



Government of the District of Columbia
**Advisory Neighborhood
Commission 6C**

January 7, 2019

Anthony J. Hood
Chair
Zoning Commission
of the District of Columbia
441 4th Street, NW
Suite 210-S
Washington, DC 20001

Re: ZC 18-07 (Square 750 Map Amendment)

Dear Chairman Hood:

We write to provide our additional views¹ on ZC 18-07 in view of the Zoning Commission's request at the November 8 hearing. As discussed below, ANC 6C recommends that the property under consideration be re-mapped to MU-3B.

Square 750 and the Comprehensive Plan

In our previous letter, we noted the Comprehensive Plan's Generalized Policy Map explicitly designates this site as a Neighborhood Conservation Area. The relevant language emphasizes repeatedly that new development in such areas should respect the existing built environment, complementing it instead of overwhelming it:

- “Maintenance of existing land uses and community character is anticipated over the next 20 years. **Where change occurs, it will be modest in scale ...**”
- “Major changes in density over current (2005) conditions are not expected ...”
- “Limited development and redevelopment opportunities do exist within these areas **but they are small in scale ...**”
- “[N]ew development and alterations should be compatible with the existing scale and architectural character of each area.”

10-A DCMR §§ 223.4-.5 (emphasis added).

¹ On December 10, 2018, at a duly noticed and regularly scheduled monthly meeting, with a quorum of four out of six commissioners and the public present, this matter came before ANC 6C. The commissioners voted 3-0 (with one abstention) to adopt the positions set out in this letter.

The NoMA Small Area Plan repeatedly underscores this focus on respecting the scale of the existing neighborhood and the need for modest, locally oriented retail:

- “VISION: A residential neighborhood with **neighborhood-oriented retail**.”
- “Residential projects should include **small-scale retail** to support residents.”
- “DESIRED LAND USE MIX: Residential/**neighborhood-serving retail** mix.”
- “**Limited neighborhood-serving retail** recommended: **smaller-scale uses** such as restaurants, coffee shops, dry cleaners, etc.”

MU-3B Zoning Best Satisfies the Comprehensive Plan’s Criteria

The MU-3 zones are meant to “[p]rovide convenient retail and personal service establishments for the day-to-day needs of a local neighborhood, as well as residential and limited community facilities with a minimum impact upon surrounding residential development.” 11-G DCMR § 400.2(b).

In particular, the MU-3B zone allows for moderate density—50’ and four stories of height; 2.0 FAR (2.4 with inclusionary zoning), including up to 1.5 non-residential FAR; and lot occupancy of 60% (70% with IZ)—while restricting matter-of-right uses to the short list set out at 11-U DCMR § 510.1.

By contrast, the zones proposed by the applicant, MU-4 and MU-5A, are inconsistent with the Comprehensive Plan’s guidance on Square 750. In particular, MU-5A’s development standards allow for heights of 65’ (70’ with IZ) and 3.5 FAR (4.2 with IZ). This cannot be reconciled with the Neighborhood Conservation Area standards for development that is “small” or “modest” in scale, and is incompatible with the scale of the existing two-story row houses on Square 750.

MU-4 is likewise inconsistent with the Comprehensive Plan, although the incompatibilities are less stark than with MU-5A. MU-4 permits an FAR of up to 2.5 (3.0 with IZ), arguably beyond the scale contemplated for Neighborhood Conservation Areas. More important, however, is the fact that MU-4, like MU-5A, falls into MU Use Group E. *See* 11-U DCMR § 500.2. Unlike Use Group D, which covers MU-3B, Use Group E provides for a much longer list of by-right uses, including bowling alleys, firearms retail sales, automobile sales, and animal boarding.² *See* 11-U DCMR § 512.1. We respectfully submit that these additional uses are wholly incompatible with Square 750 in its present (and longstanding) form as a residential neighborhood.

ANC 6C recognizes that the choice of MU-3B might itself be criticized as inconsistent with the Comprehensive Plan. For example, MU-3B is nominally a “low-density” zone (11-G DCMR § 400.2(a)). We respectfully suggest that any such criticism misses the mark, given that the MU-3B development standards are only slightly more restrictive than those for “moderate-density” MU-4.

