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June 19, 2003

VIA HAND DELIVERY

Carol Mitten
Chairperson, Zoning Commission of the District of Columbia
441 4th Street, N.W.
Suite 210S
Washington, DC 20001

Re: **Zoning Commission Case No. 03-04PUD**
The Meridian Hill Condominiums

Dear Chairperson Mitten and Members of the Commission:

Pursuant to the Commission's decision to "set-down" the above-mentioned consolidated planned unit development ("PUD"), enclosed please find 20 copies of the pre-hearing statement of the Belmont Partnership, LLP ("Applicant") and 2 sets of 24" by 36" architectural drawings. A check for the applicable hearing fee is also attached to this letter.

The Applicant respectfully requests that the Zoning Commission schedule a public hearing on this application as soon as possible.

Sincerely,

GRIFFIN, FARMER & MURPHY, LLP

By: _____
Jonathan L. Farmer

Enclosures

cc: Advisory Neighborhood Commission 1B
Maxine Brown-Roberts, Office of Planning
Ward 1 Council Member Jim Graham

ZONING COMMISSION
District of Columbia
Case 03-04
Exhibit 15

ZONING COMMISSION
District of Columbia
CASE NO.03-04
EXHIBIT NO.15

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Meridian Hill Condominiums
Washington, DC
A Planned Unit Development



Owner

Belmont Partnership, LLP

Developer
The Bozzuto Group

Architects
SK&I Architectural Design Group

Civil Engineer
Loiderman Soltesz Associates

Economic Consultant
MarketSmart

Traffic Consultant
Grove Slade Associates, Inc.

Land Use Counsel
Griffin, Farmer & Murphy, LLP

Meridian Hill Condominiums

Pre-Hearing Supplemental
Statement of the Applicant
to the
District of Columbia Zoning Commission
for a Consolidated Planned Unit Development

PREFACE

This pre-hearing statement is submitted by Belmont Partners, LLC, on behalf of Bozzuto Holdings, LLC and George H. Purcell (the "Applicant"), to the Zoning Commission of the District of Columbia for the consolidated review and one-step approval of a Planned Unit Development (PUD) at 1437 thru 1451 Belmont Street, N.W. (Square 2661, Lots 54, 215, 216, and 860). The subject property is currently occupied by the Pitts Motel, a now vacant structure. The Applicant proposes to raze the existing Pitts Motel and develop a 105-unit residential facility, featuring a 165-space on-site parking garage. The Zoning Commission set this case down for a public hearing on April 14, 2003.

The subject property is zoned as R-5-B. The Applicant requests a waiver, in accordance with Zoning Regulation Section 2401.2, from the requirement of a minimum of one (1) acre of land to develop a PUD in an R-5-B District. The lot size of the subject property is 42,750 square feet, only 810 square feet less than an acre. The Applicant also requests that the Zoning Commission grant relief from the setback and height requirements pursuant to Zoning Regulation Section 2405.7 for the roof structure of the proposed development.

Since the initial PUD Application was filed on January 17, 2003, the Applicant has continued to work with the community, the Advisory Neighborhood Commission ("ANC") 1B and the District of Columbia Office of Planning to further develop this project and the amenities package provided herein. The Applicant is pleased to inform the Zoning Commission that it has received the support of ANC 1B, which has adopted a resolution in support of this PUD project.

After discussions with the ANC, local community members and representatives of the District of Columbia Office of Planning, the Applicant provides the following materials to this pre-hearing statement, which supplements those materials included in the original PUD

Application:

1. A revised roof plan;
2. A detailed drawing of the garage entrance on Belmont Street;
3. A sample layout of condominium units;
4. A traffic analysis that addresses the use of the alley behind the subject property;
5. A draft first source employment agreement;
6. A draft construction management plan; and
7. Draft agreements between the applicant and The Garnet-Patterson Middle School and the Metropolitan Police Boys and Girls Club Clubhouse Number 10;

These additional materials supplement the project amenities and public benefits package proposed by the Applicant. This pre-hearing statement complies with all filing requirements under Chapter 30 of the Zoning Regulations.

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I. INTRODUCTION

A. Summary of Requested Action

The following Supplemental Pre-hearing Statement and attached documents (the "Pre-hearing Statement") support the application of Belmont Partners, LLC, the owner of the subject property (the "Applicant"), to the Zoning Commission for the District of Columbia (the "Zoning Commission") for the consolidated review and one-step approval of a Planned Unit Development ("PUD"). The proposed PUD is for a condominium building, The Meridian Hill Condominiums, to be located on the north side of Belmont Street between 14th and 15th Streets in the Columbia Heights neighborhood of the Northwest quadrant of the District of Columbia.

This Pre-hearing Statement provides additional information to the Applicant's original PUD Application and supporting statement and documents, including architectural plans and drawings, filed with the Zoning Commission on January 17, 2003 (the "PUD Application"). The PUD Application sets forth in detail the proposed development, project design, public benefits and project amenities and is consistent with the Comprehensive Plan and Ward 1 Plan.

Since the submission of the PUD Application, the Applicant has worked diligently with the community, ANC 1B and the District of Columbia Office of Planning to improve the proposed project. This Pre-hearing Statement sets forth in detail the modifications and additions to the project that resulted from continuing dialogue with the community, the ANC and the Office of Planning. This Pre-hearing Statement also includes further details of public benefits and project amenities, a traffic study that addresses the impact on the alley to the north of the subject property, a more detailed drawing of the roof plan, and condominium unit floor plans. These improvements to the project are discussed herein.

B. Applicant

The Applicant is Belmont Partners, LLC, a partnership of Bozzuto Holdings, LLC and George H. Purcell.

Bozzuto Holdings, LLC is a wholly owned subsidiary of The Bozzuto Group, a full-service real estate company headquartered in Greenbelt, Maryland. In addition to homebuilding, the firm is active in development, management, landscaping, construction, and mortgage services. The firm, its principals and subsidiaries have been recognized with numerous industry honors, including the National Association of Home Builders' Pillars of the Industry awards for Multifamily Builder of the Year (1998) and Property Management Company of the Year (2000); regionally, the company has been recognized as Builder of the Year (five times), Environmental Builder of the Year and Environmental Developer of the Year. For more information, please visit the company's Web site at www.bozzuto.com.

George H. Purcell is the former owner and operator of the Pitts Motel and is a real estate investor in the District of Columbia.

C. Zoning Analysis

The proposed development's building characteristics comply with PUD regulations for the R-5-B zoning district. Thus, there is no request for an amended zone district. However, the total square footage of the lots for the proposed building is 42,750 square feet–810 square feet less than an acre. In conjunction with this Pre-hearing Statement, the Applicant requests a waiver of minimum lot size in accordance with § 2401.2 of the Zoning Regulations.

The Applicant also requests relief from the zoning requirements for the roof structures. The Applicant's current roof plan consists of a structure with varying heights that does not meet

the setback requirements of Zoning Regulation Section 400.7(b). The Applicant hereby requests that the Zoning Commission allow a roof structure wall of varying heights and setbacks as shown in the submitted roof plans.

II. EXISTING SITE

A. Site Description

The site for the PUD is located at the north side of Belmont Street between 14th Street and 15th Street in the Columbia Heights neighborhood of the Northwest quadrant of the District of Columbia. It is within Ward 1 and Advisory Neighborhood Commission ANC 1B. The Site is currently zoned R-5-B. No map amendment is required as part of this application.

The site encompasses Lots 54, 215, 216, and 860 within Square 2661 and is a total of 42,750 square feet in size. The Pitts Motel currently occupies Lots 860 and 54. Lots 215 and 216 are each occupied by a vacant 3-story brick row house. There are two curb cuts on Belmont street, providing ingress and egress to the Motel and parking lot.

The topography of the site is highest at the northeast and slopes down approximately 15 feet to the south and 8 feet to the west.

B. Project Overview

The Applicant proposes to raze the existing Pitts Motel and two row houses and replace them with a condominium development containing approximately 105 units, which will reflect the neighborhood's architectural characteristics by utilizing a brick facade, bay windows and private ground floor entrances. The proposed development is a U-shaped building that extends from the northwest corner of the Site to the southwest corner of the Site, proceeds along Belmont Street to the east and further proceeds to the northeast corner of the Site. The development

surrounds an open courtyard facing north and contains garden space along both the east and west sides of the Site. The site will be further landscaped with trees along the Belmont Street portion of the building and an open garden space along both the east and west sides of the site. The Applicant's objective is to create a high-quality multifamily residential building that is compatible with the surrounding neighborhood while replacing the outmoded and dilapidated motel structure.

The proposed development has a total gross floor area of 115,200 square feet and is 55 feet high (5 stories tall) from the ground level. The proposed building will contain approximately 105 condominium units and 165 on-site parking spaces. Condominium types range from efficiency condominiums to three-bedroom condominiums. An analysis of the distribution of unit types shows that three percent (3%) of the units are efficiency units, twenty-one percent (21%) of the units are one-bedroom units, twenty-nine percent (29%) of the units are one-bedroom plus den units, twenty-eight percent (28%) of the units are two-bedroom units, fifteen percent (15%) of the units are two-bedroom plus den units, and four percent (4%) of the units are three-bedroom plus den units. There are approximately 8 units on the ground level and approximately 25 units on each of the first, second, third and fourth levels.

C. Parking

The proposed development provides 165 parking spaces. There are approximately 1.5 parking spaces per dwelling unit in the development–exceeding the Zoning Regulations of the District of Columbia's requirements of one parking space for every 2 dwelling units in an R-5-B District. These spaces will accommodate the parking needs of all residents in the proposed development, guests of residents and on-site employees in the development.

The alley to the north of the building provides access to 18 spaces that are perpendicular

to the alley. The remainder of the parking for residents and guests of the building are located below the building in an underground garage. There are a total of 147 spaces in this two-story garage. The entrance to the garage is located on Belmont Street next to the entrance to the building. The entrances to the garage and building create the only curb cuts on Belmont Street as a result of the proposed building.

The garage contains a combination of handicap-accessible, compact and standard spaces. Handicap-accessible spaces are 9 feet by 19 feet with a few feet of space on the sides of the space for wheelchair accessibility. Compact spaces are 8 feet by 16 feet. Standard spaces are 9 feet by 19 feet. On the G2 level of the garage, there are 17 compact spaces and 34 standard spaces. On the G1 level of the garage, there are 5 handicap-accessible spaces, 35 compact spaces and 56 standard spaces.

In response to the Zoning Commission's comments on the proposed development at the set-down hearing, the Applicant has changed the facade of the garage entrance on Belmont Street. A drawing of the garage entrance is attached hereto at Exhibit B. The garage entrance is now a separated two-door garage that is set back from the exterior wall of the building and is made of materials consistent with the exterior walls and overall design of the building.

D. Floorplans

Since filing the PUD Application, the Applicant has developed a more detailed layout of the project's condominium units. A sample of the current floorplan design is attached hereto as part of the Architectural Drawings in Exhibit A. The Applicant continues to improve on this layout by working with focus groups and market studies to create housing units that will reflect to the characteristics of the surrounding neighborhoods.

E. Site Circulation

Vehicles will access the development through a front garage entrance on Belmont Street and a rear garage entrance on the alley to the north of the Site. Residents will utilize both entrances. There is a loading berth and delivery area at the rear garage entrance off of the alley for service and delivery trucks. Trash and waste material will be handled by trucks using the rear garage entrance.

In response to the Office of Planning's request for an impact analysis of the rear alley entrance to the project, the Applicant's traffic consultant, Gorove/Slade Associates, Inc., prepared an impact report, attached hereto at Exhibit F. The traffic impact report indicates that the 20-foot wide alley is adequate to handle the minimal traffic that will utilize the alley. The report shows that trash trucks currently utilize the alley for trash hauling services, and it is feasible for the waste materials to be removed from the proposed development from the rear entrance.

IV. COMPLIANCE WITH THE ZONING REGULATIONS AND PUD REQUIREMENTS

A. Matter of Right Development Under the Existing Zoning

Since the filing of the PUD Application, the primary zoning elements of the project have not changed. The following table compares the zoning of the proposed development with the R-5-B matter of right zoning guidelines and the R-5-B PUD zoning guidelines.

ZONING DEVELOPMENT ANALYSIS			
REQUIREMENT	**R-5-B MATTER OF RIGHT**	**R-5-B PUD GUIDELINES**	**BUILDING AS PROPOSED**
Height	50'	60'	55'
Minimum Lot Area	none	1 acre (waiver allowable)	42,750 Square Feet (810 sq. ft. less than one acre)

FAR	1.8	3.0	2.7
% of Lot Occupancy	60%	60%	63%
Rear Yard	4 inches per foot of vertical distance from mean finished grade at the middle of the rear of the structure to the highest point of the main roof or parapet wall, but not less than 15 feet	as provided in an R-5-B District	18', 2"
Side Yard	none required, but if a yard is provided, it shall be 3 inches wide per foot of height of the building, but not less than 8 feet wide	as provided in an R-5-B District	12' for each side yard
Parking	1 parking space for each 2 dwelling units	as otherwise described in the zoning regulations	approx. 165 spaces (1.5 spaces per dwelling unit)

B. Flexibility Under the PUD Guidelines

1. Lot Occupancy. The primary goal of the PUD process "is to permit flexibility of development and other incentives, such as increased building . . . density. . . " 11 DCMR § 2400.2. The PUD guidelines note in many instances that the Zoning Commission has the discretion to approve the increase or decrease of particular zoning element requirements depending on the exact circumstances of the project. The Applicant requests the Zoning Commission's approval for an increase in lot occupancy, as stated in more detail in the PUD Application. 11 DCMR § 2405.4. The required lot occupancy for a building in an R-5-B or R-5-B PUD is 60%. The lot occupancy of the proposed development is approximately 63%. While the increase in lot occupancy is only slight, it will afford the Applicant economic efficiency and allow the applicant to maximize on-site amenities for potential residents.

2. Roof Structure. Since the filing of the PUD Application, the Applicant has further refined its roof plan. Plan and elevation drawings of the roof structure are attached hereto as a part of Exhibit A. The Applicant has designed the structure so that the structure will house all

mechanical equipment on the roof.

The proposed roof structure does not meet the requirements of Section 400.7 of the Zoning Regulations, and the Applicant requests that the Zoning Commission grant relief therefrom for the project. Section 2405.7 of the Zoning Regulations states that "[n]otwithstanding the other prerogatives of the [Zoning] Commission in approving uses in PUDs, the Commission shall reserve the option to approve any use that is permitted as a special exception and that would otherwise require the approval of the Board of Zoning Adjustment." 11 DCMR § 2405.7. Section 2405.7 grants the Zoning Commission a general flexibility in addressing special exceptions that coincide with a PUD Application that would otherwise be reviewed by the Board of Zoning Adjustment.

The Applicant respectfully requests that the Zoning Commission approve the following special exceptions for the roof structure:

(i) Roof Structure Height Variation:

According to Section 3104.1 of the Zoning Regulations, special exceptions for roof structure requirements under Sections 411.3 through 411.6 of the Zoning Regulations in any zone district are allowable. Section 411.5 of the Zoning Regulations states that "[e]nclosing walls from the roof level shall be of equal height, and shall rise vertically to a roof . . ." 11 DCMR 411.5. The roof structure for the proposed development contemplates two portions being sixteen feet tall, and the remainder of the structure being eleven feet tall. The two portions that are sixteen-feet tall include one portion that houses the mechanical equipment and the other portion that provides visual balance to the mechanical structure. The remainder of the roof structure is eleven feet high. This portion of the structure is shorter than the mechanical housing portion so that the entire roof structure is not as visually imposing as it would be if the entire

structure was the same height as the mechanical housing portion. This special exception will thus "be in harmony with the general purpose and intent of the Zoning Regulation and Zoning Maps and will not tend to affect adversely, the use of neighboring property in accordance with the Zoning Regulations and Zoning Map . . ." 11 DCMR § 3104.1.

(ii) Roof Structure Setback: Section 411.11 states that the "Board of Zoning Adjustment shall be empowered to approve, as a special exception under § 3104, the location, design, number, and all other aspects of such structure regulated under §§ 411.0 through 411.6, *even if such structures do not meet the normal setback requirements* of § [ ] 400.7 . . ." 11 DCMR § 411.11 (emphasis added). As stated above, Section 2405.7 allows the Zoning Commission to review special exceptions that coincide with a PUD application.

Section 400.7 states that a roof structure "shall be set back from all exterior walls a distance at least equal to its height above the roof upon which it is located." 11 DCMR § 400.7(b). The significant majority of the roof structure for the proposed development meets the setback requirements of Section 400.7. The Applicant, however, wishes to erect a sixteen-foot tall structure toward the southwest corner of the roof. This structure is designed to provide visual balance with the sixteen-foot tall structure that houses the mechanical equipment and elevators at the central portion of the roof. The structure, as planned, is to sit ten feet, nine and one half inches from the west exterior wall of the roof of the building, thus exceeding the requirement that the roof structure be set back from the exterior wall a distance equal to the height of the structure.

C. Request for Waiver of Area Requirement for a PUD in an R-5-B District

The Applicant requests that the Zoning Commission waive 11 DCMR § 2401.1(b), which requires a minimum of one Acre of land (43,560 square feet) for a PUD to be located in an R-5-B zone district. Applicant's total land area for the PUD is 42,750 square feet. The site for the

proposed development is 810 square feet less than the required one Acre–a difference of approximately 1.86%. Pursuant to 11 DCMR § 2401.2, the Zoning Commission may waive the lot size of the minimum area requirement of a PUD by no more than 50%.

V. PLANNING ANALYSIS

A. Introduction.

The PUD evaluation standards require that the "impact of the project on the surrounding area and upon the operation of city services and facilities shall not be found to be unacceptable, but shall instead be found to be either favorable, capable of being mitigated, or acceptable given the quality of public benefits in the project." 11 DCMR § 2403.3. The proposed development makes a positive impact on the surrounding neighborhood. It will replace the Pitts Motel, an eyesore for the neighborhood, and create a tree-lined streetscape for the benefit of the immediate community. Additionally, the proposed parking garage will insure that the residents of the proposed development and guests will not impose on already less than adequate on-street parking in the neighborhood.

B. Land Use Impact.

The project is designed to have minimal impact on the surrounding neighborhood, which consists of single-family detached and attached residential units, multi-family apartment buildings and condominium buildings. The design of the building also reflects the Applicant's intention of having the building blend with the residential characteristics of the nearby community.

