to, rights-of-way for highways, pipelines, and public utilities, if any, whether of public record or not.

3. RESERVED ROAD EASEMENT.

There is reserved to the Grantor, its successor and assigns a perpetual and assignable right-of-way for a road as more particularly described in Exhibit C and shown in Exhibit D attached hereto and made a part hereof, including the right to maintain and improve such road.

4. RESTRICTIONS ON USE.

The portion of the Property that lies between Washington Aqueduct and Little Falls Road shall only be used for the parking of motor vehicles and any structure constructed on this portion of the Property shall only be used for the parking of motor vehicles and for no other purposes. This area is shown in Exhibit B. This restriction shall be binding on the Grantee, its successors and assigns.

5. AGREEMENT ON LIMITATION OF RIGHT TO BRING LEGAL CHALLENGES.

The Grantee hereby agrees for itself and its successors and assigns that it will not raise any legal challenge in any forum, including Courts of Law or Equity, or Administrative bodies of any kind or nature, to the operations of the Washington Aqueduct or any successor organization, the basis of which arises from the impact such operations have had, are having, or will have on the activities conducted by the Grantee, its successors and assigns on the property herein conveyed.

6. HOLD HARMLESS AND INDEMNIFICATION.

The Grantee, its successors and assigns agrees to hold the Grantor, its successors and assigns, and their officers and employees harmless from any and all claims and liabilities of whatever nature arising from the Grantee's activities with respect to activities carried out on the Property herein conveyed. The Grantor shall be responsible for all claims and liabilities of whatever nature arising from the Grantor's activities carried out on the Property prior to the date of the conveyance on the property herein conveyed.

7. NO WARRANTIES.

Except as otherwise expressly provided for in this Deed or under Federal law, the Property is being conveyed "As is" and "Where Is" without any representations, warranties, or guarantees as to quantity, quality, title, character, condition, size or kind, or that the Property is in a condition or fit to be used for the purpose for which it is intended, and the conveyance will be without any obligation on the part of the Grantor to make any alterations, repairs, or additions to the Property.

8. NOTICE OF NON-DISCRIMINATION.

Non-Discrimination. With respect to activities related to the property, the Grantee hereby agrees that it will comply with the requirements of Title VI of the Civil Rights Act of 1964 (Public Law No. 88-352) and all requirements imposed by or pursuant to the regulations issued pursuant to the Act and now in effect, to the end that, in accordance with said Act and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to the property of the Grantee, its successors of assigns.

9. ANTI-DEFICIENCY ACT.

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (I&H) and the seal of the Department of the Army to be hereunto affixed this 10th day of April, 2002.

UNITED STATES OF AMERICA

BY: _____
Joseph W. Whitaker
Deputy Assistant Secretary of the Army
(Installations and Housing)
(OASA(I&E))

Signed and sealed and delivered in the presence of:

Witness: _____

Witness: _____

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30th day of November, 2002, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army (Installations and Housing), whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 10th day of April, 2002, and acknowledged the same for and on behalf of the United States of America.

_____
Notary Public

ACCEPTANCE: The Lucy Webb Hayes Training School for Deaconesses and Missionaries Conducting Sibley Memorial Hospital, City of Washington, District of Columbia, does hereby accept and approve this Quitclaim Deed and agrees to all of the terms and conditions thereof as of the 19 day of December 2001.

LUCY WEBB HAYES TRAINING SCHOOL FOR DEACONESSES AND MISSIONARIES CONDUCTING SIBLEY MEMORIAL HOSPITAL

BY: Robert L. Sloan

ROBERT L. SLOAN
Chief, Executive Officer

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

I, the undersigned, a Notary Public in and for the City of Washington, District of Columbia, whose commission as such expires on the 14th day of April 2002, do certify that this day personally appeared before me in the City of Washington, District of Columbia, ROBERT L SLOAN, whose name is signed to the foregoing instrument and acknowledged the foregoing to be his/~~her~~ free act and deed, dated this 19th day of December 2001, and acknowledged the same for and on behalf of the Lucy Webb Hayes Training School For Deaconesses and Missionaries Conducting Sibley memorial Hospital.

