

Prepared by and Return to:

DC Water and Sewer Authority
1100 4th Street, SW # 310
Washington, DC 20024

Maximo # 17-415860

EASEMENT AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS

THIS EASEMENT AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS (“Agreement”) made this 21st day of December, 2018 among **DISTRICT OF COLUMBIA**, acting by and through the Department of Housing and Community Development, herein called (“Grantor”), **MARKET TERMINAL ASSOCIATION**, a District of Columbia non-profit corporation (“MTA”) and the **DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**, an independent authority of the District of Columbia, herein called (“Authority”). Grantor, MTA and Authority, each a “Party,” collectively, the “Parties.”

RECITALS

WHEREAS, Grantor owns or has jurisdiction over that certain real property located in the District of Columbia, known as Lot 0819 in Square 3587, and described in the attached Exhibit A (the “Subject Property”):

WHEREAS, Subject Property is subject to that certain Covenant (Multiple Building), dated July 29, 1985 and recorded as Instrument No. 27477 on July 31, 1985, which establishes a perpetual easement over the Subject Property for the benefit of certain Owners (as defined therein) of property adjacent to the Subject Property (as amended, the “Covenant”); and

WHEREAS, pursuant to the *Water and Sewer Authority Establishment and Department of Public Works Reorganization Act of 1996*, effective April 18, 1996 (D.C. Law 11-111; DC Official Code §§ 34-2202.01 et seq.), Authority is responsible for the planning, design, construction, operation, maintenance, regulation, finance, repair, modernization, and improvement of the water distribution and sewage collection, treatment and disposal systems and services within the District of Columbia; and

WHEREAS, members of Market Terminal Association, a District of Columbia non-profit corporation (“MTA”) are the sole successors in interest to the Owners (as defined in the Covenant) and MTA has requested, on behalf of its members, that Authority provide water and/or sewer service to the Subject Property; and

WHEREAS, in order to enable Authority to carry out its statutory responsibility, Grantor has agreed to make a grant of easement to Authority and MTA for the purposes described in this Agreement; and

WHEREAS, Authority and MTA each have agreed to accept such grant of easement on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the benefit to Grantor, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Grantor, MTA and Authority, the Parties hereby agree as follows:

1. **Grant of Easement-Construction/Maintenance.** MTA shall, at its sole expense, cost and election, be solely responsible for, and have the exclusive right to perform, the initial construction work for the installation in the Easement Area described in the attached **Exhibit B** and shown in the attached **Exhibit C** (collectively, the "Easement Area") of the water main(s), sewer main(s) (separate sanitary, separate storm or combined sanitary/storm sewer) and any related appurtenances to these mains for the public water distribution system and/or sewage collection, treatment, and disposal system shown in the attached **Exhibit C** and described in the attached **Exhibit D** (individually and collectively, the "Facilities") for acceptance by Authority. Grantor, on behalf of itself, its successors and assigns, hereby grants unto Authority, its successors and assigns, a non-exclusive easement (the "Easement") with the right of pedestrian and vehicular ingress and egress in, on, under, over, to a minimum height of twenty-five feet (25') above the finished grade, and across the full width and length of the Easement Area. Grantor, on behalf of itself, its successors and assigns, also grants unto MTA and the Authority the right to install, construct, reconstruct, alter, maintain, repair, enlarge, relocate and inspect the Facilities as Authority deems appropriate, now or in the future, to and/or for the water distribution and sewage collection, treatment, and disposal system. Grantor's grant of the Easement to Authority and MTA is limited to the extent of Grantor's right, title and interest in and to the Subject Property, and Grantor's grant of the Easement to Authority and MTA is without any covenant or warranty of title.

2. **Indemnification.** MTA shall indemnify, save harmless and defend Grantor and all its respective officers, agents and employees from and against all claims or liabilities that may arise out of or in connection with, either directly, any actions or omissions of MTA or any of its members with regard to the construction, operation, maintenance or restoration of the Facilities or otherwise under the terms of this Agreement.