C. Zoning Impact.

The project is consistent with the goals and objectives of the R-5-B zone and the

Comprehensive Plan. In their April 4, 2003 Preliminary Report to the Zoning Commission, the Office of Planning noted that the R-5-B "zone district permits flexibility of design and all types of urban residential developments at a moderate height and density." (Office of Planning Preliminary Report at p. 2).

D. Environmental Impact.

The project poses no adverse environmental impact to the Site. The project will increase the number of trees and green areas on the site. The proposed stormwater management and erosion control plans will minimize impact on the adjacent property and existing stormwater systems. The requisite erosion control procedures stipulated by the District will be implemented during construction of the project.

E. Facilities Impact.

The development's impact on city services and facilities will not be found to be unacceptable, given that the District's water and sewer facilities are adequate to serve the development. Additionally, as stated earlier, the impact of traffic on the alley to the north of the proposed development is minimal, and trash-hauling trucks will be able to access the alley for trash removal services for the building. Moreover, the project adequately served by public transportation, as it is within 2 blocks of Metrobus lines and 6 blocks of the U Street Metrorail station.

VI. EVALUATION STANDARDS

A. Public Benefits and Project Amenities.

The Applicant continues to define the public benefits and project amenities that the proposed development will offer to the potential condominium residents and to the local

community.

1. Urban design, architecture, landscaping, and open spaces. This proposed PUD was designed with the primary intent of creating a condominium building that conforms with the architectural characteristics of neighboring buildings. The proposed building transitions from the large-scale apartment style of the Garden Towers Apartments (west of the proposed PUD) to the small-scale single family townhouses (east and south of the proposed PUD). Building elements–such as the brick facade, mansard roofs, bay windows and private entrances for first floor units–ensure that the proposal reflects the neighborhood's characteristics.

The proposed PUD also contains landscaped street frontage. There will be approximately 15 trees placed along the Belmont Street facade of the building. The Applicant further proposes to improve the south side of Belmont Street across from the proposed development with similar landscaping. This streetscape plan proposed by the Applicant will serve as a public benefit to the immediate community of the Meridian Hill Condominiums by enhancing the feel of the street. It also serves as a public benefit to the District of Columbia as a whole by adding tree-lined streetscapes to residential areas.

The design of the PUD incorporates a private courtyard for residents and a garden on each side yard of the development, creating a significant amount of open space on the Site. The Site currently does not offer landscaped open spaces, and the addition of these spaces to the neighborhood by the applicant will enhance the Site and the neighborhood.

2. Transportation Issues. The proposed development minimally impacts traffic in the surrounding area. In fact, several aspects of the proposed development mitigate adverse traffic impacts. The proposed development provides approximately 165 on-site parking spaces in the below-ground garage and the surface spaces off of the public alley to the north. The creation of

this many spaces (1.5 spaces per dwelling unit) accounts for parking for all residents and guests of Meridian Hill Condominiums and insures that the development will not adversely affect the already inadequate on-street parking situation of the surrounding neighborhood.

The proposed development also enhances pedestrian access on the Site and the surrounding neighborhood. The Applicant proposes sidewalk improvements in front of the Site and landscaping on both sides of Belmont Street from the Site. These improvements will not only repair the existing run-down sidewalk conditions surrounding the vacant Pitts Motel, but they will also enhance the pedestrian experience on Belmont Street. An improved streetscape plan of adding trees and greenery to Belmont Street will beautify the street and advance the District's policy objective to increase and maintain landscaped spaces.

3. Employment and training opportunities. According to Section 2403.9(e), "Employment and training opportunities" are representative public benefits and project amenities. The Applicant is seeking to employ local contractors to work on the construction of the proposed development. The Applicant will voluntarily enter into an agreement to participate in the Department of Employment Services' First Source Employment Program to promote and encourage the hiring of District of Columbia residents and will provide ANC 1B with employment circulars during the construction process. A draft First Source Employment agreement is attached hereto as Exhibit H. The Applicant is continuing to contact the Minority Business Opportunity Commission and the ANC 1B to seek out minority and local contractors for employment in the construction phases of the development. The Applicant will execute a memorandum of understanding with the Local Business Opportunity Commission ("LBOC") to use resources of the LBOC to provide local businesses with opportunities in the development of this project. A subsidiary of The Bozzuto Group is currently working on a District of Columbia

project, Dupont Commons, and has an established list of District residents and businesses that may be used in developing this proposed project.

The Applicant is finalizing a construction management agreement that will minimize construction related impacts on neighboring properties. A copy of the draft construction management plan is attached hereto at Exhibit I.

4. Housing and Affordable Housing. With the proposed development, the Applicant plans to add approximately 105 owner-occupied dwelling units to the Columbia Heights neighborhood. This increase in home ownership addresses the issue of a high percentage of vacant buildings and renter-occupied housing in Ward 1 as compared to the rest of the District. 10 DCMR §§ 1204.2 & 1204.3. The proposed development is adding housing by razing a vacant and run-down motel building. By improving the development of the Site while maintaining the residential character of the surrounding neighborhood, the proposed development adheres to policies and objectives of the Ward 1 Comprehensive Plan "[t]o conserve the essentially satisfactory quality of Ward 1's stable residential neighborhoods, . . . [and] to protect residential neighborhoods from disruptive uses." 10 DCMR § 1229.1(a).

The majority of the proposed housing will be priced at a market rate taking into considerations the size of each unit and the location of the site, the units will be priced at a market rate of comparable condominium units in the surrounding area.

The Applicant will also offer affordable housing opportunities to those persons meeting a low or moderate income level as prescribed by the District of Columbia.

The Applicant is committed to having the condominium units be owner-occupied. The Applicant intends on implementing covenants and other means of enforceability to maintain owner occupancy of the units.

5. Social services/facilities. The Applicant will donate to existing neighborhood and District of Columbia charitable institutions which provide social service amenities to the local community. Belmont Partners, LLC intends to be an active community participant and will increase available public amenities. The Applicant will provide the following community institutions with funding to support their services and facilities:

- The Garnet-Paterson Middle School, a vital neighborhood educational institution, which has experienced a decrease in funding over the past several years, will receive funding and in-kind contributions from the Applicant to support the Afterschool For All Child Care Program, auditorium stage curtains, cafeteria tables, new ceiling lights , a washer and dryer, the Fund to Purchase School Uniforms for Those Without, painting the cafeteria , repairing the fence and wall ,air conditioning in the Main Office, and computer equipment.
- The Metropolitan Police Boys and Girls Club, Clubhouse Number 10, a nearby agency that fosters the educational and social development of the neighborhood youth, will receive funding and in-kind contributions from the Applicant to support the afterschool tutorial program and the annual awards banquet and to fund the need for athletic and computer equipment.

6. Environmental benefits, such as preservation of open space or trees. The Applicant proposes to add open space to the Site and enhance both sides of Belmont Street with trees and shrubbery. Belmont Street is primarily residential in use, and the street is not lined with trees or other streetscape elements. The Applicant proposes to place trees on both sides of Belmont street in front of the Site to improve the look of the street and to perhaps serve as a catalyst for further tree placement along Belmont Street. The improved streetscape is a direct

public benefit of the proposed development.

The Applicant also proposes the project amenity of adding open space to the Site. The garden spaces to the east and west of the proposed development and the north-facing open courtyard provide open space for residents to enjoy. Likewise, the landscaped space at the front facade of the development provide an open atmosphere for potential residents and nearby neighbors.

7. Revenue for the District. The proposed project will add a maximum of 105 new households, which will generate significant additional property sales, use, income and employment taxes for the District. It is estimated that the project will generate approximately $300,000.00 of real estate taxes each year. The property is currently vacant and produces minimal tax revenue for the District.

V. PARTICIPATION WITH THE COMMUNITY AND THE DISTRICT

The Applicant continues to meet with the community, ANC 1B, and the District to improve the proposed development and to implement responses to the feedback from these groups. The Applicant believes that it has responded to the community's and the Office of Planning's comments with this Pre-hearing Statement. The Applicant formally presented the proposed development to ANC 1B on June 5, 2003, and the ANC unanimously voted "to support the proposed development.

VI. CONCLUSION

For the foregoing reasons, the Applicant believes that the consolidated PUD has satisfied the standards of Chapter 24 of the Zoning Regulations; is consistent with the purposes and intent

of the Zoning Regulations and Map; will enhance the health, welfare, safety and convenience of the citizens of the District of Columbia; satisfies the requirements for approval of a consolidated PUD; provides significant public benefits; and advances important goals and policies of the District of Columbia. Therefore the Applicant respectfully requests that the Zoning Commission grant approval of the proposed PUD.

Respectfully submitted,

GRIFFIN, FARMER & MURPHY
1912 Sunderland Place, N.W.
Washington, DC 20036
(202) 429-9000

By: _____
Jonathan L. Farmer, Esq.

By: _____
Samara R. Gerson, Esq.

A



ZONING INFORMATION

CURRENT ZONING:	R-3-B		
LOT SIZE:	42,847.50 SF (survey combined lot) 42,750.00 SF (record of combined lots)	SIDE YARD SETBACKS:	None required. 12'-0" / 12'-0" (west / east respectively) provided for residential component
LOT DIMENSIONS:	281' length x 150' depth	REQUIRED OFF STREET PARKING PARKING PROVIDED:	1 space/d.u. Approximately 160 spaces
LOT OCCUPANCY:	26,730 SF (63 %)	LOADING BERTH:	55' x 12' wide x 14' high loading space provided
TOTAL GROSS FLOOR AREA:	115,260 residential	LOADING PLATFORM:	200 SF provided
FLOOR AREA RATIO:	2.70	DELIVERY SPACE:	20' x 10' wide x 10' high delivery space provided
PERMITTED BUILDING HEIGHT BASED UPON 1910 HEIGHT ACT:	35'-0" to main roof (1910 Height Act; Belmont St. has a 65'-0" Right of Way subtract 10'-0", measured from top of curb a center of lot on Belmont St.)	BASEMENT DWELLINGS:	Ceiling is greater than 4'-0" above grade
REQUIRED REAR YARD :	4" per 1'-0" vertical distance to roof equals approximately 18'-2"	PROJECTING BAYS:	Permitted: 131'-6" total length; 13'-0" allowed for a building 24'-0" in length and then 6" for every 1 foot over 24'-0" Provided: 93' -8"

SHEET INDEX

ARCHITECTURAL

A-0 Cover Sheet, Unit Analysis etc.
A-1 1/8" P2 Garage Plan
A-2 1/8" Basement, P1 Garage, and Lobby Plans
A-3 1/8" First Floor Plan
A-4 1/8" Second and Third Floor Plans
A-5 1/8" Fourth Floor Plan
A-6 1/8" Roof Plan

A-7 1/8" Elevation - South and East
A-8 1/8" Elevation - North and West
A-9 1/8" Sections

A-10 Street Elevations of Surrounding Square
A-11 Street Elevations of Surrounding Square

CIVIL

1. Cover Sheet
2. Existing Conditions - Topo Survey
3. Demolition Plan
4. Site Plan
5. Landscape Plan
6. Sediment Control Plan

PUD DESIGN SET 11-22-02

OWNER
Belmont Partners, LLP
6401 Golden Triangle Drive, Suite 200
Greenbelt, MD 20770-3203
Telephone: (301) 623-5723

ARCHITECTS
SK&I Architectural Design Group, LLC
7735 Old Georgetown Rd. Suite 1000
Bethesda, MD 20814
Telephone: (301) 654-9300

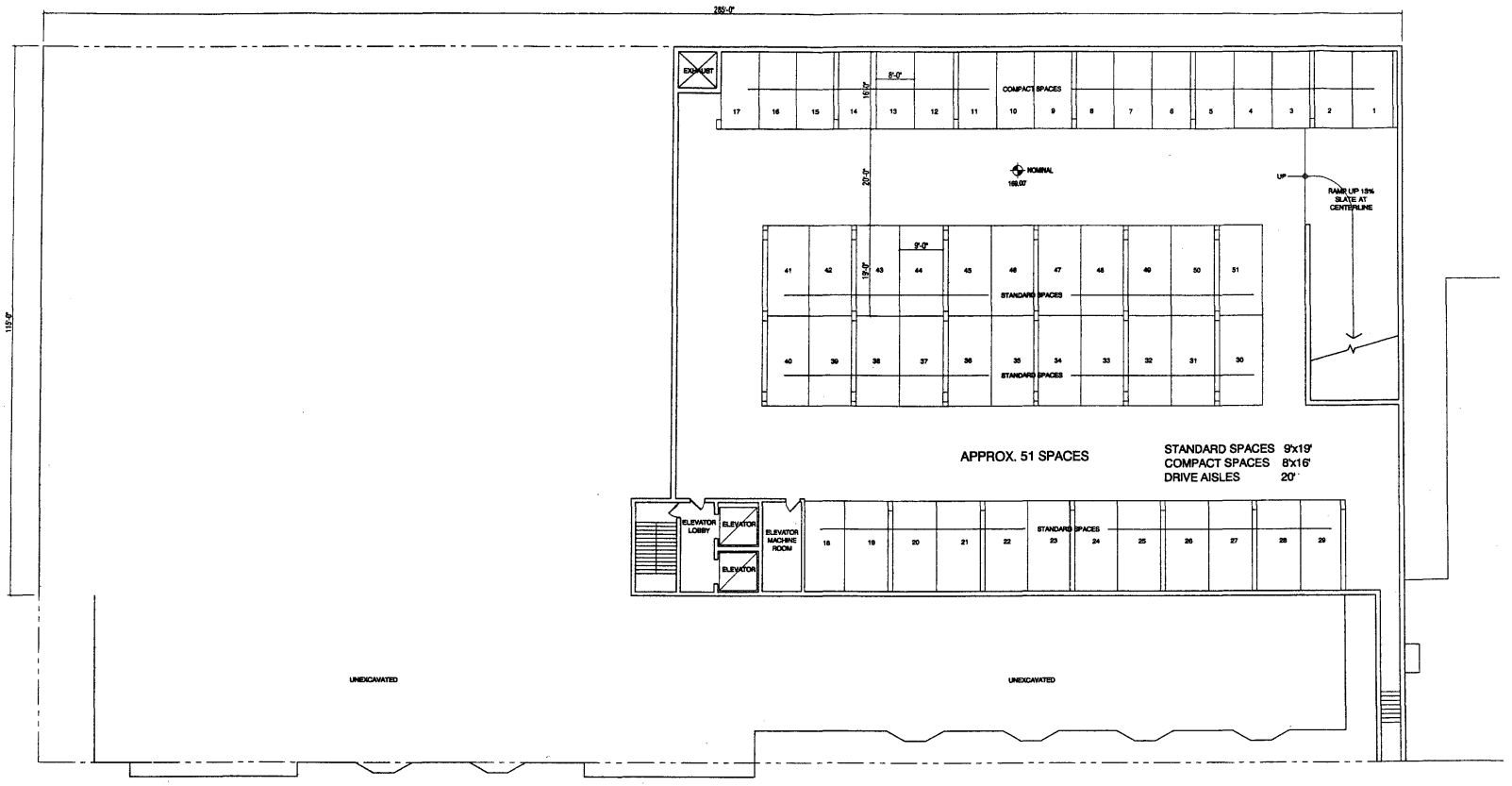
CIVIL ENGINEER
Loiderman Soltesz Associates
1390 Piccard Drive, Suite 100
Rockville, MD 20850
Telephone: (301) 948-2750

The Bozzuto Group - PUD Application

1437 thru 1451 Belmont Street, NW

WASHINGTON, DC

SK & I Architectural Design Group | DATE: 6.11.03 | A0



1 G2 Garage Level

1/8" = 1'-0"

The Bozzuto Group - PUD Application

1437 thru 1451 Belmont Street, NW

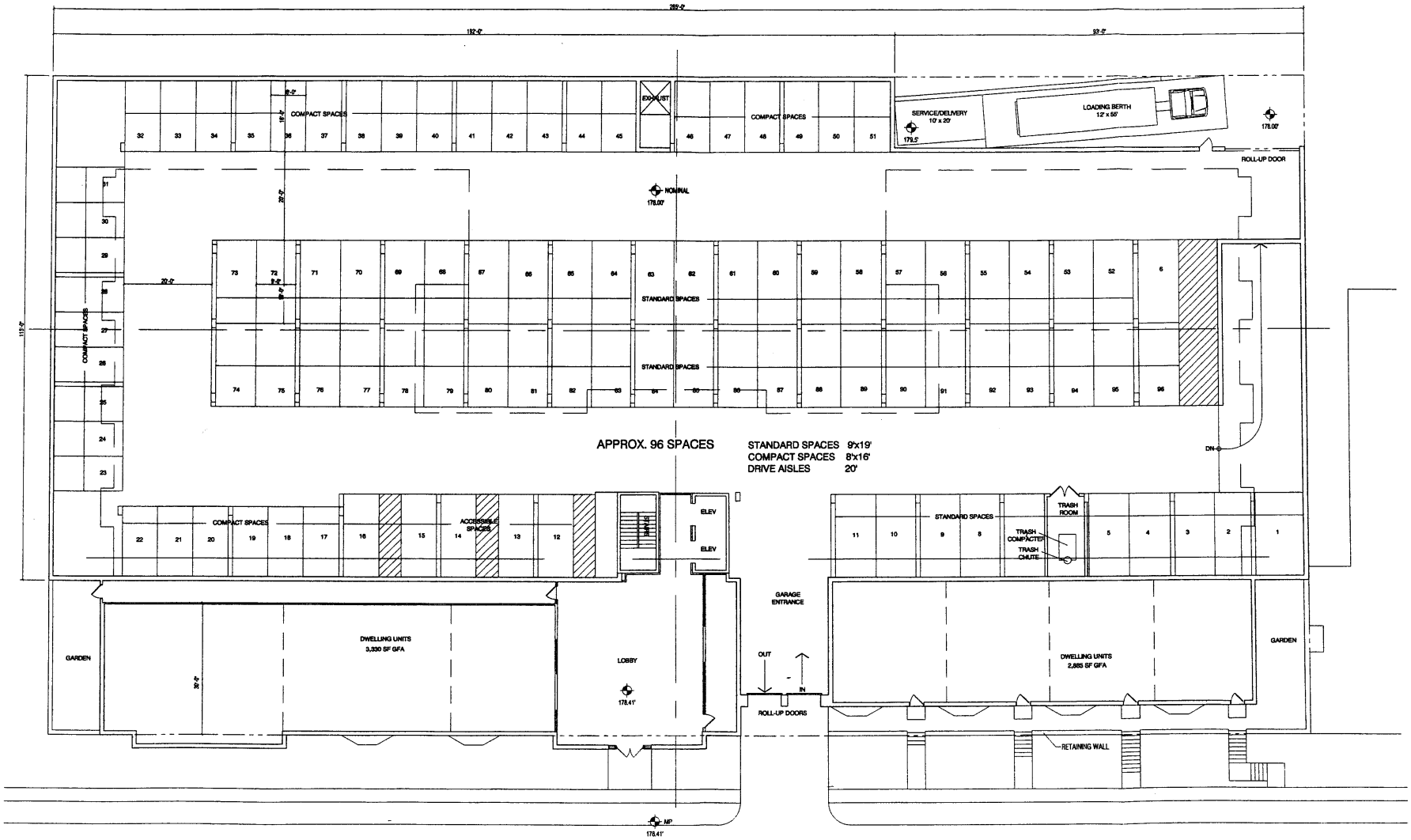
WASHINGTON, DC

0 1' 2' 4' 8' 16' 32'