More to the point, given the complexity—and in places, internal inconsistency—of the Comprehensive Plan, it is possible to cherry-pick specific conflicts between the Plan and *any*

² More generally, MU-4 is intended to allow “office employment centers, shopping centers, and moderate bulk mixed-use centers.” 11-G DCMR § 400.2(c).

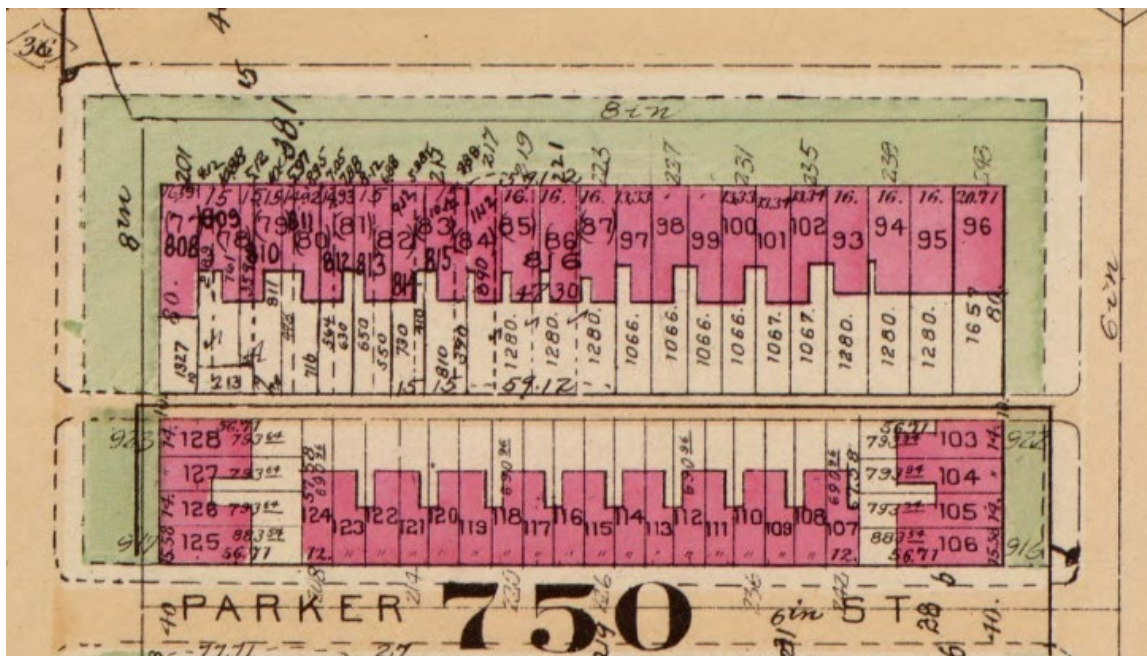
zone, not just MU-3B. Most obviously, the Plan declares flatly that “Neighborhood Conservation Areas that are designated ‘PDR’ on the Future Land Use Map are expected to be retained” Taken literally, this would preclude rezoning the subject lots to *anything* other than their current PDR designation.

Finally, the Commission may well wonder how it can justify rezoning these PDR lots to MU-3B when the remainder of Square 750 north of Parker Street is currently zoned MU-5A. To be blunt, ANC 6C believes that MU-5A is not, and never was, an appropriate zone for this area, and that it is patently irreconcilable with the square’s designation as a Neighborhood Conservation Area emphasizing “small scale” and “existing scale.” As the process of amending the Plan moves forward in 2019, we fully expect to discuss with the Office of Planning options for resolving this stark internal contradiction and ensuring protection for the scale and architectural character of this thriving and tight-knit residential community.

Alley Access to the Site

In reviewing the case record, including the hearing transcript, ANC 6C believes that the participants have not fully informed the Zoning Commission about an important land ownership matter bearing directly on the future development of the subject lots.

