

Advisory  
Council On  
Historic  
Preservation

The Old Post Office Building  
1100 Pennsylvania Avenue, NW, #809  
Washington, DC 20004

RECEIVED

AUG 21 1990

U.S. Attorney's Office  
For the District of Columbia

SEP 29 1986

Mr. B. C. Maltby  
Acting Director  
Disposal Division  
General Services Administration  
75 Spring Street, SW  
Atlanta, GA 30303

REF: Transfer or Sale of Approximately 25 Acres of Land  
McMillan Reservoir  
Washington, D.C.

Dear Mr. Maltby

It has come to our attention that the referenced project may have an effect on the McMillan Reservoir, a property that may be eligible for the National Register of Historic Places. We understand that the property was recently declared excess by the Corps of Engineers, and that GSA has assumed the responsibility of disposing of the site.

The transfer at hand involves only a portion of the McMillan Reservoir. However, it would appear that an assessment of the entire reservoir is necessary to determine the relationship of the transfer parcel to the reservoir complex as a whole. When compiling background information on the site, you should attempt to determine its land use history; when it was developed into a reservoir, whether it is associated with any significant engineering developments such as water purification or storage, if there are any undisturbed portions of the site that may contain historic or prehistoric archaeological sites, and any other information that may be useful in determining if this property, or portions thereof, may possess qualities that would make it eligible for inclusion to the National Register. After the referenced documentation has been compiled, it should be forwarded to the District of Columbia Historic Preservation Officer for review and recommendations concerning potential eligibility.

If all or portions of the site appear eligible, then your agency's involvement in this undertaking and the nature of the project's effect on the referenced property may require that your agency obtain the comments of the Council. The National Historic Preservation Act and the Council's

PLAINTIFFS' EXHIBIT F

CAV. NO. 90-1513

ZONING COMMISSION 131  
District of Columbia  
CASE NO. 13-14  
EXHIBIT NO. 689

regulations (36 CFR Part 800) set forth this responsibility. We would appreciate your agency looking into this matter and notifying us of your finding. Should you have any questions, please call Tom McCulloch at (FTS) 786-0505.

We appreciate your cooperation and look forward to receiving your reply.

Sincerely,



Don L. Klima  
Chief, Eastern Division  
of Project Review



General Services Administration, Region 4  
75 Spring Street  
Atlanta, GA 30303

January 21, 1987

RECEIVED

AUG 21 1990

U.S. Attorney's Office  
For the District of Columbia

4-D-DC-463

Mr. Don L. Klima, Chief  
Eastern Division of Project Review  
Advisory Council on Historic Preservation  
1100 Pennsylvania Avenue, NW, #809  
Washington, DC. 20004

Dear Mr. Klima:

This will confirm receipt of your letter dated September 29, 1986, and subsequent telephone conversations between Mr. Tom McCulloch of your staff and myself, concerning a determination of the potential eligibility of 24+ acres at the McMillan Reservoir for possible listing on the National Register of Historic Places.

The General Services Administration (GSA) understands the District of Columbia Historic Preservation Office (HPO) has been unable to determine the eligibility of this site based on the information we submitted for review (copy enclosed). We further understand that based on recent discussions between your office and the HPO, it was agreed that a stipulation and condition of sale to be included in the Offer to Purchase will be acceptable to protect any historical integrity this property has been determined to have.

The condition of sale will read as follows:

"The purchasers/recipients of this property agree that prior to commencing development of this property they will, in coordination with the HPO, record, photograph, and document those elements which qualify the property as being culturally significant in accordance with the A-106 procedure under the National Preservation Act of 1966, as amended."

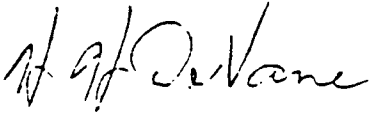
By copy of this letter, we are notifying the HPO of this information. Also, based on the above-mentioned discussions, GSA will proceed to formalize a negotiated sale of this property with the District of Columbia Government.

PLAINTIFFS' EXHIBIT G

Civ. No. 90-1513

If you have any questions, please contact me at FTS 242-2698.

Sincerely,



PATRICIA E. BAILEY  
Acting Director  
Office of Real Estate Sales

Enclosure

cc: Ms. Carol Thompson  
District of Columbia  
Historic Preservation Office  
614 "H" Street, NW  
Washington, DC 20001

Council On  
Historic  
Preservation

The Old Post Office Building  
1100 Pennsylvania Avenue, NW, #809  
Washington, DC 20004

FEB 13 1987

Ms. Patricia E. Bailey  
Acting Director  
Office of Real Estate Sales  
General Services Administration  
75 Spring Street  
Atlanta, GA 30303

REF: Conveyance of McMillan Reservoir, Washington, DC

Dear Ms. Bailey:

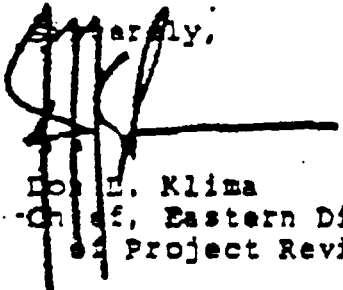
On January 28, 1987, we received your letter notifying us that GSA intends to proceed with the sale of a c. 24 acre parcel of McMillan Reservoir to the District of Columbia. We have two serious concerns about your letter. First, you state that GSA will proceed to formalize the sale of the parcel prior to the completion of your responsibilities under Section 106 of the National Historic Preservation Act and the Council's regulations "Protection of Historic Properties" (36 CFR Part 800). Second, the protective covenant you propose to place in the transfer document is inadequate to protect any historic resources located on the parcel.