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DATE 6.11.03



1 Basement and Garage Levels

3/8" = 1'-0"

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1437 thru 1451 Belmont Street, NW

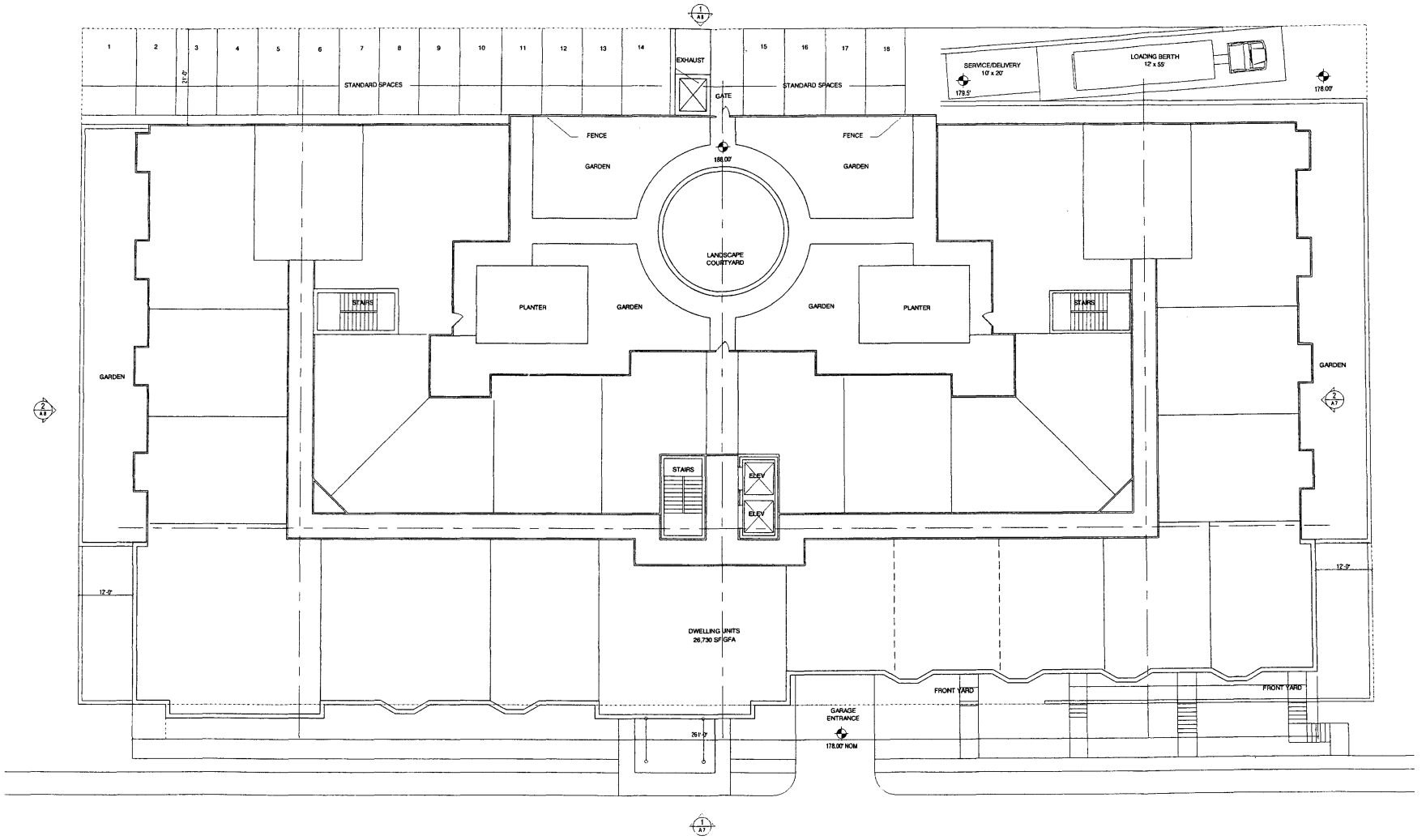
WASHINGTON, DC

0 1' 2' 4' 8' 16' 32'

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1 First Floor and Courtyard
1/8" = 1'-0"

The Bozzuto Group - PUD Application

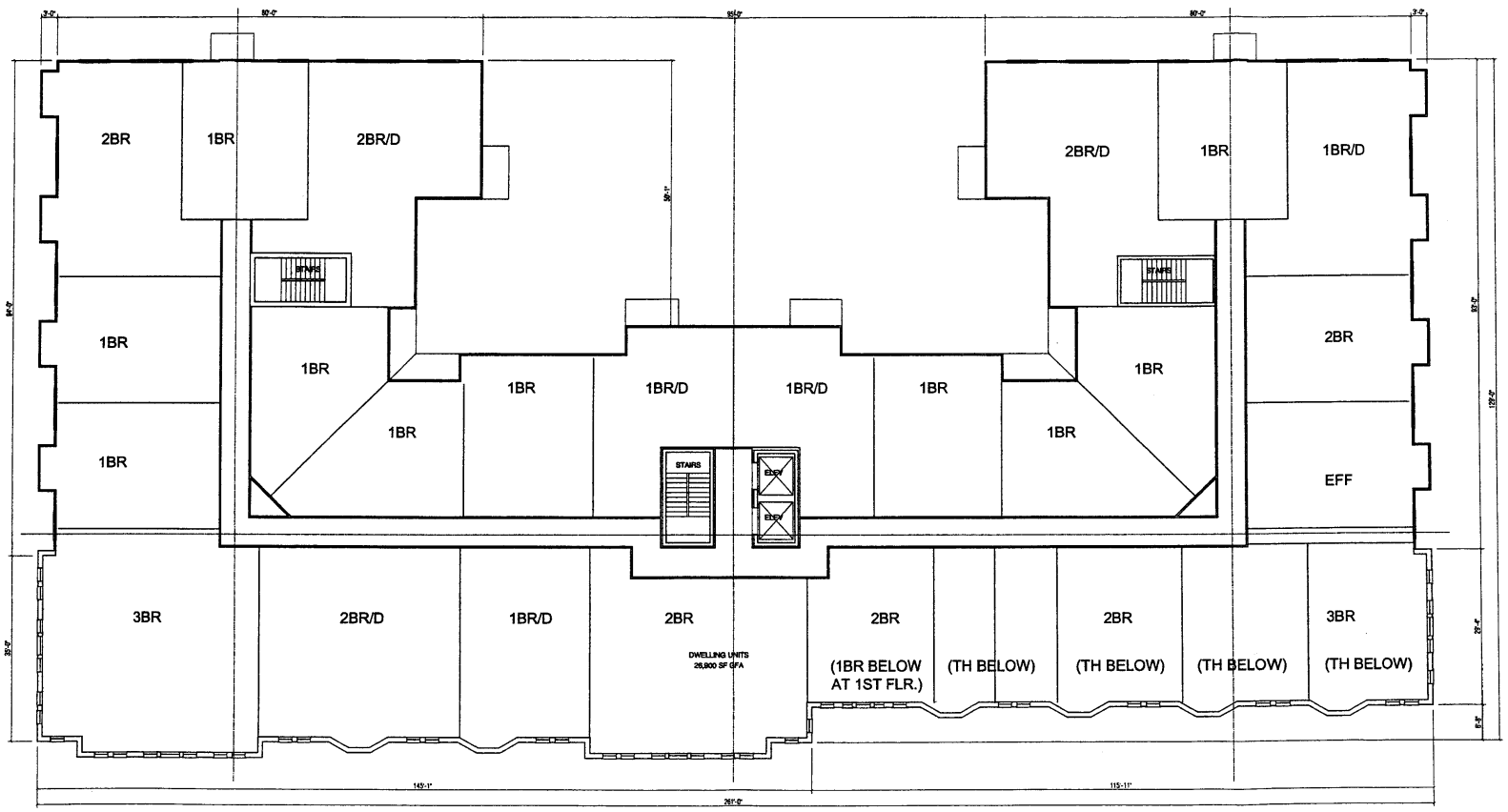
1437 thru 1451 Belmont Street, NW

WASHINGTON, DC

0 1' 2' 4' 8' 16' 32'

SK & I Architectural Design Group | DATE 6.11.03

A3



1 Second and Third Floors
1/8" = 1'-0"

The Bozzuto Group - PUD Application

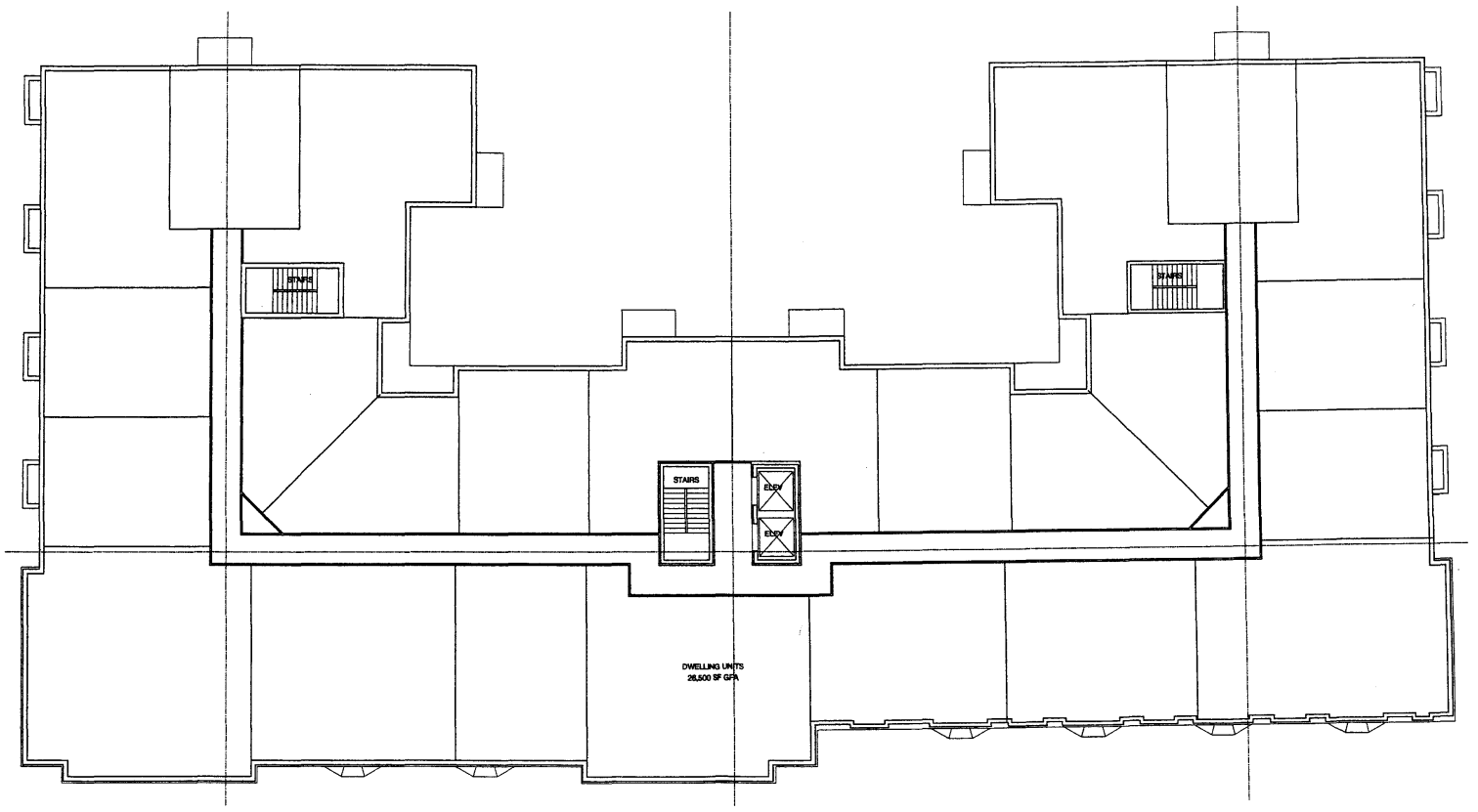
1437 thru 1451 Belmont Street, NW

WASHINGTON, DC

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DATE 5.11.03

A4



1 Fourth Floor
1/8" = 1'-0"

The Bozzuto Group - PUD Application

1437 thru 1451 Belmont Street, NW

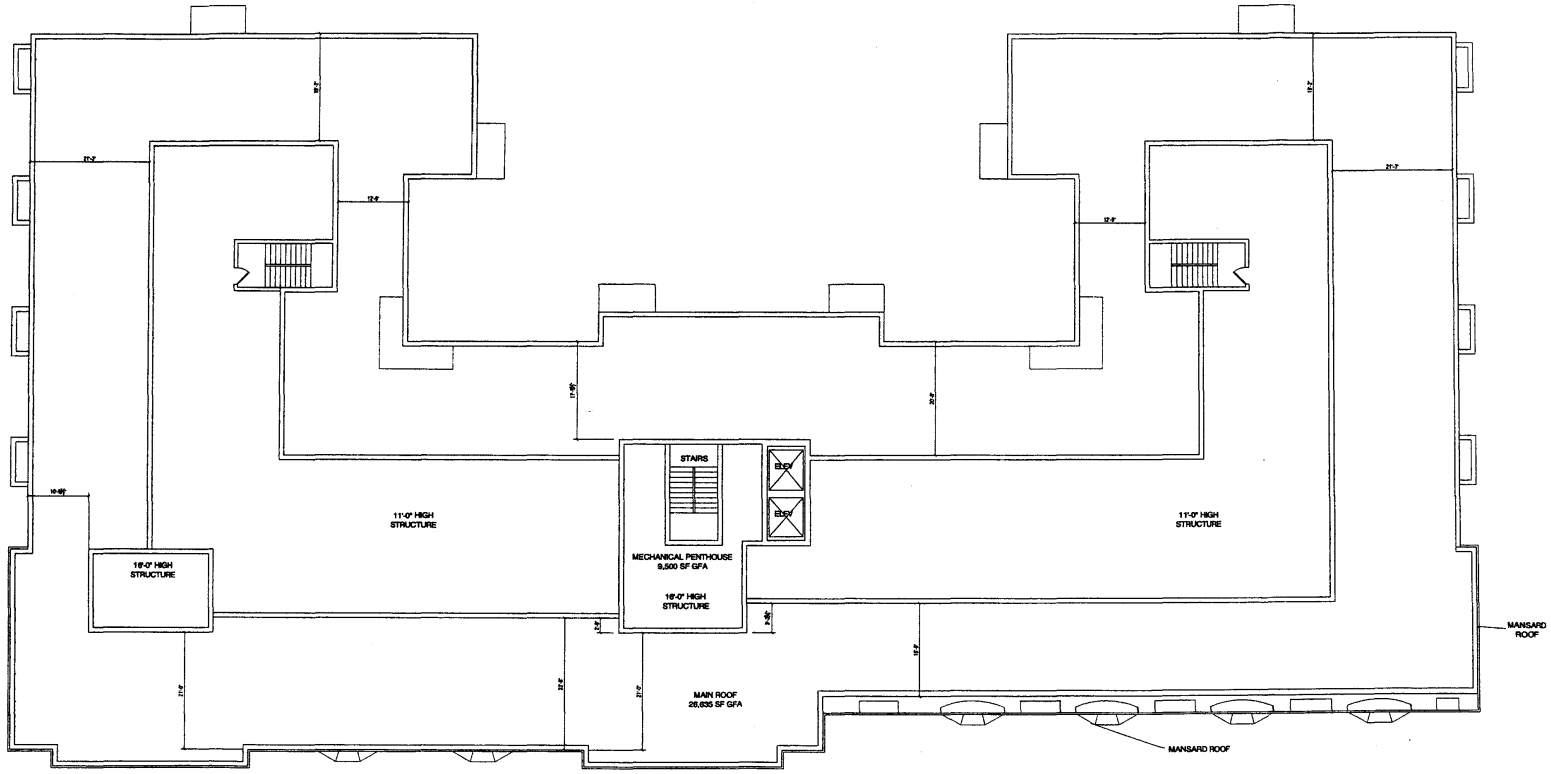
WASHINGTON, DC

0 1' 2' 4' 8' 16' 32'

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A5

DATE 6.11.03



1 Main Roof
1/8" = 1'-0"

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1437 thru 1451 Belmont Street, NW

