

SOUTH CAPITOL DEVELOPMENT AGREEMENT

THIS SOUTH CAPITOL DEVELOPMENT AGREEMENT (the “Agreement”) is made as of this 4th day of October 2019 (“Effective Date”), by and between SOUTHWEST NEIGHBORHOOD ASSEMBLY INC. (“SWNA”), a District of Columbia nonprofit corporation, and 1319 SOUTH CAPITOL ASSOCIATES, LLC, a District of Columbia limited liability company (“Developer”). SWNA and the Developer are collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, SWNA is a District of Columbia nonprofit corporation that is governed by by-laws and an elected board with the mission of improving the quality of life for residents in Southwest, D.C.

WHEREAS, Developer is the owner in fee simple of certain real property located in the District of Columbia known as Lots 14, 15, 53, 54, 60-64, 68, 70, 810, and 811 in Square 653 (collectively, the “Property”). The Property is described more particularly on **Exhibit A**. The Property is located in the CG-2 Zone District and is bounded by N Street, SW to the north, South Capitol Street to the east, private property to the south, and a portion of a public alley to the west.

WHEREAS, Developer intends to develop Lots 14, 15, 54, 60-64, 70, 810, and 811 in Square 653 (all of the Lots within the Property except Lots 53 and 68, referred to herein as the “Development Site”) with a new mixed-use apartment house with ground floor retail and accessory parking (the “Project”). The Development Site is shown more specifically on **Exhibit A-1**.

WHEREAS, Lots 53, 54, 60-64 and 68 within the Site are each improved with a two-story row dwelling constructed between 1892 and 1916 (the “Row Dwelling Lots”) while Lots 14, 15, 70, 810, and 811 within the Site are unimproved.

WHEREAS, on April 11, 2017, SWNA filed an Historic Landmark Designation application with the Historic Preservation Review Board (“HPRB”) for thirteen (13) lots within Square 653, including all of the Row Dwelling Lots (the “Landmark Designation”).

WHEREAS, the Development Site includes a piece of property that was previously a portion of a public alley in Square 653 that was closed pursuant to Law 22-0222.

WHEREAS, Developer intends to: (i) raze the existing row dwellings on Lots 54 and 60 in Square 653 (the “Raze Lots”), and (ii) partially demolish the rear portions of the existing row dwellings on Lots 61-64 (the “N Street Retained Buildings”), in order to construct and operate the Project. The Raze Lots, N Street Retained Buildings, and Lots 53 and 68 are shown more specifically on **Exhibit A-1**.

WHEREAS, the Project will also be subject to review and approval by the Zoning Commission of the District of Columbia (the “Zoning Commission”), pursuant to the Design Review requirements of Subtitle X, Chapter 6 of the 2016 Zoning Regulations (the “Z.C. Application”).

WHEREAS, the Parties have worked together on the Project's historic preservation elements such that SWNA now believes that it can amend the Landmark Designation application according to the terms of this Agreement, with the understanding that the Developer intends to fully perform the terms of this Agreement and that the Agreement will remain legally binding upon future partners of or successors to the Developer.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) and the foregoing Recitals, which are a material part of this Agreement, the Parties agree as follows:

1. **Landmark Designation**. No later than ten (10) calendar days following the Effective Date of this Agreement, SWNA shall submit to HPRB, with copies delivered to Developer and to Advisory Neighborhood Commission ("ANC") 6D, an amended Landmark Nomination application to remove Lots 54 and 60-64 in the Development Site from the Landmark Designation's boundaries (the "Amended Application"). SWNA shall not submit another landmark designation application or historic district nomination application for any properties within the Development Site, nor shall SWNA support in any manner, encourage, or participate in the submission of another landmark application or historic district nomination for any properties within the Development Site filed by another individual, organization, or entity. If (i) SWNA fails to submit the Amendment Letter in accordance with the terms of this Section, or (ii) SWNA or one of the individuals involved in the negotiation of this Agreement, files a landmark designation application or a historic district designation application for property incorporating the Development Site, this Agreement shall automatically terminate and Developer shall have no further obligations under this Agreement. If the Landmark Designation is withdrawn by SWNA due to a negotiated agreement with the owners of Lots 52, 69, and/or 827 in Square 653, Lots 53 and 68 shall be subject to Section 5(c) of this Agreement.
2. **Timeline**. The Parties hereby agree to proceed in accordance with the timeline attached hereto as **Exhibit B**. Any substantial deviation from the timeline attached as **Exhibit B** that is related to an obligation or action of Developer will be discussed by Developer with the representative(s) of SWNA after such deviation becomes known to Developer. The timeline attached as **Exhibit B** is estimated and may be subject to delay by the Zoning Commission and other D.C. review and permitting authorities.
3. **Submission of Raze and Demolition Permits**. Following the signing of this Agreement, including attachments, and only after receipt of a copy of the Amendment Letter as submitted to HPRB, the Developer may submit raze permit applications to the Department of Consumer and Regulatory Affairs ("DCRA") to raze the existing row dwellings on Lots 54 and 60 (also known as the "Raze Lots") and to obtain one or more demolition permits to perform the partial demolition work to the rear portions of the existing row dwellings on Lots 61-64 (also known as the "N Street Retained Buildings") in order to allow structural support elements required for the Project to be located thereon, subject to Section 5(b) and **Exhibit C** of this Agreement (particularly Section 5(b)(iii) which requires any work performed relating to the N Street Retained Buildings to be in accordance with a stabilization plan, including protection against adverse conditions such as moisture penetration). SWNA shall not publicly object to, appeal, or contest in any manner Developer's raze permit applications or any raze permits for Lots 54 and 60 (also known

as the “Raze Lots”) or Developer’s demolition permit applications or any demolition permits described above for Lots 61-64 (also known as the “N Street Retained Buildings”), nor shall SWNA support in any manner, encourage, or participate in any objections to the Applicant’s raze or demolition permits or applications described in this Section, so long as they are in accordance with Exhibit C of this Agreement.

4. **Property Condition.** No later than two (2) months following the complete razing of the existing row dwellings on the Raze Lots (Lots 54 and 60) in accordance with the DCRA-issued raze permits, Developer shall install a fence with a mesh screen along the N Street and South Capitol Street frontage, shall grade-out the Raze Lots and install gravel or other non-dust-producing ground covering, and shall implement pest control procedures across the Development site. Developer will employ best practices of the construction industry to create a plan to reduce the effects of Project demolition, excavation and construction activities on adjacent and nearby sites and will work to protect properties adversely affected by these activities. Such plan will be provided to SWNA no less than thirty (30) days prior to the beginning of any demolition, excavation or construction work on the Development Site.

5. **Project Design**

- a. **Plans.** Developer will develop the Project and the Development Site in accordance with the conceptual plans and visual design attached as **Exhibit C** (the “Plans”), subject to the provisions of this Agreement.
- b. **N Street Lots.** Developer shall design the Project in accordance with the following:
 - i. Lot 61-64 (also known as the “N Street Retained Buildings”) shall have the appearance of four (4) separate row dwellings and function as four (4) single-family housing units within the larger multi-family Project, and conform to the specifications shown on Page 16 of **Exhibit C**;
 - ii. the N Street Retained Buildings shall be retained, with rear reconstruction allowed for structural support of the portions of the Project above such structures, but in no cases less than a depth of fifteen (15) feet as measured from the front of each building along N Street, SW. Such remodeled portions of the N Street Retained Buildings are to be reconstructed with modifications necessary to integrate the structures into the Project and in order to create one building for zoning purposes including the introduction of above-grade connections, as necessary, while maintaining them as functional single family units per specifications in Exhibit C;
 - iii. the front portions of the N Street Retained Buildings, as specified in Section 5(b)(ii), will remain intact and on site, and structurally supported throughout site demolition and preparation and Project construction, and will be restored and integrated into the Project according to the specifications shown on Page 16 of **Exhibit C**. The structural support provided for the N

Street Retained Buildings shall be in accordance with a stabilization plan drafted to be in accordance with historic preservation industry best practices and subject to the approval of the DC Historic Preservation Office staff (which approval may be indicated via email or letter);