3. **Facilities Ownership and Maintenance.** Following completion of the initial construction and installation of the Facilities by MTA, and acceptance by Authority, title to all Facilities in the Easement Area shall be vested in the District of Columbia. All operational jurisdiction and control of the Facilities shall be vested in the Authority. Authority shall make any repairs or replacements to the Facilities it deems necessary and proper for the upkeep and maintenance of said Facilities. In the event Authority causes any damage to the surface of the Easement Area during the performance of work in the Easement Area, Authority shall restore the surface, including ordinary lawns, standard walkways, roadways, driveways and parking lot surfacing, to the condition in which it existed prior to Authority's work; provided, however, that Authority shall in no case be responsible for replacing or paying for the repair or replacement of any structure, tree or other obstruction in violation of Sections 5 or 6 below. Grantor covenants that, except for any public combined storm and sanitary sewer system and facilities constituting a portion

of the Facilities, it shall own, operate and maintain all storm water collection and management facilities including, without limitation, catch basins, pipes and other related storm water management devices and appurtenances, now existing or hereafter installed or located on the Subject Property and Grantor agrees that Authority has no ownership or maintenance responsibility for such facilities; provided, however, MTA agrees to operate and maintain all such storm water collection and management facilities and pay any and all costs incurred by Grantor in connection with its ownership thereof. Grantor further agrees that the term "Facilities", as utilized in this Agreement, does not include any such public storm water collection and management facilities.

4. **Access to Subject Property.** During the course of any work permitted to be performed by Authority hereunder and during any periodic inspection and maintenance of the Facilities or the Easement Area, Authority shall be permitted to access the Subject Property with persons, vehicles and any other equipment it deems necessary. In addition to the foregoing, Authority, and its respective agents and employees, shall have the non-exclusive right to access the portions of the Subject Property adjoining the Easement Area to the extent reasonably necessary for Authority to perform such work permitted hereunder; provided, however, that such right of access shall be exercised only during periods of actual permitted work, and then only to the minimum extent necessary for such work; and provided further, such right of access shall not be construed to allow Authority to erect any building, structure or facilities of a temporary or permanent nature on such adjoining portions of the Subject Property, except as otherwise agreed by the Parties.

5. **Interference with Use.** Grantor and each successor owner of the Subject Property (each successor owner also a "Grantor") shall use and operate the Subject Property so that there is no unreasonable interference with Authority's use and operation of the Facilities and the Easement Area. Grantor shall not erect or cause to be erected any buildings, walls or other structures in the Easement Area either above or below grade that impair Authority's ability to excavate and repair the Facilities. In addition, Grantor shall not plant or cause to be planted any trees in the Easement Area. Moreover, Grantor shall be specifically prohibited from constructing or placing in the Easement Area any structure, container, surface or subsurface feature including, without limitation, swimming pools, ponds and detention basins for the storage or containment of any liquids including, without limitation, water, heating oil, gasoline, diesel fuel, and liquefied natural gas. Grantor may, however, erect removable fences, walkways, pavement and parking lot surfacing within the Easement Area. Authority shall have the right to cut or remove any trees, structures or other obstructions in the Easement Area at Grantor's expense if erected or placed in the Easement Area in violation of this Section 5 ("**Removal**"); provided, however, that such expense shall be subject to Grantor's prior written approval of the total estimated cost for the Removal for non-emergency work, which shall not be unreasonably withheld; provided further, that if such approval is not given then Authority shall have the rights and remedies available to it pursuant to this Agreement, at law or in equity; and, provided further, that if the actual costs of the non-emergency work exceed the amount previously approved by Grantor, then Grantor's written approval of the excess amount shall be required as a condition to payment. For non-emergency work, Authority may provide Grantor the opportunity to cut or remove any trees, structures or other obstructions in the Easement Area so long as Grantor conducts the Removal within the specified timeframe granted by

Authority. In the case of emergency work performed by Authority, Grantor's written approval of any costs for the emergency work shall be required as a condition to payment by Grantor. If Grantor does not approve the costs of the emergency work, then Authority shall have the rights and remedies available to it pursuant to this Agreement, at law or in equity. Grantor shall not cause or permit a change of grade of the Easement Area that would result in an increase or decrease in the grade by more than twelve inches (12"). Grantor may allow other utility providers to install conduit, cable or pipes in the Easement Area provided such installed materials cross the Facilities at an angle of not less than forty-five (45) degrees. Grantor reserves the right to continue to use the land within the Easement Area for any use and purpose which shall not violate in any way the preceding restrictions and which shall not interfere with the use thereof by Authority permitted by this Agreement. Notwithstanding anything to the contrary contained herein, MTA shall pay all costs incurred by Grantor at any time or from time to time pursuant to this Section 5.