This issue has to do with the alley. When Square 750 was first developed, the alley ran the full width of the square from 2nd Street to Third:



1921 Baist Atlas (vol. 2, plate 12)

In 1995, the Council adopted legislation closing the westernmost portion of the alley, at the rear of lots 808-810. See DC Law 10-245 (Mar. 21, 1995). In doing so, however, the Council expressly required the property owners to record a covenant granting DC DPW (and other

agencies) an easement for truck traffic across the former 10' right-of-way. That covenant, attached to this letter,³ bars the erection of any structure between grade and 14' in height.

Although the 2nd Street curb cut has been removed, the western entrance of the alley—clearly marked by two walls retaining the berm in public space—remains intact today:



ANC 6C brings this to the Commission's attention because it bears directly on three points in the record. First, local residents have expressed serious concerns—both to us and to the Zoning Commission at the hearing—about the difficulties associated with the current long, narrow dead-end alley. Second, DDOT's report (Case Exhibit 44) notes that “DDOT may require the alley be [*sic*] extended westward through the site to 2nd Street ... to accommodate efficient circulation and trash pick-up.” *Id.* at 2. In our view, the existence of this easement would make it easier to re-open the alley fully to all public users, and to alleviate the existing problems and future concerns flagged by neighbors and DDOT.

Finally, in discussing the notional project renderings created by the applicant, the Commission asked about the aerial walkway running north-south across the former alley. *See* Nov. 8, 2018 Transcript at 24-26 (colloquy between Comm. May and Mr. Gharai). Although the applicant discussed this plan in technical zoning terms, it conspicuously failed to inform the Zoning Commission of the easement that compels this unusual configuration.

* * *

In sum, we recommend that the subject lots be remapped to MU-3B, not MU-4/MU-5A, and draw the Commission's attention to the previously undisclosed alley easement.

Thank you for giving great weight to the views of ANC 6C.

Sincerely,



Karen Wirt
Chair, ANC 6C

³ Owing to a series of administrative errors, the covenant has been re-recorded numerous times over the intervening years, so the attached version is not the most current. As far as we are aware, however, the substance of the covenant has remained unchanged throughout.

RE-RECORDING CERTIFICATION

I. Party Requesting Re-recording

Name: Philip A. Goiran
[Print/Type]

Firm: Law Offices of Arthur F. Konopka
Address: 4530 Wisconsin Avenue, N.W., #200, Washington, D.C. 20016
Telephone: (202) 685-0600

II. Property Description & Type of Document:

Square(s) 750 Lot(s) 128, 808, 809, 810
Type of Document Declaration of Covenants
Instrument # 9700021136 Recording Date 3/20/97

III. Parties to Document:

Grantor(s) _____
Grantee(s) _____
Other Steven C. Tourkin, Heather Benn Tourkin and the District of Columbia

IV. Reason(s) for Re-Recording (state with specificity and include the page(s) and lines(s) where change occur)

Exhibit B of recorded document missing page two of two (numbered page 12); page numbered 12 has been attached to recorded document for re-recording; and duplicate page marked "Exhibit C, Legal Description of Alley Easement Area" has been removed.

RECORDED
MAY 21 10 41 PM '97
RECEIVED

97 MAY 21 PM 2:12

9700035739

V. A copy of the document before the change was made is required.

VI. Certification

I, Philip A. Goiran, hereby certify that the statement and representation made herein are correct and true and that no changes, modifications, or insertions have been made to the document referenced herein other than indicated above. Furthermore, I hereby acknowledge that any false statement or misrepresentation that I make on this form is punishable by criminal penalties under the laws of the District of Columbia.

5/13/97
[Date]

Philip A. Goiran
[Signature]

Given under my hand and seal this the 13th day of May, 19 97.

William J. Gessner
Notary Public
WILLIAM J GESSNER
Notary Public, District of Columbia
My Commission Expires November 14, 2001

701092001344

DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS (the "Covenant") is made this 12th day of March, 1997, by, between and among the following parties:

Steven C. Tourkin, hereinafter referred to as "Tourkin"; and

Heather Benn Tourkin, wife of Steven C. Tourkin, who joins in this covenant to convey any interest she may have in the subject property, including but not limited to the dower right.