Your letter, the first correspondence we have received from GSA on this proposal, does not mention whether GSA believes that there are or are not any National Register-eligible properties located on the parcel, and gives no determination of effect the sale will have on any such historic resources. As the Federal agency in charge of the conveyance, it is your responsibility under Section 106 and the Council's regulations to make these determinations, and then allow the Council opportunity to comment on the undertaking prior to the parcel being sold to the District of Columbia.

The covenant you propose, which merely provides for the purchaser to document historic properties, is inadequate. Please find enclosed a draft copy of covenants which would provide suitable protection of historic properties, and, if included in the conveyance document, would enable GSA to determine under our regulations [§900.9(c)(3)] that the sale would have no adverse effect to historic properties.

PLAINTIFFS' EXHIBIT H  
Civ. No. 97-1523

Until you have completed your responsibilities under Section 106, GSA should not take or sanction any activity that could foreclose our ability to comment on the disposition. Should you have any questions, please contact Tom McCullough at FTS-786-0505. Meanwhile, we look forward to receiving your response to our draft proposal.

Sincerely,  
E. Klima

Chief, Eastern Division  
of Project Review

Enclosure

## Covenants

(Draft)

1. An Historic Resources Report for the c. 19 acre parcel of McMillan Reservoir (hereafter "Parcel") that includes an inventory of resources considered to be eligible for the National Register of Historic Places will be undertaken by the District of Columbia. This report will be prepared in consultation with, and submitted to, the District of Columbia Historic Preservation Officer (HPO) for review and approval and to the Council for review and comment prior to the initiation of any work at the Parcel. The District of Columbia HPO and the Council shall have 30 working days to review the report.
2. The Historic Resources Report will be prepared in accordance with the "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation" (National Park Service, 1983), by an engineering or architectural historian approved by the District of Columbia HPO and who meets, at minimum, the professional qualifications standards described in the "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation."
3. The report will identify and evaluate historic resources in the Parcel in relation to the whole of McMillan Reservoir. The report will also describe and discuss the potential significance of any prehistoric and pre-reservoir historic resources, and those associated with the development of McMillan Reservoir as a municipal reservoir for the District of Columbia. If necessary to present a complete picture of the significance of the resources, the report will discuss them in relation to the whole of McMillan Reservoir.
4. If no part of the Parcel is found to be eligible, then the Grantee is relieved of further preservation responsibilities.
5. If a part of the Parcel is found to be eligible, prior to the initiation of any work at the Parcel, the DC HPO will be consulted during the development of any and all plans and specifications for the renovation, rehabilitation, demolition, or new construction planned for the Parcel, and any and all final plans and specifications for work will be submitted to the District of Columbia HPO for review and approval prior to implementation.
6. If the District of Columbia HPO does not agree with the preliminary or final plans and specifications for work at the Parcel, and the disagreement cannot be resolved, the District of Columbia shall immediately request the comments of the Council in accordance with 36 CFR Part 800.

7. Any and all rehabilitation and renovation work at the Parcel will be undertaken in accordance with "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (Standards) (Attachment 2).

8. All of the foregoing are covenants running with the land at law as well as in equity, and are binding upon and inure to the benefit of the successors and assigns of the District of Columbia, and all present and future persons owning or having an interest in said portion of the McMillan Reservoir, District of Columbia, or part thereof.





General Services Administration, Region 4  
75 Spring Street  
Atlanta, GA 30303

February 27, 1987

4-D-DC-463

Mr. Don L. Klima, Chief  
Eastern Division of Project Review  
Advisory Council on Historic Preservation  
The Old Post Office Building  
1100 Pennsylvania Avenue, NW #809  
Washington, D.C. 20004

Dear Mr. Klima:

This will acknowledge receipt of your letter dated February 13, 1987, and the Advisory Council on Historic Preservation's (ACHP) comments on the proposed disposal of the 19-acre portion of the McMillan Reservoir property in Washington, D.C.

Further, this will confirm the telephone conversation of February 24, 1987, between Tom McCullough of your staff and myself, concerning the General Services Administration's (GSA) position regarding the A-106 review process and the changes to the enclosed draft covenants for this property.

In this regard, a review of all previous data provided to the District of Columbia Historic Preservation Office (HPO) and the ACHP did in our opinion comply with the completion of our responsibility of the A-106 review and supported our determination that there are no National Register eligible properties on this parcel. We regret that the formulation of this material apparently was not in the format desired.

However, in order that the proposed disposal of this property can move forward in an orderly manner, GSA is willing to remove the previous conditions of sale as stated in our letter of January 21, 1987, and include the enclosed covenants as you recommended with the above-noted changes.

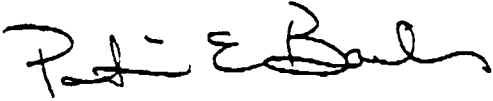
Since these covenants will be included in the offer to purchase and deed of conveyance, it is our determination under 800.9(c)(3) that the sale would have no adverse effect to historic properties.

By copy of this letter we are notifying the HPO of our determination in this disposal.