6. **Interference with Facilities.** Grantor and MTA agree and covenant to and with Authority that any building or other structure (whether one or more, "**Structure**") constructed and erected, or caused to be constructed and erected, by Grantor or MTA on the Subject Property shall, in addition to complying with all requirements of applicable laws and regulations, be so constructed that no structural load shall rest upon, or be transmitted either directly or indirectly to, the Facilities and that no part of any Structure, or of the foundations thereof, shall be installed within five feet (5'), vertically or horizontally, of said Facilities.

7. **Damage from Construction of Structure.** Grantor and MTA covenant that it shall each use commercially reasonable efforts to conduct, or cause to be conducted, the work of construction or erection of any Structure on the Subject Property in such manner that no harm or damage will be done or result to the Facilities. If Authority claims that such work resulted in harm or damage to the Facilities, and Authority elects to perform the necessary repairs, Authority shall deliver to Grantor and MTA, as applicable, the total estimated cost of such repair work, which shall be paid by Grantor or MTA, as applicable, subject to the prior written approval of such total estimated cost. If the total actual cost of such repair work exceeds the amount previously approved by Grantor or MTA, as applicable, then the applicable written approval of the excess amount shall be required as a condition to payment. Notwithstanding the foregoing, if Grantor or MTA, as applicable disputes that its respective work caused harm or damage to the Facilities, and Grantor or MTA, as applicable, and Authority cannot resolve the matter, the matter shall be determined by the judgment of a court of competent jurisdiction.

8. **Access to Facilities Inside or Under Structure.** Grantor grants to Authority, its successors and assigns, the right to enter into any Structure on the Subject Property to the extent reasonably necessary for Authority to perform any work permitted hereunder; provided, however, that such right of entry shall be exercised only during periods of actual permitted work, and then only to the minimum extent necessary for such work. In the event that Authority needs to obtain access to the Facilities for any purpose, then Authority shall use its best efforts to gain such access through existing manholes or otherwise to avoid any disturbance to any Structure on the Subject Property. After exhausting all reasonable alternative means of access, Authority shall have the right to cut into or remove so much

of any Structure over or beside the Facilities as is reasonably necessary in order to obtain access to the Facilities only after providing Grantor with reasonable notice of its intent and the opportunity to object or for Grantor to do the work itself; and in the exercise of such right, Authority may use such persons and equipment as Authority shall deem appropriate. In the event that Authority gains access to the Facilities through any part of a Structure that is not located within the Easement Area, all repairs to the Structure necessitated thereby shall be made by Authority, at its sole cost and expense; provided that all repair work shall require the prior written approval of Grantor and may, at Grantor's election, be supervised by Grantor.

9. Notices. Any notice under this Agreement shall be in writing and may be delivered in person, by public or private courier services, by certified mail with return receipt requested, by electronic mail or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such addresses as the Parties may from time to time direct in writing:

To Grantor:

Government of the District of Columbia
Department of Housing and Community Development
1800 Martin Luther King Jr. Avenue, SE
Washington, D.C. 20020
Attention: Director

With a copy to:

Government of the District of Columbia
Department of Housing and Community Development
1800 Martin Luther King Jr. Avenue, SE
Washington, D.C. 20020
Attention: General Counsel

and, in the event of an alleged default by Grantor, a copy to:

Government of the District of Columbia
Office of the Attorney General for the District of Columbia
441 4th Street, NW, Suite 1010 South
Washington, DC 20001
Attention: Commercial Division, Real Estate Section
Email: David.fisher@dc.gov

To Authority:

DC Water and Sewer Authority
c/o Kevin Harney, Easement and Covenant Coordinator
1100 4th Street, SW # 310

Washington, DC 20024
Office: 202-646-8600
Fax: 202-646-8628
Email: kevin.harney@dcwater.com

With a copy to:

DC Water and Sewer Authority
5000 Overlook Avenue, SW
Washington, DC 20032
Attn: General Counsel
Office: 202-747-2240

To MTA:

