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**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
ZONING COMMISSION**

**ZONING COMMISSION ORDER NO. 13-08  
Z.C. Case No. 13-08  
Square 5914, LLC  
Congress Heights Metro Development  
Consolidated Planned Unit Development and  
Related Map Amendment at  
1309, 1331, 1333 Alabama Ave. 3200, 3210 13th Street SE  
Parcels 229/161, 229/160, 229/153, 229/151, and 229/103 and Lots 6 and 7  
in Square 5914**

**March 16, 2015**

Pursuant to notice, the Zoning Commission for the District of Columbia (the "Commission") held a public hearing January 22, 2015 to consider an application from Square 5914, LLC (the Applicant) requesting a first stage and consolidated review and approval of a planned unit development ("PUD") application and related zoning map amendment for the parcels surrounding the Congress Heights Metro station. The Commission considered the application pursuant to Chapters 24 and 30 of the District of Columbia Zoning Regulations, Title 11 of the District of Columbia Municipal Regulations ("DCMR"). The public hearings were conducted in accordance with the provisions of 11 DCMR § 3022. For the reasons stated below, the Commission hereby denies the application.

**Procedural History**

1. The Applicant applied to the Commission on May 2, 2013, for consolidated review and one-step approval of a PUD for property consisting of the site located at 1309, 1331, 1333 Alabama Ave and 3200, 3210 13th Street SE parcels 229/161, 229/160, 229/153, 229/151, and 229/103 and Lots 6 and 7 in square 5914 (the "Subject Property"), as well as a related amendment of the Zoning Map to zone the site currently located in R-5-A zone district. The overall site has approximately 88,486 square feet of land area.
2. The Applicant proposes to demolish five existing buildings to create a mixed-use, mixed-income development project for the adaptive reuse of the Subject Property. The overall project will include two buildings with frontage along Alabama Avenue, SE and 13th Street, SE that include approximately 205-215 residential apartment units and approximately 7,600 square of ground floor retail, as well as an office building. The proposed development seeks to displace current residents of the five current buildings, with no proposed timeline to ensure displaced residents' right to return as purported in the application.

3. On July 8th of 2013 the application submitted by Square 5914 was reviewed by the DC Zoning Commission. The Commission ultimately decided unanimously to set the proposal down for a public hearing but with strong reservations due to lack of clarity in the application regarding several issues, among these the lack of detail and clarity on the purported public benefits, including the specific Inclusionary Zoning requirements that the project would comply with.
4. On September 12, 2014 the Applicant submitted a prehearing statement in response to the initial concerns expressed by the Zoning Commission, requesting that a date be set for a public hearing.
5. On January 6th, 2015 the Alabama Ave/ 13<sup>th</sup> Street Tenants Coalition filed for party status as an adversely affected party of residents in opposition to the proposed PUD.
6. Based on the lack of site control of the Applicant over Square 5914 Lot 7, the Alabama Ave/ 13<sup>th</sup> Street Tenants Coalition filed a Motion to Postpone the public hearing on January 21<sup>st</sup>. The motion to postpone was denied by the Commission.
7. A public hearing was held on January 22, 2015, after which no final decision was made based on the Commission's continuing concerns with the Applicant's proposal.
8. The Commission chose to reconsider the applicant's proposal on March 9th, 2015.
9. Subsequent to the decision to reconsider the proposal on March 9th, Counsel for both the Applicant and Party Opponent respectively submitted a Joint Motion to delay reconsideration of the Applicant's proposal until March 30, 2015.

### **Findings of Fact**

1. At the Zoning hearing on January 22, 2015 testimony from residents of the affected property and the public at large expressed opposition to the PUD. This opposition was primarily based on the lack of a comprehensive plan and timeline to protect the relocation and right of return of current residents, the lack of engagement of residents throughout the creation of the Community Benefits Agreement, and the living conditions and deplorable treatment of tenants by Sanford Capital- a partner to the Applicant and current owner of four of the five buildings proposed for demolition. Commissioner May specifically expressed doubt as to the approval of such a PUD without knowing that all parties involved are trusted partners. *See Archived public hearing record from January 22, 2015 at 4:50:00*

Furthermore, the Commission expressed concern regarding several other key issues, including the following:

- A. More information needed on a plan for the relocation and return of tenants

to the redeveloped property. Specifically, the Commission sought more information regarding the number and details of relocation units already identified and offered to tenants, a cost analysis of the expenses involved in relocation and clarity with respect to any proposed rent increases residents would experience during a period of temporary relocation or upon return to the redeveloped property;

- B. further efforts be made to communicate with tenants and to try to reach an agreement regarding the proposed development;
- C. specific information from applicant regarding how many units in the new development will be set aside as affordable, and clarity as to whether those units will be per, or in addition to, the Inclusionary Zoning affordability requirements;
- D. further explanation regarding amenities and benefits proposed and more clarity around where the money spent on community benefits is actually going, before a fully executed Community Benefits Agreement is to be entered into the record and;
- E. clarification as to whether procedural and notification requirements were met by the ANC prior to voting to approve the purported Community Benefits Agreement.

*See archived public hearing record from January 22, 2015  
at 4:43:14*

2. At the public hearing on January 22nd there was also testimony regarding the legitimacy of the proposed Community Benefits Agreement. Specifically, ANC 8E-06 Commissioner Armstead testified to the lack of transparency among members of the ACCORD included in the Community Benefits agreement. Commissioner Armstead and several tenants also testified to a general lack of engagement and notification to tenants of ANC meetings where the proposed PUD was to be discussed with the community at large as well as those residents most directly affected. Tenants of the affected property clearly expressed in their testimony that the ANC chair for 8E was not representing their interests to the Developer nor before the Zoning Commission. Commissioner Armstead submitted a letter to the Zoning Commission which expressed that the proposed Community Benefits Agreement as submitted by the Developer and signed by the ANC Chair for 8E did not take into account the interest of the community or those residents who would be most directly impacted by the project. "The ACCORD", Commissioner Armstead stated in her testimony, "attempts to undermine the authority of the community" through a "lack of due diligence in

informing the community". *See the testimony of Commissioner Armstead attached as Exhibit 1. See also archived public hearing record from January 22, 2015 at 3:59:10*

3. Tenants of the subject properties further testified at the public hearing on January 22, 2015 that they have continuously lived in substandard housing conditions since the current owners and applicant first acquired the property. Tenants representing the Alabama Ave/13th Street Tenants Coalition, as well as a Student Attorney from Howard University testified to the unsafe and unsanitary housing conditions that tenants have been subjected to under the current ownership. Party opponents detailed specifically, among other issues; raw sewage found in the common areas of the property, the lack of heat in the winter, lack of security at the property and severe flooding in the basement of at least two of the buildings. Additionally, Congress Heights Community members testified that based on the Applicant's past behavior they do not trust the Applicant and will not support the proposed PUD. *See testimonies attached as Exhibit 2.*

4. In the initial Statement of Support filed by the applicant on May 2, 2013 the applicant purported that "affordable units" in compliance with Inclusionary Zoning requirements would be created in the proposed PUD. Inclusionary zoning requires that eight percent of units be set aside for residents making a maximum of 80% of the Area Median Income, which would amount to a maximum of 18 units of the proposed 205-215 to be created on the site. Currently, there are 59 units proposed for demolition. Forty-seven of these units presently maintain a deeper level of affordability via rent control than that which would be required for the 18 Inclusionary zoning units proposed in the new development. Another 12 of the standing 59 units have additional affordability protections specifically for persons with income levels at or below 30% of the Area Median Income, or persons making between \$0 and \$32,000 per year for a family of four. The PUD seeks to demolish 59 units, all of which have some kind of affordability protection, and replace them with a maximum of 18 units affordable to persons making up to 80% AMI, or as much as \$86,900 per year for a family of four. *See Proposed PUD. See DC Official Code 42-3502.06 on Rent Control attached as Exhibit 3.*

5. The Applicant testified generally that he would provide space for neighborhood retailers at a reduced rate. However, the Applicant failed to provide the details of the program. Specifically, the Applicant failed to identify the number of retailers that would be accommodated, the time period for the reduced rate, and the amount of rent that would be charged. The Commission did not hear any testimony about concrete outreach done in the community to identify and encourage small, locally owned businesses that would be part of the retail space. *See Proposed PUD*

6. The Hearing Report provided to the Zoning Commission by the Office of Planning on January 12, 2015 contained no analysis of displacement that would result from the proposed PUD, nor of the effects of the overall reduction of affordable units on the community and the District at large. The hearing report erroneously states that "the applicant has relocated or provided relocation assistance to existing residents for new homes within Ward 8," when in fact approximately half of the units remain occupied, and all remain either under rent control

or under an affordability covenant. Additionally it states, as does the Applicant's original submission, that existing residents would experience rent increases of no more than 4% annually. Particularly in the case of those residents who are seniors or have someone living in the unit who has a disability, a 4% annual rent increase would likely be substantially higher than rent increases permissible in the rent controlled units where they are currently living in accordance with the District's rent control laws. A senior, for example, living in a rent-controlled unit presently should only be able to experience an annual increase at a maximum of 1.4%. See *History of Rent Control statistics attached as Exhibit 4; see also Office of Planning January 12, 2015 report.*

7. At the time that Square 5914 LLC filed an Application for a Consolidated Planned Unit Development and Related Zoning Map Amendment on May 2, 2013, Square 5914 LLC lacked a Letter of Authorization from the owners of the Property. Review of subsequent, amended submissions to the Zoning Commission by the PUD applicant found no such Letter of Authorization from the owners of the Property. As part of the PUD application, Sanford Capital and Square 5914 LLC filed Application forms and Letters of Authorization purportedly for square 5914, lot 7, 3200 13th Street SE. Presently there are numerous issues which cloud the title of the Property. These issues include:

- A. The Recorder of Deeds online records include a Lis Pendens regarding the Property: document 2014083206 (see attached documents). The Lis Pendens in a real property lawsuit (Superior Court of the District of Columbia Civil Division case 14-0005639) by the plaintiff Congress Heights Community Training and Development Corporation against the defendants 3200 Thirteenth Street, LLC, Zed Smith, and Kelvin Elmore (the owners of the Property). The lawsuit seeks to enforce a contract signed by the defendants in 2012 to sell the Property to the plaintiff. See *Motion to Postpone attached as Exhibit 5.*
- B. The owners of the Property are in default on a loan from the District Department of Housing and Community Development in the amount of \$920,100. *Id.*
- C. The owners of the property owe \$70,100.19 in back taxes to the District of Columbia according to the Office of Tax and Revenue online records. *Id.*
- D. The owners of the Property have an existing water sewer lien from the District of Columbia Water and Sewer Authority. *Id.*
- E. The Property is covered by a Covenant with the District of Columbia and its Department of Housing and Community Development that limits occupancy of its residential units to Extremely Low Income tenants. *Id.*

#### **Conclusions of Law**

### *PUD Evaluation Standards*

- 1) The Commission denies the application as not meeting the standards of Chapter 24 of the Zoning Regulations.
- 2) The Planned Unit Development process is designed to encourage high quality developments that provide public benefits. 11 DCMR 2400.1. The overall goal of the PUD process is to permit flexibility of development and other incentives, provided that the PUD project "offers a commendable number of quality or public benefits, and that it protects and advances the public health, safety, welfare, and convenience." 11 DCMR § 2400.2. Section 2403 further outlines the standards under which the application is evaluated: 2305.3 The PUD standards further provide that the "impact of the project on the surrounding area and upon the operations of city services and facilities shall not 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."

The current application fails to meet the above standards in the following ways:

- a. The Party Opponent offered testimony at the hearing detailing the condition of the current properties that the Applicant owns and controls. Specifically, the Party Opponents detailed among other things; raw sewage found in the common areas of the property, the lack of heat in the winter, and lack of security at property and severe flooding in the basement of at least two of the properties. This testimony shows the Applicant is not a trustworthy partner for the District and cannot be counted on to comply with applicable building and housing codes. As such, the Applicant's past behavior clearly demonstrates their project will not protect and advance public health safety, welfare, and convenience and that the proposed project will not be beneficial. Additionally, Congress Heights Community members testified that based on the Applicant's past behavior they do not trust the Applicant and will not support the proposed PUD. *See Exhibit 2 attached to Findings.*
- b. There is no indication that there is any type of additional community benefits proffered that will actually benefit the existing Congress Heights Community. The Applicant submitted a proposed Community Benefits Agreement. However, the Community Benefits Agreement was not executed. Moreover, testimony at the January 22, 2015 hearing made clear that the Congress Heights community at large had not input in the proposed agreement, the agreement was not properly approved by the ANCs, and the agreement was negotiated to benefit a select few in the community. *See Exhibit 1 attached to Findings.*
- c. The current proposal seeks to demolish the existing 5 buildings at 1309, 1331, 1333 Alabama Ave. SE- along with 3210 and 3200 13<sup>th</sup> Street SE. Four of these buildings are currently occupied by tenants. Those tenants make up the Alabama Ave/ 13<sup>th</sup> Street Tenants Coalition and are the Party Opponents to the Application. As recited in the Statement of facts, in the initial Statement of Support filed by the Applicant on May 2, 2013 the Applicant

purported that “affordable units” in compliance with Inclusionary Zoning requirements would be created in the proposed PUD. Inclusionary zoning requires that eight percent of units be set aside for residents making a maximum of 80% of the Area Median Income, which would amount to a maximum of 18 units of the proposed 205-215 to be created on the site. Currently, there are 59 units proposed for demolition. Forty-seven of these units presently maintain a deeper level of affordability via rent control than that which would be attained for the 18 Inclusionary zoning units proposed in the new development. Another 12 of the standing 59 units have additional affordability protections specifically for persons with income levels at or below 30% of the Area Median Income, or persons making between \$0 and \$32,000 per year for a family of four. The PUD seeks to demolish 59 units, all of which have some kind of affordability protection, and replace them with a maximum of 18 units affordable to persons making up to 80% AMI, or as much as \$86,900 per year for a family of four. The Applicant has not been able to reach a relocation agreement with the current tenants of the property which puts them at risk of displacement if the Application is approved and the building is demolished. This displacement, in the midst of the District’s current affordable housing crisis, does not advance the public health, safety, welfare and convenience of the surrounding community.

d. The Applicant testified generally that he would provide space for neighborhood retailers at a reduced rate. However, the Applicant failed to provide the details of the program and specify the square footage of space to be set aside, the number of retailers that would be accommodated, the time period for the reduced rate, and the amount of rent that would be charged. The Commission did not hear any testimony about concrete outreach done in the community to identify and encourage small, locally owned businesses that would be part of the retail space. The applicant also has a history of non-compliance with agreements and MOUs. Therefore, the Commission does not consider this to be a viable Community Benefit that will be delivered. *See Exhibit 2 attached to Findings.*

### *Comprehensive Plan*

3) The Commission must also find that the project is not inconsistent with the Comprehensive Plan and other public policies, 11 DCMR § 2403.4, and it must find that the impact of the project on surrounding areas and government operations will not be unacceptable. A project’s impact must either be favorable or, if adverse, capable of being mitigated or outweighed by the project’s benefits. 11 DCMR § 2403. Applicant’s current proposal is not consistent with various elements of the Comprehensive Plan and therefore must be rejected. Furthermore, in evaluating whether the applicant has met its burden, the Commission must “judge, balance, and reconcile the relative value of the project amenities and public benefits offered, the degree of development incentives requested, and any potential adverse effects according to the specific circumstances of the case” 11 DCMR § 2403.8. The Commission finds that the present proposal is inconsistent with the Comprehensive Plan in several ways:

*a. Land Use Element Policy LU-1.3.2: Development Around Metrorail Stations Concentrate redevelopment efforts on those Metrorail station areas which offer the greatest opportunities for infill development and growth, particularly stations in areas with weak market demand or with large amounts of vacant or poorly utilized land in the vicinity of the station entrance. Ensure that development above and around such stations emphasizes land uses and building forms which minimize the necessity of automobile use and maximize transit ridership while reflecting the design capacity of each station and respecting the character and needs of the surrounding areas.*

The Commission finds that the land currently around the Metro Station is not being poorly used as it is home many low to medium income renters. However, the Commission further finds that the current state of the housing in the area, which is owned in part by the Applicant, is in deplorable condition. As such, the Commission does not feel it is appropriate to reward the Applicant for their poor stewardship of the current property by allowing them to demolish those units and displace the current residents from their community. Instead, the Commission feels the appropriate remedy is for the District to step in and enforce housing regulations pursuant to **Policy LU-2.2.3** which calls on the District to apply liens and fines for non-compliant owners as a way to encourage them to sell the properties. The Commission feels that this would also be consistent with **Policy H-2.1.4** which encourages the District to support efforts of tenants to purchase affordable rental buildings that are at risk of being sold and converted to luxury apartments or condominiums, in order to retain the units as affordable.