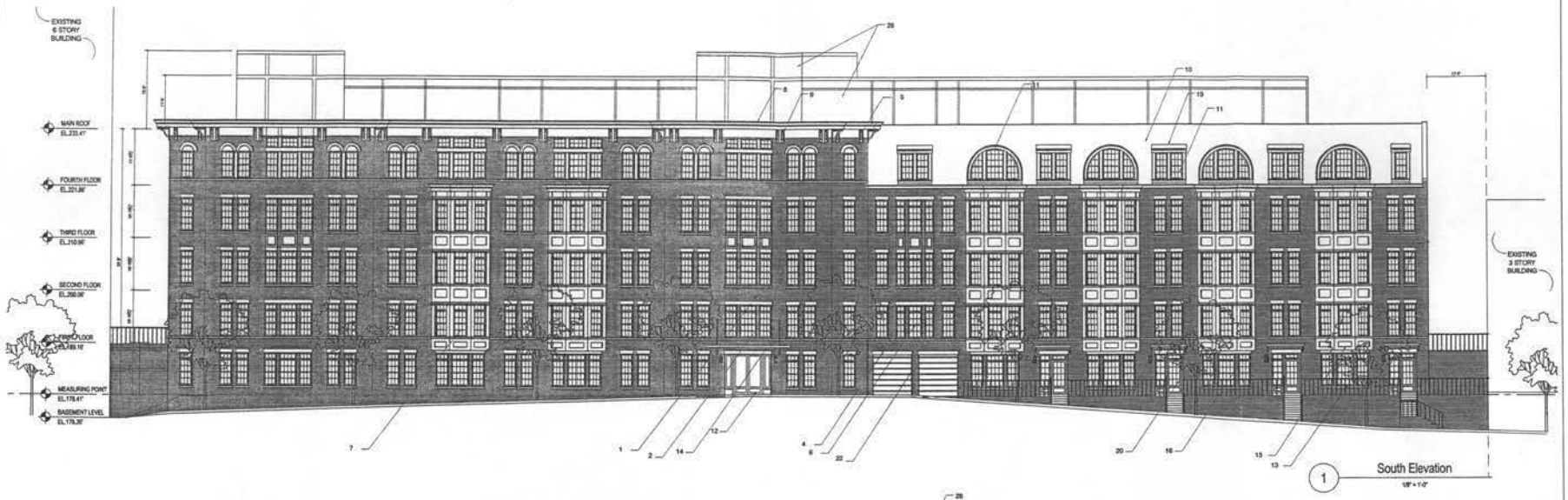
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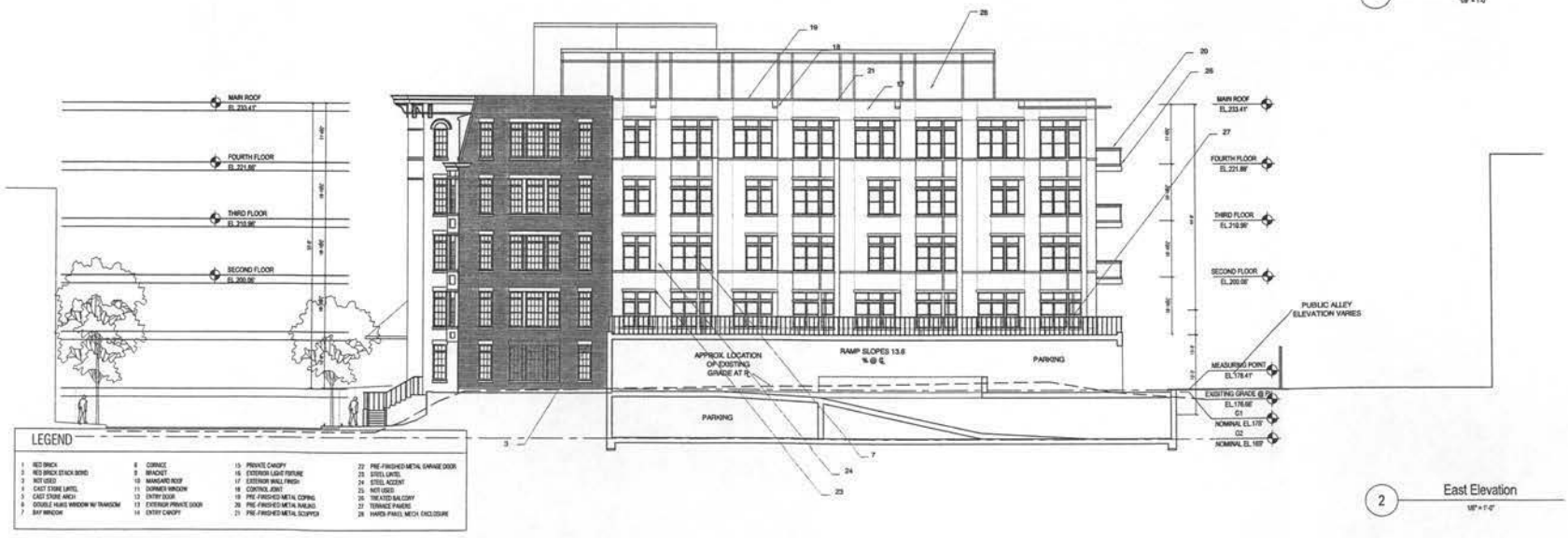
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A6

DATE 6.11.03



1 South Elevation
1/8" = 1'-0"



2 East Elevation
1/8" = 1'-0"

The Bozzuto Group - PUD Application

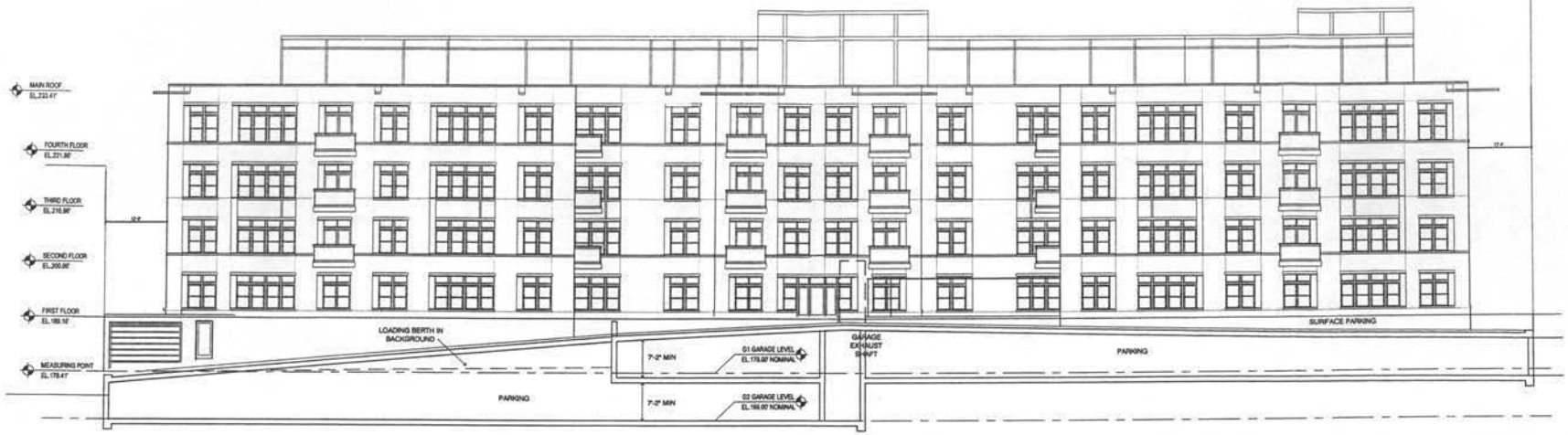
1437 thru 1451 Belmont Street, NW

WASHINGTON, DC

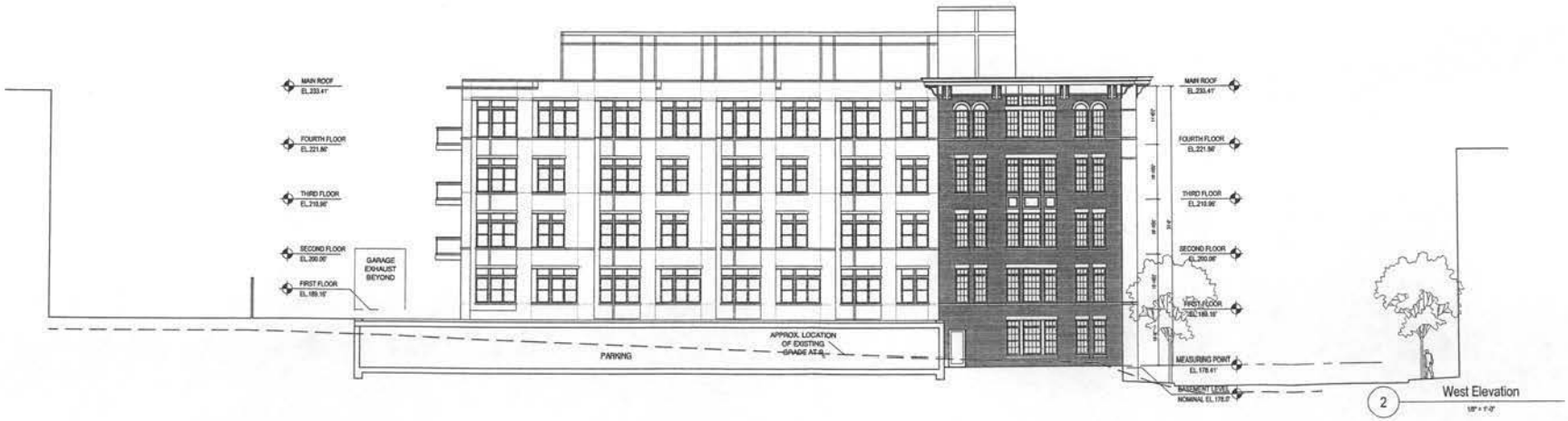
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A7

DATE 6.11.03



1 North Elevation
1/8" = 1'-0"



2 West Elevation
1/8" = 1'-0"

The Bozzuto Group - PUD Application

1437 thru 1451 Belmont Street, NW

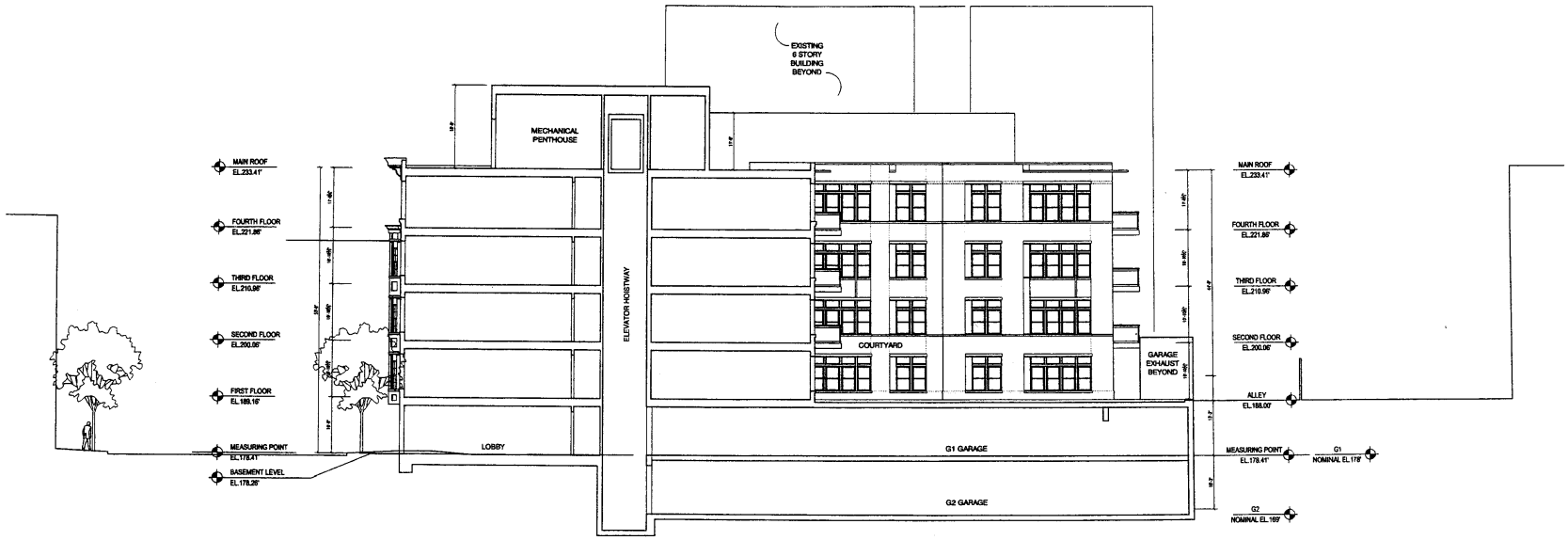
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0' 2' 4' 8' 16' 32'

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A8

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1 Section A - A
1/8" = 1'-0"

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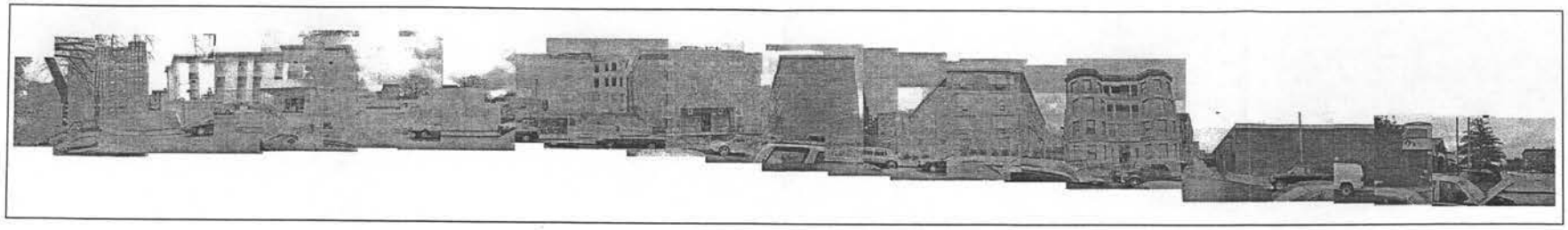
1437 thru 1451 Belmont Street, NW

WASHINGTON, DC

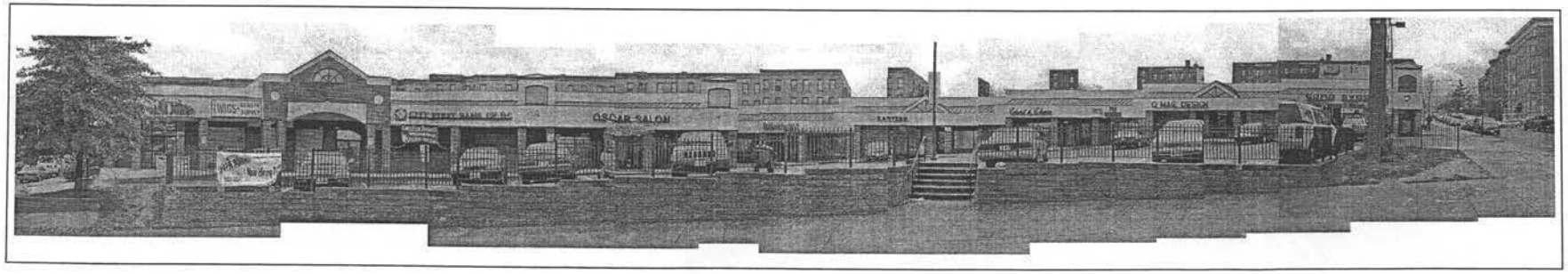
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SK&I Architectural Design Group | DATE 6.11.03



1 Belmont Street
North Side



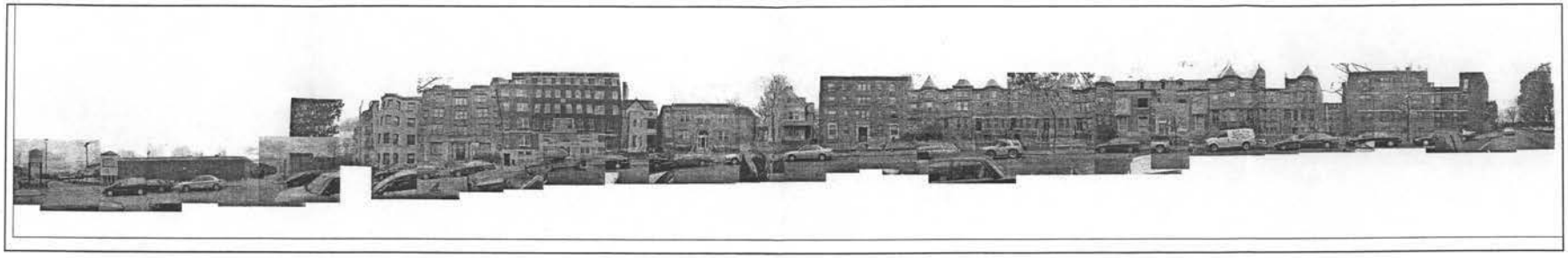
2 14th Street
West Side

The Bozzuto Group - PUD Application

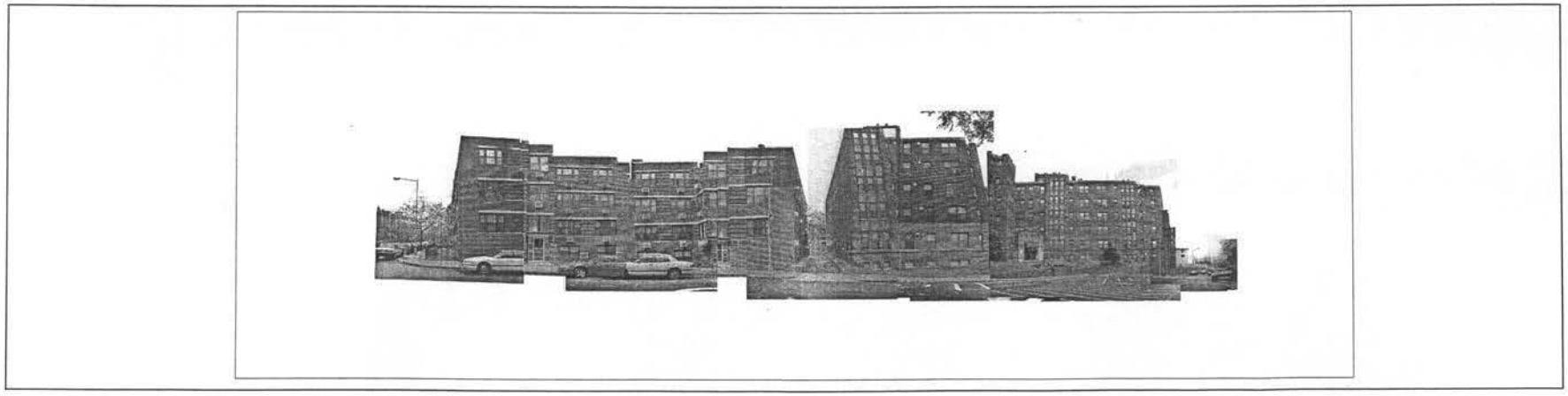
1437 thru 1451 Belmont Street, NW

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3 Chapin Street
South Side



4 15th Street
East Side

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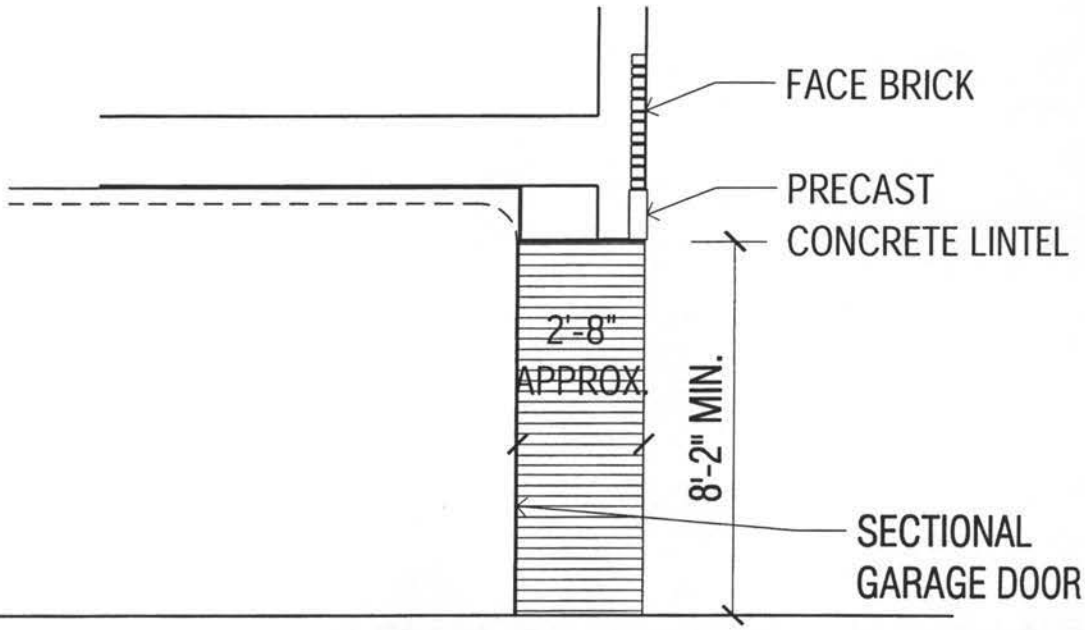
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GARAGE ENTRANCE