Market Terminal Association
c/o Carmel Partners
1000 Sansome Street, First Floor
San Francisco, CA 94111
Attn: Ben Lazarus
Email: blazarus@carmelpartners.com

With a copy to:

c/o Carmel Partners
805 Third Avenue, 20th Floor
New York, NY 10022
Attn: Lee Bloch
Email: lbloch@carmelpartners.com

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, D.C. 20004
Attn: J. Michael Pickett, Esq.
Phone: (202) 373-6071
Email: michael.pickett@morganlewis.com

c/o Kettler
8255 Greensboro Drive, Suite 200
McLean, Virginia 22102
Attn: Sean Curtin
Email: scurtin@kettler.com

With a copy to:

Rogers Yogodzinski LLP

2001 L Street NW, Suite 720
Washington, DC 20036
Attn: Debra Yogodzinski
Email: dyogodzinski@rylawdc.com

10. Miscellaneous.

(a) Counterparts. This Agreement may be executed in multiple counterparts each of which shall constitute an original and all of which together shall constitute one and the same instrument.

(b) Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the District of Columbia without reference to choice of laws principles thereof. The parties hereto accept the jurisdiction of the Superior Court of the District of Columbia as the court of competent jurisdiction to resolve matters under this Agreement.

(c) Binding Effect. The parties agree that the terms and conditions of this Agreement shall (i) be binding upon, and shall inure to the benefit of, their respective heirs, legal representatives, successors and assigns, and (ii) run with the land and be binding upon and inure to the benefit of all parties owning or having any interest in the Subject Property.

(d) Written Modifications. No change or modification of this Agreement shall be valid unless the same is in writing, signed by the Parties hereto and recorded in the land records. No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

(e) Further Actions. The Parties hereto shall at any time and from time to time after the execution of this Agreement, upon request of any party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as reasonably may be required in the mutual determination of the respective legal counsels of the Parties for the performance of all obligations under this Agreement.

(f) Severability of Provisions. In the event that one or more of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable, each such provision shall be deemed severable and the remaining provisions of this Agreement shall continue in full force and effect.

(g) Covenants. By executing this Agreement, each of the Parties represents that: (i) it is authorized to enter into, execute and deliver this Agreement and to perform its obligations hereunder; (ii) this Agreement is effective and enforceable against such party in accordance with its terms; (iii) the person signing on such Party's behalf is duly authorized to execute this Agreement; and (iv) no other signatures or approvals are necessary in order to make all of the representations of such Party contained in this paragraph true and correct.

(h) **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits are hereby incorporated herein and made a part of this Agreement by reference.

(i) **Remedies.** If either Party shall fail to comply with the terms and conditions contained herein, the non-defaulting Party may seek specific performance of such term and conditions and any direct damages resulting from breach thereof, in addition to any other rights or remedies available to the non-defaulting party at law or in equity, but in no event may either Grantor or Authority seek punitive or consequential damages that may arise as a result of a failure to comply with the terms and conditions of this Agreement.

(j) **Limitations of Liability.** Authority, its officers, agents and employees shall not be liable for any claims, expenses, fines, penalties or monetary obligations of any kind to the extent arising out of any negligent or intentional wrongful act of Grantor or its agents or contractors (it being understood that if Grantor disputes such negligent or intentional wrongful act, and Grantor and Authority cannot resolve the matter, the fact and extent of such negligent or intentional wrongful act shall be as determined by the judgment of a court of competent jurisdiction), in the performance of, or in connection with Grantor's construction of the Facilities on the Subject Property.

(k) **Anti-Deficiency Acts.** It is expressly understood that the obligations of Grantor and Authority to fulfill financial obligations, if any, pursuant to this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein (to which Grantor or Authority is a party), are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2004); (ii) the D.C. Official Code §§ 1-206.03(e) (2014 Repl.); (iii) D.C. Official Code § 47-105 (2013 Repl.); (iv) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2013 Repl.); and (v) the Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2014 Repl.) (collectively, (i), (ii), (iii), (iv) and (v), as amended from time to time, the “**Anti-Deficiency Acts**”). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of Grantor or Authority in anticipation of an appropriation by Congress for such purpose, and Grantor's and Authority's legal liability for the payment of any charges under this Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

(l) MTA shall at its cost and expense, properly record this Agreement with the Recorder of Deeds and provide the other parties hereto with a copy of this Agreement, certified by the Recorder of Deeds as a true copy of the recorded instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year written first above.

