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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,*

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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° 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. *Carol Thompson*

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



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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