Notary Public

Legal Description

Portion of the Original Reservation - Fee Disposal

All that certain tract, piece or parcel of land situate in the District of Columbia being a portion of the original acquisition of lands for the Dalecarlia Reservoir of the Washington Aqueduct lands now owned by the United States of America and more particularly bounded and described as follows:

Beginning at a point in the westerly right-of-way line of Dalecarlia Parkway said point being a corner common to lands now owned by the United States of America and lands now or formerly owned by Sibley Memorial Hospital in Tax Square 1448N (Book 175, Page 102); thence leaving said Dalecarlia Parkway and running and binding along the division line of said lands of the United States of America and Sibley Memorial Hospital the following courses and distances:

North 35° 05' 40" West 375.04 feet,
South 89° 59' 30" West 550.00 feet,
South 53° 48' 00" West 361.08 feet,
South 89° 59' 30" West 466.76 feet to a point in the easterly right-of-way line of Mac Arthur Boulevard, said point being another corner common to said lands of the United States of America and Sibley Memorial Hospital; thence leaving said lands of Sibley Memorial Hospital and running and binding along said easterly right-of-way line of MacArthur Boulevard,

By a curve to the right 78.62 feet, said curve having a radius of 650.98 feet and subtended by a chord bearing North 06° 17' 20" West 78.57 feet; thence leaving said MacArthur Boulevard and severing said lands of the United States of America by the following courses and distances:

North 87° 18' 21" East 258.85 feet,
North 02° 49' 16" West 214.18 feet,
South 87° 09' 00" West 238.95 feet to another point in said easterly right-of-way line of MacArthur Boulevard: thence, running and binding along said easterly right-of-way line of Mac Arthur Boulevard,

North 08° 41' 30" East 30.62 feet; thence leaving said MacArthur Boulevard and continuing to sever said lands of the United States of America the following courses and distances:

North 87° 09' 00" East 373.96 feet,
North 88° 42' 48" East 374.92 feet,
North 56° 53' 40" East 53.16 feet,
North 86° 00' 15" East 26.17 feet,
South 87° 24' 50' East 464.01 feet,
North 83° 34' 31" East 212.62 feet,
South 30° 16' 12" East 108.97 Feet,
South 38° 30' 23" East 281.28 feet to a point in the westerly right-of-way line of Dalecarlia Parkway; thence, running and binding along said westerly right-of-way line of Dalecarlia Parkway,

EXHIBIT A

By a curve to the right 263.02 feet, said curve having a radius of 855.00 feet and being subtended by a chord bearing South 51° 39' 18" West 261.98 feet, to the place of beginning, containing 8.54 acres, more or less.

The above described parcel contains the following described area to be reserved for a perpetual road easement .