*b. Policy LU-2.4.6: Scale and Design of New Commercial Uses Ensure that new uses within commercial districts are developed at a height, mass, scale and design that is appropriate and compatible with surrounding areas.*

The Commission finds that the height, mass, scale and design of the new property is not compatible with the surrounding area. As previously stated, the Commission is concerned that the amount of affordable housing proffered by the Applicant is a significant net loss to the community. As such, nothing in the Applicant's proposal would not offset the potential destabilization of affordable housing in the surrounding community and property taxes to the surrounding homeowners.

*c. Housing Element Policy H-1.1.3: Balanced Growth Strongly encourage the development of new housing on surplus, vacant and underutilized land in all parts of the city. Ensure that a sufficient supply of land is planned and zoned to enable the city to meet its long-term housing needs, including the need for low- and moderate-density single family homes as well as the need for higher density housing.*

For the reasons enumerated above, the Commission finds that the amount of affordable housing proffered by the Applicant does not meet the long term housing needs of the District.



Currently, market rent for a two bedroom apartment is in excess of \$1,400 per month. Moreover, the subsidized housing waitlist is closed and has a waiting list of approximately 70,000 households. This has put the District in the midst of an Affordable Housing crisis. Accordingly, the Commission finds that the amount of affordable housing proffered by the does not meet the long term housing needs of the District.

*d. Policy H-1.2.2: Production Targets Consistent with the Comprehensive Housing Strategy, work toward a goal that one-third of the new housing built in the city over the next 20 years should be affordable to persons earning 80 percent or less of the area-wide median income (AMI).*

The Commission finds that pursuant to the above policy and for the reasons stated above, the proffered affordable housing does not meet this goal. Again, the proposed PUD results in a significant loss of affordable housing, puts current tenants at risk of displacement, and threatens to destabilize surrounding affordability in the Community. Thus, the proposal is completely inconsistent with the above goal.

*e. Far Southeast/Southwest Area Element Policy FSS-1.1.1: Directing Growth The presence of the Anacostia Metrorail Station and the coming redevelopment of the St. Elizabeths Hospital site, including the consolidation of the Federal Department of Homeland Security, offer an unprecedented opportunity to catalyze economic development in the Far Southeast/Southwest area. . . .Additional opportunities for future housing development and employment growth in the Far Southeast/Southwest should be directed to the area around the Congress Heights Metro Stations, and along the "Great Streets" corridors of Martin Luther King Jr., Avenue SE and South Capitol Street. Provide improved transit and automobile access to these areas and improve their visual and urban design qualities. Any increase in zoning or density around the Metro station shall only be available through a planned unit development with the expectation that commensurate benefits shall accrue to the neighborhood in terms of education and job opportunities, new and affordable housing for homeownership, improved urban design, and public infrastructure improvements. The planned unit development shall provide civic and cultural amenities, promote quality in design of buildings and public spaces, support local schools, create opportunities for cultural events and public art, and enhance the public realm by addressing safety and cleanliness issues.*

The Commission finds the proposed PUD fails to meet the above Policy. Applicant failed to show how the proposed PUD would support local schools, create opportunities for cultural events and public art, or promote job and educational opportunities. As stated above, currently there is no executed Community Benefits agreement and the Applicant's track record shows they cannot be counted on to address safety and cleanliness issues as their current properties on the proposed site do neither of these things. Furthermore, there is no opportunity for new affordable housing or homeownership created by the proposed PUD. In fact, the PUD results in a net loss of affordability when the demolition is taken into consideration.

*f. Policy FSS-1.1.10: Minority/Small Disadvantaged Business Development Provide technical assistance to minority-owned and small businesses in the Far Southeast/Southwest to improve the range of goods and services available to the community. Joint venture opportunities, minority business set-asides, business incubator centers, and assistance to community-based development organizations should all be used to jumpstart local business and provide jobs in the community.*

The Commission finds that none of the above requirements has been met by proposal. As stated above, there is no executed Community Benefits Agreement for the Commission to even consider.

*Furthermore, the Commission finds*

1. By not including the appropriate letter of Authorization for all parcels included in the instant PUD application, the Applicant has not met the PUD filing requirements per 11 DCMR 2406.5. These requirements make clear that the name, address, and signature of each owner of property included in the area to be developed, or of the owner's authorized agent, shall be included in the PUD application.

2. Pursuant to 11 DCMR 2409.12 the term "Applicant" in any condition of an order approving a PUD or PUD modification shall mean the person or entity then holding title to the Subject Property. Furthermore, the regulation states that if there is more than one owner, the obligations under the order shall be joint and several. In the present case, the "Applicant" must include the owner of 3200 Thirteenth Street SE Washington DC, 20032. Presently there are numerous issues which cloud the title of the Property. These issues include:

3. Such outstanding issues, including lack of authorization, outstanding litigation and land covenants on a property proposed by the applicant to be demolished, indicate that at this time there is not full and clear understanding of the site control, or ownership stakes of the subject site at the center of the instant matter. Thus, the complete and proper determination of an "Applicant" cannot be demonstrated for the Commission at this time, as required by 11 DCMR 2406.5.

## **CONCLUSION**

Accordingly, for the reasons stated above, it is hereby **ORDERED** that the application Square 5914, LLC requesting a first stage and consolidated review and approval of a planned unit development ("PUD") application and related zoning map amendment at 1309, 1331, 1333, Alabama Ave. 3200, 3210 13<sup>th</sup> Street SE Parcels 229/161, 229/160, 229/153, 229/151,, and 229/103 and Lots 6 and 7 in Square 5914 is **DENIED**.

On \_\_\_\_\_, 2015, upon the motion of Commissioner \_\_\_\_\_, as seconded by Commissioner \_\_\_\_\_, the Zoning Commission **DENIED** the application at its public meeting by a vote of \_\_\_\_\_ (Names of COMMISSIONERS).

On \_\_\_\_\_, 2015, upon the motion of Commissioner \_\_\_\_\_, as seconded by Commissioner \_\_\_\_\_, the Zoning Commission **ADOPTED** the order at its public meeting, by a vote of \_\_\_\_\_ (NAMES OF COMMISSIONERS)

In accordance with the provisions of 11 DCMR 3208, this order shall become final and effective upon the publication in the D.C. Register, that is on \_\_\_\_\_.

PURSUANT TO 11 DCMR §3125.6, THIS ORDER WILL BECOME FINAL UPON ITS FILING IN THE RECORD AND SERVICE UPON THE PARTIES. UNDER 11 DCMR §3125.9, THIS ORDER WILL BECOME EFFECTIVE TEN DAYS AFTER IT BECOMES FINAL.

PURSUANT TO 11 DCMR §3205, FAILURE TO ABIDE BY THE CONDITIONS IN THIS ORDER, IN WHOLE OR IN PART, SHALL BE GROUNDS FOR THE REVOCATION OF ANY BUILDING PERMIT OR CERTIFICATE OF OCCUPANCY ISSUED PURSUANT TO THIS ORDER.

THE APPLICANT SHALL COMPLY FULLY WITH THE PROVISIONS OF THE HUMAN RIGHTS ACT OF 1977, D.C. LAW 2-38, AS AMENDED, AND THIS ORDER IS CONDITIONED UPON FULL COMPLIANCE WITH THOSE PROVISIONS. IN ACCORDANCE WITH THE D.D. HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. CODE §2-1401.01 *ET SEQ.*, (THE AACT@), THE DISTRICT OF COLUMBIA DOES NOT DISCRIMINATE ON THE BASIS OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. SEXUAL HARASSMENT IS A FORM OF SEX DISCRIMINATION THAT IS ALSO PROHIBITED BY THE ACT. IN ADDITION, HARASSMENT BASED ON ANY OF THE ABOVE PROTECTED CATEGORIES IS ALSO PROHIBITED BY THE ACT. DISCRIMINATION IN VIOLATION OF THE ACT WILL NOT BE TOLERATED. VIOLATORS WILL BE SUBJECT TO DISCIPLINARY ACTION. THE FAILURE OR REFUSAL OF THE APPLICANT TO COMPLY SHALL FURNISH GROUNDS FOR THE DENIAL OR, IF ISSUED, REVOCATION OF ANY BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY ISSUED PURSUANT TO THIS ORDER.

# EXHIBIT 1



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ADVISORY NEIGHBORHOOD COMMISSION 8E 2015 FEB -9 PH 1:58

**RE: Zoning Case 13-08**

**February 09, 2015**

**Dear Chairman Hood and Respected Commissioners:**

**I first want to thank you for the opportunity to hear the voices of our Community, also for allowing you to see the improprieties that plague our 8e Commission with the operation of the ACCORD and their attempts to undermine the authority of the Commission.**

**I hope with this hearing and in the hearings to come you will continue to oversee and hold accountable the manner for which our Commission operates and the lack of due diligence in informing the Community**

**As we move forward with these proceedings, although the project might seem as a community benefit on the surface, I do have some reservations for concern with the approval of this project.**

**EXISTING TENANTS**

- **The removal and return plan for the existing tenants by the developer does not fully address their future.**
- **Nothing is shown on the plans for the one to one set aside for the existing / returning tenants.**
- **The plan does not address that currently, all existing tenants have parking included with their leases, in a fenced parking lot.**
- **The plans show include a Z1 set aside for affordability but does not reflect the additional 38 reserved units for existing tenants return.**
- **The affordability ratio / breakdown seem very limited and would bring cause for gentrification and / or homelessness**
- **There is no mention for how long the rent for the existing tenants will remain at current levels upon the return?**
- **What is the plan to prove that the returning tenants will be provided equal accommodations to the other building tenants? How is the Laundry room going to be handled – will tenants be provided a Washer / Dryers in the unit?**
- **With the developer relocation plan – how does this allow for the existing relocated tenants to have direct access to transportation – ie their current residences are within feet of the Congress Height Metro Station**
- **The current CBA as signed by Anthony Muhammad and the ACCORD excludes the SMD Community and the residents who will be greatly impacted by this project and the rest of the**

surrounding community The benefits agreement seem arbitrary and quite similar to other projects, and appear to have the same shakedown clause / extortion feel about the document.

### **ZONING**

- We still have reservations for the height of the building and the fact that two large buildings are going to occupy one lot
- We are concerned with the eventual poor air quality, the increase in the amount of noise and traffic associated with the large office building, but also the lack of adequate parking and public safety
- This project also lacks public space, calling the area in front of the entrance to metro public space is a farse, because this is where the massive amount of future commuters will be accessing the Congress Heights Metro Does this project take into account the massive influx of commuters from St Elizabeth Hospital, St Elizabeth Redevelopment projects?
- The Community also has concern that the proposed design does not fit in with the existing fabric of the community – in height, size, scale, and materials. The existing community is going to dwarf in comparison to this scale and design of this project.

Again I thank you for your concern in assuring the Community will be heard and given their 'Great Weight' on how this project will really impact their lives. I again implore you and the Commission to continue having open public hearings on this project – we still have way too many people in the community that have been left out of the process at this point Unfortunately, it is due to the failure of our Commission to notify and inform the Community properly.

I kindly thank you for your time and attention!

Sincerely yours,



Commissioner Karlene Armstead  
ANC 8e – 06

# EXHIBIT 2

January 22, 2015

District of Columbia Zoning Commission  
Case ZC 13-08  
Testimony by Michelle Mitchell  
Alabama Ave/13th Street Tenants Coalition

Honorable Members of the Zoning Commission,

My name is Michelle Mitchell. I live at 3210 13th Street Apt #8 and have lived there for 15 years. I am testifying in opposition to the proposed PUD that seeks to tear down my building due to Sanford Capital's continued lack of consideration for the buildings they own and tenants as a property owner and landlord. Sanford Capital maintains their properties in bad condition, does not respond quickly or often at all to maintenance requests, and does not provide security for the tenants living in their buildings. For these reasons I do not believe that they are a trustworthy company and should not be granted permission to construct a Planned Unit Development where our homes currently stand.

My neighbors and I have had many problems with the condition of the buildings and the apartments where we live, and have made Sanford Capital aware of these many times since they have owned the buildings. Some of these include the following the doors to my closet and bedroom are broken, my carpet is old and in bad condition and they have refused to replace it, there is water damage throughout my apartment causing chipping paint and my kitchen sink to sink into the floor, the refrigerator Sanford provided for me leaks and is constantly filled with water, and there is regularly trash built up outside the dumpster. I've asked them repeatedly to address these issues and they have not.

Sometimes they will look at the problem, say they will come back to fix it but never do. Certain problems that cost them money (such as water leaks since they pay the water bills) they are quick to fix, but not most things we need. A few of us tenants in here never had a heating system. Personally I've never used my heating system. I've told them that it's broken and they don't want to pay to fix it. My neighbor uses his oven.

To get repairs, Sanford has a system where you call a number and then you wait on maintenance to get back with you. I try to be understanding when they take a long time, but most of the time they never address my problems. I do not feel that they care about their tenants. They have a slumlord attitude: we ask them over and over again to do certain things in the building or in our apartments and they either get to it on their own time, or they don't at all. I used to call them a lot, and when I would call they wouldn't do anything for me, so it doesn't seem worth it to call any more.



To resolve some of the problems in our living situation me and my neighbors have had to come together and come up with other solutions such as meeting with the police and housing conditions court. We still have problems with security though- the police haven't helped much at all because they say they can't do anything without the owner's permission Sanford capital doesn't care who comes in and out of the building, and the front door hasn't been secured since Sanford has owned the building. Truthfully I've never seen anything like it. I've been complaining to them about the security problems in my building for three years Sanford Capital will not come and listen to our security concerns: they told me that they had the police on it, but in reality since Sanford has owned the building there has never been enough security. I believe this is mostly due to Sanford's negligence, as well as them aggressively getting people out of the building. There are more vacant units than there were before, which makes the security problem in the building much worse. We never had problems with security under previous ownership. The last owners were very fast to fix anything we called about.

I have never seen any landlord as inconsiderate as Sanford Capital. They have so many properties already that they just don't want to invest in, and I don't think that they deserve to tear these building down and build something new because of their poor treatment of their tenants. I really don't think they deserve to have this property, and I don't think other tenants do either.

Thank you,

  
Michelle Mitchell  
Tenant of 3210 13th Street SE

January 22, 2015

District of Columbia Zoning Commission  
Case ZC 13-08  
Testimony by Clarence Taylor  
Alabama Ave/13th Street Tenants Coalition

Honorable Members of the Zoning Commission,

My name is Clarence Taylor and I have been a tenant at 1331 Alabama Ave SE for 8 years. I would like to testify in detail to the deplorable way that Sanford Capital manages the buildings that they are requesting be demolished, and state my opposition for the PUD that they are requesting before the Zoning Commission.

Throughout the time that I have lived on this property I have experienced many different housing problems. I have had continual mice and pest infestations. Recently I had to have repaired due to damage caused by a large pothole in the parking lot that me and other tenants had continuously notified Sanford Capitol about. It took years of having a refrigerator that didn't work before Sanford provided me with a new one- I don't even know how much food I had to throw away over the years that I was waiting for the new refrigerator, but it was a lot- and they always said "we're going to bring you one" but never did. The stoves also don't work half of the time. Sanford still has not finished fixing my air conditioning, and it has been years also since it stopped working properly. There are many issues with the unsafe and unsanitary conditions of the basement under 1331 and 1333 Alabama, which is often so bad that tenants can smell it from their units. When it's warm out we have to fight bugs whenever we go downstairs to the basement, and sometimes just to get to our apartments because there is often standing water in the basement. There were also problems with exposed electrical wires, leaky pipes, broken washers and dryers down there for years, and it wasn't until we took Sanford Capital to Housing Conditions court that these things were partially addressed. There are also bigger problems in the buildings that have to do with security. There are often people in the buildings who are not residents. They are attracted to the vacant units that Sanford has intentionally keeps empty. Every morning I open up my door and I always find somebody laying in the halls. Sanford hasn't dealt with the security issues in the building, and this is just one of many of the problems we tenants are experiencing in these buildings.