PLAINTIFFS' EXHIBIT I  
Civ No 96-1513

If you have any questions, please contact Bill Holcombe at FTS  
242-2698.

Sincerely,



PATRICIA E. BAILEY  
Acting Director  
Office of Real Estate Sales

Enclosure

cc: Ms. Carol B. Thompson  
District of Columbia  
Historic Preservation Office  
614 "H" Street, NW  
Washington, DC 20001

**Advisory  
Council On  
Historic  
Preservation**

---

The Old Post Office Building  
1100 Pennsylvania Avenue, NW, #809  
Washington, DC 20004

---

MAR 25 1987

Ms. Patricia E. Bailey  
Acting Director  
Office of Real Estate Sales  
General Services Administration  
75 Spring Street  
Atlanta, GA 30303

REF: Sale of 19 Acres of McMillan Reservoir, Washington, DC

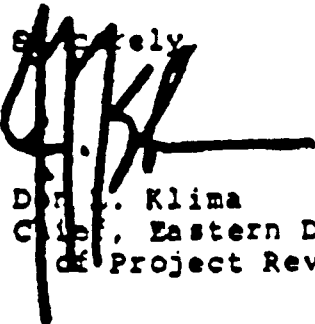
Dear Ms. Bailey:

On March 16, 1987, the Council received your determination that the referenced project would not adversely affect McMillan Reservoir, elements of which are considered eligible for the National Register of Historic Places. We have reviewed your supporting documentation, and we agree with your determination. Our concurrence is based on your stated agreement to include in the conveyance deed the 8 covenants contained in your letter to us.

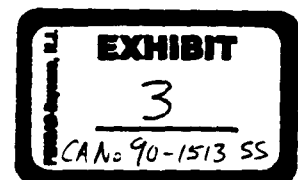
This letter evidences that the requirements of Section 106 of the National Historic Preservation Act and the Council's regulations have been met for this project. Both this letter and your supporting documentation should be retained in your agency's environmental or project files.

Thank you for your continued cooperation.

Sincerely,



D. Klima  
Chief, Eastern Division  
of Project Review



RECEIVED

AUG 21 1990

U.S. Attorney's Office  
For the District of Columbia

"CASH SALE"

OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1. Subject Property.

The Government of the District of Columbia ("Purchaser"), hereby  
(City, State, County, Commission, or Individual)

offers to purchase from the United States of America, acting by and through  
the Administrator of General Services ("Seller"), the surplus property  
formerly known as McMillan Reservoir, 4-D-DC-463, con-  
(Name of Property) (GSA Control No.)  
sisting of approximately 24.69 acres on an "as is, where is" basis, all as  
more particularly described in the attached description (Exhibit A). This  
document with Exhibits A - E, shall be referred to hereinafter as the "Offer  
to Purchase".

2. Terms of Purchase and Sale .

2.1. Purchase Price. The total purchase price for the property is  
NINE MILLION THREE HUNDRED THOUSAND Dollars

(\$ 9,300,000.00 ) payable as follows:

NINE HUNDRED THIRTY THOUSAND Dollars

(\$ 930,000.00 ) remitted as an earnest money deposit in the  
form of a certified check, cashier's check, or postal money order.

EIGHT MILLION THREE HUNDRED SEVENTY THOUSAND Dollars

(\$ 8,370,000.00 ) upon closing pursuant to subsection 2.4.1.

2.2. Title Documents. Upon acceptance of the Offer to Purchase, convey-  
ance of the Seller's interest shall be made by Quitclaim Deed,  
providing the following:

2.2.1. The title to the property will be conveyed subject to all

purchaser shall be relieved of all further liability to Seller.

2.3.2. If Seller does not accept this Offer to Purchase within ninety (90) days of receipt by Seller, or such longer period as may be mutually agreed upon, the earnest money deposit shall be promptly returned to Purchaser without interest and without further liability on the part of either party to the other.

2.4. Closing. Within a reasonable period of time and not later than 30 days from Purchaser's receipt of the Notice of Acceptance, closing of the transaction contemplated hereby shall be held in the Office of Real Estate Sales, General Services Administration, Atlanta, Georgia. At the closing:

2.4.1. Purchaser shall tender to Seller a payment in the amount of Eight Million Three Hundred Seventy Thousand Dollars (\$ 8,370,000.00 ).

2.4.2. Seller shall deliver to Purchaser the Deed which shall have been duly executed and authenticated by authorized officials of Seller.

### 3. Conditions.

3.1. GSA Form 2041, "General Terms Applicable to Negotiated Sales" (except for subparagraph 8f(4)) are incorporated into this Offer to Purchase. However, terms and conditions set forth within the body of this Offer to Purchase take precedence and control over similar or conflicting provisions of GSA Form 2041.

3.2. The nondiscrimination covenant (Exhibit C) shall be incorporated

recommended in House Report Number 95-1053, entitled "FAA Determination of 'No Hazard' for Structures Near Airports," it has been determined that the only public airport within six nautical air miles of this property is the Washington National airport. FAA has been apprised of the proposed disposal of the property, and that the Government's conveyance document will contain a provision that the grantee, its successors and assigns and every successor in interest to the property herein described, or any part thereof, must prohibit any construction or alteration on the property unless a determination of no hazard to air navigation is issued by FAA in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

3.4.3. Purchaser expressly agrees for itself, its successors, and assigns, to prevent any use of the herein described real property which would interfere with or adversely affect operation or maintenance of the airport, or otherwise constitute an airport hazard.