SCALE 1/8" = 1'0"



SECTION @ GARAGE ENTRANCE

SCALE 1/4" = 1'0"

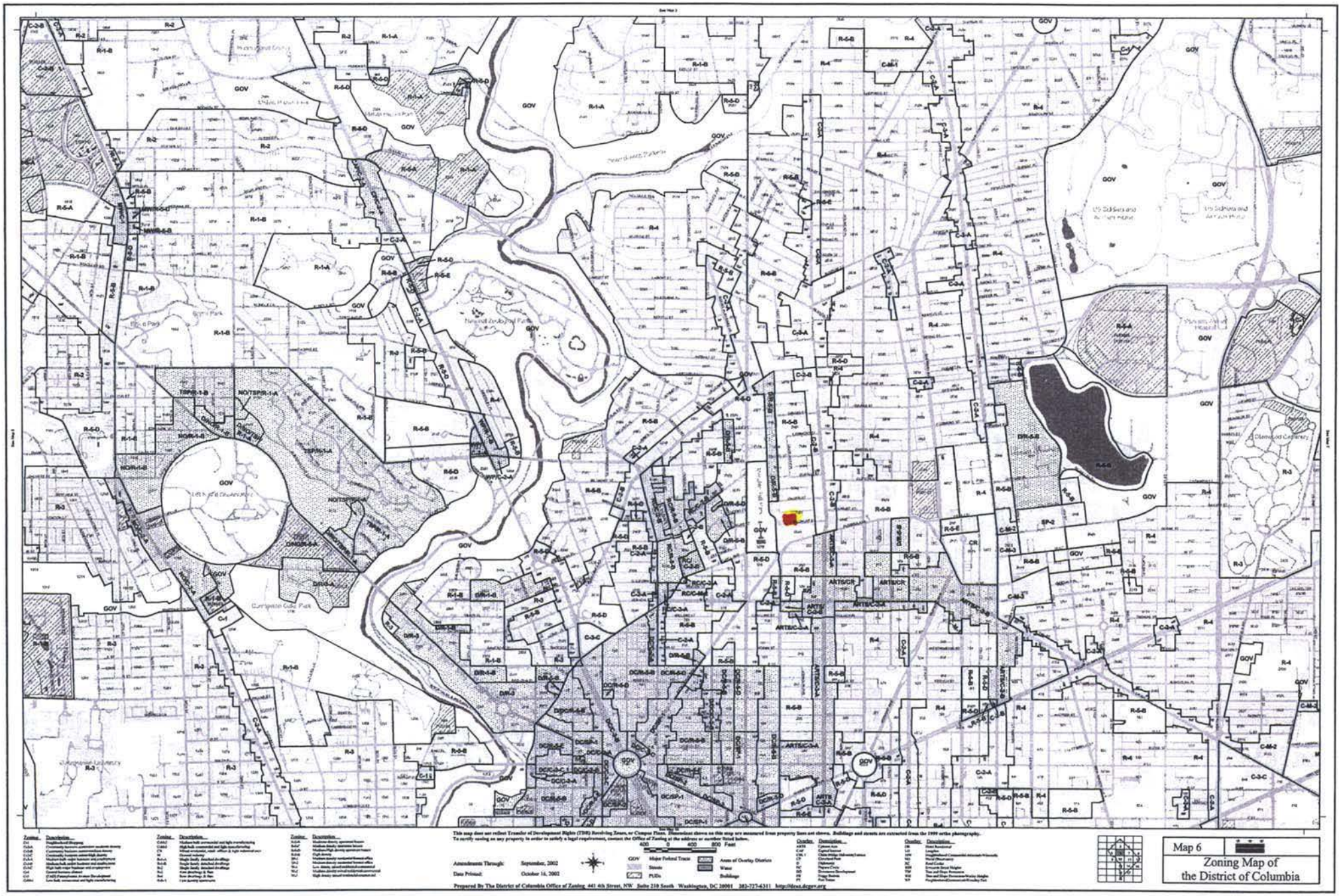
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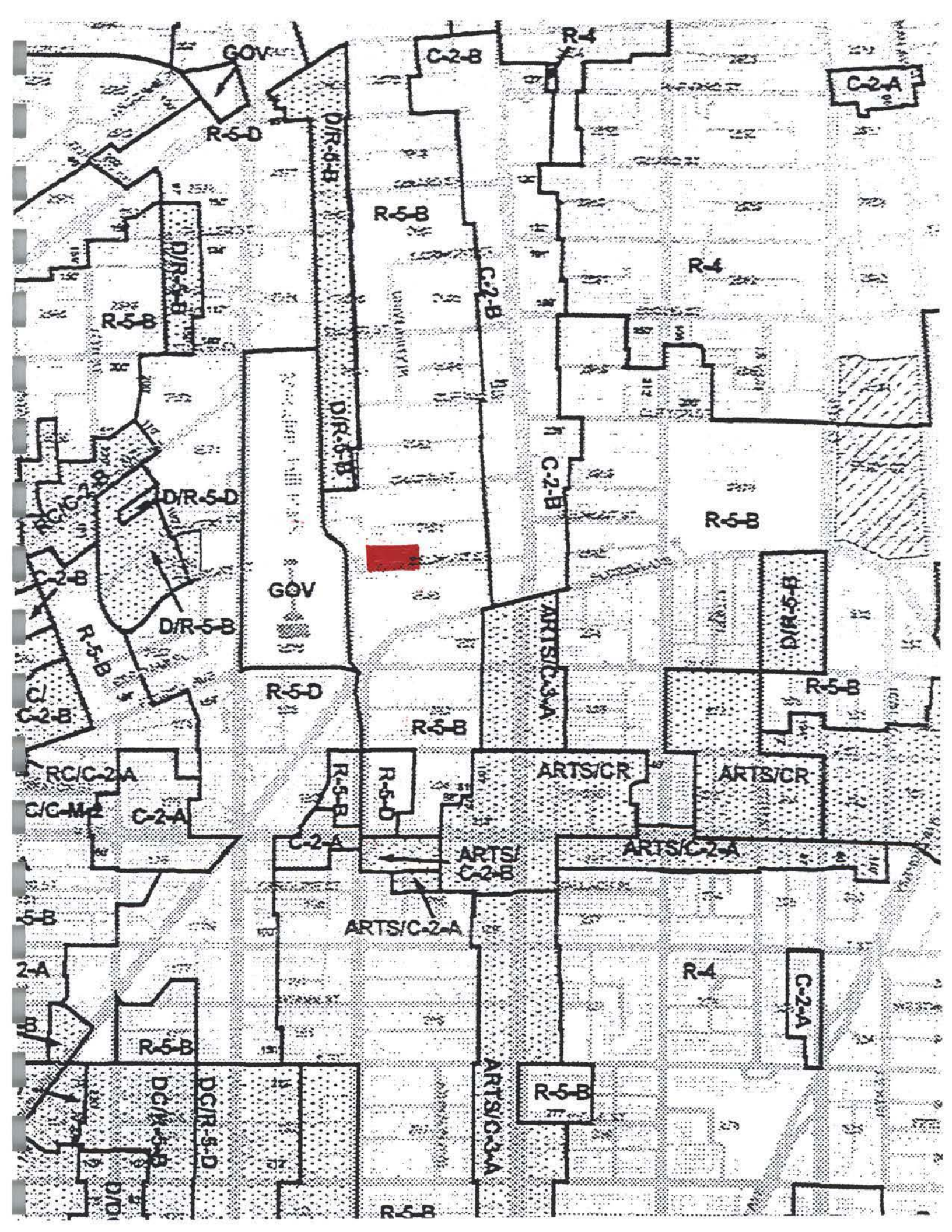
SK&I
Architectural Design Group
7735 Old Georgetown Rd., #1000 , Bethesda, MD 20814
tel. 301.654.9300 fax 301.654.7211

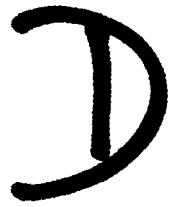
Response to Recommendation
Item 6 of Office of Planning
Dated April 4, 2003Staff Report

DATE	PROJECT Nº	SKETCH Nº
4.22.03		
SCALE		REF. SHEET Nº
1/8"=1'-0"	BOZ29	




Map 6
Zoning Map of
the District of Columbia
Amendments Through: September, 2002
Data Printed: October 16, 2002
Prepared By The District of Columbia Office of Zoning 441 4th Street, NW Suite 210 South Washington, DC 20001 202-727-6311 http://dcoz.dcgov.org


GOV
R-5-D
D/R-5-B
C-2-B
R-4
C-2-A
R-5-B
R-4
D/R-5-B
C-2-B
R-5-B
D/R-5-B
C-2-B
R-5-B
D/R-5-D
GOV
D/R-5-B
ARTS/C-3-A
D/R-5-B
R-5-B
R-5-D
R-5-B
R-5-B
R-5-B
ARTS/CR
ARTS/CR
RC/C-2-A
C/C-M-2
C-2-A
R-5-B
R-5-D
C-2-A
ARTS/
C-2-B
ARTS/C-2-A
ARTS/C-2-A
R-4
C-2-A
R-5-B
R-5-B
DG/R-5-D
DG/R-5-B
ARTS/C-3-A
R-5-B
R-5-B



LIST OF WITNESSES

I. Charles L. Covell, Executive Vice President, Bozzuto Homes, Inc.

II. John L. Brundage, R.L.A., Associate, Loiderman Soltesz Associates

III. Marty Towles, Architect, SK&I Architects

IV. Chad Baird, Gorove/Slade Associates, Inc.

V. Fritzi K. Hallock, CMP, MarketSmart

ESTIMATED TIME REQUIRED FOR PRESENTATION OF APPLICANT'S CASE: 1.5 Hours

ε

WRITTEN SUMMARY OF WITNESS TESTIMONY:

Charles L. Covell, Executive Vice President, Bozzuto Homes, Inc

I. Introduction

II. Developer Overview

III. Project Overview

IV. Project Design

V. Fiscal Impact

VI. Conclusions

WRITTEN SUMMARY OF WITNESS TESTIMONY:

Marty Towles, Architect, SK&I Architects

I. Introduction

II. Expertise and Qualifications

III. Urban Design

IV. Architectural Merits of the Project

V. Conclusions

WRITTEN SUMMARY OF WITNESS TESTIMONY:

Chad Baird, Gorove/Slade Associates, Inc.

I. Introduction

II. Expertise and Qualifications

III. Area Traffic Study

IV. Project's Impact on Traffic

V. Conclusions

WRITTEN SUMMARY OF WITNESS TESTIMONY:

Fritzi K. Hallock, CMP, MarketSmart

I. Introduction

II. Expertise and Qualifications

III. Area-Wide Economics

IV. Project Economics

V. Conclusions

F

GOROVE/SLADE ASSOCIATES, Inc.
Suite 700 / 1140 Connecticut Ave., NW / Washington, DC 20036
Phone: (202) 296-8625
Fax: (202) 785-1276
Toll Free: (888) 212-4242

MEMORANDUM

TO:	Maxine Brown-Roberts, AICP	District of Columbia Office of Planning
CC:	Clark Wagner	Bozzuto & Associates
	John Farmer	Griffin, Farmer & Murphy, LLP
	Ken Brown	SKI Architects
	John Brundage	Loiederman Soltesz Associates
FROM:	Chad A. Baird Louis J. Slade, P.E., P.T.O.E. Cheryl L. Franks	
DATE:	April 16, 2003	
SUBJECT:	Response to Meridian Hill Preliminary Report Comments	

This memorandum was prepared in response to the District of Columbia Zoning Commission's comments on the Preliminary Report (Zoning Commission Application #03-04C) submitted by the Bozutto Group, LLC for the Meridian Hill Condominium Consolidated PUD. The commission report requested an explanation of the impact of loading and the secondary parking garage entrance on vehicular movements in the alley.

Although primary garage access is provided along Belmont Street, a secondary access point is planned in the alley north of the development running parallel to Belmont Street. As identified in the traffic impact study, the primary access on Belmont Street is adequate to serve the supply of spaces in the proposed garage. The traffic demand associated with this secondary garage entrance is projected to be minimal compared to the demand that will be served by the primary entrance. The twenty-foot wide alley allows two-way traffic, adequate for opposing traffic to pass each other without harm.

An inventory was performed to determine the existing use of the alley. The results showed 53 surface parking spaces and 13 garage doors. All of these spaces must use the alley.

Also observed during the inventory were 16 trash dumpsters located in the back of other lots adjacent to the site. A trash truck in the alley was seen servicing these dumpsters. The trash truck accessed these locations by turning from 14th Street onto westbound Belmont Street, making a right turn (northbound) into the alley east of the site, and turning westbound again into the alley, as shown in Figure 1. The trash truck can service the loading dock at the site without blocking vehicles leaving the site's proposed underground parking garage. If there happens to be a trash truck servicing the site when a resident would like to leave through the secondary entrance and the alley, the resident may turn eastbound. The trash bins can then be rolled out from the loading dock and positioned behind the truck, the contents deposited, and the empty containers placed back in their original position. The truck may then leave the site by continuing westbound down the alley and turning northbound on 15th Street.

An alternative to this plan may be for the trash truck to back out of the alley after servicing the loading dock at the site, retracing its route back to Belmont, as shown in Figure 2. This would prevent the vehicle operators from having to navigate the multiple maneuvers around the "S" curve toward 15th Street.

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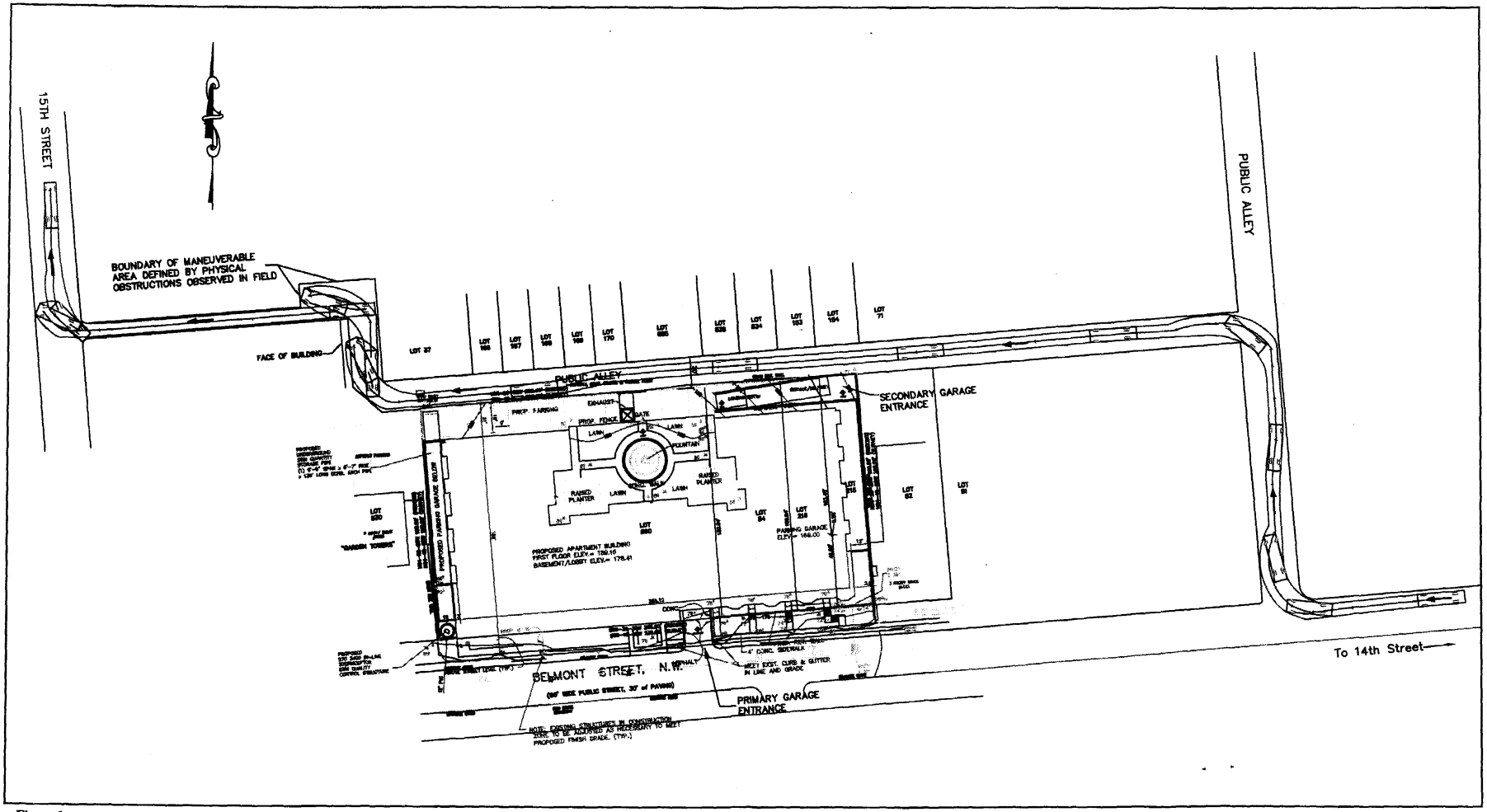