- iv. Developer shall use the Project's N Street Retained Buildings for Inclusionary Zoning ("IZ") units, subject to approval by the relevant District of Columbia agencies, the Washington, D.C. area Median Family Income ("MFI") levels required by the IZ program, which includes 60% MFI for rental units. The Project's IZ units shall be in accordance with all IZ requirements, including but not limited to resident eligibility, unit IZ set-aside duration and administration. Developer shall submit an annual summary to ANC 6D regarding the administration of the Project's IZ units for the duration of the Project's IZ units; and
 - v. To improve site access along the western alley, Developer may use Lot 60 as a portion of the rear yard for the single building on the Development Site, as defined in Subtitle B, Section 100.2 of the Zoning Regulations.
- c. **South Capitol Rowhouse Lots.** As described in last sentence of Section 1 of this Agreement, in the event that the Landmark Designation is withdrawn by SWNA due to a negotiated agreement with the owners of Lots 52, 69, and/or 827 in Square 653 or is otherwise not approved by HPRB, Developer shall design Lots 53 and 68 in accordance with the following:
- i. Lot 53 and 68 (the "South Capitol Retained Buildings") shall have the appearance of two (2) separate row dwellings and each shall function as a single-family housing unit or as a commercial space, and conform to the specifications shown on Page 16 of Exhibit C;
 - ii. the South Capitol Retained Buildings shall be retained, with rear reconstruction allowed for structural support of the portions of a development above such structures, but in no cases less than a depth of fifteen (15) feet as measured from the front of each building along South Capitol Street, SW and new construction shall be permitted above; and
 - iii. the front portions of the South Capitol Retained Buildings, as specified in Section 5(c)(ii), will remain intact and on site, and structurally supported throughout site demolition and preparation and project construction, and will be restored and integrated into the Project according to the specifications shown on Page 16 of Exhibit C. The structural support provided for the South Capitol Retained Buildings shall be in accordance with a stabilization plan drafted to be in accordance with historic preservation industry best practices and subject to the approval of the DC Historic Preservation Office staff (which approval may be indicated via email or letter).

- d. **Western Façade and Other Design Concerns.** Within sixty (60) days of the execution of this Agreement, provided that Syphax Village will meet within such timeframe, Developer shall meet with Syphax Village regarding the exterior architectural treatment of the Project's western façade. Within fourteen (14) days of such meeting, Syphax Village and SWNA will provide developer with comments, if any, regarding the exterior architectural treatment of the Project's western façade. Developer shall incorporate such comments relating thereto, if any, into the further refinement of such architectural treatment, as indicated in the final design specifications shown in **Exhibit C**, or attempt a mutual resolution to accommodate resident concerns. Developer and SWNA may seek advisory comments from HPO staff regarding the exterior architectural design treatment of the Project's western façade. If there is disagreement between Developer and SWNA on the appropriate design for such façade, the parties shall resolve the disagreement by seeking and incorporating the comments from HPO staff regarding the disputed issue of the exterior architectural treatment of the Project's western façade. Any modifications made to **Exhibit C** based on these discussions shall be deemed to be permissible modifications to **Exhibit C**, notwithstanding any other provisions of this Agreement.
- e. **Modification to Plans.** The Parties acknowledge that Developer will incorporate the comments from the D.C. Preservation League Project Review Committee attached as **Exhibit D** into the Project design. The Parties acknowledge that the Project design may be modified as the result of input by the Zoning Commission and the District agencies pursuant the Z.C. Application and the related process and that, unless such modifications to the Plans are material or otherwise significantly affect the historic preservation elements of the N Street Retained Buildings or, if Section 5(c) is triggered, the South Capitol Retained Buildings, may proceed without further review by SWNA. If the Project is the subject of substantial modifications, Developer will provide notice of such modifications to SWNA and SWNA shall have the ability to reasonably comment on such modifications, including expressing its views of such modifications to ANC 6D, without such communications being a violation of this Agreement.

6. **Enforcement.**

- a. **Breach and Remedy.** Failure of either Party to comply in good faith with the terms of this Agreement shall constitute a breach of this Agreement. Absent any emergency, wherein immediate corrective action is required to prevent injury or damage to person or property, any perceived breach of this Agreement shall be stated in writing, and the allegedly-breaching Party shall be given ten (10) calendar days to take appropriate corrective or remedial action. If said corrective or remedial action is not taken by the eleventh (11th) day, or such other time as may be necessary for said action to be completed, or if satisfactory explanation is not given, the complaining Party may pursue appropriate corrective action from the District of Columbia, a court of competent jurisdiction, or through binding arbitration as described in Section 7(c). This Agreement may be enforced in any court of competent jurisdiction for any action, or actions, for mandatory or prohibitory

injunctive relief. The Parties agree to act in good faith in the fulfillment of the terms of this Agreement.