3.5. Excess Profits Clause. The Excess Profits Clause (Exhibit D) is incorporated into this Offer to Purchase and shall be incorporated in the language of the Deed.

3.6. Resolution. There shall be attached to the Offer to Purchase a resolution that will show the official character and authority of the acquisition authority of the Purchaser, and the approval

3.10. (Include only if applicable) If applicable, this clause shall be incorporated in the language of the deed. Flooding. The property lies in the 100-year floodplain of the N/A.

The Purchaser agrees to comply with all Federal, state, and local regulations pertaining to land and development of properties subject to flooding. The Purchaser and all successors shall save the Seller harmless in the event of damage to or loss of life or property resulting directly or indirectly from flooding.

3.11. Covenants.

3.11.1. An Historic Resources Report for the c.19 acre parcel of McMillan Reservoir (hereafter "Parcel") that includes an inventory of resources considered to be eligible for the National Register of Historic Places will be undertaken by the District of Columbia. This report will be prepared in consultation with, and submitted to, the District of Columbia Historic Preservation Officer (HPO) for review and comment prior to the initiation of any work at the Parcel. The District of Columbia HPO and the Council shall have 30 working days to review the report.

3.11.2. The Historic Resources Report will be prepared in accordance with the "Secretary of the Interior's Standards and Guidelines for for Archeology and Historic Preservation" (National Park Service, 1983), by an engineering or architectural historian approved by the District of Columbia HPO and who meets, at minimum, the professional qualifications standards described in the "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation."

3.11.8. All of the foregoing are covenants running with the land at law as well as in equity, and are binding upon and inure to the benefit of the successors and assigns of the District of Columbia, and all present and future persons owning or having an interest in said portion of the McMillan Reservoir, District of Columbia, or part thereof.

3.12. The Government of the District of Columbia hereby acknowledges and agrees that upon acceptance of conveyance of the property that no construction or disturbances of any kind will be allowed to take place prior to January 1988. Therefore, allowing the Washington Aqueduct Division to continue the maintenance and use of the property for the purpose of a water filter facility, to be used as needed, on a non-reimbursable basis.



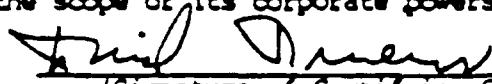
CERTIFICATE OF AUTHORIZATION OF PURCHASER

I, David E. Rivers certify that I am the Secretary  
(Secretary or other  
Official Title) of the District of Columbia Government  
(City, State, County, Commission or Individual)

named as Purchaser herein; that David E. Rivers who signed this Offer  
to Purchase on behalf of the Purchaser was then Secretary of the District of Columbia  
(Official Title)

that said Offer to Purchase was duly signed for and on behalf of said  
Government of the District of Columbia by authority of its governing  
(City, State, County, Commission or Individual)

body and the purchase is within the scope of its corporate powers.

  
(Signature of Certifying Officer)

SEAL

5. Acceptance of United States Government.

The \_\_\_\_\_ Offer to  
(City's, State's, County's, Commission's or Individual's)  
Purchase, as set forth in the foregoing "Offer to Purchase," is hereby  
ACCEPTED by and on behalf of the United States of America this \_\_\_\_\_ day  
of \_\_\_\_\_, 19 \_\_\_\_\_.

UNITED STATES OF AMERICA  
Acting by and through the  
ADMINISTRATOR OF GENERAL SERVICES

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

Enclosures

- (1) Exhibit "A" - Description of Property
- (2) Exhibit "B" - GSA Form 2041
- (3) Exhibit "C" - Nondiscrimination Covenant
- (4) Exhibit "D" - Excess Profits Clause
- (5) Exhibit "E" - Resolution

Due North; passing a corner common to Tract Number 134 and Tract Number 135 and formerly the south line of Douglas Street at 300.00 feet; passing another corner common to Tract Number 135 and Tract Number 134 and formerly the north line of Douglas Street at 390.00 feet; passing another corner common to Tract Number 134 and Tract Number 135 and formerly the south line of Emporia Street at 690.00 feet; passing another corner common to Tract Number 135 and Tract Number 134 and formerly the north line of Emporia Street at 780.00 feet; passing another corner common to Tract Number 134 and Tract Number 135 and formerly the south line of Frankfort Street at 1080.00 feet; passing another corner common to Tract Number 135 and Tract Number 133 and formerly the north line of Frankfort Street at 1170.00 feet, in all 1323.01 feet to the northwest corner common to Tract Number 133, at a point of intersection of the east line of First Street, with the southerly line of Michigan Avenue; thence, leaving the east line of First Street, and with the southerly line of Michigan Avenue and the line of Tract Number 133,

North 80° 21' 47" East 785.41 feet to the place of beginning, containing 24.69 acres, more or less and except 4.80 acres of previously dedicated public rights-of-way.

The bearings and distances used herein are based on the Maryland Coordinate Grid System, 1927 N.A. Datum, as well as reflecting subdivision survey data depicted on sheet no. 8 of a map entitled "Washington Aqueduct Property Map McMillan Property," prepared by U.S. Engineer Office, Washington, DC, Revised by C.P.H., October 1937.