When you call Sanford to request a repair, they say they're going to take care of it but they never fully do. Often they start doing maintenance work but they never finish the job, and sometimes they don't show up at all. When I call the office they tell me to call maintenance. Maintenance will usually tell me that they have received my work order number and request, but then they never show up. I have to call them 3 or 4 times to get anything fixed, and that's if they ever come at all I have a light socket now that they never even came out to look at, and I had

been calling them consistently for three months. I got tired of calling and finally just ran an extension cord myself. We've also started using our own bulbs just to have light in the hallways. It's not right in a building where there are elderly people for tenants to have to walk three or four days in the dark. The hot water goes out often in our buildings, and it takes just about everyone in the building calling them to get them to come and fix it. We usually all sit outside and call together so we know for a fact that many of the tenants have called, and Sanford used to tell each tenant that calls that they were the first person to complain about the problem. They treat us as if they don't want to talk to us, and we're really not even asking for a lot.

Ever since Sanford Capital took over ownership of the building where I live the housing conditions have gotten worse. When the last owners had the buildings the basement was in good condition, and we could use it to do laundry and for storage. This was the perfect place to live. Now it's like hell. They treat us like they don't want us here. The maintenance man told me that our housing problems could easily have been fixed a long time ago, but that Sanford didn't want to spend any money on the buildings because they want to tear them down. I don't feel safe in my home anymore, which is why I asked Sanford many times for better security. But since they don't address the problems, it seems that we're all on our own. Many tenants who are home in the daytime have been threatened by management, and many of my neighbors are scared of retaliation such as the hundred dollar late fees that they charge us. Many tenants don't know any better. They think they don't have any rights and Sanford takes advantage of that and keeps it so that they are scared to speak out.

Sanford Capital doesn't take care of their tenants or their properties, and they don't deserve this new building. They gave us their word that they would deal with the violations but they didn't do anything until we took them to court almost 9 months later. If it takes me as a tenant years to get problems addressed in my apartment, then something isn't working right with this company. Maybe once they have higher rent-paying tenants they'll straighten up, but why haven't we deserved decent treatment from Sanford as the tenants they are already responsible for? Our buildings now are a little place. I don't see any evidence to make me, the zoning commission, or anyone else think that they could run a big new complex. There aren't many of us tenants here now, and they can't even handle our problems adequately.

In conclusion, Sanford Capital does not deserve to be approved for a new property for the sake of the tenants who will be displaced, the neighborhood as a whole, and future tenants, based on a long record of irresponsible property ownership and management. Thank you, and I hope you will consider my and other residents' testimony and disapprove this PUD.

Clarence Taylor   
Tenant of 1331 Alabama Ave. SE

January 22, 2015

District of Columbia Zoning Commission  
Case ZC 13-08  
Testimony by Lonise Meachum  
Alabama Ave/13th Street Tenants Coalition

Honorable Members of the Zoning Commission,

My name is Lonise Meachum and I live at 1331 Alabama Ave. SE Apt. 203, one of the many apartments that Sanford Capital is seeking to tear down through the approval of this PUD I would like to testify today in opposition to the PUD I have lived on the property for 10 years, and since Sanford Capital has taken over I have had many issues in my building and unit.

Some of the main problems are that the front door to the building is rarely secured and the building laundry room has and has a strong smell starting about a year ago. There are also not any security lights around the back of the building, which is part of a larger security problem we are having. Since Sanford constantly and aggressively trying to get people out, many units in the buildings are vacant which poses a huge security problems and allows for squatters and other people to use our building as they please, and this makes it a less safe place for us to live Also there are large pot-holes in the driveway and parking lot, and the fence surrounding the building is broken and needs to be fixed. All of these have become problems for the property since Sanford Capital has taken ownership of the building a few years ago. The smell coming from the basement and laundry room is the worst ongoing problem in my building, and Sanford has continually refused to fix it. Since the basement floods when it rains and does not drain properly, there is standing water often for months that then becomes moldy and allows insects to breed, causing infestations at times in peoples' apartments. Sanford has never truly remedied this problem The conditions of our buildings have gone downhill since they took over.

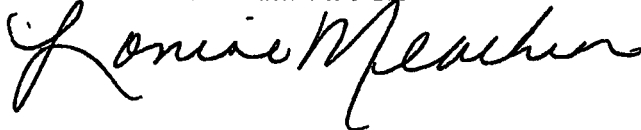
To get repairs done we're supposed to call the office for anything we need Some things are done within a week or two, but the smell and other issues have been going on for a long time. I called internally first to Sanford and tried to get them to come and look at the problems, but since they were unresponsive to my needs, I had to take other steps. I called an inspector at the Department of Consumer and Regulatory Affairs, and went to housing conditions court to try to get the basement repaired. Even with all of the conditions problems in the building, and with Sanford being as unresponsive to our needs as they are, they still charge us \$100 late fees when we are just a few days late paying our rent. This has caused many of my neighbors to be continually and unfairly behind each month.

In addition, I oppose this PUD because I don't believe that it is fair to long-term tenants of the building and the area like me. I have lived at 1331 Alabama for 10 years, and I'd like to stay in this area because its very convenient to me here to get around to the things that I do. When you've been in a place for 10 years, and then someone wants to come in and make it better for other people to reap the benefits that is unfair Why can't tenants like us be the ones to get the benefits? Why do we have to be relocated and possibly never get a chance to enjoy the benefits and enjoy that new environment? The relocation plan that Sanford proposes gives us NO guarantee that they will actually build the new development and bring us back in a timely manner with no questions ask like they say they will

Also, all of the apartments where they have managed to get people out over the past couple years will never again be affordable to tenants like me. Sanford Capital actively and intentionally tried to push people out of the building so that there would be fewer residents left to oppose this development As a result of their aggressive actions a lot of people in the buildings have moved out and will not get any benefit at all from this development. This is completely unfair and I believe they should have kept people in the building. Now the apartments where they got people out are are boarded up, and Sanford is not allowing anyone else to move in, so those units are lost.

Thank you for your consideration of my testimony.

Lonise Meachum  
Tenant of 1331 Alabama Ave SE

A handwritten signature in black ink that reads "Lonise Meachum". The signature is written in a cursive style with a large, flowing "L" and "M".

January 22, 2015

District of Columbia Zoning Commission  
Case ZC 13-08  
Testimony by Robert Green  
Alabama Ave/13th Street Tenants Coalition

Honorable Members of the Zoning Commission,

My name is Robert Green. I reside at 1331 Alabama Ave SE apartment 304, Washington DC 20032 and have lived there for two years. I would like to testify in opposition to the PUD today for two main reasons

The first reason that I oppose the PUD is because of the hardship that being displaced from my home would cause me personally. I would like to remain in my apartment because of the closeness of public transportation- the metrobus and subway which are next door to my apartment. The accessibility of the bus and subway helps me by getting me to my medical appointments and physical therapy sessions. There are grocery stores, a library, food establishments close by when I'm too sick to cook, my pharmacy, and a laundromat are also near by. Because of the number of churches in this area I can attend religious and civic meetings. I have neighbors that check on me because of my various medical problems, which I'll not have in another neighborhood. Also Malcolm X school is right next door to my apartment building, where I go to use their field for my physical therapy exercises for the rehabilitation of my left knee. I have had to be rushed to United Medical Center on numerous occasions because of my heart conditions, diabetes, asthma, A-fib, and bleeding problems. I believe I and other tenants in my buildings should have the right to enjoy these benefits.

The second reason I oppose the PUD is that I do not believe that Sanford Capital is worthy of having this project approved based on their deplorable track record with the properties they already own. I do not trust Sanford Capital, do not appreciate their treatment of tenants and property, and do not want to give up my TOPA rights.

Since I've lived on the property, I have experienced housing condition problems such as cracks in the walls, problems with hot water, with heat and air conditioning, issues with rodent infestations, and many other issues. When the cracks in my walls are fixed they reappear soon after, and the hallways and common areas are not cleaned enough and are left filthy. The laundry facilities in my building are a mess, there are leaking pipes in the basement, and the basement floods every time it rains. The smell is terrible, and there have been fly infestations because of the standing water. There is raw sewage often times in the basement when it floods. Lastly, the glass to the front door is constantly broken and not repaired. I had to fix the cracks myself so that they are no longer a problem, and bought curtains to insulate the windows. Roaches came up from the apartment below me, and when I called Sanford about it they told me that they were sending someone out but no one ever came. Finally I sprayed it myself with RAID. The worst thing about the conditions is the mice

that were everywhere I was throwing away food like mad; bread, cereal, and as a matter of fact I had to throw away a mattress I jumped in bed once without turning on the lights and didn't realize I was in bed with about ten baby mice. I had to kill them and throw away the mattress and box springs since they were such a mess.

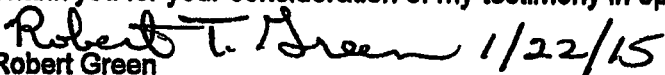
To get a repair done, you are supposed to call the maintenance number. When you do that they give you a confirmation number and then turn it over to site maintenance. They come knock on your door and asks what the problem. It takes months to get repairs completed. The maintenance people might come and start the work, but they always say they have to get parts and never come back to finish the job.

Just to try and get them to do the basic repairs that they are supposed to, I've had to do a lot of things. I've written to the deputy mayor of public safety, I have called all the district agencies, called my ANCs, I've called Todd Fulmer, Dominic, Pat Strauss, from Sanford. Me and my neighbors had to take them to Housing Conditions Court just to get these basic things taken care of in our building

I don't think Sanford is a responsible property owner, and they don't keep up their buildings or take care of their tenants. If they treat me this way and other tenants, it's not fair for them to get a new building and treat the new tenants with respect and consideration, and take care of their needs after they treated me so poorly It shows that they are treating me as a non-person. And that shows that they do not care about black people. We have been trying to negotiate with them, but we do not trust their word on anything, and we should not have to give up our legal TOPA rights as a requirement to come to an agreement with them

In conclusion, Sanford Capital doesn't care about their tenants or meaningful affordable housing. If you the members of this commission have done a check on Sanford's tenants' living conditions and the way they treat people and the conditions of their buildings you would see that they are the largest slumlords in their city and surely don't deserve to build this project. Several of Sanford's people have advised and pressured me and my neighbors to move, and have told me that this project has already been approved from the beginning I certainly hope this is not the case

Thank you for your consideration of my testimony in opposition to the PUD

  
Robert Green

Tenant of 1331 Alabama Ave SE

Patricia Gibbs

Tenant Association President

Terrace Manor -Building 3345, Unit 101

[mospibbs@comcast.net](mailto:mospibbs@comcast.net)

My name is Patricia Gibbs and I have resided at Terrace Manor since 1999. I am currently the president for the tenant association at Terrace Manor. I know through first-hand experience that Sanford Capital cannot be trusted with the Congress Heights project because I am tenant of Terrace Manor and Sanford Capital made an agreement with the tenant association when they took over ownership and have not lived up to that agreement and the property is in poor condition. The residents would like to file a lawsuit against Sanford Capital for their failure to comply with the terms of a Memorandum of Understanding (MOU) agreement that was entered into.

For example, there are many repairs that were supposed to be done and money that was supposed to be paid to tenants. Sanford Capital failed to comply with the MOU in many ways. They failed to repair the parking lot and exterminate mice and pest from the property. They were supposed to give \$25,000 to the tenant association to put towards the property and it was never paid. They have also been negligent with complying with their agreement to pay tenants \$200 for every month Sanford Capital failed to make repairs.

Everything in the MOU was to be completed in the first 6 months of owning the property, but it has now been a year and a half and they still have not complied with many things. The property is 60 percent vacant and has been so for many months, which is their excuse for not making any repairs. In essence, there were multiple repairs that Sanford Capital promised to



complete that have not finished. The city needs to know that an agreement with Sanford Capital will not be fulfilled.

In my own unit, since Sanford Capital took over Terrace Manor, I've experienced mice, no heat or hot water. They are slumlords and they don't take into consideration the people that live on the property. We currently don't have a responsive maintenance staff. This past November my hot water boiler was broken and the issue was not fixed until February. My family spent most of the winter with no hot water. The maintenance staff has also failed to patch up the holes in the kitchen and I fear that mice will return as a result of their negligence.

I am constantly called upon to assist with contacting other tenants for repairs by the maintenance and management team. The maintenance procedures in place are inadequate. Even if you call the emergency maintenance contact number someone eventually comes, but generally they are unresponsive. Sanford Capital needs to rehabilitate Terrace Manor and stop putting people on the back burner. We pay rent and we don't deserve to be treated this way. I ask that the zoning commission deny Sanford Capital's PUD because they are slumlords and they can't be trusted.

Sincerely,

Patricia Gibbs

Tenant Association President

# HOWARD UNIVERSITY

School of Law  
Clinical Law Center

January 22, 2015  
Case Number: Z.C. 13-08  
Congress Heights Development

My name is Briana Tyson and I am a student attorney in the Howard University School of Law Fair Housing Clinic. Through the Fair Housing Clinic, I have worked with a number of tenants at Sanford Capital LLC's buildings on Alabama Avenue. My testimony relates to the frequently-occurring and severe Housing Code violations at Sanford Capital's properties, and Sanford Capital's inaction in response to tenant requests to correct such violations, even when they relate to the health and safety of their tenants.

For months, the tenants in the Alabama Avenue buildings made Sanford Capital aware of housing code violations in their units and in the common areas of the buildings. These violations included, but were not limited to

- Severe flooding in the basement,
- Infestations of flies and gnats throughout the common areas and in the units,
- Mold, resulting from the prolonged and severe flooding,
- Frequent failures of the heating system, related to the flooding in the broiler room,
- Rodent and roach infestations,
- Missing fire extinguishers,
- Exposed and unsafe lighting fixtures, and
- Severe security issues, including a lack of exterior lighting and broken locks on doors

While Sanford Capital occasionally fixed minor violations, the company refused to remedy the most severe violations, including all that are listed above, and which are depicted, in part, in the attached photographs.

Because Sanford Capital was not responsive to the tenants' requests to remedy the severe housing code violations, the tenants eventually engaged two law school clinics. The Columbus School of Law at Catholic University and Howard University School of Law. On behalf of the represented tenants, the law clinics sent Sanford Capital a letter on October 17, 2014, which listed the numerous housing code violations. Sanford Capital did not respond to the letter, and did not fix the housing code violations listed. The owners simply let the conditions deteriorate, perhaps with the hope that the tenants would be forced to leave.



2900 Van Ness Street, NW  
Washington, DC 20008

(202) 806 8082  
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ZONING COMMISSION  
District of Columbia  
CASE NO. 13-08  
EXHIBIT NO 44