- b. **Attorney's Fees.** In the event that any Party should bring suit against any other Party to enforce this Agreement or any provision thereof and SWNA is the Prevailing Party, SWNA, as relevant, shall be entitled to recover from the Developer reasonable attorneys' fees and costs of court and administration in connection with such suit, as determined by the court. As used herein, a "Prevailing Party" shall include, without limitation, a Party who prevails in an action for recovery hereunder.

7. **Communication.**

- a. **Implementation Committee.** The representatives of Developer and the representatives of SWNA shall establish a working group to be known as the "Implementation Committee," which shall meet no less than monthly, beginning three (3) months after the Effective Date of this Agreement and continuing until nine (9) months after the Effective Date of this Agreement. After the ninth month after the Effective Date of this Agreement, the Implementation Committee shall meet quarterly upon request by SWNA and such meeting shall continue until issuance of the final Certificate of Occupancy for the Project at which point such meetings will terminate. At such meetings, any of SWNA or Developer may raise issues related to implementation of this Agreement, in an effort to facilitate open dialogue, resolve implementation challenges, and advance the goals of the Parties regarding the Project. Developer shall schedule meetings for the Implementation Committee in a convenient and handicapped accessible space.
- b. **Representatives.** The appointed representative of the Developer is George Chopivsky and the contact information for such individual is george@fortiscompanies.com and (202) 417-7000. SWNA may contact such representative for any issues relating to the Project or arising under this Agreement. Developer may substitute such representative if written notice is provided to SWNA in accordance with this Agreement. SWNA may rely on statements made and approvals or comments given by such representative pursuant to this Agreement as constituting the agreement of Developer regarding such issue. The elected President of SWNA, or his or her appointed agent, shall speak and correspond with the Developer on SWNA's behalf. Developer may rely on statements made and approvals or comments given by the President of SWNA pursuant to this Agreement as constituting the agreement of SWNA regarding such issue. SWNA may appoint another representative by written notice to Developer.
- c. **Binding Arbitration.** In addition to (in accordance with the last sentence of this Section) or in lieu of remedies specified in Section 6(a) above, a Party may pursue binding arbitration to enforce any term of this Agreement that has allegedly been breached. A Party may seek arbitration relief ordering, and the arbitrator shall have the power to order, affirmative equitable and/or affirmative injunctive relief, temporary or permanent, requiring a defaulting Party to comply with this

Agreement. Arbitration shall be conducted in Washington, D.C. under the rules of the American Arbitration Association (the “Rules”). Each Party shall bear its own fees and other costs except where the Developer is found by final judgment of the arbitrator to have been in default of this Agreement, in which case the prevailing Party, SWNA, shall be entitled to attorneys’ fees and arbitration costs from the defaulting Party. If recommended by such arbitrator, a Party or the Parties could submit the request for relief or redress to a court of law.

- d. **Notices**. All notices and other communications hereunder shall be in writing and either personally delivered (which will be deemed given upon delivery or upon the first refusal to accept delivery) or mailed in both physical AND electronic copies to the following:

If to Developer: 1319 South Capitol Associates, LLC
 c/o Ronald D. Paul Companies
 4416 East West Hwy., Suite 300
 Bethesda, Maryland 20814
 Attn: Kathleen McCallum
 (301) 951-7222
 E-mail: kmccallum@ronaldpaulcos.com

With a copy to: 1319 South Capitol Associates, LLC
 c/o Ronald D. Paul Companies
 4416 East West Hwy., Suite 300
 Bethesda, Maryland 20814
 Attn: Stanley Marks
 (301) 951-7222
 E-mail: SMarks@ronaldpaulcos.com

With a copy to: 1319 South Capitol Associates, LLC
 c/o The FORTIS Companies
 1300 19th Street, NW
 Suite 725
 Washington, DC 20036
 Attn: George Chopivsky
 (202) 417-7000
 E-mail: george@fortiscompanies.com

If to SWNA: Southwest Neighborhood Association
 P.O. Box 70131
 Washington, DC 20024
 (202) 202-320-4414
 Attn: President
 E-mail: president@swana.org AND history@swdc.org

8. **Letter of Support**. Provided that the Project is agreed to be in accordance with Section 5(a) and Exhibit C, subject to the modification permitted under Section 5, SWNA shall: (i)

at the reasonable request of Developer and within seven (7) days of such request, file a letter of support for the Project with the Zoning Commission relating to the Z.C. Application, or other letters relating to agency or similar review, if any, and (ii) at the reasonable request of Developer, appear and testify in support at the hearing before the Zoning Commission for the Z.C. Application, provided that no less than 30 days' notice is provided to SWNA of such hearing.