It is the intent of the foregoing description to include all of the same land as that acquired by the United States of America by the following deed:

<u>Tract No.</u>	<u>Grantor</u>	<u>Deed Dated</u>	<u>Liber</u>	<u>Folio</u>
133	Joseph Paul and Wife	18 March 1901	853	775

also a portion of the same land as that acquired by the United States of America by the following instruments:

<u>Tract No.</u>	<u>Grantor</u>	<u>Deed Dated</u>	<u>Liber</u>	<u>Folio</u>
134	Joseph Paul and Wife	29 April 1901	853	771
135	District of Columbia Streets		Turned Over	

(a) A bond or note, in form and substance satisfactory to the Government, evidencing his obligation for payment of the balance of the purchase price; and

(b) A purchase money mortgage, vendor's lien and mortgage, or deed of trust, in conformity with the practice of the State in which the property is located; the document in any case, however, to be in form and substance satisfactory to the Government, and in any event to include:

i. A restriction against sale, lease (unless the property was offered without leasing restrictions), or other disposition of the mortgaged property or any part thereof without prior written consent of the Government;

ii. A requirement for provisions of insurance coverage satisfactory to the Government as to types of risks, amounts, and insurers;

iii. A provision that the principal obligation may be prepaid in full, or in part, on any installment due date, without penalty;

iv. A provision that prepayments made in advance of the regular schedule of payments shall be applied against the principal obligation in inverse order of maturity;

v. Agreement on the part of the mortgagor to allowance of reasonable attorneys' fees and costs to the Government in the event of foreclosure, and to a deficiency judgment (where not prohibited by State law) after foreclosure sale or exercise of power of sale in the mortgage; and

vi. A requirement to provide financial data during the period of the mortgage as may be requested by the Government.

(4) Interest shall be computed at the rate prescribed in the offer. Accrued interest shall be paid with each principal installment.

g. The offeror shall on a mutually agreeable date not later than 90 days after acceptance of law offer, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price (if a cash sale), or (if a credit sale) the offeror shall pay the balance of the down payment, and shall execute and deliver to the Government the instruments described in (f)(3), above, and furnish evidence of insurance coverage. Upon such tender being made by the offeror, the Government shall deliver to the offeror the instrument, or instruments, of conveyance. In any event, if possession was assumed by the offeror prior to the date of conveyance, the offeror shall pay, in addition to the purchase money due, an amount required under the provisions of the offer.

h. The offeror shall pay all taxes imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the offeror's expense.

9. OFFICIALS, NOT TO BENEFIT. No member or officer of any agency shall be entitled to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

10. COVENANT AGAINST CONTINGENT FEES. The offeror warrants that he has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the offeror the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the offeror upon the contract secured or made through bona fide established commercial agencies maintained by the offeror for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

EXHIBIT D

EXCESS PROFITS CLAUSE

(a) This covenant shall run with the land for a period of 3 years from the date of conveyance. With respect to the property described in this deed, if at any time within a 3-year period from the date of transfer of title by the Grantor, the Grantee, or its successors or assigns, shall sell or enter into agreements to sell the property, either in a single transaction or in a series of transactions, it is covenanted and agreed that all proceeds received or to be received in excess of the Grantee's or a subsequent seller's actual allowable costs will be remitted to the Grantor. In the event of a sale of less than the entire property, actual allowable costs will be apportioned to the property based on a fair and reasonable determination by the Grantor.

(b) For purposes of this covenant, the Grantee's or a subsequent seller's allowable costs shall include the following:

(1) The purchase price of the real property;

(2) The direct costs actually incurred and paid for improvements which serve only the property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading, and other site or public improvements;

(3) The direct costs actually incurred and paid for design and engineering services with respect to the improvements described in (b) (2) of this section; and

(4) The finance charges actually incurred and paid in conjunction with loans obtained to meet any of the allowable costs enumerated above.

(c) None of the allowable costs described in paragraph (b) of this section will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.