# HOWARD UNIVERSITY

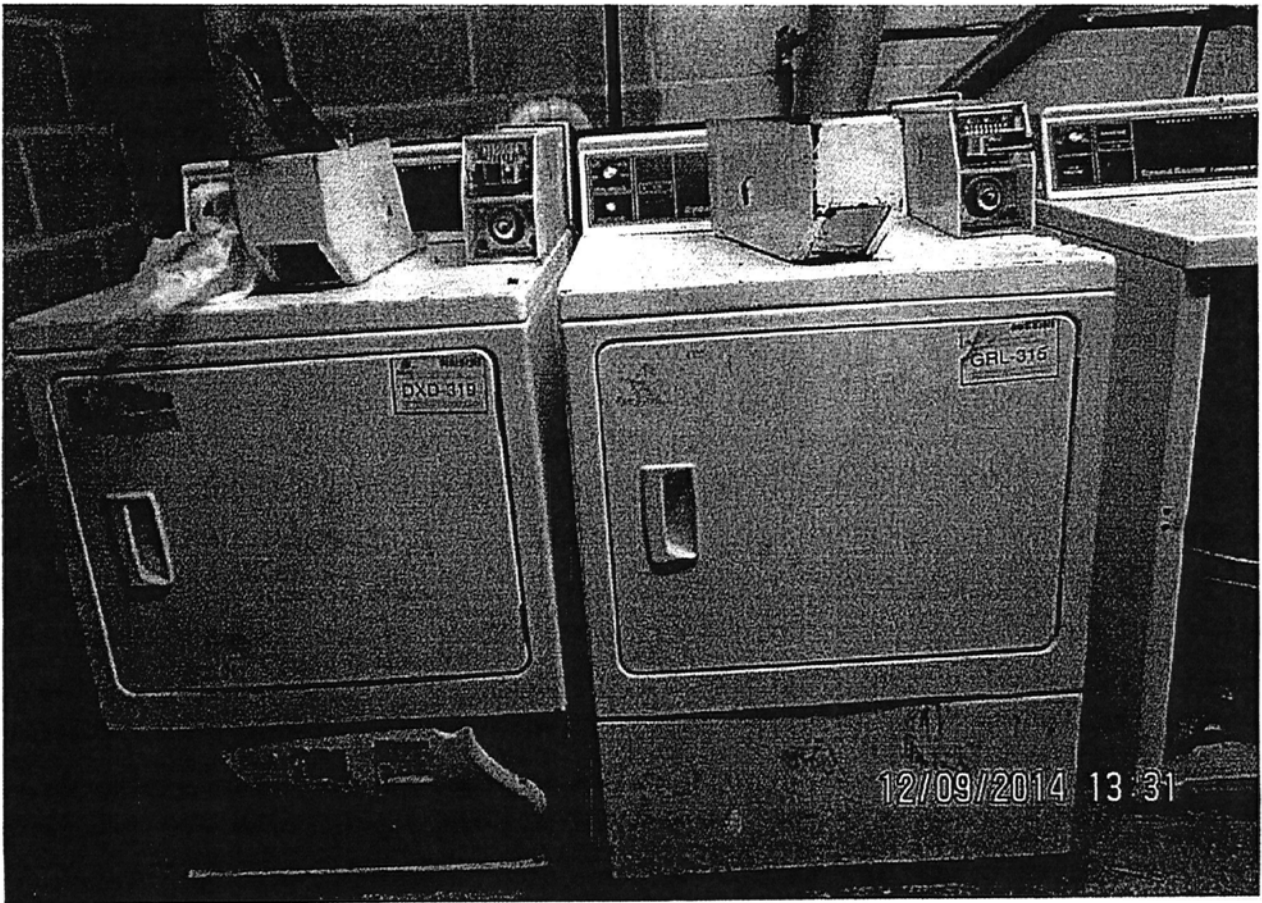
School of Law  
Clinical Law Center

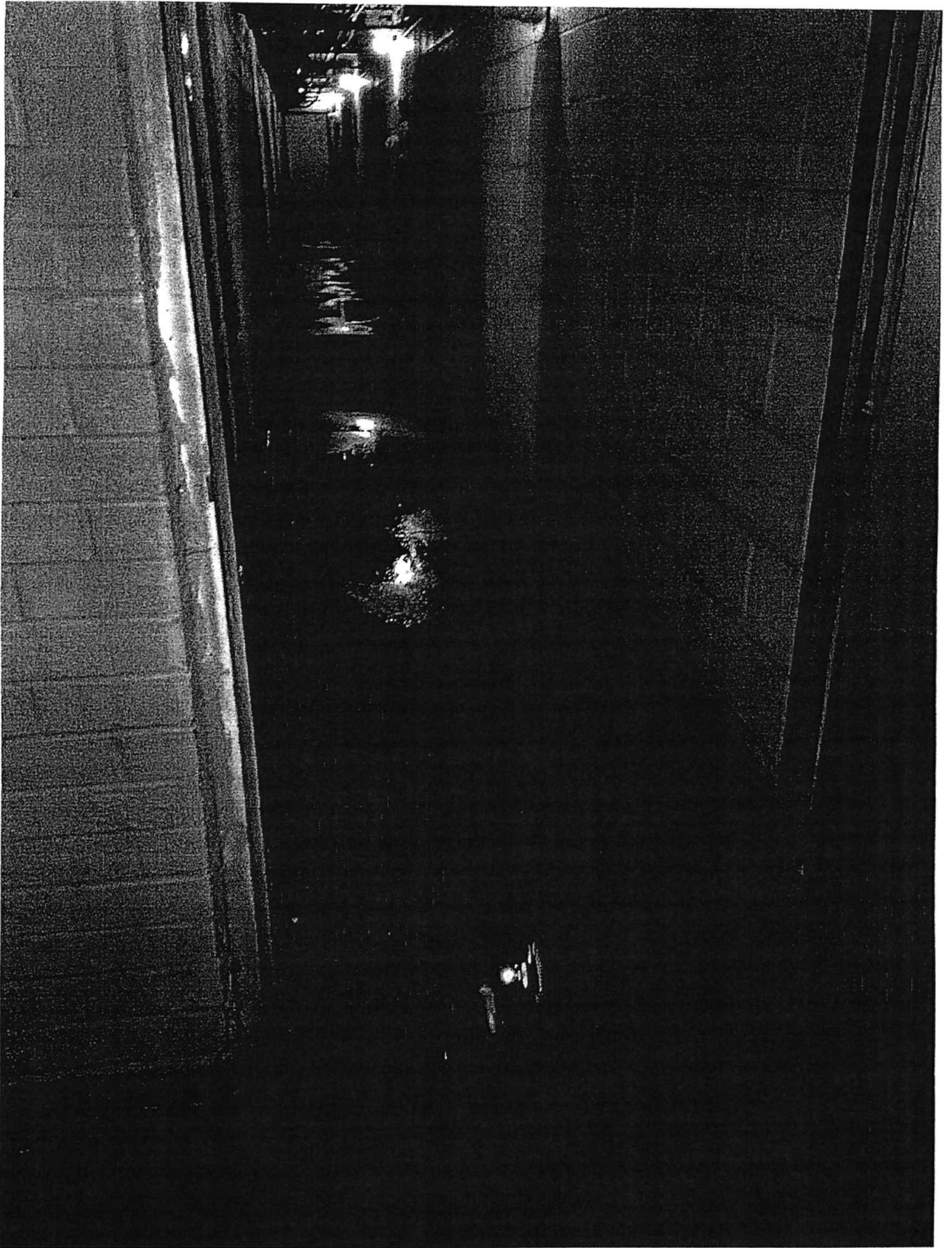
Because Sanford Capital was nonresponsive to our letter, the legal clinic filed numerous law suits on behalf of tenants in November of 2014. The court ordered a DCRA housing inspector to visit the premises, and the housing inspector found 44 violations in the three buildings she inspected.

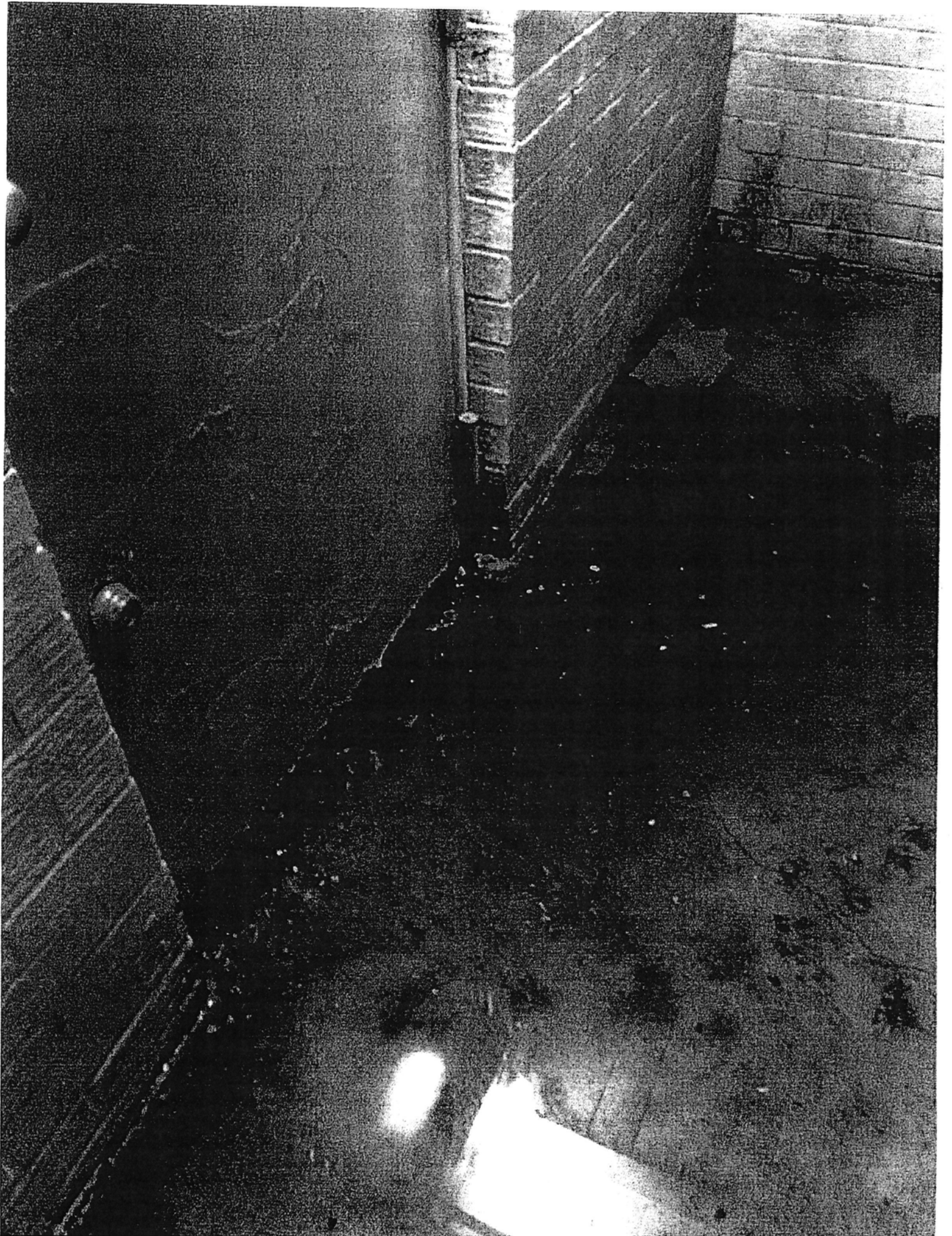
Sanford Capital did not remedy the severe housing code violations when the tenants made requests. Sanford Capital did not remedy the severe housing code violations when student attorneys reiterated the requests made by the tenants via a formal letter. Instead, Sanford Capital only addressed the severe housing code violations when required to do so by a court.

We are glad that Sanford Capital has now – after being required by a court - remedied the many housing code violations. That said, even though I am a law student, I do not think that it should take a law suit to get a landowner to abide by the clear requirements of the D C Housing Code.











# EXHIBIT 3



## **§ 42–3502.06. Rent ceilings abolished.**

(a) Rent ceilings are abolished, except that the housing provider may implement, in accordance with § 42-3502.08(g), rent ceiling adjustments pursuant to petitions and voluntary agreements approved by the Rent Administrator prior to August 5, 2006. Petitions and voluntary agreements pending as of August 5, 2006, shall be decided pursuant to the provisions of this subchapter in effect prior to August 5, 2006, and may be implemented in accordance with § 42-3502.08(g). In considering a hardship petition pursuant to § 42-3502.12, any unimplemented rent charged increase pursuant to a petition or voluntary agreement approved by the Rent Administrator shall be included in the maximum possible rental income. Except to the extent provided in subsections (b) and (c) of this section, no housing provider of any rental unit subject to this chapter may charge or collect rent for the rental unit in excess of the amount computed by adding to the base rent not more than all rent increases authorized after April 30, 1985, for the rental unit by this chapter, by prior rent control laws and any administrative decision under those laws, and by a court of competent jurisdiction. No tenant may sublet a rental unit at a rent greater than that tenant pays the housing provider.

(b) On an annual basis, the Rental Housing Commission shall determine an adjustment of general applicability in the rent charged established by subsection (a) of this section. This adjustment of general applicability shall be equal to the change during the previous calendar year, ending each December 31, in the Washington, D.C., Standard Metropolitan Statistical Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for all items during the preceding calendar year. No adjustment of general applicability shall exceed 10%. A housing provider may not implement an adjustment of general applicability, or an adjustment permitted by

subsection (c) of this section for a rental unit within 12 months of the effective date of the previous adjustment of general applicability, or instead, an adjustment permitted by subsection (c) of this section in the rent charged for that unit.

(c) At the housing provider's election, instead of any adjustment authorized by subsection (b) of this section, the rent charged for an accommodation may be adjusted through a hardship petition under § 42-3502.12. Such a petition shall be clearly identified as an election instead of the general adjustments authorized by subsection (b) of this section. The Rent Administrator shall accord an expedited review process for these petitions and shall issue and publish a final decision within 90 days after the petition has been filed. In the case of any petition filed under this subsection as to which a final decision has not been rendered by the Rent Administrator at the end of 90 days from the date of filing of the petition and as to which the housing provider is not in default in complying with any information request made under § 42-3502.16, the rent charged adjustment requested in the petition may be conditionally implemented by the housing provider at the end of the 90-day period. The conditional rent charged adjustment shall be subject to subsequent modification by the final decision of the Rent Administrator on the petition. If a hearing has been held on the petition, the Rent Administrator shall, by order served upon the parties at least 10 days prior to the expiration of the 90 days, make a provisional finding as to the rent charged adjustment justified by the order, if any. Except to the extent modified by this section, the adjustment procedures of § 42-3502.16 shall apply to any adjustment.

(d) If on July 17, 1985 the rent being charged exceeds the allowable rent ceiling, that rent shall be reduced to the allowable rent ceiling effective the next date that the rent is due. This subsection shall not apply to any rent administratively approved under the Rental Accommodations Act of 1975, the Rental Housing Act of 1977, or the Rental

Housing Act of 1980, or any rent increase authorized by a court of competent jurisdiction. The housing provider shall notify the tenant in writing of any decrease required under this chapter before the effective date of the decrease.

(e) A tenant may challenge a rent adjustment implemented under any section of this chapter by filing a petition with the Rent Administrator under § 42-3502.16. No petition may be filed with respect to any rent adjustment, under any section of this chapter, more than 3 years after the effective date of the adjustment, except that a tenant must challenge the new base rent as provided in § 42-3501.03(4) within 6 months from the date the housing provider files his base rent as required by this chapter.

(f) (1) Unless permitted under § 42-3502.10(j), a capital improvement increase in the rent charged as provided under § 42-3502.10 shall not be assessed against any elderly tenant or tenant with a disability who leases and occupies a rental unit regulated under this chapter.

(2) For the purposes of this section and § 42-3502.10, the term:

(A) "Tenant with a disability" means a person who has:

(i) A disability, as defined in section 3(2)(A) of the Americans with Disabilities Act of 1990, approved July 26, 1990 (104 Stat. 329; 42 U.S.C. § 12102(2)(A)) and 29 C.F.R. § 1630.2(g)(1); and

(ii) An income of not more than \$40,000 per year at the time of approval by the Rent Administrator of a petition for capital improvements pursuant to 42-3502.10.

(B) "Elderly tenant" means an individual who is, and who proves to the satisfaction of the Rent Administrator that he or she is, at least 62 years of age, and has

an income of not more than \$40,000 per year at the time of approval by the Rent Administrator of a petition for capital improvements pursuant to § 42-3502.10.

**(2A) (A)** In making a determination that a tenant qualifies as a tenant with a disability under this subsection, the Mayor shall limit the inquiry to the minimum information and documentation necessary to establish that the tenant meets the definition of a person with a disability and shall not inquire further into the nature or severity of the disability. The Mayor shall not require the tenant to provide a description of the disability when making an eligibility determination; provided, that the Mayor shall require that a physician or other licensed healthcare professional verify that a tenant meets the definition of a person with a disability. The Mayor shall not require the tenant to provide eligibility documentation in less than 30 days.

**(B)** The Mayor shall maintain records of the information compiled under this paragraph; provided, that the Mayor shall not disclose information about a tenant's disability unless the disclosure is required by law.

**(C)** The Mayor shall develop such forms and procedures as may be necessary to verify eligibility under this subsection.

**(3)** Paragraphs (1) and (2) of this subsection shall not affect any increase in the rent charged for any rental unit regulated under this chapter.

**(g) (1)** Any housing provider who provides housing to an elderly or disabled tenant and is not permitted under § 42-3502.10 to implement, and does not implement, all or any portion of any increase in rent charged based on capital improvements provided under § 42-3502.10 shall receive a tax credit for each unit occupied by an elderly tenant, as determined by the Rent Administrator under § 42-3502.10, in the amount of

\$1 for each \$1 of the capital improvement rent increase granted by the Rent Administrator that is not implemented. The credit shall be taken against the next installment or installments of real property taxes payable to the District of Columbia coming due with respect to the housing accommodation, inclusive of the land on which it is located.

(2) If an elderly or disabled tenant exempted from capital improvement rent increases pursuant to this chapter should cease to reside in a rental unit, the tax credit allowed to the housing provider for that rental unit shall also cease. If another eligible elderly or disabled tenant becomes a resident of the same rental unit, the housing provider shall provide the exemption to the new tenant, and the tax credit shall continue to be effective.

### **History**

(July 17, 1985, D.C. Law 6-10, § 206, 32 DCR 3089; Sept. 26, 1992, D.C. Law 9-154, § 2(a), 39 DCR 5673; Aug. 5, 2006, D.C. Law 16-145, § 2(a), (c), 53 DCR 4889; Mar. 8, 2007, D.C. Law 16-240, § 3, 54 DCR 597; Mar. 14, 2007, D.C. Law 16-294, § 3, 54 DCR 1086; Apr. 24, 2007, D.C. Law 16-305, § 67(a), 53 DCR 6198; Mar. 25, 2009, D.C. Law 17-353, §§ 184(c), 253, 56 DCR 1117.)