Figure 1
Trash Truck Accessibility Option 1

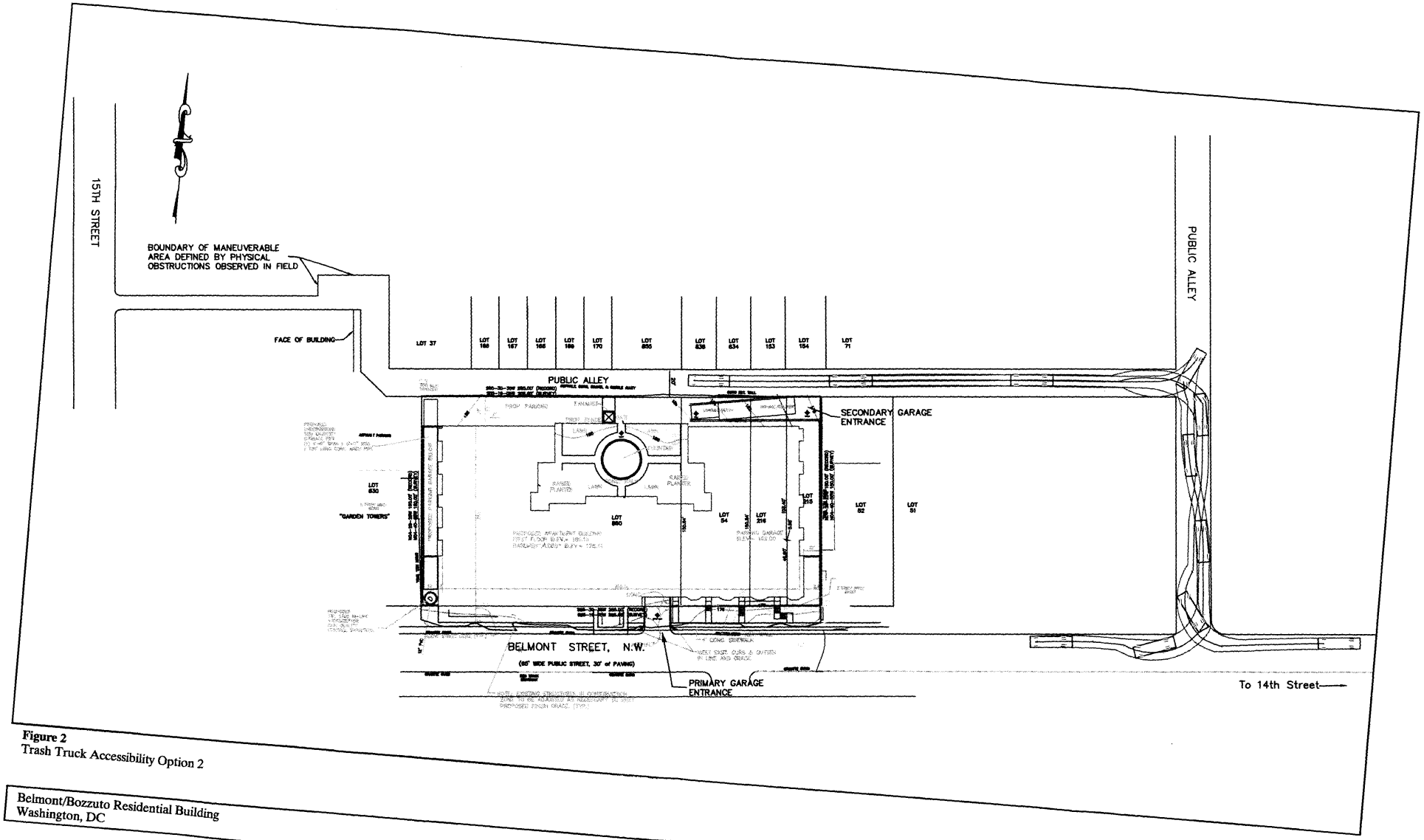


Figure 2
Trash Truck Accessibility Option 2

Belmont/Bozzuto Residential Building
Washington, DC

GOROVE/SLADE ASSOCIATES, Inc.
TRANSPORTATION, TRAFFIC, and PARKING CONSULTANTS



CONTRIBUTION AGREEMENT

This Contribution Agreement (the "Agreement") is made by and between BELMONT PARTNERSHIP, LLP (the "Developer"), a District of Columbia Limited Liability Partnership, whose mailing address is 6401 Golden Triangle Drive, Suite 200, Greenbelt, MD 20770 and The METROPOLITAN POLICE BOYS AND GIRLS CLUB CLUBHOUSE #10, a District of Columbia agency, whose mailing address is 2500 14th Street, N.W., Washington, DC 20009 (the "Clubhouse") on this ___day of_____, 2003.

RECITALS

WHEREAS, Developer is developing a condominium building, Zoning Commission Case No. 03-04, (the "Development") in the District of Columbia in accordance with the Planned Unit Development ("PUD") provisions of the District of Columbia Municipal Regulations; and

WHEREAS, the PUD regulations compel developers to provide public amenities in connection with a PUD that will benefit members of the local community who would not otherwise benefit from a development; and

WHEREAS, Developer wishes to recognize that the Clubhouse is important to the local community and can greatly benefit from donations made to the Clubhouse; and

WHEREAS, Developer wishes to gift, in accordance with the PUD regulations, certain amenities to the Clubhouse so that the Clubhouse can maintain and further its stature in the community as a place where community children can learn, socialize and deepen their community roots.

NOW, THEREFORE, the Developer will gift the following amenities to the Clubhouse:

(1) $5,000 - These funds will be used toward an afterschool tutorial program, athletic equipment, and the annual awards banquet.

(2) $4,600 - The Bozzuto Group will donate seven (7) desktop and two (2) laptop computers for the Clubhouse library/computer room.

(3) $2,000 – to purchase new monitors.

The total value of the foregoing amenities is Eleven Thousand Six Hundred Dollars ($11,600.00).

The undersigned have signed, sealed and acknowledged this Agreement on this _____ day of _____, 2003.

BELMONT PARTNERSHIP, LLP

By:_____

METROPOLITAN POLICE BOYS AND GIRLS CLUB CLUBHOUSE #10

By:_____

Title:_____

The undersigned have signed, sealed and acknowledged this Agreement on this 6 day of June, 2003.

BELMONT PARTNERSHIP, LLP

By:_____

GARNET-PATERSON MIDDLE SCHOOL

By: Veda C. Usilton
Dr. Veda Usilton, Principal

H

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number:

Contract Amount:

Project Name: MERIDIAN HILL CONDOMINIUMS

Project Address: 1437 Belmont Street, N.W. Ward: 1
Washington, D.C. 20009

This Employment Agreement, in accordance with D.C. Law 5-93 and Mayor's Order 83-265 for recruitment, referral, and placement of D.C. residents, is between the District of Columbia, Department of Employment Services, hereinafter referred to as DOES, and BELMONT PARTNERS, LLC c/o Bozzuto Homes, Inc., hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral and placement of new hires or employees for the new jobs created by this project and will hire 51% D.C. residents for all new jobs created, ~~as well, as 51% of apprentices~~ employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. General Terms

A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.

B. The EMPLOYER shall require all contractors and subcontractors with contracts totaling $100,000 or more to enter into a First Source Employment Agreement with DOES.

C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.

D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and extension or modifications to the contract.

F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan or contract/subcontract.

G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Metropolitan Area created as a result of internal promotions, terminations and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids and contracts.

H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, are included.

I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling $500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for 1 year or more.

II. Recruitment

A. The EMPLOYER will complete the attached Employment Plan which will indicate the number of new jobs projected, salary range, hiring dates and union requirements. The EMPLOYER will

notify DOES of its specific need for new employees as soon as that need is identified.

B. Notification of specific needs, as set forth in Section II.A., must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, but need not be limited to, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment and work to be performed.

C. Job openings to be filled by internal promotion from the EMPLOYERS'S current workforce need not be referred to DOES for placement and referral.

D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees and laid off workers who will be employed on the project.

III. Referral

A. DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. Placement

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer as agreed. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

C. In the event DOES cannot refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. In this event, the EMPLOYER will still be required to meet the 51% goal.

D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES from any liability for employees' actions.

V. Training

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and covered in a separate Training Agreement.

VI. Controlling Regulations and Laws

A. If this Agreement conflicts with any labor laws or governmental regulations, the laws or regulations shall prevail.

B. DOES will work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.

C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections the EMPLOYER will provide them to DOES.

VII. Agreement Modifications, Renewal, and Monitoring

A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease,

sales, assignment or otherwise, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.

B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.

C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.

D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.

E. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

F. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this_____day of_____20_____

Signed:

DEPARTMENT OF EMPLOYMENT SERVICES

6/10/03

SIGNATURE OF EMPLOYER

Charles L. Covell
Vice President
Bowles Parcels, LLC

Belmont Partners, LLC
NAME OF COMPANY c/o Bozzuto Homes, Inc.

ADDRESS 6401 Golden Triangle Dr., Ste. 200
Greenbelt, MD 20770

301 / 623-1501
TELEPHONE

EMPLOYMENT PLAN

Instructions:

- Submit original to the Department of Employment Services (DOES) with First Source Employment Agreement.
- Upon approval of project by the originating agency, DOES will contact Employer.

NAME OF FIRM Belmont Partners, LLC c/o Bozzuto Homes, Inc.

ADDRESS 6401 Golden Triangle Dr., Ste. 200 Greenbelt, MD 20770

TELEPHONE NUMBER 301/623-1501 FEDERAL IDENTIFICATION NO. 81-0565052

CONTACT PERSON Clark Wagner TITLE Dir. of Development Services

TYPE OF BUSINESS Land Development

ORIGINATING DISTRICT AGENCY

TYPE OF PROJECT FUNDING AMOUNT

PROJECTED START DATE PROJECT DURATION

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

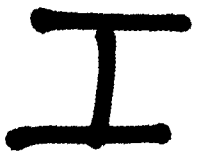
	JOB TITLE	# OF JOBS F/T	# OF JOBS P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE

A					
B					
C					
D					
E					

CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

NAME OF EMPLOYEE	SOCIAL SECURITY

Signature: _____ Date:



Proposed Elements of Construction Management Plan
Meridian Hill Condos
June, 2003

Belmont Partners, LLC, (the "Developer") proposes the following Construction Management Plan. Elements of this construction plan will include the following:

1. **Pre-Construction.** Prior to the start of construction, the Developer agrees to undertake certain pre-construction surveys, testing and subsurface exploration programs, including the following:

a. **Pre-Construction Survey.** Prior to any grading or excavation, the Developer will perform a survey to document the current condition of adjacent residential properties abutting the Site property lines on the east and west sides. Prior to undertaking the survey, the Developer shall select a surveyor deemed appropriate for the pre-construction survey as well as the scope of work to be performed and create a list of buildings to be surveyed which is limited to those that directly abut the property ("Surveyed Buildings"). The Developer will pay for these surveys, which will be completed within a reasonable time prior to any grading, excavation or other construction activity being performed on the Site. Owners of the Surveyed Buildings (the "Owners") are entitled to provide evidence of the existing condition of their property which shall be included in the survey. The Developer will furnish to each of the Owners a copy of the survey relating to their home when it is completed and prior to the beginning of any grading, excavation or other construction activity. In the event that an Owner does not provide reasonable access

to its property or does not reasonably cooperate with the surveyor during the survey process, the Owner will not be permitted to use the processes and procedures set forth herein. The Developer or the surveyor will notify the Owners by Federal Express of the opportunity to have a pre-construction survey conducted by the surveyor. The Owners shall be provided thirty (30) days to respond to such notice, to respond to the surveyor's reasonable request for access to the Owner's property, and to respond to other reasonable requests of the surveyor.

b. Other Surveys and Testing. In addition, prior to the start of construction, the Developer will perform other survey work, exploration and testing programs, as necessary. These may include: (i) geotechnical investigation to determine the structural strength of the existing soils, (ii) utility investigations to determine the location of water, sewer, electricity and gas systems, (iii) water pressure investigations to determine the water pressures provided by the local utility, and (iv) studies to determine the necessity of blasting. Upon request, the Developer will provide copies of all surveys and reports that are prepared, to the Owners.

c. Communication. The Developer shall designate a representative ("Representative") to be the key contact for interaction with the Owners. The Representative will be accessible during the business hours of 8 A.M to 6 P.M.. At any time construction activity is occurring on the Site, the Representative or designee shall be available to receive communications from the Owners. The name and work telephone number of the Representative or his/her

appointed designee shall be conspicuously posted at the Site and shall be readily available to members of the community. In addition, a name and telephone number of a person designated by the Developer to contact in case of emergency during hours in which no construction activity is occurring shall be readily available to members of the community. The Developer shall provide to the Contact Person, and keep updated, the names of and pertinent information about the Representative, the designee and emergency contact, including their home phone numbers and beeper numbers, as appropriate. The Representative, designee and emergency contact shall: (i) receive notice of violations of the Construction Management Plan; (ii) respond as soon as possible to the person who has reported the violation; and (iii) act to remedy the violation as soon as possible. The Representative and his/her designee will be able to answer questions and receive comments about the site activities, address any concerns the Owners and members of the community might have throughout the construction process, and have authority to remedy promptly violations of the Construction Management Plan and enforce its provisions.

2. Construction. It is anticipated that construction activities will start at the Site on or about the fourth quarter of 2003. The following is a discussion of construction-related issues and shall be binding on the Developer, its subcontractors and any successors and/or assigns of the Developer.

a. <u>Permits</u>. The Developer will secure all permits that are required to complete the project. The Developer will provide all Owners notification

of permits that require partial or total closures of streets or sidewalks, except in emergency situations.

b. Site Management

i. The Developer will contract for construction monitoring services during the course of sheeting/shoring, dewatering, excavation, installation of building foundations and below-grade walls. Additionally, the Developer will monitor vibrations during its operations and implement a program to evaluate the structural settlement of Surveyed Buildings to assure that potentially damaging impacts do not extend to the adjacent residential properties.

ii. The Developer will erect and maintain construction fencing and barricades along all streets that border the Site in order to screen and secure the site during the construction process. In addition, to the extent it does not interfere with construction. The Developer will provide the Contact Person with copies of all permits obtained from the District of Columbia Department of Consumer and Regulatory Affairs regarding soil erosion control and shall strictly adhere to the requirements of such permits.

iii. Construction or rental offices will be located in trailers on the Site or on adjacent public spaces with public space permits. Such trailers will be kept in a clean and orderly condition.

iv. A minimum amount of lighting will be provided at the Site at night. These lights will be sufficient to provide necessary security and to

comply with federal and municipal safety standards. The lights will be directed at the areas to be lighted within the Site and, when possible, away from the residences on Belmont Street.

c. **Cleanliness.** The Developer will remove rubbish and construction debris during the construction period during the normal construction workday and during periods of overtime and weekend construction work. In addition, the Developer will monitor and police the construction site as often as required to ensure cleanliness.

i. Dumpsters will be placed on the Site. Hauling and replacing dumpsters is under no circumstances to be done except between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, and 8:00 a.m. to 4:00 p.m. on Saturday.

ii. Trucks carrying excavation material and debris from the Site will be covered with tarps. Trucks shall enter/exit the Site from Belmont Street. All subcontractors and/or material suppliers will be provided with written instruction that establishes the approved truck routing to and from the Site. Violators will be issued notice that a repeat offense will result in that driver not being allowed to enter the Site in the future. Violations may be reported by the public to the Site office of the Developer by providing the license plate number and state as well as the truck company identification.

iii. The Developer will leave the streets clean at the end of each construction day, including sweeping up any soil spread by vehicles.

iv. The Developer will wash the outside of the windows of the Surveyed Buildings if necessary during the construction period.

v. The Developer will undertake a program of pest control to ensure additional monitoring of pest activity during the construction period in accordance with District of Columbia laws and regulations.

vi. Portable latrines, if any, will be placed on the Site as far as possible, considering proper safety, sanitary and construction activity requirements, from Belmont Street.

d. Work Hours. The normal construction work week will be Monday through Friday from 7:00 a.m. until 7:00 p.m., and Saturday from 8:00 a.m. until 4:00 p.m. All trucks for delivery of all materials, construction or otherwise, will arrive, depart and operate on the Site only during the foregoing hours. During certain phases of the construction, overtime hours after 7:00 p.m., but not later than 11:00 p.m. or before 7:00 a.m., except for emergency situations, will be necessary. Whenever overtime hours will be necessary, the Developer will provide notification to the Contact Person, at least 24 hours prior to implementation of the overtime hours (unless an emergency situation occurs or an unforeseen and urgent construction situation occurs, in which instance the Developer will provide notice to the Contact Person, as soon as possible, that construction work will be performed on the Site during overtime hours and describe the nature of the emergency or unforeseen and urgent situation). Such notification shall include the proposed overtime hours, a description of the type of work to be done in those hours, and the

potential impact of the work on noise, dirt and traffic in the area. In order to perform work during overtime hours, the Developer will be required to obtain an after hours construction permit from the District of Columbia. There will be no Sunday construction work permitted. (In addition, if the District of Columbia has more stringent regulations, the Developer will comply with the applicable work hour rules). In consultation with the Owners, the frequency of overtime work will be determined based on consideration of the beneficial effects to the neighborhood of completing construction of the project in the shortest amount of time, and the effects on the neighborhood of construction activity on the Site during overtime hours.

e. **Subcontractors.** The Developer for the project will have full responsibility for all subcontractors employed by them to work on the project. They will ensure that the subcontractors follow the terms of their agreements with the Developer and comply with the policies set forth in the Construction Management Plan.

i. The Developer will not permit off-site picnicking by workers employed by subcontractors (the "Workers") on residential streets. Those Workers who bring their meals and snacks to the Site will be required to eat inside the fenced Site. Those Workers who go off-site to eat will be required to eat the meal at the premises where it is purchased or, within the fenced Site.

ii. The Developer will monitor the site daily for cleanliness and will remove picnicking trash resulting from the Workers on all public roads and adjacent property abutting the Site.

iii. In addition, Workers shall not drink alcoholic beverages either openly or from paper bags in the foregoing residential areas before, during or after work hours.

f. **Traffic, Parking and Loading.**

i. All construction related vehicular access to the Site shall be via Belmont Street.

ii. The Developer will ensure that queuing of trucks for the project will occur on the Site to the extent possible. Trucks will not park directly in front of the residences on Belmont Street. When queuing on the streets is required, it will be for the minimum amount of time possible. Trucks in the queue will turn their engines off, until ready to move. To the extent possible, trucks on the Site will turn their engines off, except when powering equipment actively in use.

iii. Flagmen will be employed by the responsible subcontractors to ensure the safety of cars and pedestrians as trucks enter and leave the Site. Trucks leaving the Site will move from Belmont Street and then on to their destination.

iv. Parking for Workers and visitors to the project trailers will either be provided for on the Site, or in off-street parking structures. The Developer will notify Workers on a regular basis of the parking restrictions set forth herein. During the weekend overtime periods, the Developer will require that

Workers will not park in areas for which only weekday restrictions apply. The Developer will monitor compliance by Workers with the parking restrictions and, if Workers' vehicles are in violation of that restriction, the Developer will require Workers to move their vehicles. The Developer will use its best efforts to enforce these restrictions.