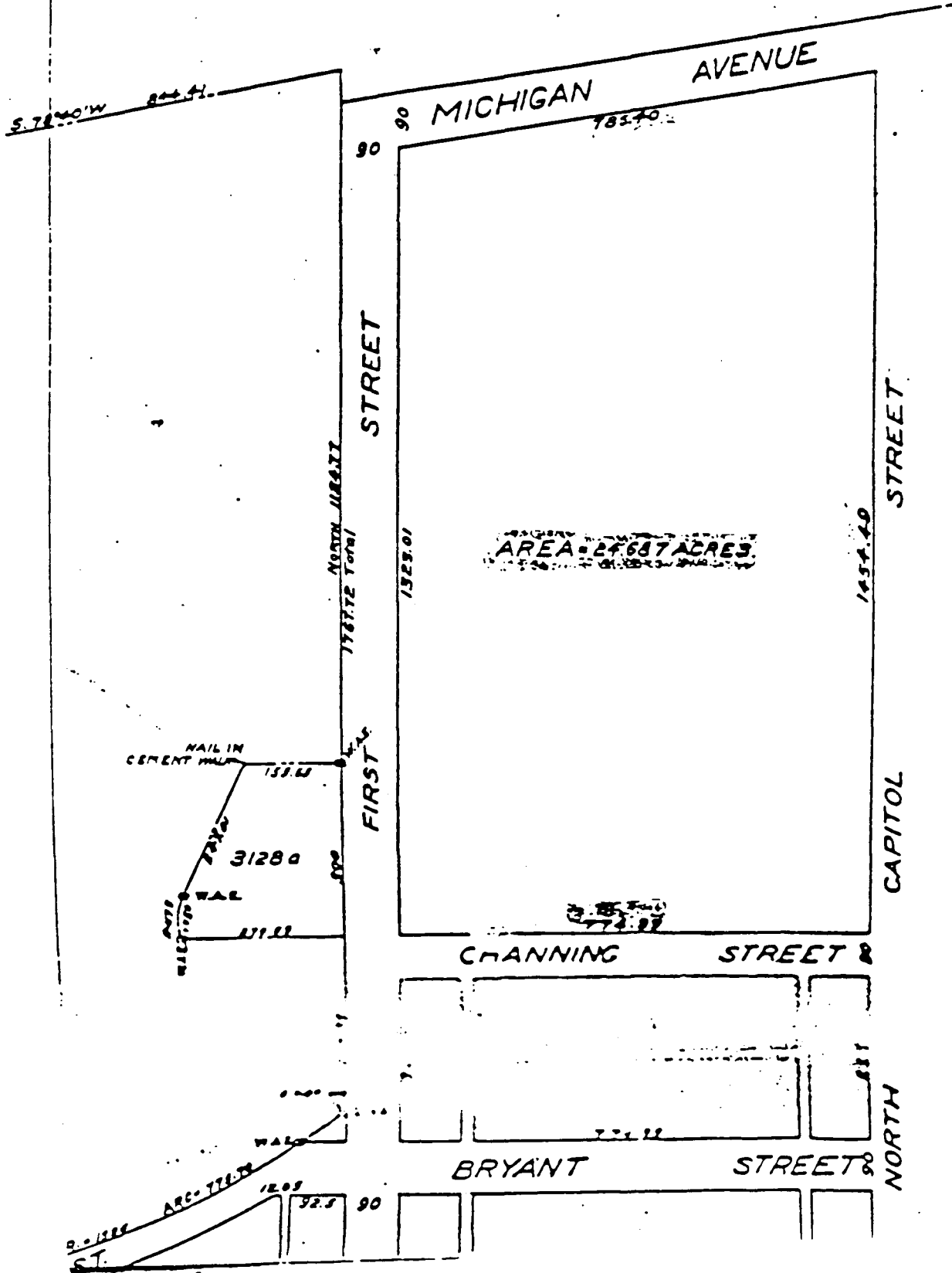
(d) In order to verify compliance with the terms and conditions of this covenant, the Grantee, or its successors or assigns, shall submit an annual report for each of the subsequent 3 years to the Grantor on the anniversary date of this deed. Each report will identify the property involved in this transaction and will contain such of the following items of information as are applicable at the time of submission:

(1) A description of each portion of the property that

# MCMILLAN PARK

Scale 1 inch = 240 ft.

PL. 11 11 J.F.S.



2 1 2 0 0 0 0 0 3 4

Prepared by:  
Ralph O. Howard  
GSA, Region 4, Atlanta, GA  
Office of Regional Counsel

QUITCLAIM DEED

STATE OF GEORGIA )  
                          )  
COUNTY OF FULTON )

THIS INDENTURE, made this 25<sup>th</sup> day of September, 1987, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (P.L. 81-152), as amended (40 U.S.C. 484), and regulations and orders promulgated thereunder, Grantor, and the District of Columbia, Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of NINE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$9,300,000.00) cash in hand paid, and receipt of which is hereby acknowledged, has remised, released, and forever quitclaimed and by these presents does remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title, interest, claim and demand which the said Grantor has or may have had in and to that certain tract or parcel of land lying and being situate in the District of Columbia, and being more particularly described as follows:

Part of Parcel 108/8,

152

EX. C

1987 OCT -7 AM 10:46

56985

62 11.87

A certain parcel of land situate in Washington, District of Columbia, NW, being all of Tract Number 133 and a portion of Tract Numbers 134 and 135 known as the "McMillan Filter Plant" parcel of the Washington Aqueduct McMillan Reservoir and Filter Plant, owned by the United States of America, here-in-after referred to by the Tract Number, and more particularly bounded and described around the filter plant boundary line as follows:

Beginning at the northeast corner common to Tract Number 133, at a point of intersection of the southerly line of Michigan Avenue with the westerly line of North Capitol Street, said point being further located South 48° 54' 36" West 86.24 feet, more or less, from the intersection of the centerline of Michigan Avenue with the centerline of North Capitol Street; thence, leaving the southerly line of Michigan Avenue, and with the westerly line of North Capitol Street and the line of Tract Number 133;

Due South; passing a corner common to Tract Number 133 and Tract Number 135 and formerly the north line of Frankfort Street at 284.49 feet; passing a corner common to Tract Number 135 and Tract Number 134 and formerly the southline of Frankfort Street at 374.49 feet; passing a corner common to Tract Number 134 and Tract Number 135 and formerly the north line of Emporia Street at 674.49 feet; passing another corner common to Tract Number 135 and Tract Number 134 and formerly the south line of Emporia Street at 764.49 feet; passing another corner common to Tract Number 134 and Tract Number 135 and formerly the north line of Douglas Street at 1064.49 feet; passing another corner common to Tract Number 135 and Tract Number 134 and formerly the south line of Douglas Street at 1154.49 feet, in all 1454.49 feet to a corner common to Tract Number 134, at a point of intersection of the westerly line of North Capitol Street

with the north line of Channing Street, thence, leaving the westerly line of North Capitol Street, and with the north line of Channing Street and the line of Tract Number 134;