9. **General Terms.**

- a. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.
- b. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. The Adjacent Property Owner Agreement by and between Developer, Gregory Keagle, Chun-Chau Lam, Shing Wai Lam, Sheila Sammadar, Darrin Weaver and RS Liquors, Inc., dated October 11, 2017 ("Neighbor Agreement") stands alone and shall not be superseded by this Agreement. In addition, Developer will not exercise its right to terminate the Neighbor Agreement under Section 2 of the Neighbor Agreement due to the filing of the Landmark Designation once this Agreement is fully-executed, provided that the Landmark Designation is amended in accordance with this Agreement, including the removal of Lots 54 and 60-64 from the Landmark Designation.
- c. **Amendment – Waiver.** No modification of this Agreement shall be valid unless such modification is in writing and signed by both of the Parties to this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom it is charged.
- d. **Warranty of Authority.** Each person executing this Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the Party for which he or she is acting and that said Party will thereby be fully bound by the terms of this Agreement.
- e. **No Admission.** This Agreement is a compromise of disputed claims and is not intended to be, and is not, an admission of liability or fault by any Party.
- f. **Covenant of Further Assurances.** Each Party agrees from time to time and at any time hereafter, to take such actions and to execute and deliver any and all additional documents, as may be reasonably required or appropriate to carry out the terms of this Agreement. All such further actions and documents will be taken or delivered at no additional consideration.
- g. **Recordation.** This Agreement shall be recorded in the Land Records of the Office of the Recorder of Deeds of the District of Columbia at the expense of Developer

and thereafter, all rights, covenants and obligations shall run with the land and be binding upon successor owners of the Site.

10. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns, attorneys, executors, and administrators. Developer will assign this Agreement to any subsequent owner or developer of the Site, and that assignment shall be binding on any subsequent owners thereafter.
11. **Governing Law; Litigation.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, exclusive of reference to its rules and principles of conflicts of law.
12. **Construction.** This Agreement shall be construed without regard to any presumption or any other rule requiring construction against the Party who caused it to have been drafted. For purposes of interpreting this Agreement, the singular shall include the plural and vice versa.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Documents obtained via facsimile machines, or electronic mail, PDF, JPG or electronic signature, including all signatures therein contained, shall be deemed originals for all purposes hereunder.
14. **Termination and Easement Agreement.** This Agreement shall terminate and be of no further force or effect at the later of: (i) two (2) years after the issuance of the final Certificate of Occupancy for the Project, and (ii) the recordation of an easement maintaining the historic elements of the N Street Retained Buildings on Lots 61-64 (as indicated on Page 16 of Exhibit C) in perpetuity and the residential use of the N Street Retained Buildings for the life of the Project, and, if Section 5(c) is triggered, maintaining the historic elements of the South Capitol Retained Buildings on Lots 53 and 68 (as indicated on Page 16 of Exhibit C), in perpetuity. Developer will notify SWNA in writing upon the occurrence of the two conditions described in the prior sentence and the termination of the Agreement caused thereby. At such time, the Parties shall execute and record a release or termination of this Agreement. The preceding documents shall be in the form required by Developer's title company or lender and shall be recorded in the Land Records at the expense of Developer.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

SOUTHWEST NEIGHBORHOOD ASSEMBLY

BY: *Donna Purchase*
By: Donna Purchase
Its: President

DISTRICT OF COLUMBIA, to wit:

On this, the 18th day of September, 2019, before me, a notary public, personally appeared Donna Purchase known to me (or satisfactorily proven) to be the person who executed the within instrument as the President of Southwest Neighborhood Assembly Inc., and this person thereupon acknowledged that the said instrument made by the company and delivered by him as such company officer, is the voluntary act and deed of the company.

WITNESS my hand and official seal this 18th day of September, 2019.



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF LAND

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Washington in the District of Columbia and being more particularly described as follows:

Lot numbered Sixty (60) in Square numbered Six Hundred Fifty-three (653) in the subdivision made by Harry Wardman and Thomas P. Bones, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 59 at folio 67.

The North half of Original Lot numbered Sixteen (16) in Square numbered Six Hundred Fifty-three (653).

NOTE: At the date hereof the above described property is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lot numbered Eight Hundred Eleven (811) in Square numbered Six Hundred Fifty-three (653).

