Affidavit of Joshua Dix

The undersigned, being duly sworn according to law, deposes and says:

1. I am a Senior Vice President at Trammell Crow Company ("**TCC**").
2. TCC is a national real estate development firm active in the Washington, DC region. Its development portfolio includes, multifamily residential buildings, commercial buildings, and mixed-use urban properties.
3. TCC is the lead developer in a joint venture to develop the property located at 222 M Street SW ("**Property**"), which is currently unimproved.
4. TCC and the joint venture team were the original applicant in Zoning Commission ("**ZC**") Case No. 11-13. ZC Order No. 11-13 ("**Order**") approved a Planned Unit Development for a mixed-use multifamily residential and church building on the Property (the "**Project**").
5. Since the Order approved the Project, TCC has been diligent in its efforts to proceed with the Project.
6. When TCC submitted the application for the Project to the ZC in June 2011, it understood that the Property is within the Zone A Flood Hazard Area on the Federal Emergency Management Agency ("**FEMA**") Flood Insurance Rate Map ("**FIRM**").
7. Because the Property is in Zone A on the FIRM, the Project is subject to onerous and expensive flood-proofing design requirements.
8. Based on information from FEMA, TCC understood, at the time it was designing the Project, that the Property would be removed from Zone A on the FIRM once the Army Corps of Engineer ("**USACE**") completed a levee/flood barrier across 17th Street NW.
9. Based on all available information at the time of application, TCC understood that levee would be completed in 2011 and that the FIRM would be changed well before TCC planned to begin construction on the Project, in 2014.
10. When TCC designed the Project in 2011, it did not include the onerous flood-proofing requirements based on its reasonable understanding that the FIRM would be changed, removing the property from the flood plain, by the time it planned to submit an application for a building permit and the requirements would not be applicable.
11. Based on its reasonable expectation that it would not have to design the Project to satisfy the flood-proofing requirements, TCC did not budget for these additional design requirements.
12. The appeals of the Order to the D.C. Court of Appeals halted TCC's ability to proceed with the Project until the appeals were dismissed in January 2013.
13. TCC was unable to secure suitable financing for the Project in 2013.
14. When TCC began design development in early 2014, it learned that the levee was still not complete and that the Property was still in Zone A on the FIRM.
15. Not knowing when the levee would be completed, TCC desired to file an application for a building permit before the Order expired, so solicited a cost estimation for incorporating the flood-proofing elements into the Project's design.
16. Engineers estimated that the cost of adding the flood-proofing elements to the Project's design would be approximately $4 million.
17. An additional cost of $4 million to the Project would make it financially unviable. TCC would be unable to proceed with the development of the Project if it were required to incorporate the additional flood-proofing design elements.
18. TCC cannot submit a building permit application for the Project unless either the design

incorporates the flood-proofing elements or the Property is removed from Zone A on the FIRM. Removing the Property from Zone A is the only feasible option for TCC because of cost constraints.

19. When the USACE announced in October 2014 that construction of the levee was complete and initial testing had begun, TCC immediately explored the process for changing the FIRM to remove the Property from Zone A.
20. FEMA indicated to TCC and its counsel that it would be unlikely to proceed with a separate amendment to the FIRM for just the Property since FEMA will be amending the entire FIRM for the District of Columbia after the levee is certified.
21. FEMA indicated to TCC and its counsel that the levee will not be certified and the FIRM will not be changed until approximately early 2016, at the soonest.
22. Because of the timeline for changing the FIRM, TCC will be unable to file an application for a building permit for the Project before the Order expires.
23. Despite the challenges that it has encountered, TCC intends to proceed with the Project. However, more time is necessary to allow FEMA to certify the levee and amend the FIRM so that it is unnecessary for the Project to include costly flood-proofing requirements.
24. If TCC loses the entitlements granted in the Order, then TCC will not be able to develop a vacant site; provide a new sanctuary for St. Matthews Church; provide new housing to the District, 10% of which will be affordable units; and, provide the community benefits to which TCC has committed, which includes a community courtyard that will be open to the public.

JOSHUA DIX

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Senior Vice President
Trammell Crow Company

Subscribed and sworn to before me this 17th day of November 2014.

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Notary Public

My Commission expires: 1-31-17
[Notarial Seal]

NOTARY PUBLIC MY COMMISSION EXPIRES JAN. 31, 2017 DISTRICT OF COLUMBIA