DISTRICT OF COLUMBIA, a municipal corporation, acting by and through its Department of Housing and Community Development

By: *Mary R. Donaldson*
Name: Mary R. (Polly) Donaldson
Title: Director

DISTRICT OF COLUMBIA:

I, *Sharon K. Gray*, a Notary Public in and for the aforesaid jurisdiction do hereby certify that Mary R. (Polly) Donaldson, as Director of the Department of Housing and Community Development of the District of Columbia, party to the foregoing Agreement bearing the date of the *20th* day of December, 2018, personally appeared before me in said jurisdiction, the said Mary R. (Polly) Donaldson being personally well known to me as the person who executed said Agreement and acknowledged the same to be his or her act and deed and the act and deed as the authorized agent of the Government of the District of Columbia.

Given under my hand and seal this *20th* day of December, 2018.



Sharon K. Gray
NOTARY PUBLIC
SHARON K. GRAY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires September 30, 2022
My Commission Expires _____

THE UNIVERSITY OF CHICAGO LIBRARY

1950

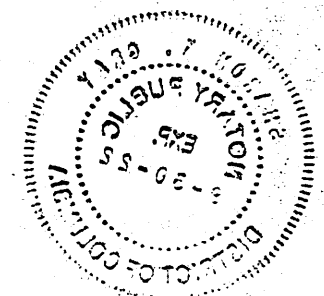
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UNIVERSITY OF CHICAGO LIBRARY
5200 S. UNIVERSITY AVENUE, CHICAGO, ILL.



IN WITNESS WHEREOF, Authority, acting through its General Manager and CEO, has caused this instrument to be executed as of the day and year written first above.

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

By: Wayne Griffith
Name: David L. Gadis
Title: General Manager and CEO

DISTRICT OF COLUMBIA:

I, Debra L Mathis, a Notary Public in and for the aforesaid jurisdiction do hereby certify that David L. Gadis, as General Manager and CEO representing the District of Columbia Water and Sewer Authority, party to the foregoing Agreement bearing the date of the ___ day of December, 2018, personally appeared before me in said jurisdiction, the said David L. Gadis being personally well known to me as the person who executed said Agreement and acknowledged the same to be the act and deed of the District of Columbia Water and Sewer Authority.

Given under my hand and seal this 21st day of Dec 2018.



Debra L Mathis
NOTARY PUBLIC

DEBRA L. MATHIS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires My Commission Expires January 31, 2022

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IN WITNESS WHEREOF, MTA, acting through its Vice President, has caused this instrument to be executed as of the day and year written first above.

MARKET TERMINAL ASSOCIATION, a District of Columbia non-profit corporation

By: 
Name: LEE BLOCH
Title: SVP

New York
~~DISTRICT OF COLUMBIA:-~~

I, Matthew Feldman, a Notary Public in and for the aforesaid jurisdiction do hereby certify that Lee Bloch, as Vice President representing Market Terminal Association, which has accepted and agreed to the provisions of the foregoing Agreement bearing the date of the 19th day of December, 2018, that binds Market Terminal Association, personally appeared before me in said jurisdiction, the said Lee Bloch being personally well known to me as the person who executed said Easement Agreement and acknowledged the same to be the act and deed of the Market Terminal Association.

Given under my hand and seal this 19th day of December, 2018.


NOTARY PUBLIC

My Commission Expires _____

MATTHEW J. FELDMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02FE6300818
Qualified in Westchester County
My Commission Expires April 07, 2018 22