All of Original Lot numbered Fourteen (14) in Square numbered Six Hundred Fifty-three (653).

All of Original Lot numbered Fifteen (15) in Square numbered Six Hundred Fifty-three (653).

Lot numbered Seventy (70) in Square numbered Six Hundred Fifty-three (653) in the subdivision made by Joseph m. Coleman, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 81 at folio 46.

Lot numbered Forty-five (45) in Square numbered Six Hundred Fifty-three (653) in the subdivision made by Joseph M. Coleman, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 32 at folio 190, SAVING AND EXCEPTING THEREFROM all that part of Lot 45 dedicated for use as a public alley on plat recorded in the Office of the Surveyor for the District of Columbia in Liber 37 at folio 113.

NOTE: At the date hereof the above described property is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lot numbered Eight Hundred Ten (810) in Square numbered Six Hundred Fifty-three (653).

Lot numbered Fifty-four (54) in Square numbered Six Hundred Fifty-three (653) in the subdivision made by William B. Miller, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 50 at folio 139.

Lot numbered Sixty-four (64) in Square numbered Six Hundred Fifty-three (653) in the subdivision made by Harry Wardman and Thomas P. Bones, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 59 at folio 67.

Lot numbered Fifty-Three (53) in Square numbered Six Hundred Fifty-three (653) in the subdivision made by William R. Miller, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 50 at folio 139.

Subject to the right of way over the rear ten (10) feet of Lot 53 in Square 653 described in Deed from Kathryn Cunningham to Jasper Lynch and Edna May Lynch, dated September 14, 1950 and recorded September 22, 1950 as Instrument No. 39893 in Liber 9301 at folio 529.

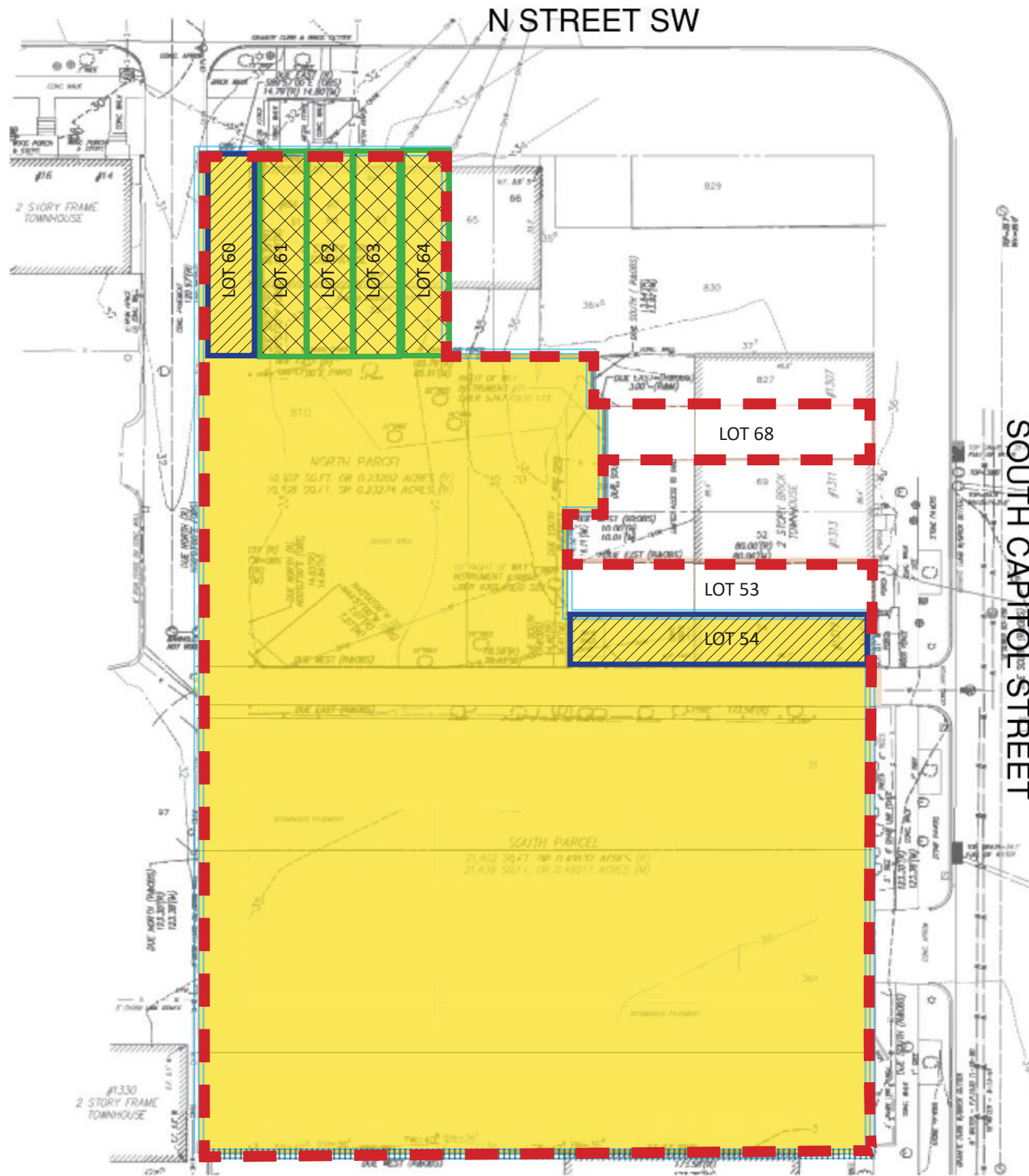
Lot numbered Sixty-one (61) in Square numbered Six Hundred Fifty-three (653) in the subdivision made by Harry Wardman and Thomas P. Bones, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 59 at folio 67.

