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DECLARATION OF COVENANTS

BY THIS DECLARATION, made this 2nd day of September, 1987, the COLUMBIA HOSPITAL FOR WOMEN, hereinafter referred to as the "Grantor", makes the following declarations, which shall constitute a covenant to run with the land, as provided by law and shall be binding on all parties and persons claiming under it, and for the benefit of the ADVISORY NEIGHBORHOOD COMMISSION 2A ("ANC 2A") and the FOGGY BOTTOM ASSOCIATION ("FBA") hereinafter at various times referred to as the "Grantees",

W I T N E S S E T H:

WHEREAS, the Grantor is the owner in fee simple of a tract of land consisting of approximately 100,671.12 square feet known as Lot 19 of Square 25 in the District of Columbia, as shown on the records of the Surveyor of the District of Columbia in Book 153, Page 89, as shown on the attached plat, Exhibit A, hereinafter referred to as the "Subject Property"; and

WHEREAS, the Subject Property is presently in the R-5-B zone district; and

WHEREAS, the Grantees, ANC 2A, a District of Columbia governmentally created entity, and FBA, are both entities whose purpose is to represent the residents and/or property owners in the geographical area defined by boundaries described in Exhibit B in regard to promoting the common good and general welfare of the people of the defined boundaries through activities designed to bring about civic betterment and social improvements; and

WHEREAS, the Grantees, having recognized that the Subject Property was in need of rezoning and wishing to minimize the adverse impact of that rezoning on the neighborhood have negotiated and executed an Agreement, dated April 29, 1987 with the Grantor for the rezoning of the Subject Property (herein-

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WILKES, ARTIS
HEDRICK & LANE
CHARTERED
1666 K STREET N.W.
WASHINGTON, D.C. 20006
(202) 457-7800

ZONING COMMISSION
District of Columbia
CASE NO.03-11
EXHIBIT NO.3G

after sometimes referred to as the "Agreement") and this Declaration of Covenants, and have agreed to support the Grantor's rezoning application; and

WHEREAS, Grantor filed an application for a rezoning with the District of Columbia Zoning Commission on February 11, 1987, known as Z.C. Case No. 87-3, which application was granted pursuant to Zoning Commission Order No. 540; and

WHEREAS, the covenants herein and this Declaration of Covenants are intended to implement the Agreement and to benefit the Grantees and the real property in the area identified on Exhibit B; and

WHEREAS, the Subject Property and the Grantor's use are subject to an Act of Congress of June 28, 1952 (66 Stat. 288), a copy of which is attached as Exhibit C.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby covenant and agree to and with the Grantees as follows:

1. The amount of gross floor area, as defined in Section 199 of the Zoning Regulations, October 1986, as amended, of the improvements on the Subject Property shall not exceed 230,000 square feet.

2. The maximum height of the improvements on the subject property shall not exceed 90 feet.

3. Any waiver or acceptance of any breach or violation of any provision of this Declaration of Covenants shall not constitute a waiver or acceptance of any subsequent breach or violation of the same provision or of any one or more other provisions of this Declaration of Covenants.

4. This Declaration of Covenants may be enforced in a court of competent jurisdiction in an action, or actions, for mandatory or prohibitory injunctive relief. Such injunctive

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relief, including remedial work, shall be available in addition to, and shall not be limited by, any available remedies at law. In any action for an injunction, either preliminary or permanent, the plaintiff shall be entitled to relief upon proof that the alleged conduct did, or is about to occur, and that such conduct was a violation of one or more of these covenants.

5. The Grantor operates the hospital pursuant to a 1952 charter from the United States Congress. A copy of the charter is attached as Exhibit C. In the event that the federal charter is amended, revoked or cancelled, and in the further event that the Grantor becomes the fee simple owner of the Subject Property, then, subject to the foregoing, these covenants, conditions and restrictions, are to run with the land and are not deemed to be personal to the Grantor or any Grantee and shall be binding upon the Grantor, its successors, heirs and assigns and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the Grantor, its successors, heirs and assigns, to conform to and observe said restrictions.