Due West 774.33 feet to another corner common to Tract Number 134, at a point of intersection of the north line of Channing Street, with the east line of First Street; thence, leaving the north line of Channing Street, and with the east line of First Street, continuing with the line of Tract Number 134;

Due North; passing a corner common to Tract Number 134 and Tract Number 135 and formerly the south line of Douglas Street at 300.00 feet; passing another corner common to Tract Number 135 and Tract Number 134 and formerly the north line of Douglas Street at 390.00 feet; passing another corner common to Tract Number 134 and Tract Number 135 and formerly the south line of Emporia Street at 690.00 feet; passing another corner common to Tract Number 135 and Tract Number 134 and formerly the north line of Emporia Street at 780.00 feet; passing another corner common to Tract Number 134 and Tract Number 135 and formerly the south line of Frankfort Street at 1080.00 feet; passing another corner common to Tract Number 135 and Tract Number 133 and formerly the north line of Frankfort Street at 1170.00 feet, in all 1323.01 feet to the northwest corner common to Tract Number 133, at a point of intersection of the east line of First Street, with the southerly line of Michigan Avenue; thence, leaving the east line of First Street, and with the southerly line of Michigan Avenue and the line of Tract Number 133;

North  $80^{\circ} 21' 47''$  East 785.41 feet to the place of beginning, containing 24.69 acres, more or less and except 4.80 acres of previously dedicated public rights-of-way.



The bearings and distances used herein are based on the Maryland Coordinate Grid System, 1927 N.A. Datum, as well as reflecting subdivision survey data depicted on sheet no. 8 of a map entitled "Washington Aqueduct Property Map McMillan Property", prepared by U.S. Engineer Office, Washington, D.C., Revised by C.P.H., October 1937.

It is the intent of the foregoing description to include all of the same land as that acquired by the United States of America by the following deed:

<u>Tract No.</u>	<u>Grantor</u>	<u>Deed Dated</u>	<u>Liber</u>	<u>Folio</u>
133	Joseph Paul & Wife	18 Mar 1901	853	775

Also, a portion of the same land as that acquired by the United States of America by the following instrument:

<u>Tract No.</u>	<u>Grantor</u>	<u>Deed Dated</u>	<u>Liber</u>	<u>Folio</u>
134	Joseph Paul & Wife	29 Apr 1901	853	771
135	District of Columbia Streets	Turned Over		

SUBJECT TO all existing easements or rights-of-way for public roads and highways, public utilities, railroads and pipelines as of May 8, 1987.

The Government of the District of Columbia hereby acknowledges and agrees that upon acceptance of conveyance of the property that no construction or disturbances of any kind will be allowed to take place prior to January 1988. Therefore, allowing the Washington Aqueduct Division to continue the maintenance and use of the property for the purpose of a water filter facility, to be used as needed, on a non-reimbursable basis.

The following are covenants running with the land at law as well as in equity, and are binding upon and inure to the benefit of the successors and assigns of the District of Columbia, and all present and future persons or entities owning or having an interest in said portion of the McMillan Reservoir, District of Columbia, or part thereof.

#### NON-DISCRIMINATION

The purchaser covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said purchaser and such heirs, successors and assigns shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

#### EXCESS PROFITS

This covenant shall run with the land for a period of 3 years from the date of conveyance. With respect to the property described in this deed, if at any time within a 3-year period

from the date of transfer of title by the Grantor, the Grantee, or its successors or assigns, shall sell or enter into agreements to sell the property, either in a single transaction or in a series of transactions, it is covenanted and agreed that all proceeds received or to be received in excess of the Grantee's or a subsequent seller's actual allowable costs will be remitted to the Grantor. In the event of a sale of less than the entire property, actual allowable costs will be apportioned to the property based on a fair and reasonable determination by the Grantor.

(a) For purposes of this covenant, the Grantee's or a subsequent seller's allowable costs shall include the following:

(1) The purchase price of the real property;

(2) The direct costs actually incurred and paid for improvements which serve only the property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading, and other site or public improvements;

(3) The direct costs actually incurred and paid for design and engineering services with respect to the improvements described in (a)(2) of this section; and

(4) The finance charges actually incurred and paid in conjunction with loans obtained to meet any of the allowable costs enumerated above.

(b) None of the allowable costs described in paragraph (a) of this section will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.

(c) In order to verify compliance with the terms and conditions of this covenant, the Grantee, or its successors or assigns, shall submit an annual report for each of the subsequent 3 years to the Grantor on the anniversary date of this deed. Each report will identify the property involved in this transaction and will contain such of the following items of information as are applicable at the time of submission:

- (1) A description of each portion of the property that has been resold;
- (2) The sale price of each such resold portion;
- (3) The identity of each purchaser;
- (4) The proposed land use; and
- (5) An enumeration of any allowable costs incurred and paid that would offset any realized profit.

If no resale has been made, the report shall so state.

(d) The Grantor may monitor the property and inspect records related thereto to ensure compliance with the terms and conditions of this covenant and may take any actions which it deems reasonable and prudent to recover any excess profits realized through the resale of the property.