# EXHIBIT 4

**D.C. Office of the Tenant Advocate  
History of Rent Control CPI-Ws**

In February of each year, the Rental Housing Commission publishes the “rent control CPI” figure that determines the maximum standard annual rent increase for any rental unit in the District that is subject to rent control. That figure is based on the regional “consumer price index for workers” (CPI-W) as determined by the federal Bureau of Labor Statistics. For elderly tenants and tenants with disabilities, the maximum standard annual rent increase is equal to the CPI-W. For all other tenants, it is equal to the CPI-W + 2 percent. The “rent control CPI” applies to the “rent control year” starting on May 1st of that year and ending on April 30th of the following year. The following is a list of the CPI-W for each “rent control” year starting in 1981:

<b>YEAR</b>	<b>Rent Control CPI-W</b>	<b>YEAR</b>	<b>Rent Control CPI-W</b>
1985	4.4%	2000	2.1%
1986	4.0%	2001	3.3%
1987	1.6%	2002	2.6%
1988	4.7%	2003	2.1%
1989	4.6%	2004	2.9%
1990	5.6%	2005	2.7%
1991	5.4%	2006	4.2%
1992	2.7%	2007	3.5%
1993	2.9%	2008	3.4%
1994	2.1%	2009	4.8%
1995	1.7%	2010	0.05%
1996	1.9%	2011	2.2%
1997	2.8%	2012	3.6%
1998	1.8%	2013	2.2%
1999	1.0%		

# EXHIBIT 5



January 21, 2015

RECEIVED  
D.C. OFFICE OF ZONING  
2015 JAN 21 AM 10: 12

**VIA HAND DELIVERY**

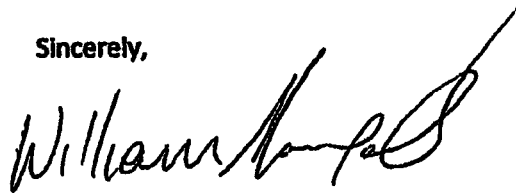
**Ms. Sharon Schellin  
Secretary to the D.C. Zoning Commission  
441 4<sup>th</sup> Street NW  
Suite 210S  
Washington, D.C. 20001**

**Re: Zoning Commission Case No. 13-08- Motion to Postpone Hearing on behalf of Alabama Ave/ 13<sup>th</sup> Street Tenants Coalition**

**Dear Ms. Schellin,**

**Enclosed please find fourteen copies of the Motion to Postpone Hearing 13-08 on behalf of the Alabama Ave/ 13<sup>th</sup> Street Tenants Coalition and supplemental attachments which was filed in person on January 21<sup>st</sup> 2015 and served via certified mail to the Office of Planning, ANC 8C and 8E, and served via certified mail to counsel for applicant on that date. Also please note that the Party Status Request Form for the Alabama Ave/ 13<sup>th</sup> Street Tenants Coalition was also served on the Zoning Commission as well as counsel for applicant, the Office of Planning and ANCs 8E and 8C on January 8<sup>th</sup>, 2015. If you or anyone in the Office of Zoning has any questions, please feel free to contact me.**

**Sincerely,**



**William Merrifield,**

**Staff Attorney Washington Legal Clinic for the Homeless**

**Enclosures.**

ZONING COMMISSION  
District of Columbia  
CASE NO. 13-08  
EXHIBIT NO. 32

RECEIVED  
D.C. OFFICE OF ZONING

2015 JAN 21 AM 10:13

January 20, 2015

District of Columbia Zoning Commission  
441 4<sup>th</sup> Street, NW  
Suite 210-8  
Washington, DC 20001

Honorable Members of the Zoning Commission,

I write on behalf of the Alabama Avenue/13th Street Tenants Coalition to request a postponement of the Zoning Commission hearing for Case No. 13-08 on the following grounds:

**1. *Square 5914 LLC lacks of authorization to include the property Square 5914 Lot 7 (3200 13<sup>th</sup> Street, SE, Washington, DC 20032) ("the Property") in the PUD application and therefore has failed to meet the filing requirements detailed in 11 DCMR 2406.5 and 11 DCMR 2406.3.***

On May 2, 2013, Square 5914 LLC filed an Application for a Consolidated Planned Unit Development and Related Zoning Map Amendment for Parcels 229/161, 229/160, 229/153, 229/151, and 229/103 in Square 5914 and Lots 6 and 7 in Square 5914. As part of the PUD application, Sanford Capital Square 5914 LLC filed Application forms and Letters of Authorization purportedly for the above detailed properties.

However, Square 5914 LLC lacks a Letter of Authorization from the owners of the Property. Review of subsequent, amended submissions to the Zoning Commission by the PUD applicant finds no such Letter of Authorization from the owners of the Property.

By not including the appropriate letter of Authorization for all parcels included in the instant PUD application, the Applicant has not met the PUD filing requirements per 11 DCMR 2406.5. These requirements make clear that the name, address, and signature of each owner of property included in the area to be developed, or of the owner's authorized agent, shall be included in the PUD application.

**2. *The site control and title of the Property is clouded in several ways which will prohibit the Zoning Administrator from approving building permit applications if the proposed PUD application is approved and may make moot any consideration and decisions by the Zoning Commission.***

Pursuant to 11 DCMR 2409.12 the term "Applicant" in any condition of an order approving a PUD or PUD modification shall mean the person or entity then holding title to the Subject Property. Furthermore, the regulation states that if there is more than one owner, the obligations under the order shall be joint and several.

In the present case, the "Applicant" must include the owner of 3200 Thirteenth Street SE Washington DC, 20032. Presently there are numerous issues which cloud the title of the Property. These issues include:

- A. The Recorder of Deeds online records include a Lis Pendens regarding the Property: document 2014083206. The Lis Pendens in a real property lawsuit (Superior Court of the District of Columbia Civil Division case 14-0005639) by the plaintiff Congress Heights Community Training and Development Corporation against the defendants 3200 Thirteenth Street, LLC, Zed Smith, and Kelvin Elmore (the owners of the Property). The lawsuit seeks to enforce a contract signed by the defendants in 2012 to sell the Property to the plaintiff. (See Exhibit 1 attached)
- B. The owners of the Property are in default on a loan from the District Department of Housing and Community Development in the amount of \$920,100 (See Exhibit 2 attached).
- C. The owners of the property owe \$70,100.19 in back taxes to the District of Columbia according to the Office of Tax and Revenue online records (See Exhibit 3 attached).
- D. The owners of the Property have an existing water sewer lien from the District of Columbia Water and Sewer Authority (see Exhibit 4 attached).
- E. The Property is covered by a Covenant with the District of Columbia and its Department of Housing and Community Development that limits occupancy of its residential units to Extremely Low Income tenants (see Exhibit 5 attached).

The above outstanding issues, including litigation and land covenants, must demonstrate to Zoning Commissioners that at this time there is not full and clear understanding of the control, or ownership stakes of the subject site at the center of the instant matter.

Thus, the complete and proper determination of an "Applicant" cannot be demonstrated for the Commission at this time.

Without clarity and determination of a free & clear Applicant, the Zoning Administrator will be prevented from implementing any associated permit applications for this project pursuant to 11 DCMR 2409.3.

## **CONCLUSION & REMEDY**

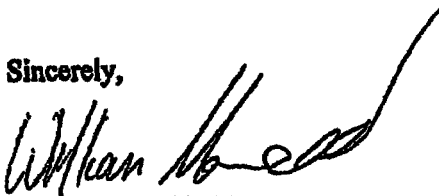
The Zoning Commission is being asked to approve a PUD application granting public entitlements written into a Final Order that acts as a binding agreement between the DC government and the Applicant, "establish[ing] a basis for long-term public control over the specific use and development of the property." See 11-DCMR-2400.3.

The facts listed in the aforementioned Points 1 & 2 demonstrate that the proposed PUD application in this instant case is not complete, and pursuant to 11 DCMR 2406.3, no PUD application shall be processed until the application is complete.

**Proceeding forward on this matter risks terrible administrative inefficiencies and the unnecessary expenditure of time and City money in processing the instant PUD application, as any material changes to the currently cloudy state of site control, as well as to unresolved issues about litigation, the over-riding land covenants, and outstanding liens, has the very real risk to make moot any decision of the Zoning Commission pertaining to this case.**

**Therefore, the Alabama Avenue/13th Street Tenants Coalition is asking for a postponement of ZC Case No. 13-08, until as such time that site control is discretely determined and any promissory responsibilities of associated land covenants and liens are all collectively clarified in writing and re-filed with Zoning Commissioners in a complete PUD application pursuant to the DC Zoning Regulations.**

Sincerely,



**William Merrifield  
Staff Attorney  
Affordable Housing Initiative  
Washington Legal Clinic for the Homelessness  
Authorized Representative for the Party Opponent  
1200 U Street, third Floor  
Washington DC 20009  
202-328-5502**

EX. 1

Return To:

CONGRESS HEIGHTS COMMUNITY TRAINING & DEVELOPMENT CORPORATION  
 3215 Martin L. King, Jr. Ave, SE  
 Washington, D.C. 20032

Plaintiff,

v.

3200 Thirteenth Street, LLC  
 2401 Martin L. King, Jr. Avenue, SE  
 Washington, D.C. 20020

Zed Smith  
 601 East Pratt Street, 6th Floor  
 Baltimore, MD 21202

Kelvin Elmore  
 2401 Martin L. King, Jr. Ave. SE Unit 205  
 Washington, DC 20020

Defendants.

Doc #: 2014083206 Fees: \$31.50  
 09/10/2014 03:15 PM Pages: 1  
 Filed and Recorded in Official Records of  
 WASH DC RECORDER OF DEEDS IDA WILLIAMS

NOTICE OF PENDENCY OF ACTION (Ils pendens)

Congress Heights Community Training & Development Corporation hereby files this notice that an action has commenced and is now pending in D.C. Superior Court on the Complaint of above named Plaintiff against above named Defendants for breach of contract and specific performance.

Case number: 14-0005639  
 Date filed: September 8, 2014  
 Specific court: D.C. Superior Court – Civil Division / Civil Actions Branch  
 Object of filing: Complaint  
 Relief sought: Specific Performance  
 Current owner on record: 3200 Thirteenth Street, LLC  
 Description of real property: 3200 13th Street, SE, Washington DC 20032; Square 5914-Lot 007

Embossed Herein is My  
 District of Columbia Notary Public Seal  
 My Commission Expires March 14, 2015  
 KEVIN L. VAJG:IAN

*Morgan Ray*  
 Morgan Ray

Executive Director  
 Congress Heights Community Training  
 and Development Corporation  
 3215 Martin Luther King, Jr., Ave. SE  
 Washington DC 20032  
 (202) 562 - 5201

District of Columbia: SS  
 Subscribed and Sworn to before me  
 this 10 day of September, 2014

*Kevin Va...*  
 Notary Public, D.C.  
 My commission expires 03/14/15

RECORDING FEES \$25.00  
 SURCHARGE \$6.50

D.C. Courts Home

**Court Cases Online**[Click here to view search criteria](#)

Case Search for Company: CONGRESS HEIGHTS COMMUNITY TRAINING

Search retrieved 5 cases in 2 seconds.

[Click here to view search results](#)

Selected 1 cases to view

Viewing single case; Details retrieved in less than a second.

[Click here to view case summary](#)

<b>2014 CA 008639 R(RP): CONGRESS HEIGHTS COMMUNITY TRAINING &amp; DEVELOPMENT Vs. 3200 THIRTEENTH STREET, LLC, et al.</b>	
Case Type: Real Property	File Date: 09/08/2014
Status: Open	Status Date: 09/08/2014
Disposition: Undisposed	Disposition Date:

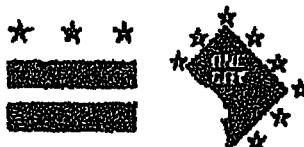
Party Name	Party Alias(es)	Party Type	Attorney(s)
CONGRESS HEIGHTS COMMUNITY TRAINING & DEVELOPMENT		PLAINTIFF	CASTRO, TITO
3200 THIRTEENTH STREET, LLC		Defendant	CARPENTER LOURIE, Ms VANESSA
SMITH, ZED		Defendant	CARPENTER LOURIE, Ms VANESSA
ELMORE, KELVIN		Defendant	CARPENTER LOURIE, Ms VANESSA

Docket Date	Description	Messages
12/12/2014	Event Resulted:	Event Resulted: The following event: Initial Scheduling Conference-60 scheduled for 12/12/2014 at 9:30 am has been resulted as follows:  Result: Scheduling Conference Hearing Held, Courtmart (Courtroom A-47). All parties present. Case placed on Track 2 - Mediation, Scheduling Order signed and filed. Copies hand-delivered to the parties in Open Court. JA  Judge: NASH, STUART G Location: Courtroom A-47 Ms VANESSA CARPENTER LOURIE (Attorney) on behalf of 3200 THIRTEENTH STREET, LLC, ZED SMITH, KELVIN ELMORE (Defendant); ALPHA BAH (Attorney) on behalf of CONGRESS HEIGHTS COMMUNITY TRAINING & DEVELOPMENT (PLAINTIFF) Participant(s): Judge STUART G NASH
12/12/2014	Track 2 - Mediation Scheduling Order Entered on the Docket	Track 2 - Mediation Scheduling Order Entered on the Docket DCM Track Track 2 - Mediation was added on 12/12/2014 with the following milestone(s): Deadline For Discovery Request T2 due 02/10/2015 Exchange Witness Lists T2 due 02/10/2015 Proponent's Rule 26(b) (4) Statement T2 due 02/17/2015 Opponent's Rule 26(b) (4) Statement T2 due 03/12/2015 Discovery Closed T2 due 04/13/2015 Deadline For Filing Motions T2 due 04/27/2015 Dispositive Motions Decided T2 due 05/26/2015 ADR - Mediation T2-1 due 06/10/2015 ADR - Mediation T2-2 due 07/10/2015 Pretrial T2 due 08/10/2015 Pretrial T2-2 due 09/08/2015
10/31/2014	Order Filed	Order Granting Motion to Admit Pro Hac Vice Attorney Alpha Bah. Signed by Judge Stuart G. Nash on October 31, 2014. Submitted, 10/31/2014 12:10. arr.
10/31/2014	Order Granting Motion to Admit Attorney Pro Hac Vice Entered on the Docket	Order Granting plaintiff's Motion to Admit Attorney Pro Hac Vice Alpha Bah, Esq. entered on the docket, signed by Judge Nash and e-filed, mailed and e-served on parties of record on 10/31/14. awp
10/23/2014	Additional eFiling Document to	Additional eFiling Document to Motion to Admit Attorney Pro Hac Vice Filed, submitted 10/23/2014 14:11.jp Attorney: CASTRO, TITO (992539) CONGRESS HEIGHTS COMMUNITY TRAINING & DEVELOPMENT (PLAINTIFF);
10/23/2014	Motion to Admit Attorney Pro Hac Vice	Motion to Admit Attorney Pro Hac Vice Filed, submitted 10/23/2014 14:11.jp Attorney: CASTRO, TITO (992539)

10/01/2014	Filed Answer to Complaint Filed	CONGRESS HEIGHTS COMMUNITY TRAINING & DEVELOPMENT (PLAINTIFF); Receipt: 294164 Date: 10/24/2014 Answer to Complaint Filed. Submitted 10/01/2014 14:34. ts. Attorney: CARPENTER LOURIE, Ms VANESSA (250066) 3200 THIRTEENTH STREET, LLC (Defendant); ZED SMITH (Defendant); KELVIN ELMORE (Defendant);
09/08/2014	Service issued	Issue Date: 09/08/2014 Service: Summons Issued Method: Service Issued Cost Per: \$  3200 THIRTEENTH STREET, LLC 2004 2nd Place SE WASHINGTON, DC 20020 Tracking No: 5000150683  SMITH, ZED 601 East Pratt Street 6th Floor BALTIMORE, MD 21202 Tracking No: 5000150684  ELMORE, KELVIN 2401 Martin L. King Jr. Avenue SE Unit 205 WASHINGTON, DC 20020 Tracking No: 5000150685
09/08/2014	Event Scheduled	Event Scheduled Event: Initial Scheduling Conference-60 Date: 12/12/2014 Time: 9:30 am Judge: NASH, STUART G Location: Courtroom A-47
09/08/2014	Complaint for Real Property Filed	Complaint for Real Property Filed Attorney: CASTRO, TITO (992539) CONGRESS HEIGHTS COMMUNITY TRAINING & DEVELOPMENT (PLAINTIFF); Receipt: 290451 Date: 09/08/2014

Receipt #	Date	From	Payments	Fee	Amount Paid
294164	10/24/2014	CASTRO, TITO	Effie	\$20.00 Cost	\$20.00
290451	09/08/2014	ito castro	Cash	\$120.00 Cost	\$120.00

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



February 1, 2013

Fihankra Place, Inc.  
2041 Martin Luther King Jr. Avenue  
Washington, DC 20020

Re: Submission of Asset Management Documentation  
Property Located at 3200 13th Street SE

The District of Columbia Department of Housing and Community Development ("DHCD") Portfolio Asset Management Division ("PAMD") is responsible for conducting asset management reviews for the portfolio of multifamily properties financed by the DHCD Development Finance Division.