6. These covenants may not be amended in whole or in part or terminated except by written agreement of the Grantor and the Grantees or their respective successors. These covenants shall terminate and be released automatically fifty (50) years from the date of recordation in the Land Records of the District of Columbia.

7. Except as otherwise provided, if one or more clauses or terms of this Declaration of Covenants or any covenant running with the land is not given effect by any court, the other clauses or terms of this Declaration of Covenants shall remain in effect and the enforceability of such clauses, terms or covenants shall not be affected.

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8. If the District of Columbia, by law or regulation, prevents the performance of any of the provisions of this Declaration of Covenants, the Grantor shall promptly advise the Grantees of said law or regulation and the parties hereto shall jointly seek relief from the District of Columbia with respect to the application of that law or regulation and if such relief is not granted, the parties hereto shall seek alternative methods to carry out the obligations of the above sections, in a manner which would not conflict with the District of Columbia law or regulation in question. If the parties are unable to agree on such alternative methods, the parties shall mutually agree to seek to amend said law or regulation. If such action is unsuccessful, the applicable District of Columbia law or regulation shall govern performances of the obligations in this Declaration of Covenants. A District of Columbia law or regulation for the purposes of this paragraph is defined as an enactment or promulgation pursuant to the District of Columbia Code or the District of Columbia Rules and Regulations. The other provisions, clauses or terms of this Declaration of Covenants which are not in conflict with the above-mentioned law or regulation shall remain in effect and enforceability of such provisions, clauses, terms or covenants shall not be affected.

9. All notices and other communications hereunder shall be in writing and be deemed duly given if personally delivered and signed for, or mailed by certified mail, return receipt requested, postage prepaid to the addresses of the parties as executed herein. The following addresses shall be deemed the official addresses of the parties hereto for the purposes of this section:

Columbia Hospital for Women
2425 L Street, N.W.
Washington, D.C. 20037

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WILKES, ARTIS
HEDRICK & LANE
CHARTERED
1666 K STREET, N.W.
WASHINGTON, D.C. 20006
(202) 457-7984

Foggy Bottom Association
c/o West End Library
24th & L Street, N.W.
Washington, D.C. 20037

Advisory Neighborhood Commission 2A
Suite 100
1920 G Street, N.W.
Washington, D.C. 20006

The parties shall be responsible for notifying each other, in writing, of any change in address.

10. The provisions of this Declaration of Covenants shall not prevent any individual or property owner of the Foggy Bottom community including the named Grantees, from exercising any legal or equitable rights or remedies that he/she may have concerning individual tort actions arising from the development of the Subject Property nor shall this Declaration of Covenants prevent the Grantor from asserting legal defenses to such actions or from exercising any legal or equitable rights or remedies available to it in a like manner.

11. The obligation of the parties to this Declaration of Covenants shall only become effective after the issuance of the final written order of the Zoning Commission in Zoning Commission Case No. 87-3 granting the zoning change requested by the Columbia Hospital for Women and in the event that no appeal has been taken from said final order of the Zoning Commission.

IN WITNESS WHEREOF, on the day and year first hereinabove written, the said COLUMBIA HOSPITAL FOR WOMEN, a United States nonprofit corporation, has caused these presents to be executed with its name by G. Patrick Kane, its President and Chief Executive Officer, attested by , its secretary, and its corporate seal to be hereto affixed, and does hereby constitute and appoint G. Patrick Kane its true and lawful attorney-in-fact for it and in its name to appear before any officer authorized by law to take and certify acknowledgements and then and

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thereto acknowledge and deliver these presents as its act and deed,

ATTEST:

COLUMBIA HOSPITAL FOR WOMEN,
a United States corporation

Secretary

By
G. Patrick Kane, President
and Chief Executive Officer

(Seal)

DISTRICT OF COLUMBIA, ss:

I, W. B. Hoover, a Notary Public in and for the District of Columbia, do hereby certify that G. Patrick Kane, who is named as attorney-in-fact for Columbia Hospital for Women, party to the foregoing and attached Declaration of Covenants bearing date of the 3rd day of [illegible], 1987, personally appeared before me and the said G. Patrick Kane, being personally well known to me as the person named as attorney-in-fact in said Declaration for said Columbia Hospital for Women and acknowledged said Declaration to be the act and deed of said Columbia Hospital for Women and delivered the same as such.