Tract 117E Perpetual Road Easement Reserved in Fee Disposal

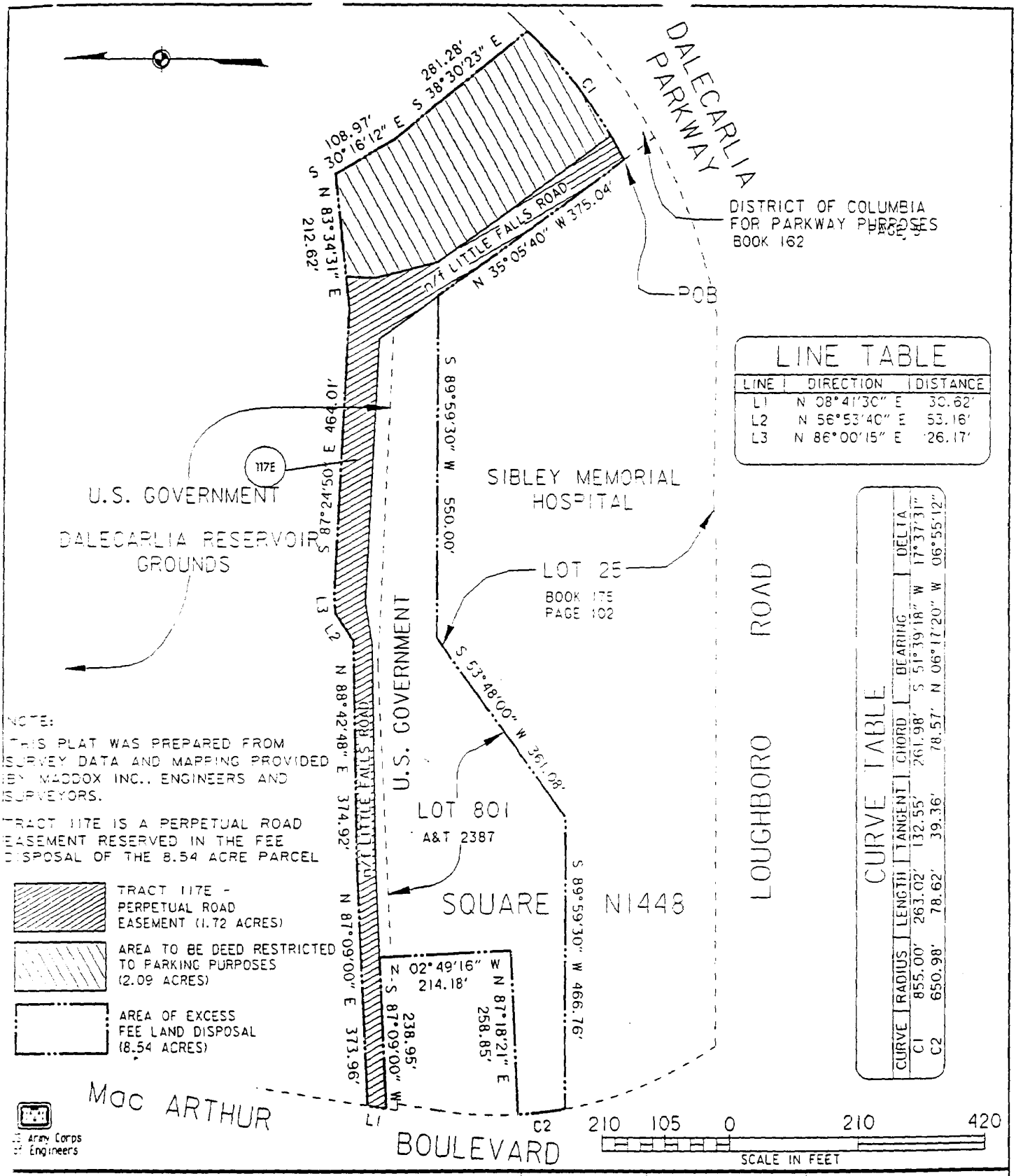
All that certain tract, piece or parcel of land situate in the District of Columbia being a portion of the original acquisition of lands for the Dalecarlia Reservoir of the Washington Aqueduct lands now owned by the United States of America and more particularly bounded and described as follows:

Beginning at a point in the westerly right-of-way line of Dalecarlia Parkway said point being a corner common to lands now owned by the United States of America and lands now or formerly owned by Sibley Memorial Hospital in Tax Square 1448N (Book 175, Page 102); thence leaving said Dalecarlia Parkway and crossing said the above described lands the following courses and distances:

North 35° 05' 40" West 494.36 feet,
North 87° 24' 50" West 423.88 feet,
South 81° 08' 00" West 69.56 feet,
South 88° 42' 48" West 367.50 feet,
South 87° 09' 00" West 379.68 feet,
North 08° 41' 30" East 30.62 feet,
North 87° 09' 00" East 373.96 feet,
North 88° 42' 48" East 374.92 feet,
North 56° 53' 40" East 53.16 feet,
North 86° 00' 15" East 26.17 feet,
South 87° 24' 50" East 464.01 feet,
North 83° 34' 31" East 50.62 feet,
South 02° 35' 10" West 46.46 feet,
South 13° 38' 12" East 107.83 feet,
South 35° 05' 40" East 347.97 feet to a point on a curve; thence,

By a curve to the right 44.10 feet, said curve having a radius of 855.00 feet and being subtended by a chord bearing South 58°59'32" West 44.10 feet, to the place of beginning, containing 1.72 acres, more or less.

The bearings used herein are referenced to a survey by Maddox Inc., Engineers and Surveyors, as depicted on a plat entitled" Sketch Showing Area of Acquisition Sibley Memorial Hospital and dated May 2000.



NOTE:

THIS PLAT WAS PREPARED FROM SURVEY DATA AND MAPPING PROVIDED BY MADDOX INC., ENGINEERS AND SURVEYORS.