For the property referenced above, please assist PAMD by providing following documents:

1. Copy of 2012 Final Audited Financial Statements;
2. Copy of 2012 Final Tax Return;
3. Copy of Evidence of Commercial Property Insurance with the District of Columbia DHCD added as an Additional Interest, Loss Payee:
  - District of Columbia Department of Housing and Community Development  
Portfolio Asset Management Division  
1800 Martin Luther King, Jr. Avenue, SE  
Washington, DC 20020-6900;
4. Copy of Certificate of Liability Insurance with the District of Columbia DHCD added as a Certificate Holder:
  - District of Columbia Department of Housing and Community Development  
Portfolio Asset Management Division  
1800 Martin Luther King, Jr. Avenue, SE  
Washington, DC 20020-6900;
5. Evidence of 2012 Real Estate Property Taxes paid for the 2<sup>nd</sup> Half;
6. Evidence of 2013 Real Estate Property Taxes paid for the 1<sup>st</sup> Half and,
7. Copy of Current Business License.

Refer to the enclosed instructions for online documentation of real estate property taxes paid.

If clarification is needed, contact Tiphonie Jones at (202) 442-7261. Please submit the requested documentation via e-mail to [portfolio.mgmt@dc.gov](mailto:portfolio.mgmt@dc.gov) by Friday, May 3<sup>rd</sup>, 2013.

Sincerely,

*Georgette Benson*  
Georgette Benson  
Portfolio Asset Manager

Encl: Online Access: District of Columbia Office of Tax and Revenue – Real Property Service Center

EX.  
2



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Portfolio Asset Management Division

April 22, 2013

3200 Thirteenth Street, LLC  
c/o Fihankra Place  
4645 Nanette Helen Burroughs Avenue, SE  
Washington, DC 20019

RE: 3200 13TH STREET  
NOTICE OF DEFAULT

The District of Columbia Department of Housing and Community Development ("DHCD") Portfolio Asset Management Division ("PAMD") requested submission of asset management documentation on February 24<sup>th</sup>, 2012, for the above referenced property. To date, DHCD has not received the requested documentation.

Your failure to respond to DHCD's request for documentation is a default event under your loan agreement. In accordance with the terms and conditions of the Loan documents, you are afforded thirty (30) days from the date of this letter to provide the following requested documentation to PAMD:

- 157. Copy of 2011 Final Audited Financial Statements;
- 158. Copy of 2011 Final Tax Returns;
- 159. Copy of Evidence of Commercial Property Insurance with the District of Columbia DHCD added as an Additional Interest, Loss Payee;
  - District of Columbia Department of Housing and Community Development  
Portfolio Asset Management Division  
1800 Martin Luther King Jr. Avenue, S.E.  
Washington, D.C. 20020-6900;
- 160. Copy of Certificate of Liability Insurance with the District of Columbia DHCD added as a Certificate Holder;
  - District of Columbia Department of Housing and Community Development  
Portfolio Asset Management Division  
1800 Martin Luther King Jr. Avenue, S.E.  
Washington, D.C. 20020-6900;
- 161. Evidence of 2011 Real Estate Property Taxes paid for the 2<sup>nd</sup> Half and,
- 162. Evidence of 2012 Real Estate Property Taxes paid for the 1<sup>st</sup> Half.

If you have any questions or concerns please contact Tiphonie Jones at 202-442-7261. Requested documentation can be submitted via email to [portfolio.mgmt@dc.gov](mailto:portfolio.mgmt@dc.gov).

Sincerely,

*Georgette Benson*  
Georgette Benson  
Portfolio Asset Manager

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**



April 25, 2014

**FIHANKRA PLACE INC  
2041 MARTIN LUTHER KING JR. AVE., SE  
WASHINGTON, DC 20020**

**Re: Submission of Asset Management Documentation  
Property Located at 3200 13TH STREET, SE**

The District of Columbia Department of Housing and Community Development ("DHCD") Portfolio Asset Management Division ("PAMD") is responsible for conducting asset management reviews for the portfolio of multifamily properties financed by the DHCD Development Finance Division.

For the property referenced above, please assist PAMD by providing following documents:

1. Copy of 2013 Final Audited Financial Statements;
2. Copy of 2013 Final Tax Return;
3. Copy of Evidence of Commercial Property Insurance with the District of Columbia DHCD added as an Additional Interest, Loss Payee:
  - District of Columbia Department of Housing and Community Development  
Portfolio Asset Management Division  
1800 Martin Luther King, Jr. Avenue, SE  
Washington, DC 20020-6900;
4. Copy of Certificate of Liability Insurance with the District of Columbia DHCD added as a Certificate Holder:
  - District of Columbia Department of Housing and Community Development  
Portfolio Asset Management Division  
1800 Martin Luther King, Jr. Avenue, SE  
Washington, DC 20020-6900;
5. Evidence of 2013 Real Estate Property Taxes paid for the 2<sup>nd</sup> Half;
6. Evidence of 2014 Real Estate Property Taxes paid for the 1<sup>st</sup> Half and,
7. Copy of Current Business License.

If clarification is needed, contact T'Shannie Jones at (202) 442-7261. Please submit the requested documentation via e-mail to [portfolio.mgmt@dc.gov](mailto:portfolio.mgmt@dc.gov) by Thursday, July 3, 2014.

Sincerely,

*Georgette Benson*  
Georgette Benson  
Portfolio Asset Manager

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**



**Portfolio Asset Management Division**

**September 26, 2014**

**FIHANKRA PLACE INC  
2041 MARTIN LUTHER KING JR. AVE., SE  
WASHINGTON, DC 20020**

**Re: Notice of Event of Default**

**Property: 3200 13TH STREET, SE**

**Ladies and Gentlemen:**

**The D. C. Department of Housing and Community Development ("DHCD") is the lender on the above Property made to FIHANKRA PLACE INC ("Borrower"). In accordance with the Loan Agreement and related loan documents, the following events of default have occurred and are continuing:**

**Failure to Submit Annual Asset Management Documentation**

**To address the event of default(s), one or more of the following items must be provided to the DHCD Portfolio and Asset Management Division to the attention of the signer within 30 days:**

- 1. Copy of 2013 Final Audited Financial Statements;**
- 2. Copy of 2013 Final Tax Return;**
- 3. Copy of Evidence of Commercial Property Insurance with the District of Columbia DHCD added as an Additional Interest, Loss Payee:**
  - District of Columbia Department of Housing and Community Development  
Portfolio Asset Management Division  
1800 Martin Luther King, Jr. Avenue, SE  
Washington, DC 20020-6900;**
- 4. Copy of Certificate of Liability Insurance with the District of Columbia DHCD added as a Certificate Holder;**

- District of Columbia Department of Housing and Community Development  
Portfolio Asset Management Division  
1800 Martin Luther King, Jr. Avenue, SE  
Washington, DC 20020-6900;

5. Evidence of 2013 Real Estate Property Taxes paid for the 2<sup>nd</sup> Half;
6. Evidence of 2014 Real Estate Property Taxes paid for the 1<sup>st</sup> Half and,
7. Copy of Current Business License

The failure of the Borrower to cure the event of default(s) within the specified time period is considered a default by the Borrower whereupon DHCD can exercise its rights set forth in the loan agreements, including declaring all indebtedness of the Borrower to DHCD immediately due and payable.

Any failure or delay by DHCD to insist upon the strict performance of any term or covenant of the Loan Agreement and related loan documents with respect to the Property shall not constitute a waiver of the term or covenant or preclude DHCD from exercising any of its rights at a later time.

If you have any questions or concerns regarding this Notice of Event of Default, please contact Tiphani Jones at 202-442-7261. Requested documentation can be submitted via email to [portfolio.mgmt@dc.gov](mailto:portfolio.mgmt@dc.gov) or by certified mail.

Sincerely,

*Georgette Benson*  
Georgette Benson  
Portfolio Asset Manager

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**



**Portfolio Asset Management Division**

**December 19, 2013**

**Fibankra Place, Inc.  
2041 Martin Luther King Jr. Avenue  
Washington, DC 20020**

**Re: Notice of Event of Default**

**Property: 3200 13th Street SE**

**Ladies and Gentlemen:**

**The D. C. Department of Housing and Community Development ("DHCD") is the lender on the above Property made to Fibankra Place, Inc. ("Borrower"). In accordance with the Loan Agreement and related loan documents, the following events of default have occurred and are continuing:**

**Failure to Submit Annual Asset Management Documentation**

**To address the event of default(s), the following information must be provided to the DHCD Portfolio and Asset Management Division to the attention of the signer within 30 days:**

- 1. Copy of 2012 Final Audited Financial Statements;**
- 2. Copy of 2012 Final Tax Return;**
- 3. Copy of Evidence of Commercial Property Insurance with the District of Columbia DHCD added as an Additional Interest, Loss Payee:**
  - District of Columbia Department of Housing and Community Development  
Portfolio Asset Management Division  
1800 Martin Luther King, Jr. Avenue, SE  
Washington, DC 20020-6900;**

4. Copy of Certificate of Liability Insurance with the District of Columbia DHCD added as a Certificate Holder:
  - District of Columbia Department of Housing and Community Development  
Portfolio Asset Management Division  
1800 Martin Luther King, Jr. Avenue, SE  
Washington, DC 20020-6900;
5. Evidence of 2012 Real Estate Property Taxes paid for the 2<sup>nd</sup> Half;
6. Evidence of 2013 Real Estate Property Taxes paid for the 1<sup>st</sup> Half and,
7. Copy of Current Business License

The failure of the Borrower to cure the event of default(s) within the specified time period is considered a default by the Borrower whereupon DHCD can exercise its rights set forth in the loan agreements, including declaring all indebtedness of the Borrower to DHCD immediately due and payable.

Any failure or delay by DHCD to insist upon the strict performance of any term or covenant of the Loan Agreement and related loan documents with respect to the Property shall not constitute a waiver of the term or covenant or preclude DHCD from exercising any of its rights at a later time.

If you have any questions or concerns regarding this Notice of Event of Default, please contact Tiphonie Jones at 202-442-7261. Requested documentation can be submitted via email to [portfolio.mgmt@dc.gov](mailto:portfolio.mgmt@dc.gov) or by certified mail.

Sincerely,

*Georgette Benson*  
Georgette Benson  
Portfolio Asset Manager

ACCOUNT MASTER FILE INFORMATION

PROJECT 1317

ACCOUNT # [REDACTED]

CLIENT INFO

CLIENT : WASHINGTON DC, DHCD  
 PROJECT : MP CDBG - AMORTIZED  
 1800 MARTIN LUTHER KING, JR. AVE SE  
 ROOM #210  
 CITY : Washington  
 STATE : DC ZIP CODE : 20020  
 TAX ID : -  
 MAIN / SUB ACCOUNT  
 TOTAL PAYMENT AMOUNT 3,845.00

BORROWER INFO

FIRST :  
 MIDDLE :  
 LAST : FIANKRA PLACE INC  
 CO - BORROWER :  
 ADDRESS : 3041 MARTIN LUTHER KING JR AVE  
 SUITE 205  
 CITY : WASHINGTON  
 STATE : DC ZIP CODE 20020  
 PHONE : 202-678-1104  
 TAX ID : X000-J04-9697,  
 CO - BORR. TAX ID

CONTRACT FIELDS

DATE OPENED	04/29/2009	PAYMENT AMOUNT	3,845.00	LATE CHARGE AMT	U
ORIGINAL BALANCE	928,100.00	ESCROW AMOUNT	0.00	LATE CHARGE DAYS	15
INTEREST RATE	4.000	CLIENT FUND	0.00	LOAN TYPE	PRN & INT
INTEREST START DATE	07/01/2010	AGENCY FEE	0.00	PRINT COUPON ?	N
30 DAY INT ?	Y	BORROWER FEE	0.00	COUPONS PRINTED ?	
INTEREST ONLY ?	N	FULL PAYMENT AMOUNT	3,845.00	LOAN NOTE DATE	03/31/2008
LENGTH OF LOAN	36	PAYMENT DUE DATE	08/01/2010	ACH PARTC	N
MATURITY DATE	07/01/2011	PAYMENT FREQUENCY	MONTHLY	INSURANCE MONITORING	N
COLL. STATUS	PNOD			TAX MONITORING	N

PROPERTY INFORMATION

3200 13TH STREET SE, C/O FIANKRA  
 PLACE INC. CITY : WASHINGTON  
 STATE : DC. ZIP CODE : 20019-

BALANCE INFORMATION

ACCOUNT STATUS	OPEN	DELINQUENCY STATUS	Over 90 Days	NUMBER OF PAYMENTS :	53
LATE CHARGE BALANCE	0.00	DATE LAST PAYMENT			
RESERVE BALANCE	0.00	PRINCIPAL LAST PAYMENT			
ESCROW BAL.	0.00	INTEREST LAST PAYMENT			
TRUST BALANCE	0.00	DATE INTEREST PAID TO	07/01/2010		
CHECKING BALANCE	0.00	YTD PRINCIPAL	0.00		
UNAPPLIED BALANCE	0.00	YTD INTEREST	0.00		
PRINCIPAL BALANCE	928,100.00	REFERENCE	2008-47		
ACCRUED INTEREST	0.00	FIRST PAYMENT RECEIVED			
FIRST PAYMENT DUE	08/01/2010				

## Payment History with Memos

For Acct: [REDACTED]  
Run Date: 17/15/2014

Memo Date	Code	Description	Details
4/2/2014	159	PERIODIC STATEMENT MAILED	PERIODIC STATEMENT SENT
4/4/2014	159	PERIODIC STATEMENT MAILED	PERIODIC STATEMENT SENT
11/12/2014	159	PERIODIC STATEMENT MAILED	PERIODIC STATEMENT SENT
5/1/2013	5	MISCELLANEOUS ACCT CHANGES/ADD'L ACCT INFORMATION	NOTICE OF DEFAULT SENT FOR GEORGETTE BUNSON, COPY FORWARDED TO HER ATTORNEY.
5/1/2013	246	NOTICE OF DEFAULT TO FORCLOSE	DUPLICATE MEMO INSERTED
5/1/2013	248	NOTICE OF DEFAULT TO FORCLOSE	DUPLICATE MEMO INSERTED
11/17/2013	603	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
1/24/2013	7	BORROWERS INCOMING/OUTGOING CALL/CONSULT	PERSON CALLED AND WANTED TO KNOW WHAT THE COUPON BOOK WAS FOR AND FOR WHICH LOCATION. I GAVE PROPERTY ADDRESS AND HOW UNDERSTAND WHAT THE LOAN IS ABOUT.
1/27/2013	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
12/1/2012	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
11/9/2012	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
10/19/2012	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
8/1/2012	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
6/17/2012	209	LEFT MESSAGE FOR BORROWER	UNICE BAIT OFFICE
6/17/2012	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
5/1/2012	234	10 DAY & OVER LATE LETTER	DUPLICATE MEMO INSERTED
4/6/2012	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
1/4/2012	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
11/1/2011	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
11/1/2011	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
11/1/2011	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
10/12/2011	213	COLLECTOR CALL ORIBATED - NO ANSWER	MR. YOUHNER RINGING AFTER GETTING UPDATED ADDRESS AND HONTER MAILING STATED HE WILL CONTACT DCB AND WILL LOAN WHICH WAS SUPPOSED TO BE PLACED ON HOLD DUE TO HIS HUNDA
10/5/2011	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
10/5/2011	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
8/16/2011	234	MAIL RETURNED - UNKNOWN - UNABLE TO FORWARD	45 DAY LATE LTR - ADDRESS VERIFIED AND SAME AS ARIUS.
8/16/2011	234	MAIL RETURNED - UNKNOWN - UNABLE TO FORWARD	45 DAY LATE LTR - ADDRESS VERIFIED AND SAME AS ARIUS.
8/1/2011	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
7/17/2011	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
5/31/2011	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
5/17/2011	63	CONSUMER SERVICE MAILED TO BORROWER	DIR. COLLECTOR SENT BAWO PAYOFF QUOTE AND REMINDER LTR.
4/14/2011	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED
3/17/2011	695	WDC 90 DAY LETTER	DUPLICATE MEMO INSERTED