GIVEN under my hand and seal this 9th day of September, 1987.

Notary Public, D.C.

My commission expires: 4/30/89

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HEDRICK & LANE
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WASHINGTON, D.C. 20006
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IN WITNESS WHEREOF, on the day and year first hereinabove written, the said ADVISORY NEIGHBORHOOD COMMISSION 2A has caused these presents to be signed by CHARLES L. CLAPP, its CHAIR, and does hereby constitute and appoint CHARLES L. CLAPP its true and lawful attorney-in-fact for it and in its name to appear before any officer authorized by law to take and certify acknowledgements and then and thereto acknowledge and deliver these presents its act and deed.

ATTEST:

ADVISORY NEIGHBORHOOD COMMISSION 2A

By Charles L. Clapp

DISTRICT OF COLUMBIA, ss:

I, Sandra G. Crist, a Notary Public in and for the District of Columbia, do hereby certify that Charles L. Clapp, who is named as attorney-in-fact for Advisory Neighborhood Commission 2A, party to the foregoing and attached Declaration of Covenants bearing date of the 2nd day of September, 1987, personally appeared before me and the said Charles L. Clapp, being personally well known to me as the person named as attorney-in-fact in said Declaration for said Advisory Neighborhood Commission 2A and acknowledged said Declaration to be the act and deed of said Advisory Neighborhood Commission 2A and delivered the same as such.

GIVEN under my hand and seal this 2nd day of September, 1987.

Sandra G. Crist
Notary Public, D.C.

My commission expires: March 14, 1990

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WASHINGTON, D.C. 20006
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IN WITNESS WHEREOF, on the day and year first hereinabove written, the said FOGGY BOTTOM ASSOCIATION has caused these presents to be signed by RICHARD J. PRICE, its PRESIDENT, and does hereby constitute and appoint RICHARD J. PRICE its true and lawful attorney-in-fact for it and in its name to appear before any officer authorized by law to take and certify acknowledgements and then and thereto acknowledge and deliver these presents as its act and deed.

ATTEST: FOGGY BOTTOM ASSOCIATION

Helen K. Whitney By Richard James Price

DISTRICT OF COLUMBIA, ss:

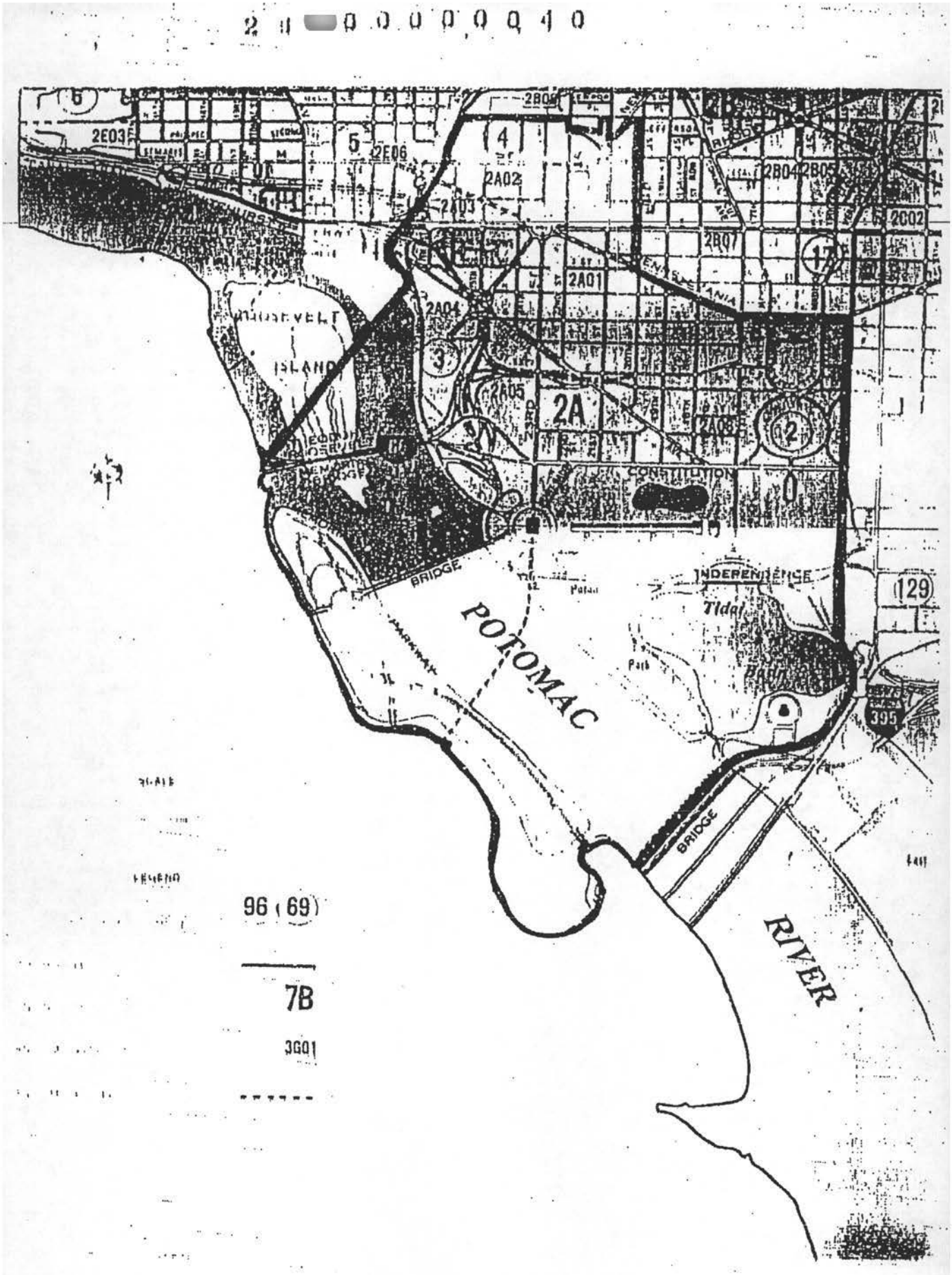
I, Hans L. Mackey, a Notary Public in and for the District of Columbia, do hereby certify that Richard James Price, who is named as attorney-in-fact for the Foggy Bottom Association, party to the foregoing and attached Declaration of Covenants bearing date of the 2nd day of September, 1987, personally appeared before me and the said Richard James Price, being personally well known to me as the person named as attorney-in-fact in said Declaration for said Foggy Bottom Association and acknowledged said Declaration to be the act and deed of said Foggy Bottom Association and delivered the same as such.

GIVEN under my hand and seal this 4th day of September, 1987.

Hans L. Mackey
Notary Public, D.C.

My commission expires: October 14 1991

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1666 K STREET, N.W.
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(202) 457-7800


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June thirtieth, nineteen hundred and seventeen, and for other purposes", approved July 28, 1916 (sec. 554, title 39, U. S. C.), is and insert in lieu thereof, the following: "Railroad companies carrying the mails shall submit, under the signature of a duly authorized official, when and in such form as may be required by the Postmaster General, evidence as to the performance of service."

(5) Subsection (j) of section 406, title IV of the Act entitled "An Act to create a Civil Aeronautics Authority, and to promote the development and safety and to provide for the regulation of civil aeronautics", approved June 23, 1938, as amended (sec. 486, title 49, U. S. C.), is hereby further amended to read as follows:

"(j) Air carriers transporting or handling United States mail shall submit, under signature of a duly authorized official, when and in such form as may be required by the Postmaster General, evidence of the performance of mail service; and air carriers transporting or handling mails of foreign countries shall submit, under signature of a duly authorized official, when and in such form as may be required by the Postmaster General, evidence of the amount of such mails transported or handled, and the compensation payable and received therefor."

Approved June 28, 1952.