TRACT 117E IS A PERPETUAL ROAD EASEMENT RESERVED IN THE FEE DISPOSAL OF THE 8.54 ACRE PARCEL

TRACT 117E - PERPETUAL ROAD EASEMENT (1.72 ACRES)

AREA TO BE DEED RESTRICTED TO PARKING PURPOSES (2.09 ACRES)

AREA OF EXCESS FEE LAND DISPOSAL (8.54 ACRES)

U.S. Army Corps of Engineers

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 08°41'30" E	30.62'
L2	N 56°53'40" E	53.16'
L3	N 86°00'15" E	26.17'

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	855.00'	263.02'	132.55'	261.98'	S 51°39'18" W	17°37'31"
C2	650.98'	78.62'	39.36'	78.57'	N 06°17'20" W	06°55'12"

EXHIBIT B

LEGEND

- DISPOSAL BOUNDARY
- TRACT BOUNDARY
- EXTENDED PROPERTY LINE
- (117E) TRACT NUMBER

SQUARE / LOT NO.: N1448 /	PROPERTY LOCATION PLAT	U.S. ARMY ENGINEER DISTRICT CORPS OF ENGINEERS BALTIMORE, MARYLAND
ESTATE TYPE: PERPETUAL ROAD EASEMENT		WASHINGTON AQUEDUCT PORTION OF THE ORIGINAL DALECARLIA RESERVOIR WASHINGTON, D.C.
LAND OWNER: U.S.A		
SQUARE FEET: 78,190	ACRES: 1.72	
JURISDICTION: DISTRICT OF COLUMBIA	SCALE: AS SHOWN	TRACT NO. -

Dalecarlia Reservoir
Washington Aqueduct
Portion of the Original Reservation

Tract 117E Perpetual Road Easement Reserved in Fee Disposal

All that certain tract, piece or parcel of land situate in the District of Columbia being a portion of the original acquisition of lands for the Dalecarlia Reservoir of the Washington Aqueduct lands now owned by the United States of America and more particularly bounded and described as follows:

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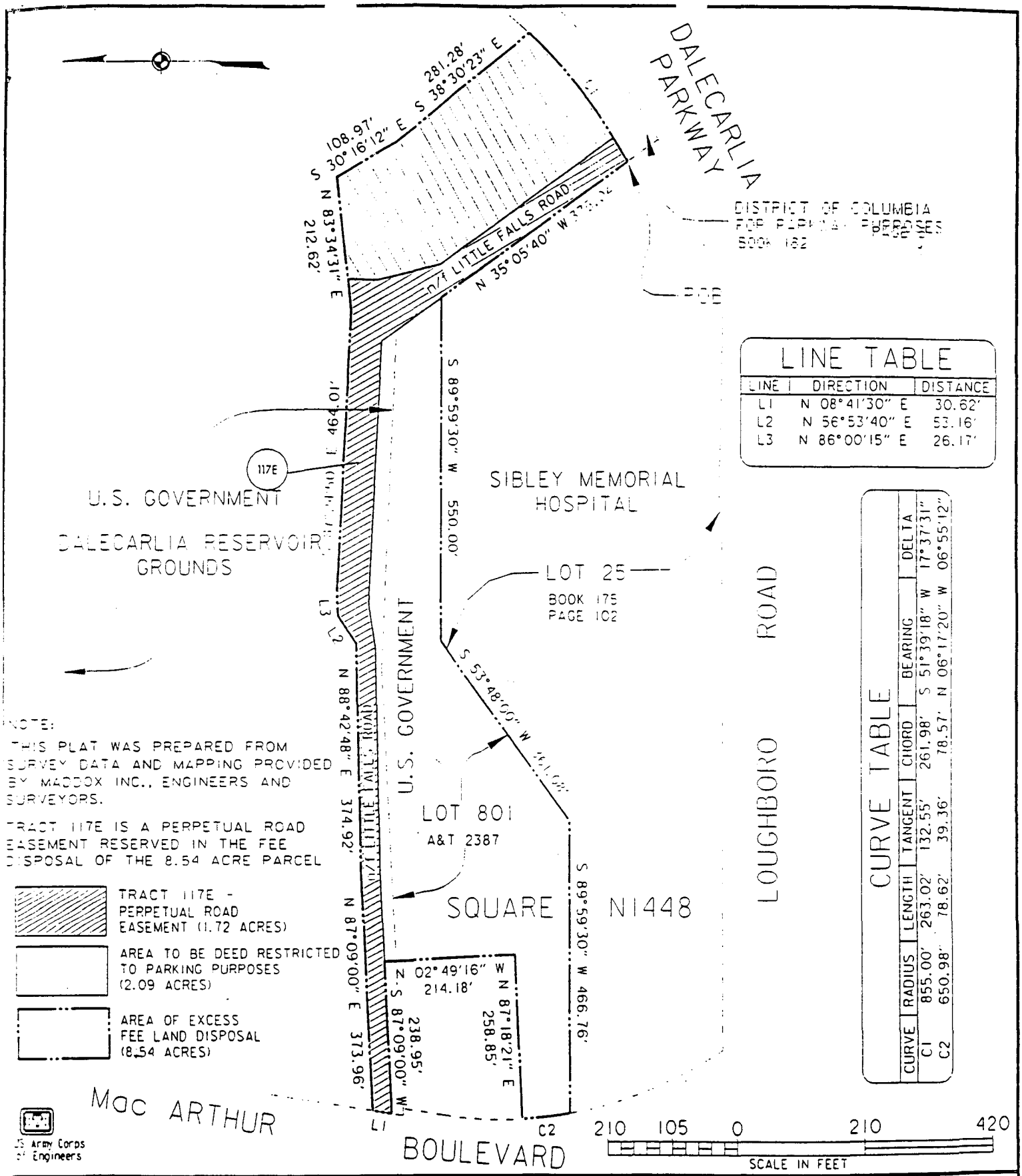
The bearings used herein are referenced to a survey by Maddox Inc., Engineers and Surveyors, as depicted on a plat entitled" Sketch Showing Area of Acquisition Sibley Memorial Hospital and dated May 2000.