**FAA CLAUSE**

Based on coordination between the General Services Administration and the Federal Aviation Administration (FAA) as recommended in House Report No. 95-1053, entitled "FAA

Determination of 'No Hazard' for Structures Near Airports," it has been determined that the only public airport within six nautical air miles of this property is the Washington National Airport. FAA has been apprised of the proposed disposal of the property, and that the Government's conveyance document (this document) will contain a provision that the Grantee, its successors and assigns and every successor in interest to the property herein described, or any part thereof, must prohibit any construction or alteration on the property unless a determination of no hazard to air navigation is issued by FAA in accordance with 14 CFR Part 77. "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

**HISTORIC RESOURCES**

An Historic Resources Report for the 19.89 acre parcel of McMillan Reservoir (hereafter "Parcel") that includes an inventory of resources considered to be eligible for the National Register of Historic Places will be undertaken by the District of Columbia. This report will be prepared in consultation with, and submitted to, the District of Columbia Historic Preservation Officer (HPO) for review and comment prior to the initiation of any work at the Parcel. The District of Columbia HPO and the Council shall have 30 working days to review the report.

The Historic Resources Report will be prepared in accordance with the "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation" (National

Park Service, 1983), by an engineering or architectural historian approved by the District of Columbia HPO and who meets, at minimum, the professional qualifications standards described in the "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation."

The report will identify and evaluate historic resources in the Parcel in relation to the whole of McMillan Reservoir. The report will also describe and discuss the potential significance of any prehistoric and pre-reservoir historic resources, and those associated with the development of McMillan Reservoir as a municipal reservoir for the District of Columbia. If necessary to present a complete picture of the significance of the resources, the report will discuss them in relation to the whole of McMillan Reservoir.

If no part of the Parcel is found to be eligible, then the Grantee is relieved of further preservation responsibilities. If a part of the Parcel is found to be eligible, prior to the initiation of any work at the Parcel, the DC HPO will be consulted during the development of any and all plans and specifications for the renovation, rehabilitation, demolition, or new construction planned for the Parcel, and any and all final plans and specifications for work will be submitted to the District of Columbia HPO for review and approval prior to implementation. If the District of Columbia HPO does not agree with the preliminary or final plans and specifications for work at the Parcel, and the disagreement cannot be resolved, the

District of Columbia shall immediately request the comments of the Council in accordance with 36 CFR Part 800.

Any and all rehabilitation and renovation work at the parcel will be undertaken in accordance with "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (Standards).

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the said Grantor, either in law or in equity.

The property hereby conveyed is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services acting pursuant to the above referred to laws, regulations and orders.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in its name and on its behalf the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
Administrator of General Services

WITNESSES:

William N. Holcomb Jr.  
James J. Brown

By: Patricia E. Bailey  
PATRICIA E. BAILEY  
Acting Director  
Office of Real Estate Sales  
General Services Administration  
Region IV, Atlanta, Georgia

STATE OF GEORGIA )

COUNTY OF FULTON )

This day, before the undersigned, personally appeared PATRICIA E. BAILEY to me well known and known to be the person described in and who executed the foregoing instrument of conveyance on behalf of the UNITED STATES OF AMERICA, and acknowledged that she, being thereunto duly authorized as Acting Director, Office of Real Estate Sales, General Services Administration, Region 4, Atlanta, Georgia, executed the same for the purposes therein mentioned as the free act and deed of the UNITED STATES OF AMERICA and the Administrator of General Services.

IN WITNESS WHEREOF, I have hereunto affixed my official seal of office in Atlanta, Georgia, this the 25<sup>th</sup> day of September, 1987.

*Elaine H. Mitchell*

ELAINE H. MITCHELL

Notary Public, Georgia

My commission expires 1/11/91



D.C. STATUTE 45-602 REQUIREMENT FOR PERSONAL ACKNOWLEDGMENT

I, ELAINE H. MITCHELL, a Notary Public in and for the State of Georgia, DO HEREBY CERTIFY THAT PATRICIA E. BAILEY, party to a certain Deed bearing date on the 25th day of September, 1987, and hereto annexed personally appeared before me in said County of Fulton, THE SAID PATRICIA E. BAILEY, being personally well known to me as the person who executed the said Deed and acknowledged the same to be her act and deed on behalf of the United States of America.

Given under my hand and seal this 2nd day of October A.D., 1987.

*Elaine H. Mitchell*  
ELAINE H. MITCHELL  
NOTARY PUBLIC  
My Commission expires 1/11/91

## D.C. STATUTE 45-602 REQUIREMENT FOR PERSONAL ACKNOWLEDGMENT

I, ELAINE H. MITCHELL, a Notary Public in and for the State of Georgia, DO HEREBY CERTIFY THAT PATRICIA E. BAILEY, party to a certain Deed bearing date on the 25th day of September, 1987, and hereto annexed personally appeared before me in said County of Fulton, THE SAID PATRICIA E. BAILEY, being personally well known to me as the person who executed the said Deed and acknowledged the same to be her act and deed on behalf of the United States of America.

Given under my hand and seal this 2nd day of October  
A.D., 1987.

*Elaine H. Mitchell*  
ELAINE H. MITCHELL  
NOTARY PUBLIC  
My Commission expires 1/11/91