**METES AND BOUNDS DESCRIPTION
(A&T LOT 819 – EXHIBIT 'A' – LOT DESCRIPTION)**

**PART OF LOT 6
SQUARE 3587
LIBER 176 FOLIO 163
DISTRICT OF COLUMBIA**

ALL THAT CERTAIN LOT OR PARCEL OF REAL PROPERTY, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PART OF LOT 6 IN SQUARE 3587 IN A SUBDIVISION MADE BY THE DISTRICT OF COLUMBIA AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR FOR THE DISTRICT OF COLUMBIA IN LIBER 176 AT FOLIO 163 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 6, SQUARE 3587 (LIBER 176 FOLIO 163), SAID CORNER BEING THE DIVISION LINE BETWEEN SAID LOT 6 ON THE NORTH AND LOT 8, SQUARE 3587 (INSTRUMENT NO. 2014046705) ON THE EAST, THENCE WITH SAID DIVISION LINE AND FURTHER CONTINUING WITH THE DIVISION LINE BETWEEN SAID LOT 6 ON THE EAST WITH A&T LOT 814, SQUARE 3587 (INSTRUMENT NO. 2015099096), THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES;

- 1. NORTH 61° 26' 00" WEST, 172.09 FEET, THENCE**
- 2. CONTINUING, NORTH 28° 34' 00" EAST, 572.88 FEET, THENCE;**
- 3. CONTINUING, NORTH 23° 58' 42" WEST, 84.24 FEET, THENCE;**
- 4. CONTINUING, NORTH 66° 01' 18" EAST, 293.33 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;**
- 5. CONTINUING, 178.47 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 458.62 FEET, A CENTRAL ANGLE OF 22° 17' 47", AND A CHORD BEARING AND DISTANCE OF NORTH 54° 52' 24" EAST, 177.35 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, THENCE;**
- 6. CONTINUING, 94.53 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 116.12 FEET, A CENTRAL ANGLE OF 46° 38' 34", AND A CHORD BEARING AND DISTANCE OF NORTH 20° 24' 14" EAST, 91.94 FEET, THENCE;**
- 7. CONTINUING, NORTH 66° 01' 18" EAST, 92.00 FEET, THENCE;**
- 8. CONTINUING, SOUTH 23° 58' 42" EAST, 19.92 FEET, THENCE;**
- 9. CONTINUING, SOUTH 28° 34' 00" WEST, 204.07 FEET, THENCE;**
- 10. CONTINUING, NORTH 61° 26' 00" WEST, 20.00 FEET, THENCE;**
- 11. CONTINUING, SOUTH 28° 34' 00" WEST, 953.85 FEET, THENCE;**
- 12. CONTINUING, NORTH 61° 26' 00" WEST, 56.73 FEET, THENCE;**

13. CONTINUING, SOUTH 28° 34' 00" WEST, 10.00 FEET, CONTAINING 212,911 SQUARE FEET.

LESS AND EXCEPT;

A&T LOTS 833, 834, & 835
SQUARE 3587
DISTRICT OF COLUMBIA

ALL THAT CERTAIN LOT OR PARCEL OF REAL PROPERTY, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PART OF LOT 6 IN SQUARE 3587 IN A SUBDIVISION MADE BY THE DISTRICT OF COLUMBIA AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR FOR THE DISTRICT OF COLUMBIA IN LIBER 176 AT FOLIO 163 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

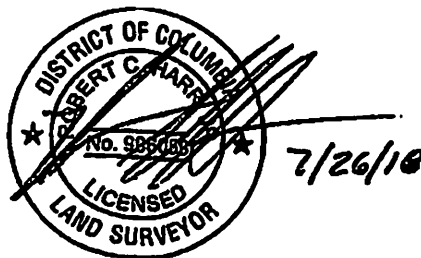
COMMENCING AT THE NORTHWEST CORNER OF LOT 8, SQUARE 3587 (LIBER 203 FOLIO 99), THENCE WITH A LINE THROUGH LOT 6, SQUARE 3587 (LIBER 176 FOLIO 136);

A. NORTH 34° 06' 25" EAST, 90.42 FEET TO THE POINT OF BEGINNING MARKING THE SOUTHEASTERLY CORNER OF A&T LOT 833, SQUARE 3587, THENCE DEPARTING SAID SOUTHEASTERLY CORNER AND WITH A LINE THROUGH SAID LOT 6, THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. NORTH 61° 26' 00" WEST, 112.00 FEET, THENCE;
2. NORTH 28° 34' 00" EAST, 601.83 FEET, THENCE;
3. SOUTH 61° 26' 00" EAST, 112.00 FEET, THENCE;
4. SOUTH 28° 34' 00" WEST, 601.83 FEET TO THE POINT OF BEGINNING, CONTAINING 67,405 SQUARE FEET.