DISTRICT OF COLUMBIA—CONVEYANCE OF LAND

CHAPTER 486—PUBLIC LAW 423

(H. R. 7551)

An Act to authorize the conveyance to the Columbia Hospital for Women and Lying-in Asylum of certain parcels of land in the District of Columbia, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That:

Subject to the provisions of section 3 of this Act, the Administrator of General Services and the Commissioners of the District of Columbia are directed to convey, without monetary consideration, to the Columbia Hospital for Women and Lying-in Asylum, Washington, District of Columbia, a corporation created by the Act of June 1, 1896 (14 Stat. 55), all right, title, and interest of the United States and of the District of Columbia in and to those pieces or parcels of land in the District of Columbia, described as follows, together with all improvements thereon and appurtenances thereto:

(a) All that piece or parcel of land situate and lying in the city of Washington in the District of Columbia and known as part of square numbered 35, as laid down and distinguished on the plat or plan of said city, as follows: Beginning at the southeast corner of said square and running thence north with Twenty-fourth Street two hundred and thirty-one feet and seven inches; thence west two hundred and thirty feet and six inches; thence north to M Street two hundred and thirty-one feet and two inches; thence west with M Street two hundred and fifteen feet and six inches to Twenty-fifth Street, thence south with Twenty-fifth Street two hundred and sixty-three feet and five inches; thence east two hundred feet; thence south to I Street two hundred feet; thence east with I Street two hundred and forty-six feet to the beginning; and being the property conveyed to the United States of America by deed dated October 17, 1876, from the Columbia Hospital for Women and Lying-in Asylum, recorded in liber 836, folio 154, of the land records of the District of Columbia.

(b) All that piece or parcel of land situate and lying in the city of Washington in the District of Columbia on the northeast corner of I, and Twenty-fifth Streets Northwest, being a part of original square num-

12. 12 U.S.C.A. § 556.
16. 16 U.S.C.A. § 115.

EXHIBIT C

bered 35, as follows: Beginning at the southwest corner of said square and running thence east with the line of said L Street two hundred feet for a corner; thence north two hundred feet for a corner; thence west two hundred feet for a corner; and thence south two hundred feet to the place of beginning; containing forty thousand square feet of ground, more or less, and being the property conveyed to the United States of America by deed dated July 6, 1872, from the Columbia Hospital for Women and Lying-in Asylum and Edward Maynard, recorded in liber 511, folio 181 of the land records of the District of Columbia.

Sec. 2. The deed conveying the property described in the first section of this Act shall provide that no part of said property shall, without the consent of the United States, be devoted to any other purpose than a hospital for women.

Sec. 3. The provisions of the paragraph following the appropriation for the Washington Hospital for Foundlings in the Act of March 3, 1893 (27 Stat. 553, 554, D.C.Code, title 33, sec. 1003), creating a lien in favor of the United States with respect to the appropriations referred to therein, shall also apply to the appropriations in the aggregate amount of $50,000, granted in the Act of June 10, 1872 (17 Stat. 360), and in the Act of March 3, 1875 (18 Stat. 356), for the purchase by the United States of the property described in the first section of this Act, and the acceptance by the Columbia Hospital for Women and Lying-in Asylum of the conveyance of said property shall be deemed an acceptance of and agreement to this provision.

Sec. 4. (a) The following provisions of law are hereby repealed:

(1) So much of the second paragraph under the heading "Columbia Hospital for Women and Lying-in Asylum, and Other Charities," in the Act of June 10, 1872 (17 Stat. 360), as reads: "; and that in addition to the directors, whose appointments are now provided for by law, there shall be three other directors appointed in the following manner: One Senator by the President of the Senate, and two Representatives by the Speaker of the House; these directors shall hold their office for the term of a single Congress, and be eligible to a reappointment";

(2) The proviso which immediately follow the appropriations for the Columbia Hospital for Women and Lying-in Asylum, in the Acts of June 4, 1890 (21 Stat. 157), July 14, 1892 (27 Stat. 164), and March 3, 1893 (27 Stat. 551, D.C.Code, title 33, sec. 315); and

(3) The proviso under the heading "Columbia Hospital for Women and Lying-in Asylum", in the Act of March 4, 1915 (38 Stat. 1147, D.C.Code, title 32, section 3141), as amended.

(b) The repeals effected by paragraphs (1) and (3) of subsection (a) of this section shall not affect the current term of office of any trustee or director of the Columbia Hospital for Women and Lying-in Asylum appointed prior to the date of the enactment of this Act, and the existing directors and their successors shall have all the powers and authority of the original incorporators named in the Act of incorporation of said hospital (Act of June 7, 1866, 14 Stat. 55) and the power to fill vacancies on the board of directors.