EXHIBIT C

ROAD EASEMENT

A perpetual and assignable easement and right-of-way in, on, over and across the land described in Exhibit C (Tract No. 117E) for the location, construction, operation, maintenance, alteration replacement of (a) road(s) and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the owners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land at the locations indicated in Exhibit D, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

EXHIBIT C



NOTE:

THIS PLAT WAS PREPARED FROM SURVEY DATA AND MAPPING PROVIDED BY MADDOX INC., ENGINEERS AND SURVEYORS.

TRACT 117E IS A PERPETUAL ROAD EASEMENT RESERVED IN THE FEE DISPOSAL OF THE 8.54 ACRE PARCEL

TRACT 117E - PERPETUAL ROAD EASEMENT (1.72 ACRES)

AREA TO BE DEED RESTRICTED TO PARKING PURPOSES (2.09 ACRES)

AREA OF EXCESS FEE LAND DISPOSAL (8.54 ACRES)

US Army Corps of Engineers

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CURVE TABLE

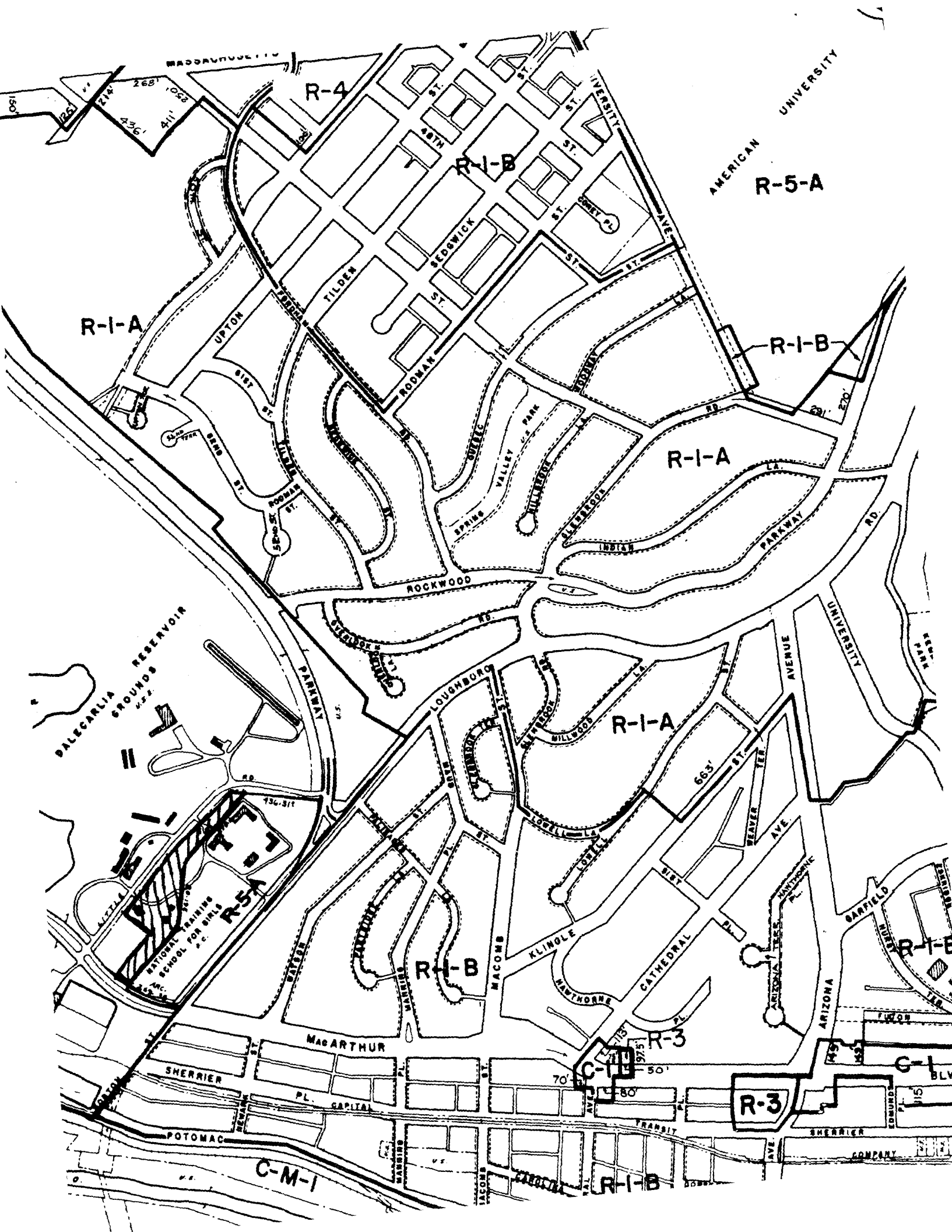
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C2	650.98'	78.62'	39.36'	78.57'	N 06°17'20" W	06°55'12"