2/16/2011	695	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
2/17/2011	695	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
3/17/2010	655	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
3/17/2010	655	COLLECTOR CALL GENERATED - NO ANSWER		CHECKED LOAN DOCUMENTS FOR ADDITIONAL INFO LOCATED IN CALSPAN / MOVED TO ADMINISTRATIVE STATUS FOR INFO
11/24/2010	685	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
11/23/2010	685	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
10/21/2010	694	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
10/21/2010	693	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
10/22/2010	693	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
10/21/2010	693	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
10/21/2010	693	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
10/21/2010	693	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
10/19/2010	733	COLLECTOR CALL GENERATED - NO ANSWER		PER COMPANY THAT ANSWERED TEL WE HAVE, WE HAVE THE INCORRECT COMPANY. CHECKING LOAN DOCUMENTS FOR INFORMATION
10/19/2010	694	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
9/22/2010	694	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
9/16/2010	693	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
8/13/2010	691	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
8/11/2010	693	TRADE RE-ACQUISITION		UPDATING LOAN INFORMATION FROM PROJECT 1218
2/16/2010	70	CHANGE IN LOAN TERMS		REF (DATE 8/1/2010) TYPE CHANGED TO PAID & SET AND PRICE SHEETS UPDATED PER EMAIL FR DATED 6/23/10
6/22/2010	693	WDC 90 DAY LETTER		6/23/2010 12M MEMO COMPLETED - SHE COMPLETED MEMO IN LETTER
10/19/2009	690	LOAN DATA REVIEWED		CORRECTIONS COMPLETED
7/10/2009	693	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
9/12/2009	690	LOAN DATA REVIEWED		
9/5/2009	693	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
9/5/2009	247	FACT ACT NOTIFICATION LETTER PRINTED		DUE DAYS MEMO INSERTED
9/5/2009	247	FACT ACT NOTIFICATION LETTER PRINTED		DUE DAYS MEMO INSERTED
4/29/2009	70	CHANGE IN LOAN TERMS	12/31/2009	EX CHGNTS TO AMORT. 1ST PMT DUE DATE 02/01/2010 W/ PRAT AMT OF \$3,645.00. ADD EXC INT RATE WITH START DATE OF 01/01/2010. ADD 15 DAYS GRACE PERIOD W/ 2% LATE CHARGE FEE. SHD EXAMINER LTR AND CFM BOOK TO BANK
3/17/2009	689	WDC 90 DAY LETTER		DUE DAYS MEMO INSERTED
2/29/2009	688	SETUP DOCUMENTS RECEIVED	4/29/2009	3/17/2009

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### Active Real Property Payments

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Source ID**	Transaction ID**	Tax Year	Deposit Date	Tax Collected	Interest Collected	Penalty Collected	Total
2102677152024	9100051932858	2010	09/23/2010	\$0.00	\$0.00	\$376.06	\$376.06
2102677152024	9100051932858	2010	09/23/2010	\$376.06	\$0.00	\$0.00	\$376.06
2102677152024	2102677152024	2008	09/23/2010	\$8.01	\$0.00	\$0.00	\$8.01
2102677152024	9100051932857	2009	09/23/2010	\$0.00	\$0.00	\$143.26	\$143.26
2101897109007	9100049299213	2009	07/08/2010	\$1,710.62	\$410.55	\$171.06	\$2,292.23
2101897109007	9100049299214	2009	07/08/2010	\$1,207.51	\$266.89	\$145.40	\$1,609.50
2101897109007	9100049299213	2009	07/08/2010	\$0.00	\$0.00	\$25.66	\$25.66
2101897109007	9100049299213	2009	07/08/2010	\$25.66	\$0.00	\$0.00	\$25.66
2101897109007	9100049299212	2008	07/08/2010	\$1,019.06	\$319.99	\$0.00	\$1,339.05
2101897109007	2101897109007	2008	07/08/2010	\$7,860.24	\$3,073.29	\$0.00	\$10,933.53
2101897109007	2101897109007	2008	07/08/2010	\$118.21	\$0.00	\$0.00	\$118.21
2101897109007	2101897109007	2008	07/08/2010	\$0.00	\$18.30	\$101.91	\$118.21
2081507105029	2081507105029	2005	05/29/2008	\$17,183.29	\$0.00	\$328.50	\$17,489.79
2081507105029	9100082313072	2007	05/29/2008	\$6,429.50	\$771.54	\$642.95	\$7,843.99
2081507105029	9100032313071	2007	05/29/2008	\$8,429.50	\$1,350.20	\$842.95	\$9,422.65
2081507105029	9100032313073	2008	05/29/2008	\$409.28	\$0.00	\$0.00	\$409.28
2081507105029	9100032313073	2008	05/29/2008	\$1,428.34	\$42.85	\$142.83	\$1,614.02
2081507105029	9100032313070	2006	05/29/2008	\$4,899.25	\$1,490.76	\$499.93	\$6,889.94
2081507105029	9100032313089	2006	05/29/2008	\$4,899.25	\$1,938.01	\$499.93	\$7,404.19
2051527007037	9100011828070	2005	05/31/2005	\$900.72	\$0.00	\$0.00	\$900.72
2051527007037	2051527007037	2003	05/31/2005	\$7,708.37	\$1,040.63	\$328.50	\$9,077.50
2051527007037	9100011828069	2004	05/31/2005	\$1,863.78	\$0.00	\$0.00	\$1,863.78

\*Only payments received on or after January 14, 2005 are displayed on this page.  
 \*\*Payments where Transaction ID and Source ID differ indicate that one payment paid off multiple years of liability.

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**Property Detail - 3200 13TH ST SE  
SSL:5914 0007**

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Click on a folder tab above to view tax information.

Tax	Amount Balance	As of Date
Real Property	\$73,330.17	01/17/2015
Special Assessment	\$1,156.00	01/15/2015
Water & Sewer Authority (WASA)	\$2,737.38	01/08/2015

\*The outstanding amounts displayed here may not include updated penalty and interest.

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### Property Detail - 3200 13TH ST SE

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Below is the most current billing information for the Real Property Tax/Pilot Fee on this property.

Description	Tax Amount*	Penalty Amount	Interest Amount**	Fees Amount***	Total Original Du
2014 SECOND HALF	\$16,992.50	\$1,699.25	\$764.66	\$0.00	\$19,456.4
2014 FIRST HALF	\$16,992.50	\$1,699.25	\$2,293.90	\$1,657.25	\$22,642.9
2013 TAX YEAR	\$5,679.70	\$567.98	\$1,490.92	\$567.97	\$8,306.5
2012 TAX YEAR	\$5,679.70	\$567.98	\$2,555.87	\$0.00	\$8,803.5
2011 TAX YEAR	\$5,679.70	\$567.98	\$3,578.21	\$767.97	\$10,593.8
2010 EXPIRED TAX SALE	\$5,156.94	\$0.00	\$0.00	\$5,148.25	\$10,305.1
2009 TAX YEAR	\$3,421.24	\$342.12	\$556.63	\$0.00	\$4,319.9
2008 TAX YEAR	\$9,830.34	\$942.11	\$3,402.68	\$0.00	\$14,175.1
2007 TAX YEAR	\$12,859.00	\$1,285.90	\$2,121.74	\$0.00	\$16,266.6
2006 TAX YEAR	\$9,938.50	\$693.86	\$3,428.79	\$0.00	\$14,061.1
2005 EXPIRED TAX SALE	\$19,091.44	\$0.00	\$0.00	\$0.00	\$19,091.4
2004 TAX YEAR AND PRIOR	\$9,372.15	\$0.00	\$802.44	\$326.50	\$10,501.0

**Current Balance \$73,330.17**

The outstanding amounts displayed here reflect payments and credits which have been applied to this account as well as some Homestead Audit charges; how for billing information contact OTR Customer Service at (202) 727-474X.  
 \* Tax Amount includes Pilot Fee, if applicable.  
 \*\* Interest Amount for tax year 2003 and prior, computed as of 1/31/05.  
 \*\*\* Fees Amount include the Income & Expense Non-Filer Fee, if applicable.  
 \*\*\*\* Credits are the result of adjustments made to real property tax accounts, credits from receiving a benefit, or overpayments in a prior period.

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Property Detail - 3200 13TH ST SE

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- Account Summary Real Property Tax Pilot Exp Special Assessment Water & Sewer

Below is the most current billing information for the Special Assessment Tax on this property.

Table with 4 columns: Levy Date, Tax Assessment, Control Number, Amount Balance. Row 1: 01/28/2013, SPECIAL ASSESSMENT, 131740125, \$1,156.00

\*The outstanding amounts displayed here may not include updated penalty and interest.
\*For billing information contact DCRA Special Assessments at (202) 442-4475.

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Below is the most current billing information for the Water & Sewer Authority Tax on this property.

Address	Amount Balance	Lien Date
3200 13th St SE	\$2,737.38	12/28/2010

\*The outstanding amounts displayed here may not include updated penalty and interest.  
 \*For billing information contact WASA Collections Office at (202) 354-3750.

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\*\*\* Government of the District of Columbia  
Office of Tax and Revenue  
Real Property Tax Administration  
1101 4th Street, SW  
Washington, DC 20024



%%KEYLINE  
3200 THIRTEENTH ST, LLC  
Attn: UNIT 205  
2041 MARTIN LUTHER KING JR AVE  
WASHINGTON DC 20020-7024

*Below are instructions for individuals with limited English proficiency who need assistance.  
All others please turn to the next page for important information from the Office of Tax and Revenue.*



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Assistance

Si necesita ayuda en Español, por favor llame al (202) 727-4829 para proporcionarle un intérprete de manera gratuita.

Nếu quý vị cần giúp đỡ về tiếng Việt, xin gọi (202) 727-4829 để chúng tôi thu xếp có thông dịch viên đến giúp quý vị miễn phí.

Si vous avez besoin d'aide en Français appelez-le (202) 727-4829 et l'assistance d'un interprète vous sera fournie gratuitement.

በአማርኛ እርዳታ ከሌላ ስ (202) 727-4829 ይደውሉ። የገን አስተርጓሚ ያመደብሉዎታል።

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如果您需要用(中文)接受幫助，請電洽 (202) 727-4829 將免費向您提供口譯員服務。

Office of the Chief Financial Officer  
Office of Tax & Revenue  
Customer Service Administration  
1101 4th Street, SW Suite W210  
Washington, DC 20024





Government of the District of Columbia  
Office of the Chief Financial Officer  
Office of Tax and Revenue

1101 4th Street, SW  
Washington, D.C. 20024

Notice Number: 5154255140923

Tax Year 2014 is October 1, 2013 thru September 30, 2014 Class 003

**REAL PROPERTY TAX BILL**

Square	Suffix	Lot	Property Address	Mrtg. No.	Assessment	Tax Rate/\$100	Annual Tax
5914		0007	3200 13TH ST SE		\$679,700	5.00	\$33,985.00
DESCRIPTION			TAX	PENALTY	INTEREST	PAYMENT	TOTAL
2014 Second Half			\$16,992.50				\$16,992.50
2014 First Half			\$16,992.50	\$1,699.25	\$2,039.10		\$20,730.85
Other Fees							\$1,657.25
2013			\$5,679.70	\$1,135.95	\$1,320.53		\$8,136.18
2012			\$5,679.70	\$587.98	\$2,385.47		\$8,633.15
2011			\$5,679.70	\$1,335.95	\$3,407.82		\$10,423.47
2010 Tax Sale			\$5,156.94	\$5,148.25		\$6,778.40	\$3,528.79
<b>Total</b>							<b>\$70,100.19</b>

**Additional Information**      **Taxpayer's Record**      **See reverse side for important information**

- To pay your tax in person, you must pay your tax bill at any Wells Fargo bank in Washington, D.C.
- 10.5% of your Tax Year 2014 Real Property Tax is used to pay the General Obligation Bonds debt service requirement.

If paid by: Oct 23, 2014	Amount due: \$70,100.19
If paid by: Nov 22, 2014	Amount due: \$73,074.58
If paid by: Dec 22, 2014	Amount due: \$73,839.95

If paid by: Jan 21, 2015	Amount due: \$74,605.31
If paid by: Feb 20, 2015	Amount due: \$75,370.66
If paid by: Mar 22, 2015	Amount due: \$75,626.26

PLEASE DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Square	Suffix	Lot	Property Address	Mrtg. No.	Assessment	Tax Rate/\$100	Annual Tax
5914		0007	3200 13TH ST SE		\$679,700	5.00	\$33,985.00
3200 THIRTEENTH ST, LLC							

Notice Number: 5154255140923

Notice Date: September 23, 2014

Amount Enclosed: \$

DCN #

For Official Use Only:

OFFICE OF TAX AND REVENUE  
REAL PROPERTY TAX ADMINISTRATION  
P.O. BOX 98095  
WASHINGTON, DC 20090-8095

<b>PAYMENT DUE BY:</b>	<b>Oct 23, 2014</b>
<b>AMOUNT DUE:</b>	<b>\$70,100.19</b>

8 5914 0007 142388400 0007010019



## TAX BILL INFORMATION

### PAYMENTS:

You must pay your real property tax bill by March 31 for the first half payment and by September 15 for the second half payment. If the due date is on a weekend or holiday, it is due the next business day.

Payments may be made in the following manner:

1. Pay online using our eCheck system at [www.taxpayerservicecenter.com](http://www.taxpayerservicecenter.com)
  - Click on the Real Property Tab and then click Online Bill Payment
  - You will need information from the front of this bill to make your payment
2. Pay by check payable to the "DC Treasurer"
  - To ensure your payment is recorded accurately, you must write your Square, Suffix and Lot number on your check or money order
  - Mail your check with the coupon at the bottom of this notice to Office of Tax and Revenue, P.O. Box 98095, Washington, DC 20090-8095
  - If paying for more than one property, you must include separate checks for each payment voucher
  - Please note that in addition to any fees charged by your bank, there is a \$65 penalty if your check is dishonored by your bank
3. Pay in person at any DC branch of the Wells Fargo Bank
  - Be sure to include the coupon at the bottom of this notice to ensure timely credit for your payment

### PENALTY AND INTEREST CHARGES:

If your real property tax is not paid in full by the due date, the DC law requires that the Office of Tax and Revenue impose a penalty equal to 10% of the delinquent tax as well as interest on the delinquent tax at the rate of 1.5% per month or any part thereof until the balance is paid in full.

### TAX SALE:

Properties delinquent in the payment of real property tax, BID tax, special or nuisance assessment, water bill or public space rental charge for one year may be subject to being sold at the tax sale in July of the year following the date of this bill. If your property becomes subject to tax sale, in addition to being advertised in the newspapers, you will be notified of the possibility of tax sale in a special notice. The notice will give you instructions on procedures to prevent the sale of your property.

### BILL QUESTIONS:

If you believe that your tax bill is incorrect:

- Verify that your property was assigned the proper class. For example, Class 1 is occupied-residential
- Verify that you are receiving the appropriate Homestead or Senior/Disabled Property Owner tax relief
- If you continue to believe your bill is incorrect, please send a detailed explanation of why you believe the bill is incorrect to the Office of Tax and Revenue, Real Property Tax Administration, P.O. Box 176, Washington, DC 20044
- NOTE: sending an explanation of the reason you believe a bill is incorrect DOES NOT extend the due date of your payment.

### APPLY FOR OR REPORT CHANGE IN HOMESTEAD, SENIOR/DISABLED TAX RELIEF

If you are not currently receiving but believe you are eligible for Homestead, Senior/Disabled tax relief, you may apply online following the instructions below. If you are currently receiving the Homestead and/or Senior/Disabled tax relief, but you are no longer domiciled in the District, or the property is no longer your principal place of residence, or if receiving Senior/Disabled tax relief and the total of your household's gross income exceeds \$125,000, you must notify us within 30 days of the change to cancel your tax relief. You can apply or report a change in the following manner:

- Visit our web site at [www.taxpayerservicecenter.com](http://www.taxpayerservicecenter.com)
- Click on the Real Property tab, click on the Homestead Deduction to select the applicable form

### ADDRESS CHANGE

Notify us of any change of your mailing address to continue receiving real property assessments, bills or other notices. You can change your address in the following manner:

- Obtain a change of address form online at [www.taxpayerservicecenter.com](http://www.taxpayerservicecenter.com)
  - Click on the Tax Forms and Publications tab, click on Real Property Tax Forms and Publications, and click on Address Change
  - Complete the form and mail to the address on the form or fax to the number indicated on the form
- While we do take steps to find better addresses if mail is returned, it is your responsibility to be sure we have your correct mailing address.