3. Post-Construction.

a. Damage to Surveyed Buildings. The Developer agrees that, in the event that any of the Surveyed Buildings sustains damage due to excavation, construction or any other activities related to this project, repairs will be arranged by the Owners and paid for by the Developer, pursuant to procedures outlined herein. The Construction Management Plan sets forth post-construction procedures that apply to the Developer and the Surveyed Buildings only, and not owners of other neighboring buildings.

b. Post-Construction Survey. No later than thirteen months after construction is completed, (evidenced by the issuance of a Certificate of Occupancy for the Site) upon written request of any Owner, the Developer shall order, carry out and pay for a post-construction survey to be completed within four weeks of the request. The post-construction survey will determine if any damage has occurred to the Surveyed Buildings. The Developer will seek to use the same surveyor as employed for the pre-construction survey (discussed above). To determine the validity of a damage claim, in addition to a post-construction survey

ordered by and paid for by the Developer, an Owner may order his/her own survey to be performed. The cost of such survey shall be borne by the Owner.

c. Dispute Resolution. Any dispute concerning the extent of construction-related damage or cost of property repair may, at the option of the Owner, be resolved by litigation or arbitration in accordance with the Rules of Procedure of the American Arbitration Association. All costs in connection with the survey, arbitration proceedings and related expenses shall be borne in the following manner: If the Plaintiff substantially prevails, the Developer shall pay all the Plaintiff's cost and expenses including reasonable attorneys fees; if the arbitrator or court determines that the Plaintiff's claims are frivolous, the Plaintiff shall pay its own costs and expenses and the arbitrator or court shall determine the portion of the Developer's attorney fees, if any, the Plaintiff will be required to pay. If the Developer prevails but the arbitrator or court does not determine that the Plaintiff's claim is frivolous, the Developer shall be responsible for their own expenses and costs of arbitration or litigation, and the Plaintiff will be responsible for its expenses and costs of arbitration or litigation. Damages include, but are not limited to damages to the structure, its contents and loss of use (if caused by damage to the structure).

d. Post-Construction Residential Contact Person. The Developer will notify each Owner of the name, address, and telephone number of the property manager who takes over the operation of the project. When construction is completed, as evidenced by the issuance of a Certificate of

Occupancy, the property manager will become the contact for all post-construction communication, not including damage claims by any Owner against the Developer.

4. Condition of PUD Approval. The Construction Management Plan shall be submitted as part of the PUD application to the Zoning Commission and shall be incorporated in and become a condition of any Zoning Commission approval of the applications of the Developer.

5. Complaint Procedure; Establishment of Fines. The following complaint procedure is provided to facilitate resolution of complaints by Owners and other persons. In accordance with Paragraph 6, this claims procedure is permissive and should not preclude other legal actions by Owners or other persons.

a. Complaint Process. Any complaint by an Owner or other person of any violation of the Construction Management Plan is to be made in accordance with the following:

i. Initial complaint of a violation shall be made to the Developer Representative or designee for resolution.

ii. If the problem is not resolved within fourteen (14) days from the date of complaint, or a second violation of the same event or of a similar nature occurs within ninety (90) days of the initial complaint, then the complaint shall be presented for resolution to the Liaison Committee, which is comprised of four members: one representing the Developer, one representing SK&I Architects (the "Architect"), and one representing each of the two properties directly abutting the Property. A resolution of the Liaison Committee requires unanimous consent.

b. Liaison Committee. If the problem is not resolved by the above procedure within 14 days from the date of the Liaison Committee meeting or a third or subsequent violation of a similar nature occurs within ninety (90) days of the initial complaint, the Liaison Committee and the LCA shall meet to discuss whether the alleged violation(s) occurred or the degree of the violation. If resolution still cannot be reached within fourteen (14) days of the Liaison Committee meeting to discuss the violation, an arbiter shall determine whether a violation or violations of the Construction Management Plan have occurred. Any determination that one or more violations have occurred shall further include a determination as to whether the violation(s) are major or minor, as defined in the schedule of fines attached hereto and incorporated herein as Exhibit A. The Developer shall then pay the appropriate fine amount. The term "fine" is meant to be money paid not as a penalty, but as liquidated damages. The fines are not a penalty, it being agreed by the Developer that the exact amount of damages is impractical or impossible to ascertain, and the established amounts are reasonable estimates of the damages that the Owners will incur as a result of such violations. The fines shall be paid by check delivered to the Contact Person within thirty (30) days of the Liaison Committee or the arbiter giving notice of the violation(s) and amount of fine(s) to the escrow account designee (as described in Paragraph 5c), and the Developer. Such check shall be made payable to an organization to be determined in the name of the Community Advisory Committee. Any determination by the Liaison Committee or the arbiter shall be binding on all parties. Failure of the Developer to

pay such fines within the thirty-day (30-day) time period will cause the amount of fines to double.

c. **Escrow Account.** The Developer shall establish an escrow account in the amount of $5,000.00 and shall at all times maintain that balance, replenishing the account immediately when any draw on the account reduces the balance below $5,000.00. The payment of any fines, pursuant to Paragraph 5b, shall be made from this escrow account. The escrow account shall be held by a mutually agreed upon designee. The fines shall be paid by the escrow account designee to a charitable organization to be determined within thirty (30) days of receiving written notification of the decision of the Liaison Committee or arbiter.

6. Remedies. The Construction Management Plan does not limit any common law or statutory rights or remedies available to any Owner or person relating to damages sustained to person or property attributable to activities of the Developer. The Construction Management Plan does provide additional rights.

Exhibit A
Schedule of Fines

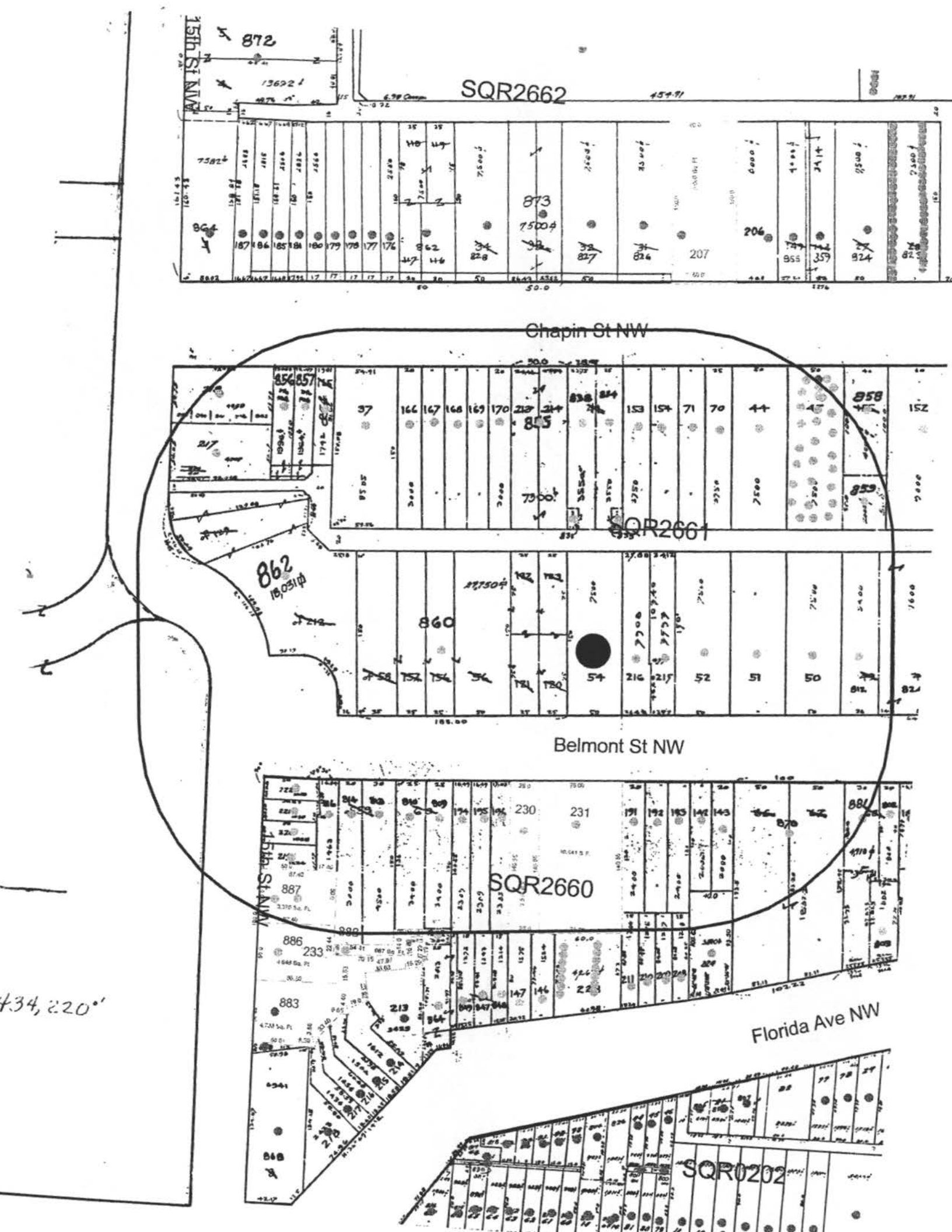
	Infractions	Fines
A.	Failure to Provide Property Owners with Pre-construction Survey	$10,000
B.	Major Infractions	$1,000 per violation as Determined by the LCA

These would be actions that adversely impact the area surrounding the Property and include a pattern of continued violations of the conditions contained in the Construction Agreement. Such violations would include frequent violations of the permitted construction activity periods, and/or delivery periods, and/or repeated inattention to the concerns of the Liaison Committee.

C.	Minor Infractions	$100-$250

These would be actions that adversely impact the neighborhood but are deemed to be minor by the Liaison Committee. These actions include non-recurrent time period and/or delivery period violations, and an isolated instance of failure to respond to the Owners' concerns in a timely manner.

J


15th St NW
SQR2662
Chapin St NW
SQR2661
Belmont St NW
15th St NW
SQR2660
Florida Ave NW
SQR0202

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ALLEN U NELSON
ET AL
1464 BELMONT ST NW
WASHINGTON, DC 20009

MIACHEL E SMITH
1438 BELMONT ST NW
WASHINGTON, DC 20009

SEAN TEAGUE
1459 FLORIDA AVE NW
WASHINGTON, DC 20009

CHARLES KERNS
ET AL
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EFFIE M BUTLER
1446 BELMONT ST NW
WASHINGTON, DC 20009

BOOKER T ARRINGTON
1444 BELMONT ST NW
WASHINGTON, DC 20009

GERTRUDE E AIKEN
ET AL
POB 53222
WASHINGTON, DC 20009

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WASHINGTON, DC 20009

DAPHNE M PETTY
1855 VERNON ST NW
WASHINGTON, DC 20009

STEVEN C GANTNER
1855 VERNON ST NW
WASHINGTON, DC 20009

PAMELA A RUCKER
1443 FLORIDA AVE NW
WASHINGTON, DC 20009

BENJAMIN F PEASANT
0733 QUEBEC PL NW
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WASHINGTON, DC 20009

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1449 FLORIDA AVE NW
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2313 15TH ST NW
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2317 15TH ST NW
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1048 29TH ST NW
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ET AL
380 MOUNT PROSPECT AVE APT 11D APT 11D
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WASHINGTON, DC 20009

JUBILEE HOUSING INC
1750 COLUMBIA RD NW
WASHINGTON, DC 20009

MICHAEL A BROWN
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CHAPIN HOUSING LP
1474 CHAPIN ST NW
WASHINGTON, DC 20009-4511

MERIDIAN MANOR-CHAPIN STREET LP
1101 30TH ST NW
WASHINGTON, DC 20007

PITTS MOTOR HOTEL INC
C/O FRED A SMITH CO
1730 K ST NW STE #713
WASHINGTON, DC 20006

PITTS MOTOR HOTEL INC
C/O FRED A SMITH CO
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9306 LUNDY CT
BURKE, VA 22015

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FOR LOVE OF CHILDREN
1816 12TH ST NW
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GKD 1412 CHAPLIN STREET LLC
C/O CARLOS PERDOMO
5408 OAKWOOD RD
ALEXANDRIA, VA 22310

PITTS MOTOR HOTEL INC
C/O FRED A SMITH CO
1730 K ST NW STE 713
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DEVELOPMENT CORPORATION COLUMBIA HEIGHTS
3419 14TH ST NW
WASHINGTON, DC 20010

OF NAZARENE
1417 BELMONT ST NW
WASHINGTON, DC 20009

DEVELOPMENT CORPORATION COLUMBIA HEIGHTS
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MICHAEL MARSHALL
1478 CHAPIN ST NW
WASHINGTON, DC 20009

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STANLEY H MERCHANT
ET AL
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ALEXANDRIA, VA 22302

1416 STREET NW LLC
POB 10878
BURKE, VA 22009

1416 STREET NW LLC
POB 10878
BURKE, VA 22000

BELMONT PARTNERS LLC
6401 GOLDEN TRIANGLE DR STE STE 200
GREENBELT, MARYLAND 20770-3203

GARDEN TOWERS LP
POB 10177
WASHINGTON, DC 20018

DEVELOPMENT CORPORATION OF COLUMBIA HEIG
3419 14TH ST NW
WASHINGTON, DC 20010

DEVELOPMENT CORPORATION OF COLUMBIA HEIG
3419 14TH ST NW
WASHINGTON, DC 20010

CHARLES RUSSELL PROPERTIES
9019 FT CRAIG DR
BURKE, VA 22015

CHARLES RUSSELL PROPERTIES
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BURKE, VA 22015

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BURKE, VA 22015

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9019 FT CRAIG DR
BURKE, VA 22015

CHARLES RUSSELL PROPERTIES
9019 FT CRAIG DR
BURKE, VA 22105

CHARLES RUSSELL PROPERTIES
9019 FT CRAIG DR
BURKE, VA 22015

CHARLES RUSSELL PROPERTIES
9019 FT CRAIG DR
BURKE, VA 22015

CHARLES RUSSELL PROPERTIES
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BURKE, VA 22015

CHARLES RUSSELL PROPERTIES
9019 FT CRAIG DR
BURKE, VA 22015

PROPERTI VHARLES RUSSELL ES
9019 FT CRAIG DR
BURKE, VA 22015

CHARLES RUSSELL PROPERTIES
9019 FT CRAIG DR
BURKE, VA 22015

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BURKE, VA 22015

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BURKE, VA 22015

CHARLES RUSSELL PROPERTIES
9019 FT CRAIG DR
BURKE, VA 22015

UNITED STATES OF AMERICA
NON-TAXABLE

CHARLES RUSSELL PROPERTIES
9019 FT CRAIG DR
BURKE, VA 22015

LINDA LOOK
1454 BELMONT ST NW
WASHINGTON, DC 20009

CHARLES RUSSELL PROPERTIES
9019 FT CRAIG DR
BURKE, VA 22015

LINDA LOOK
1454 BELMONT ST NW
WASHINGTON, DC 20009

Formatted for AVERY 5161 & 5261 Labels

RICHARD A CARBONARO
1455 FLORIDA AVE NW APT 1B
WASHINGTON, DC 20009-5813

BRADFORD ASSOCIATES,L.L.C.
1048 29TH ST NW
WASHINGTON, DC 20007-3831

BRADFORD ASSOCIATES, L.L.C.
1048 29TH ST NW
WASHINGTON, DC 20007-3831

SEAN TEAUE
1459 FLORIDA AVE NW
WASHINGTON, DC 20009-5801

SEAN H MCLEOD
1455 FLORIDA AVE NW APT 2B
WASHINGTON, DC 20009-5813

RICHARD A CABRONARO
1455 FLORIDA AVE NW APT 1B
WASHINGTON, DC 20009-5813

LARRY SIEGEL
1455 FLORIDA AVE NW APT 3A
WASHINGTON, DC 20009-5813

GIGO ASSOCIATES LLC & GIGO-2 ASSOCIATES
2311 15TH ST NW
WASHINGTON, DC 20009-4005

MAURICIO BANCHIERI
1455 FLORIDA AVE NW APT 3B
WASHINGTON, DC 20009-5813

BRIAN D MULDOON
1455 FLORIDA AVE NW APT 2B
WASHINGTON, DC 20009-5813

GIGO ASSOCIATES LLC & GIGO-2 ASSOCIATES
2311 15TH ST NW
WASHINGTON, DC 20009-4005

BRADFORD ASSOCIATES, L.L.C.
1048 29TH ST NW
WASHINGTON, DC 20007-3831

MAURICIO BANCHIERI
1455 FLORIDA AVE NW APT 3B
WASHINGTON, DC 20009-5813

BRADFORD ASSOCIATES, L.L.C.
1048 29TH ST NW
WASHINGTON, DC 20007-3831

LARRY SIEGEL
1455 FLORIDA AVE NW APT 3A
WASHINGTON, DC 20009-5813

Square Suffix and Lot: 2660 0142 * Lot Address: 1440 BELMONT ST NW
Owner: ALLEN U NELSON * Owner's Address: 1464 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0143 * Lot Address: 1438 BELMONT ST NW
Owner: MIACHEL E SMITH * Owner's Address: 1438 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0146 * Lot Address: 1459 FLORIDA AV NW
Owner: SEAN TEAGUE * Owner's Address: 1459 FLORIDA AVE NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0147 * Lot Address: 1461 FLORIDA AV NW
Owner: CHARLES KERNS * Owner's Address: 1461 FLORIDA AVE NW WASHINGTON, DC 20009-5801