EXHIBIT D

LEGEND

- DISPOSAL BOUNDARY
- TRACT BOUNDARY
- EXTENDED PROPERTY LINE
- (117E) TRACT NUMBER

SQUARE / LOT NO. : N1448 /	PROPERTY LOCATION PLAT	U.S. ARMY ENGINEER DISTRICT CORPS OF ENGINEERS BALTIMORE, MARYLAND
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LAND OWNER: U.S.A		
SQUARE FEET: 78,190	ACRES: 1.72	
JURISDICTION: DISTRICT OF COLUMBIA	SCALE: AS SHOWN	TRACT NO. : 117E
	DATE: 18 JAN 2001	


R-4
R-1-B
R-5-A
R-1-A
R-1-B
R-1-A
R-1-A
R-1-B
R-5-A
R-3
C-1
R-3
C-1
C-M-1
R-1-B
MASSACHUSETTS
AMERICAN UNIVERSITY
38TH ST.
SEDGWICK ST.
UNIVERSITY AVE.
CONNECTICUT AVE.
UPTON ST.
TILDEN ST.
ROCKWOOD PKWY.
ROCKWOOD PARKWAY
SPRING VALLEY PARK
WILLARD AVE.
LOUGHBORO RD.
MILLWOOD LA.
LOUGHBORO LA.
LOVELL LA.
MACOMB ST.
KLINGLE ROAD
CATHEDRAL PL.
HAWTHORNE PL.
ARIZONA AVE.
GARFIELD ST.
MacARTHUR BLVD.
SHERRIER PL.
CAPITAL TRANSIT CO.
POTOMAC AVE.
PALISADES RESERVOIR
PALEGARLIA GROUNDS
NATIONAL TRAINING SCHOOL FOR GIRLS
WISCONSIN AVE.
MASSACHUSETTS AVE.
268'
214'
436'
411'
663'
97.5'
70'
50'
80'
115'
231'
270'