Approved June 28, 1952.

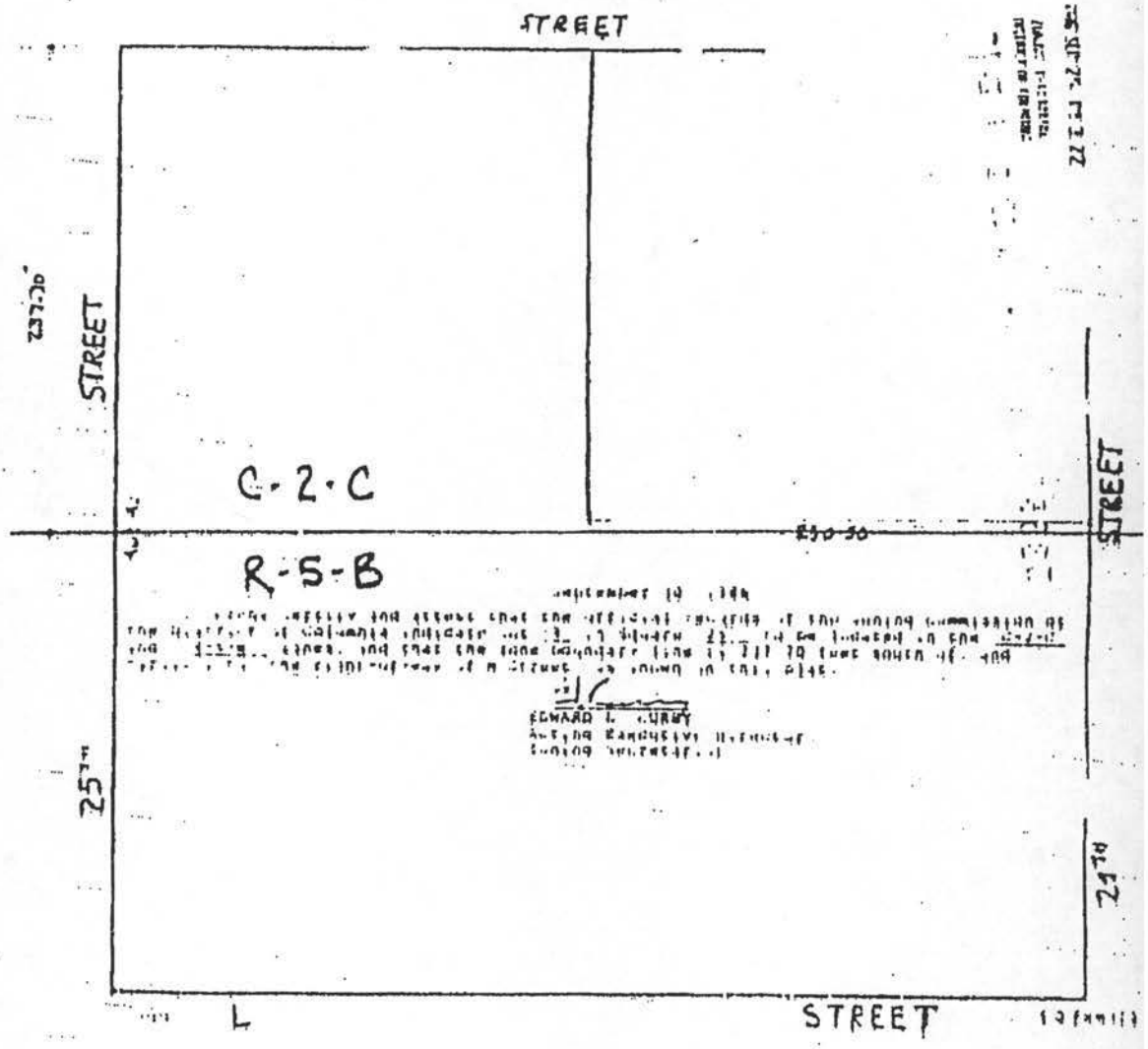


EXHIBIT A

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