Lot numbered Sixty-eight (68) in Square numbered Six Hundred Fifty-three (653) in the subdivision made by Joseph M. Coleman, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 81 at folio 46

Lot numbered Sixty-two (62) in Square numbered Six Hundred Fifty-three (653) in the subdivision made by Harry Wardman and Thomas P. Bones, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 59 at folio 67.

Lot numbered Sixty-three (63) in Square numbered Six Hundred Fifty-three (653) in the subdivision made by Harry Wardman and Thomas P. Bones, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 59 at folio 67.

EXHIBIT A-1
DEPICTION OF PROPERTY



LEGEND

-  SITE
-  DEVELOPMENT SITE
-  N STREET RETAINED BUILDING LOTS
-  RAZE LOTS

EXHIBIT B
ESTIMATED TIMELINE

- October 4, 2019 – Agreement Signed/Effective; Recordation to follow
- By October 14, 2019 – Amendment to Landmark Nomination submitted to DC HPO Office
 - Amendment removes the six (6) Rowhouses noted in the Agreement;
 - DC HPO provides Notice within Ten (10) Days;
- October-November 2019 – Developer Files Raze Permits for Two (2) Rowhouses & Demo Permits for the Rears of the Four (4) Rowhouses on N Street, SW
- November 2019 – Developer Files Notice of Intent to File for Zoning Commission Review
- November-December 2019 – Developer Meets with ANC 6D and SWNA for introduction/overview of Design Review application
- December-January 2019 – Developer Files Application for Zoning Commission Review
- ~December-January 2019 – Two (2) Rowhouses are Razed and Four (4) Rowhouses are Demolished at the Rear with Necessary Support and Bracings Installed
- ~February-March 2020 – HPRB Hears Amended Landmark Application
- ~ February-March 2020 – Developer Presents Zoning Commission Case to ANC 6D and SWNA; ANC 6D and SWNA Take Action and File Correspondence Accordingly in Zoning Commission Case
- ~May-June 2020 – Zoning Commission Hearing
- ~August-December 2020 – Zoning Commission Order Issued
- ~February–April 2021 – Developer Files for Above Grade Building Permit(s)
- ~August-November 2021 – Above-grade Building Permit(s) Issued to Developer
- Immediately following permit issuance – SWNA Files Historic Landmark Nomination Application for Updated Boundaries to Include the Existing/Remaining Townhouses that Developer Integrated into Project

EXHIBIT C
PLANS

EXHIBIT D
DC PRESERVATION LEAGUE'S (DCPL) PROJECT REVIEW COMMITTEE
COMMENTS

- The Committee recommends further study be undertaken to evaluate reducing the height of the plinth along South Capitol, perhaps dropping the sawtooth pattern one floor which we believe may improve the proportions of the building.
- The committee also recommends that the pattern of openings in the plinth be more uniformly sized and spaced, which is more in keeping with the rhythm of the rowhouse facades.
- Finally, the committee recommends simplifying the material palette on the plinth – specifically elimination of the precast trim.