### MORTGAGE COMPANY INFORMATION

If there is a mortgage company message printed on the front of this bill, your mortgage company has requested to receive your tax bill. If you did not authorize your mortgage company to pay your tax bill or have other payment questions, contact your mortgage company.

### QUESTIONS?

Please contact our Customer Service Center at 202-727-4829



Customer Service 202-354-3750

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY | 810 FIRST STREET, NE | FIRST FLOOR | WASHINGTON, DC 20002

**REHABILITATION OF CONVERTED REAL PROPERTY TAX LIEN  
FOR DELINQUENT WATER AND SEWER BILLS**

**D.C. WATER AND SEWER AUTHORITY**

vs.

**3200 Thirteenth, LLC  
320 - 13th Street, SE  
Washington, DC 20032**

**Date: June 30, 2014  
Account No.: 0226073-5  
Service Address: 3200 - 13th Street, SE  
Square: 5914 Suffix: Lot: 0007**

EX-4

**Re: Converted Document No: 2013032474  
Date: Converted Date: March 19, 2013**

This Rehabilitation of Converted Real Property Tax Lien for Delinquent Water & Sewer Charges filed under the authority of and pursuant to Title 34, Chapter 24 of the District of Columbia Code, 2001 edition, as amended. The purpose of this rehabilitation is to give public notice that the conversion of the tax lien is withdrawn and the lien recorded on 1/19/11 as Document No. 2011007645 is reinstated and valid.

Accordingly, the Recorder of Deeds of the District of Columbia may record this Rehabilitated Converted Real Property Tax Lien.

Recommended By:

**Manager of Collections  
Department of Customer Service,  
District of Columbia Water & Sewer Authority**

Approved By:

**Director  
Department of Customer Service,  
District of Columbia Water & Sewer Authority**

Acknowledge By:

\_\_\_\_\_

**Recorder of Deeds,  
Government of the District of Columbia**

Doc #: 2014060271 Fees: \$0.00  
07/07/2014 11:26 AM Pages: 1  
Filed and Recorded in OFFICIAL Records of  
WASH DC RECORDER OF DEEDS IDA WILLIAMS





Customer Service 202 354-3750

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY | 810 FIRST STREET, NE | SUITE 1100 | WASHINGTON, DC 20002

**CONVERTED REAL PROPERTY TAX LIEN FOR DELINQUENT WATER AND SEWER BILLS**

**D.C. WATER AND SEWER AUTHORITY**

vs.  
3200 Thirteenth, LLC  
3200 - 13th Street, SE  
Washington, DC 20032

Date: March 18, 2013  
Square: 5914 Suffix: Lot: 0007  
Account No.: 0226073-5  
Service Address: 3200 - 13th Street, SE

This Certificate is filed under the authority of and pursuant to Title 34, Chapter 24, Section 34-2407.02 of the D.C. Code, 2001 Edition, as amended. The District of Columbia shall have a continuing lien for taxes against the property for unpaid water and sanitary sewer service charges, penalties, interest and administrative cost.

This Certificate, from the date of its filing, has the force and effect, as against the aforesaid delinquent party or parties, of a lien created by a judgment granted by the Superior Court of the District of Columbia. This lien, now being released to the Office of Tax and Revenue for the purpose of Tax Sale, remains in force and effect until all charges set forth below, together with penalties and interest thereon, shall be paid.

ROD Lien No.: 2011007645

Amount Due: \$1,273.44

This is to certify that the foregoing lien was filed with the Recorder of Deeds of the District of Columbia on the \_\_\_ day of \_\_\_\_\_, 2013.

By:

  
Director  
Department of Customer Services,  
DC Water & Sewer Authority



Doc# 2013032474 Fees: \$6.00  
03/19/2013 8:58AM Pages 1  
Filed & Recorded in Official Records of  
WASH DC RECORDER OF DEEDS TDA WILLIAMS

By:

\_\_\_\_\_  
Recorder of Deeds,  
Government of the District of Columbia

Placement Instrument No.

dcwater.com





DISTRICT OF COLUMBIA.



When Recorded Please Return to:

Dorinda Cooper  
Assistant Attorney General  
Office of the Attorney General  
for the District of Columbia  
801 North Capitol Street, N.E., 7th Floor  
Washington, D.C. 20002

Federal Title & Escrow Company  
5335 Wisconsin Ave., N.W., #700  
Washington, D.C. 20015

080191

**DECLARATION OF COVENANTS  
AND RENT REGULATORY AGREEMENT**

This Declaration of Covenants and Rent Regulatory Agreement ("Declaration") is made this 31 day of July, 2008, by 3200 Thirteenth Street, L.L.C., a District of Columbia limited liability company (the "Borrower" or "Declarant"), and the District of Columbia (the "District"), a municipal corporation acting by and through the D.C. Department of Housing and Community Development (the "Lender," "DHCD" or "Department").

**WITNESSETH:**

WHEREAS, the Department is administering and operating a Community Development Block Grant ("CDBG") Loan Program in accordance with 24 CFR Part 570 ("CDBG Regulations");

WHEREAS, the Department has agreed to loan NINE THUNDRED TWENTY THOUSAND ONE HUNDRED DOLLARS (\$920,100.00) (the "Loan") in CDBG funds ("Funds") to Declarant to be used to defray the costs of acquiring a 12 unit building located at 3200 13<sup>th</sup> Street, S.E., Washington, D.C. (the "Property") as further described in Exhibit A attached hereto and made a part of this Agreement; and

WHEREAS, pursuant to the CDBG Regulations, Declarant hereby covenants to maintain the Project solely as a CDBG eligible activity that provides supervised independent living housing to foster adolescents and young adults who are wards of the District of Columbia a term of forty (40) years commencing on the date of issuance of the Certificate of Completion of Construction, or as long as the loan shall remain unpaid, whichever occurs later (the "Compliance Period"), regardless of transfer of ownership of the Property to Declarant's successors and assigns.

EX  
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**NOW THEREFORE, for and in consideration of the financial assistance provided by Department, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant covenants and agrees that:**

- 1. The aforementioned recitals are incorporated herein by reference and made a part hereof.**
- 2. During the Compliance Period the Property shall remain 100% affordable to extremely low income foster adolescents and young adults who are wards of the District of Columbia with incomes at 30% or less than the Area Median Income ("AMI") for the Washington Metropolitan Statistical Area as set forth in the periodic calculation provided by the United States Department of Housing and Urban Development. Throughout the term of the Compliance Period, Declarant shall comply fully with the following affordability requirements:**
  - (a) A total of Twelve (12) units in the Property shall be Reserved Units that shall be affordable to and rented exclusively to foster adolescents and young adults who are wards of the District of Columbia (extremely low income household) with incomes not exceeding Thirty Percent 30% of AML. Units will be marketed to both male and female wards of the District of Columbia.**
  - (b) Not later than thirty (30) days after each anniversary of the commencement of the Compliance Period for the Project, Declarant shall certify in writing to the Beneficiary that, for the prior year, the Reserved Units have been rented exclusively as required in this Covenant.**
  - (c) The maximum allowable monthly rent for a Reserved Unit, including utilities, shall be thirty percent (30%) of one-twelfth (1/12<sup>th</sup>) of the annual top income limit for households not making in excess of Thirty Percent (30%) of the AML. The Reserved Unit shall remain continuously affordable throughout the Affordability Period. This Covenant of continuous affordability shall be applicable to all owners of the Project or Reserved Units. For purposes of this Declaration, the term rent shall include all carrying charges paid according to any occupancy agreement entered into with members of the Borrower.**
- 3. The covenants contained herein shall run with the land, regardless of the term of any mortgage or the transfer of ownership of the Property.**
- 4. The covenants contained herein shall apply to Declarant and its successors and assigns, except for any purchaser or nominee at foreclosure or in the instance of a deed in lieu of foreclosure, given by the Declarant.**

5. The Declarant shall comply with the requirements of the CDBG program regulations as applicable to the Loan.
6. 3200 Thirteenth Street, L.L.C. appoints Zed A. Smith, attorney-in-fact for 3200 Thirteenth Street, L.L.C., for Declarant and in Declarant's name to execute, acknowledge and deliver this Declaration as Declarant's act and deed.
7. This Declaration of Covenants shall terminate at the end of forty (40) years, or as long as the loan shall remain unpaid, whichever occurs later, or in the event of foreclosure or a transfer of title by deed in lieu of foreclosure.
8. The covenants contained herein shall apply to the Declarant its successors, heirs, executors, administrators and assigns.
9. The District of Columbia has the right to specifically enforce the covenants contained herein.
10. The indebtedness evidenced by this Declaration of Covenants is secured by the Note, Financing Statement and the Deed of Trust, and reference is made thereto for rights as to acceleration of the indebtedness evidenced by the Deed of Trust. This Declaration of Covenants shall be governed by the laws of the District of Columbia, and if any provision of this Declaration of Covenants shall be held invalid, such invalidity shall not affect any other provision of this Loan.

**[Remainder of page is left blank intentionally.]**

**IN WITNESS WHEREOF, 3200 Thirteenth Street, L.L.C., has on the day and year first hereinafore written does hereby appoint Zed A. Smith, to be its attorney-in-fact, the same to acknowledge and deliver these presents as its act and deed by and on behalf of such limited liability company, in his capacity as the President of Urban Asset Management, Inc., Managing Member for Borrower.**

**WITNESS/ATTEST:**

**DECLARANT:**


**3200 Thirteenth Street, L.L.C., a District of  
Columbia limited liability company**

By: 

**By: Urban Asset Management, Inc., a  
Maryland corporation, and Managing  
Member**

By:   
**Zed A. Smith  
President**

**I HEREBY CERTIFY THAT the foregoing Declaration was executed and delivered pursuant to, and in strict conformity with the Operating Agreement, Articles of Organization and Borrowing Consent of 3200 Thirteenth Street, L.L.C.**

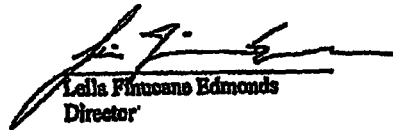
  
Name:  
Title:

**IN WITNESS WHEREOF**, the District of Columbia, acting by and through the Department of Housing and Community Development, does hereby appoint Lella Fincans Edmonds, Director, as its true and lawful attorney-in-fact to execute, acknowledge and deliver this Declaration of Covenants as the act and deed of said District of Columbia.

**WITNESS/ATTEST:**

**DISTRICT OF COLUMBIA, a  
municipal corporation, acting by and  
through the D.C. Department of  
Housing and Community  
Development**

  
Name:

  
Lella Fincans Edmonds  
Director



ACKNOWLEDGEMENT

District of Columbia, ss:

I, Helen H. Do, a Notary Public in and for the above jurisdiction, hereby certify that Zed A. Smith, attorney-in-fact for 3200 Thirteenth Street, L.L.C., in its capacity as the President of the Managing Member of 3200 Thirteenth Street, L.L.C. in the foregoing Declaration of Covenants bearing date the 21 day of July, 2008 personally appeared before me in said jurisdiction, and as said attorney-in-fact, acknowledged and delivered said Declaration of Covenants to be the act and deed of the Declarant.

Witness my hand and official seal this 21 day of July, 2008.

Helen H. Do  
Notary Public

My Commission Expires

[Notarial Seal]

Helen H. Do  
Notary Public, District of Columbia  
My Commission Expires 8-14-2009



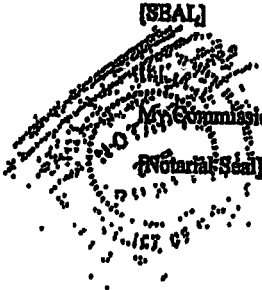
ACKNOWLEDGEMENT

District of Columbia, ss:

I, Dorothy H. Howard, a Notary Public in and for the above jurisdiction, hereby certify that Leila Finamore Edmonds, Director, of the Department of Housing and Community Development in the foregoing Declaration of Covenants bearing date the 21<sup>st</sup> day of July, 2008 personally appeared before me in said jurisdiction and, being personally well known to me as the person named as the Attorney-In-Fact for the said Department of Housing and Community Development, acknowledged said Declaration of Covenants to be the act and deed of the District of Columbia, and that he delivered the same as such.

Witness my hand and official seal this 21<sup>st</sup> day of July, 2008.

Dorothy H. Howard  
Notary Public



[SEAL]

My Commission Expires - 6/30/2009

[Notary Seal]

**Exhibit "A"**

**Legal Description**

**Lot numbered 7 in Square numbered 5914 in the subdivision made by Francis D. Deremer of part of the tract of land called 'RIDGE' as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 134 at Folio 61.**

Doc# 202208152 Fee:1500.00  
08/09/2022 3:45PM Page 3  
Filed & Recorded in Official Records of  
WASH DC RECORDER OF DEEDS LARRY TOUD

RECORDING	\$	62.00
SURCHARGE	\$	5.00

Federal Title & Finance Company  
8805 Wisconsin Ave., N.W., #700  
Washington, D.C. 20015

080191

### UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Donnette A. Cooper, Esq.

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Office of the Attorney General  
For the District of Columbia  
801 N. Capitol Street, N.E., 7th Floor  
Washington, D.C. 20002



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (Print only one debtor name (a or b) - do not abbreviate or combine names)

a. ORGANIZATION'S NAME  
3200 Thirteenth Street, L.L.C.

OR b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

MAILING ADDRESS  
4645 Annie Helen Burroughs, N.E. Washington DC 20019 USA

TELEPHONE NUMBER (AREA CODE) NUMBER AND EXTENSION TYPE OF ORGANIZATION JURISDICTION OF ORGANIZATION IS ORGANIZATION IN A, V, or F?  None

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (Print only one of debtor names (a or b) - do not abbreviate or combine names)

a. ORGANIZATION'S NAME

OR b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

TELEPHONE NUMBER (AREA CODE) NUMBER AND EXTENSION TYPE OF ORGANIZATION JURISDICTION OF ORGANIZATION IS ORGANIZATION IN A, V, or F?  None

3. SECURED PARTY'S NAME OR NAME OF TOTAL ASSIGNOR OF ASSIGNOR'S EPT. - (Print city name toward party name (a or b))

a. ORGANIZATION'S NAME  
D.C. Department of Housing and Community Development

OR b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
801 North Capitol Street, N.E. Washington DC 20002 USA

4. THE FINANCIAL STATEMENT covers the following collateral:  
See Attachment A



5. ALTERNATIVE COLLATERAL IDENTIFICATION:  LESSOR'S REASON  COUNTERPARTY'S CONDITION  CALL COLLATERAL  SELF-INSURANCE  NO LEND  NOT IDENTIFIED  
6.  THIS FINANCING STATEMENT IS FILED FOR SECURITY (as provided by the FILER)  CHECK IF SECURITY SEARCH REPORT (R) OR (R/S) (P)  
7.  THIS RECORD IS A:  ORIGINAL  REPRODUCTION  AS DEBITOR  DEBITOR  DEBITOR

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**Attachment A**

**This Financing Statement Covers:**

- (a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, building materials, furniture, fixtures, architectural and engineering plans and articles of personal property of every kind and nature whatsoever as are now or hereafter located in or upon, contained in or upon, attached to or used or usable in connection with any present or future operation on that certain parcel of land (and any and all improvements thereon, whether now existing or hereafter constructed) located in the District of Columbia, and described in that certain deed of Trust of even date herewith from Debtor to Dana C. Reed, Trustee, with such parcel of land being more particularly described in Exhibit A attached hereto and made a part hereof by reference ("Premises"); and
- (b) All earnings, revenues, rents, issues, profits and other income of and from the Premises and the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases or contracts of sale executed by the Debtor for the Premises, or any part or parcel thereof, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof

**Exhibit A**

**Legal Description**

**BEING KNOWN AND DESIGNATED as Lot No. 7, in Square 5914 in a subdivision made by Francis D. Deremer of part of the tract of land called "Ridge", as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 134 at folio 61. The improvements thereon being known as 3200 13<sup>th</sup> Street South East.**

**Doc# 2006080133 Fees: \$33.00  
62/89/2008 014561 Pages 3  
Filed & Recorded in Official Records of  
WASH DC RECORDER OF DEEDS LARRY TODD**

**RECORDING  
SURCHARGE**

**\$ 27.00  
\$ 6.00**