Square Suffix and Lot: 2660 0191 * Lot Address: 1446 BELMONT ST NW
Owner: EFFIE M BUTLER * Owner's Address: 1446 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0192 * Lot Address: 1444 BELMONT ST NW
Owner: BOOKER T ARRINGTON * Owner's Address: 1444 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0193 * Lot Address: 1442 BELMONT ST NW
Owner: GERTRUDE E AIKEN * Owner's Address: POB 53222 WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0194 * Lot Address: 1462 BELMONT ST NW
Owner: J M NELSON * Owner's Address: 1464 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0195 * Lot Address: 1460 BELMONT ST NW
Owner: DAPHNE M PETTY * Owner's Address: 1855 VERNON ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0196 * Lot Address: 1458 BELMONT ST NW
Owner: STEVEN C GANTNER * Owner's Address: 1855 VERNON ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0208 * Lot Address: 1443 FLORIDA AV NW
Owner: PAMELA A RUCKER * Owner's Address: 1443 FLORIDA AVE NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0209 * Lot Address: 1445 FLORIDA AV NW
Owner: BENJAMIN F PEASANT * Owner's Address: 0733 QUEBEC PL NW WASHINGTON, DC 20010

Square Suffix and Lot: 2660 0210 * Lot Address: 1447 FLORIDA AV NW
Owner: DAVID A PICHETTE * Owner's Address: 1447 FLORIDA AV NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0211 * Lot Address: 1449 FLORIDA AV NW
Owner: DOROTHY M MASON * Owner's Address: 1449 FLORIDA AVE NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0219 * Lot Address: 2313 15TH ST NW
Owner: NATHAN B ACKERMAN * Owner's Address: 2313 15TH ST NW WASHINGTON, DC 20009-4005

Square Suffix and Lot: 2660 0220 * Lot Address: 2315 15TH ST NW
Owner: SYLVIA MOORE * Owner's Address: 2315 15TH ST NW WASHINGTON, DC 20009-4005

Square Suffix and Lot: 2660 0221 * Lot Address: 2317 15TH ST NW
Owner: ANDREW W WELTHAUS * Owner's Address: 2317 15TH ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0222 * Lot Address: 2319 15TH ST NW
Owner: P P LUTOV * Owner's Address: 1472 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0224 * Lot Address: 1441 FLORIDA AV NW
Owner: HILLSBORO ASSOCIATS LLC * Owner's Address: 1048 29TH ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0225 * Lot Address:
Owner: * Owner's Address:

Square Suffix and Lot: 2660 2001 * Lot Address: 1455 FLORIDA AV NW Unit: 1A
Owner: BRADFORD ASSOCIATES, L.L.C. * Owner's Address: 1048 29TH ST NW WASHINGTON, DC 20007-3831

Square Suffix and Lot: 2660 0802 * Lot Address: 1422 BELMONT ST NW
Owner: DAN SIVERTSEN * Owner's Address: 380 MOUNT PROSPECT AVE APT 11D APT 11D NEWARK, NEW JEI

Square Suffix and Lot: 2660 0803 * Lot Address: 1421 FLORIDA AV NW
Owner: MICHAEL A BROWN * Owner's Address: 1424 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0809 * Lot Address: 1464 BELMONT ST NW
Owner: J I NELSON * Owner's Address: 1464 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0810 * Lot Address: 1466 BELMONT ST NW
Owner: ALDA B FORRESTER * Owner's Address: 1466 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0813 * Lot Address: 1468 BELMONT ST NW
Owner: ANDREA E LUTOV * Owner's Address: 1474 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0814 * Lot Address: 1472 BELMONT ST NW
Owner: JEANNE O LUTOV * Owner's Address: 1472 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0816 * Lot Address: 1474 BELMONT ST NW
Owner: PAULP LUTOV * Owner's Address: 1474 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0847 * Lot Address: 1465 FLORIDA AV NW
Owner: PHILIP C SALLADAY * Owner's Address: 1424 FLORIDA AVE NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0848 * Lot Address: 1463 FLORIDA AV NW
Owner: V DARRELL ACREE III * Owner's Address: 1463 FLORIDA AVE NW WASHINGTON, DC 20009-5801

Square Suffix and Lot: 2660 0849 * Lot Address: 1467 FLORIDA AV NW
Owner: J C EASON * Owner's Address: 1757 SHEPHERD ST NW WASHINGTON, DC 20011

Square Suffix and Lot: 2660 0862 * Lot Address: NW
Owner: J I NELSON * Owner's Address: 1464 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0864 * Lot Address: 1469 FLORIDA AV NW
Owner: SIRUS D GHASSEMI * Owner's Address: 2249 12TH PL NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0870 * Lot Address: 1430 BELMONT ST NW
Owner: JUBILEE HOUSING INC * Owner's Address: 1750 COLUMBIA RD NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0881 * Lot Address: 1424 BELMONT ST NW
Owner: MICHAEL A BROWN * Owner's Address: 1424 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2661 0037 * Lot Address: 1474 CHAPIN ST NW
Owner: CHAPIN HOUSING LP * Owner's Address: 1474 CHAPIN ST NW WASHINGTON, DC 20009-4511

Square Suffix and Lot: 2661 0044 * Lot Address: 1424 CHAPIN ST NW
Owner: MERIDIAN MANOR-CHAPIN STREET LP * Owner's Address: 1101 30TH ST NW WASHINGTON, DC 20007

Square Suffix and Lot: 2661 0050 * Lot Address: 1425 BELMONT ST NW
Owner: PITTS MOTOR HOTEL INC * Owner's Address: C/O FRED A SMITH CO 1730 K ST NW STE #713 WASHING

Square Suffix and Lot: 2661 0051 * Lot Address: 1429 BELMONT ST NW
Owner: PITTS MOTOR HOTEL INC * Owner's Address: C/O FRED A SMITH CO 1730 K ST NW STE #713 WASHING

Square Suffix and Lot: 2661 0052 * Lot Address: 1433 BELMONT ST NW
Owner: NANCY S AHN * Owner's Address: 9306 LUNDY CT BURKE, VA 22015

Square Suffix and Lot: 2661 0054 * Lot Address: 1443 BELMONT ST NW
Owner: BELMONT PARTNERS LLC * Owner's Address: 6401 GOLDEN TRIANGLE DR STE STE 200 GREENBELT

Square Suffix and Lot: 2661 0070 * Lot Address: CHAPIN ST NW
Owner: MERIDIAN MANOR-CHAPIN STREET LP * Owner's Address: C/O 4TH FLOOR 1101 30TH ST NW WASHING

Square Suffix and Lot: 2661 0071 * Lot Address: 1428 CHAPIN ST NW
Owner: FOR LOVE OF CHILDREN * Owner's Address: 1816 12TH ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2661 0152 * Lot Address: 1412 CHAPIN ST NW
Owner: GKD 1412 CHAPLIN STREET LLC * Owner's Address: C/O CARLOS PERDOMO 5408 OAKWOOD RD ALEX/

Square Suffix and Lot: 2661 0153 * Lot Address: 1430 CHAPIN ST NW
Owner: DEVELOPMENT CORPORATION COLUMBIA HEIGHTS * Owner's Address: 3419 14TH ST NW WASHINGT(

Square Suffix and Lot: 2661 0154 * Lot Address: CHAPIN ST NW
Owner: DEVELOPMENT CORPORATION COLUMBIA HEIGHTS * Owner's Address: 3419 14TH ST NW WASHINGT(

Square Suffix and Lot: 2661 0166 * Lot Address: 1470 CHAPIN ST NW
Owner: GEORGE E DAVIS * Owner's Address: 1470 CHAPIN ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2661 0167 * Lot Address: 1468 CHAPIN ST NW
Owner: CAROL A BEANE * Owner's Address: 1468 CHAPIN ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2661 0168 * Lot Address: 1466 CHAPIN ST NW
Owner: TAMMY J VICKERS * Owner's Address: POB 73175 WASHINGTON, DC 20056

Square Suffix and Lot: 2661 0169 * Lot Address: 1464 CHAPIN ST NW
Owner: HAROLD SMITH * Owner's Address: 1464 CHAPIN ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2661 0170 * Lot Address: 1462 CHAPIN ST NW
Owner: JACK DAVIS * Owner's Address: POB 34785 WEST BETHESDA, MD 20827

Square Suffix and Lot: 2661 0215 * Lot Address: 1437 BELMONT ST NW
Owner: BELMONT PARTNERS LLC * Owner's Address: 6401 GOLDEN TRIANGLE DR STE STE 200 GREENBELT

Square Suffix and Lot: 2661 0216 * Lot Address: 1439 BELMONT ST NW
Owner: BELMONT PARTNERS LLC * Owner's Address: 6401 GOLDEN TRIANGLE DR STE STE 200 GREENBELT

Square Suffix and Lot: 2661 0812 * Lot Address: 1421 BELMONT ST NW
Owner: PITTS MOTOR HOTEL INC * Owner's Address: C/O FRED A SMITH CO 1730 K ST NW STE 713 WASHINGT

Square Suffix and Lot: 2661 0824 * Lot Address: 1417 BELMONT ST NW
Owner: OF NAZARENE * Owner's Address: 1417 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2661 0831 * Lot Address: 1436 CHAPIN ST NW
Owner: W M TAYLOR * Owner's Address: 1851 MANORFIELD CT MITCHELLVILLE, MD 20721

Square Suffix and Lot: 2661 0833 * Lot Address: CHAPIN ST NW
Owner: LEONARD J THOMPSON * Owner's Address: 1434 CHAPIN ST NW WASHINGTON, DC 20009-4511

Square Suffix and Lot: 2661 0834 * Lot Address: 1434 CHAPIN ST NW
Owner: V P THOMPSON * Owner's Address: 1434 CHAPIN ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2661 0838 * Lot Address: 1436 CHAPIN ST NW
Owner: DONALD C HOLMES * Owner's Address: 1436 CHAPIN ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2661 0854 * Lot Address: 1478 CHAPIN ST NW
Owner: MICHAEL MARSHALL * Owner's Address: 1478 CHAPIN ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2661 0855 * Lot Address: 1440 CHAPIN ST NW
Owner: ADAMS NATIONAL BANK * Owner's Address: 1627 K ST NW WASHINGTON, DC 20006

Square Suffix and Lot: 2661 0856 * Lot Address: 1482 CHAPIN ST NW
Owner: WILLIAM A PIZER * Owner's Address: 1482 CHAPIN ST NW WASHINGTON, DC 20012

Square Suffix and Lot: 2661 0857 * Lot Address: 1480 CHAPIN ST NW
Owner: STANLEY H MERCHANT * Owner's Address: POB 3334 ALEXANDRIA, VA 22302

Square Suffix and Lot: 2661 0858 * Lot Address: 1416 CHAPIN ST NW
Owner: 1416 STREET NW LLC * Owner's Address: POB 10878 BURKE, VA 22009

Square Suffix and Lot: 2661 0859 * Lot Address: CHAPIN ST NW
Owner: 1416 STREET NW LLC * Owner's Address: POB 10878 BURKE, VA 22000

Square Suffix and Lot: 2661 0860 * Lot Address: 1451 BELMONT ST NW
Owner: BELMONT PARTNERS LLC * Owner's Address: 6401 GOLDEN TRIANGLE DR STE STE 200 GREENBELT

Square Suffix and Lot: 2661 0862 * Lot Address: 2325 15TH ST NW
Owner: GARDEN TOWERS LP * Owner's Address: POB 10177 WASHINGTON, DC 20018

Square Suffix and Lot: 2661 0217 * Lot Address: 2327 15TH ST NW
Owner: DEVELOPMENT CORPORATION OF COLUMBIA HEIG * Owner's Address: 3419 14TH ST NW WASHINGTC

Square Suffix and Lot: 2661 0218 * Lot Address: 2331 15TH ST NW
Owner: DEVELOPMENT CORPORATION OF COLUMBIA HEIG * Owner's Address: 3419 14TH ST NW WASHINGTC

Square Suffix and Lot: 2661 2001 * Lot Address: 1420 CHAPIN ST NW Unit: 1
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2002 * Lot Address: 1420 CHAPIN ST NW Unit: 2
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2003 * Lot Address: 1420 CHAPIN ST NW Unit: 101
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2004 * Lot Address: 1420 CHAPIN ST NW Unit: 102
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2005 * Lot Address: 1420 CHAPIN ST NW Unit: 103
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2006 * Lot Address: 1420 CHAPIN ST NW Unit: 104
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2007 * Lot Address: 1420 CHAPIN ST NW Unit: 105
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2008 * Lot Address: 1420 CHAPIN ST NW Unit: 106
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2009 * Lot Address: 1420 CHAPIN ST NW Unit: 201
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2010 * Lot Address: 1420 CHAPIN ST NW Unit: 202
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2011 * Lot Address: 1420 CHAPIN ST NW Unit: 204
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2012 * Lot Address: 1420 CHAPIN ST NW Unit: 205
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2013 * Lot Address: 1420 CHAPIN ST NW Unit: 206
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2014 * Lot Address: 1420 CHAPIN ST NW Unit: 301
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2015 * Lot Address: 1420 CHAPIN ST NW Unit: 302
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2016 * Lot Address: 1420 CHAPIN ST NW Unit: 303
Owner: PROPERTI VHARLES RUSSELL ES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2017 * Lot Address: 1420 CHAPIN ST NW Unit: 304
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2018 * Lot Address: 1420 CHAPIN ST NW Unit: 305
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2019 * Lot Address: 1420 CHAPIN ST NW Unit: 306
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2020 * Lot Address: 1420 CHAPIN ST NW Unit: 401
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2021 * Lot Address: 1420 CHAPIN ST NW Unit: 402
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2022 * Lot Address: 1420 CHAPIN ST NW Unit: 404
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2023 * Lot Address: 1420 CHAPIN ST NW Unit: 405
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22105

Square Suffix and Lot: 2661 2024 * Lot Address: 1420 CHAPIN ST NW Unit: 406
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2025 * Lot Address: 1420 CHAPIN ST NW Unit: P1
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2026 * Lot Address: 1420 CHAPIN ST NW Unit: P2
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2028 * Lot Address: 1420 CHAPIN ST NW Unit: P4
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2661 2029 * Lot Address: 1420 CHAPIN ST NW Unit: P5
Owner: CHARLES RUSSELL PROPERTIES * Owner's Address: 9019 FT CRAIG DR BURKE, VA 22015

Square Suffix and Lot: 2570 0809 * Lot Address: 16TH ST NW
Owner: UNITED STATES OF AMERICA * Owner's Address: NON-TAXABLE

Square Suffix and Lot: 2660 0230 * Lot Address: 1456 NW
Owner: LINDA LOOK * Owner's Address: 1454 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 0231 * Lot Address: 1454 NW
Owner: LINDA LOOK * Owner's Address: 1454 BELMONT ST NW WASHINGTON, DC 20009

Square Suffix and Lot: 2660 2002 * Lot Address: 1455 FLORIDA AV NW Unit: 1B
Owner: RICHARD A CARBONARO * Owner's Address: 1455 FLORIDA AVE NW APT 1B WASHINGTON, DC 20009-5

Square Suffix and Lot: 2660 2003 * Lot Address: 1455 FLORIDA AV NW Unit: 2A
Owner: BRADFORD ASSOCIATES, L.L.C. * Owner's Address: 1048 29TH ST NW WASHINGTON, DC 20007-3831

Square Suffix and Lot: 2660 2004 * Lot Address: 1455 FLORIDA AV NW Unit: 2B
Owner: SEAN H MCLEOD * Owner's Address: 1455 FLORIDA AVE NW APT 2B WASHINGTON, DC 20009-5813

Square Suffix and Lot: 2660 2005 * Lot Address: 1455 FLORIDA AV NW Unit: 3A
Owner: LARRY SIEGEL * Owner's Address: 1455 FLORIDA AVE NW APT 3A WASHINGTON, DC 20009-5813

Square Suffix and Lot: 2660 2006 * Lot Address: 1455 FLORIDA AV NW Unit: 3B
Owner: MAURICIO BANCHIERI * Owner's Address: 1455 FLORIDA AVE NW APT 3B WASHINGTON, DC 20009-581

Square Suffix and Lot: 2660 2007 * Lot Address: 1455 FLORIDA AV NW Unit: P1
Owner: BRIAN D MULDOON * Owner's Address: 1455 FLORIDA AVE NW APT 2B WASHINGTON, DC 20009-5813

Square Suffix and Lot: 2660 2008 * Lot Address: 1455 FLORIDA AV NW Unit: P2
Owner: BRADFORD ASSOCIATES, L.L.C. * Owner's Address: 1048 29TH ST NW WASHINGTON, DC 20007-3831

Square Suffix and Lot: 2660 2009 * Lot Address: 1455 FLORIDA AV NW Unit: P3
Owner: MAURICIO BANCHIERI * Owner's Address: 1455 FLORIDA AVE NW APT 3B WASHINGTON, DC 20009-581

Square Suffix and Lot: 2660 2010 * Lot Address: 1455 FLORIDA AV NW Unit: P4
Owner: BRADFORD ASSOCIATES, L.L.C. * Owner's Address: 1048 29TH ST NW WASHINGTON, DC 20007-3831

Square Suffix and Lot: 2660 2011 * Lot Address: 1455 FLORIDA AV NW Unit: P5
Owner: LARRY SIEGEL * Owner's Address: 1455 FLORIDA AVE NW APT 3A WASHINGTON, DC 20009-5813

Square Suffix and Lot: 2660 2012 * Lot Address: 1455 FLORIDA AV NW Unit: P6
Owner: BRADFORD ASSOCIATES,L.L.C. * Owner's Address: 1048 29TH ST NW WASHINGTON, DC 20007-3831

Square Suffix and Lot: 2660 2013 * Lot Address: 1455 FLORIDA AV NW Unit: P7
Owner: SEAN TEAUE * Owner's Address: 1459 FLORIDA AVE NW WASHINGTON, DC 20009-5801

Square Suffix and Lot: 2660 2014 * Lot Address: 1455 FLORIDA AV NW Unit: P8
Owner: RICHARD A CABRONARO * Owner's Address: 1455 FLORIDA AVE NW APT 1B WASHINGTON, DC 20009-5

Square Suffix and Lot: 2660 0888 * Lot Address: 15TH ST NW
Owner: GIGO ASSOCIATES LLC & GIGO-2 ASSOCIATES * Owner's Address: 2311 15TH ST NW WASHINGTON, D

Square Suffix and Lot: 2660 0886 * Lot Address:
Owner: * Owner's Address:

Square Suffix and Lot: 2660 0887 * Lot Address: 2311 15TH ST NW
Owner: GIGO ASSOCIATES LLC & GIGO-2 ASSOCIATES * Owner's Address: 2311 15TH ST NW WASHINGTON, D