FOR A TOTAL AREA OF 145,506 SQUARE FEET

NOTE: SAID PROPERTY BEING NOW KNOWN FOR PURPOSES OF ASSESSMENT AND TAXATION AS LOT NUMBERED EIGHT HUNDRED NINETEEN (819) IN SQUARE NUMBERED THIRTY-FIVE HUNDRED EIGHTY-SEVEN (3587).



**METES AND BOUNDS DESCRIPTION
(A&T LOT 819 – EXHIBIT 'B' – EASEMENT DESCRIPTION)**

**PART OF LOT 6
SQUARE 3587
LIBER 176 FOLIO 163
DISTRICT OF COLUMBIA**

ALL THAT CERTAIN LOT OR PARCEL OF REAL PROPERTY, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PART OF LOT 6 IN SQUARE 3587 IN A SUBDIVISION MADE BY THE DISTRICT OF COLUMBIA AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR FOR THE DISTRICT OF COLUMBIA IN LIBER 176 AT FOLIO 163 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8, SQUARE 3587 (INSTRUMENT NO. 2016046705), SAID CORNER BEING THE DIVISION LINE BETWEEN SAID LOT 8 ON THE SOUTH AND LOT 6, SQUARE 3587 (LIBER 176 FOLIO 163) ON THE NORTH, THENCE DEPARTING SAID CORNER AND WITH A LINE THROUGH SAID LOT 6;

A. SOUTH 76° 51' 15" EAST, 58.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT, THENCE CONTINUING WITH SAID THROUGH LINE, THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES

- 1. NORTH 61° 26' 00" WEST, 228.82 FEET, THENCE;**
- 2. CONTINUING, NORTH 28° 34' 00" EAST, 16.52 FEET, THENCE;**
- 3. CONTINUING, SOUTH 61° 30' 23" EAST, 24.30 FEET, THENCE;**
- 4. CONTINUING, NORTH 28° 34' 07" EAST, 32.00 FEET, THENCE;**
- 5. CONTINUING, NORTH 61° 25' 50" WEST, 9.17 FEET, THENCE;**
- 6. CONTINUING, NORTH 28° 21' 39" EAST, 43.28 FEET, THENCE;**
- 7. CONTINUING, NORTH 28° 38' 08" EAST, 54.76 FEET, THENCE;**
- 8. CONTINUING, NORTH 28° 34' 10" EAST, 86.41 FEET, THENCE;**
- 9. CONTINUING, NORTH 28° 46' 50" EAST, 21.98 FEET, THENCE;**
- 10. CONTINUING, NORTH 28° 34' 10" EAST, 83.25 FEET, THENCE;**
- 11. CONTINUING, NORTH 28° 48' 00" EAST, 22.85 FEET, THENCE;**
- 12. CONTINUING, NORTH 28° 34' 10" EAST, 72.21 FEET, THENCE;**
- 13. CONTINUING, NORTH 61° 29' 05" WEST, 8.51 FEET, THENCE;**
- 14. CONTINUING, NORTH 28° 34' 05" EAST, 10.00 FEET, THENCE;**

Market Terminal Infrastructure – 300 Morse Street, NE

Exhibit D (Associated with A&T Lot 819)

- 1. 530 linear feet of 8" DIP (Class 56) water main in the private alley on east portion of site**
- 2. 211 linear feet of 8" DIP (Class 56) water main running east to west in Morse Street, NE**
- 3. 509 linear feet of 8" DIP (Class 56) water main running south to north in Morse Street, NE**
- 4. 36 linear feet of 8" DIP (Class 56) water main running west to east within Neal Place, NE at the northwest portion of the site**
- 5. 48 linear feet of 8" DIP (Class 56) water main running west to east within Neal Place, NE along the eastern portion of the site**
- 6. 184 linear feet of 36" RCP combined sewer running west to east in Morse Street, NE, including four (4) manholes**
- 7. 68 linear feet of 30" RCP combined sewer running north to south in Morse Street, NE, including three (3) manholes**
- 8. 435 linear feet of 36" RCP combined sewer running north to south in Morse Street, NE, including six (6) manholes**
- 9. 43 linear feet of 6" DIP (Class 56) water lateral and three (3) fire hydrants**