Steven C. Tourkin and Heather Benn Tourkin, shall hereinafter be referred to as "Declarants".

DISTRICT OF COLUMBIA, a municipal corporation, hereinafter sometimes referred to as the "District".

W I T N E S S E T H:

WHEREAS, an application was filed with the Surveyor of the District of Columbia to close a portion of the public alley system and dedicate a new alley in Square 750 between 2nd Street, NE, on the West and 3rd Street, NE, on the East, (S.O. 94-123); and

WHEREAS, the City Council enacted legislation finding the alley no longer necessary for alley purposes and authorizing the portion to be closed upon the filing in the Recorder of Deeds Division of the District of Columbia Department of Finance and Revenue of a covenant between the District of Columbia and the Declarants that complies with conditions required by the District of Columbia Department of Public Works and the Fire and Emergency Medical Services Department; and

WHEREAS, Tourkin is the record owner of certain real property situated within the District of Columbia in Square 750, being all of the property which abuts the alley to be closed as shown in the Surveyor's plat in S.O.94-123 a copy of which is attached hereto as Exhibit A and includes the property on which an easement will be granted for alley and sewer purposes: and

WHEREAS, the said real property all located in Square 750 is further known as:

- Lot 128, having the address 923 2nd Street, NE;
- Lot 808, having the address 929 2nd Street, NE;
- Lot 809, having the address 203 K Street, NE;
- Lot 810, having the address 205 K Street, NE;

the full legal description of which properties are attached hereto and made a part hereof as Exhibit B; and

[Handwritten signature]

[Handwritten signature] 5/21/97

9700021136
039113001344

WHEREAS, certain of the properties that are owned in fee simple by Tourkin, are encumbered by Deeds of Trust, all the Trustees or Substitute Trustees of which consent to these presents, as follows:

As to Lot 128, L. Brian Mullen and Larry F. Pratt, Trustees under that Deed of Trust dated March 14, 1989, recorded March 15, 1989 as Instrument No. 14591, securing First Southern Mortgage Corporation, and S. M. Prestegard and A.A. Bowler, Trustees under that Deed of Trust dated August 24, 1989, recorded August 28, 1989 as Instrument No. 49554; and

As to Lot 808, Stanley W. Burdette and Edward A. Kouneski, Trustees, under that Deed of Trust dated July 17, 1995, recorded July 19, 1995 as Instrument No. 42272, securing First Fidelity Bank, N.A.

As to Lot 809, Stanley W. Burdette and Edward A. Kouneski, Trustees, under that Deed of Trust dated July 17, 1995, recorded July 19, 1995 as Instrument No. 42274, securing First Fidelity Bank, N.A.

As to Lot 810, Henry A. Hart and Carol C. Honigberg, Trustees, under that Deed of Trust dated June 9, 1995, recorded June 13, 1995, as Instrument No. 35416, securing First Nationwide Mortgage Corporation.

WHEREAS, upon the closing of the above-described alleys, title to the closed portions of the alleys will vest in Tourkin.

WHEREAS, the Owner desires to meet the conditions set forth by the District of Columbia Fire and Emergency Medical Services Department, Department of Public Works and the Water and Sewer Authority, ("WASA") as required by the Council of the District of Columbia; and hereinafter set forth, does hereby declare that the subject site shall be held, transferred, sold and conveyed subject to the restrictions hereinafter set forth.

NOW, THEREFORE, in consideration of the closing of the public alley system described above and for the promises contained in this covenant, the parties hereby covenant as follows:

1. The aforementioned recitals are incorporated herein and made a part of this covenant.
2. The Declarants for themselves, their successors and assigns hereby establish a non-exclusive alley easement ("Alley Easement Area") in, on, over and under of approximately 484.8 square feet of land in Square 750, as shown with more particularity on the Surveyor's Plat in S. O. 94-123, for the benefit of the District of Columbia subject to a 14 foot height limitation above the easement area to accommodate truck

traffic. A legal description of the Alley Easement Area is attached as EXHIBIT C.

3. The Alley Easement Area constitutes a non-exclusive easement and as such, the Declarants shall have the right to construct an underground structure beneath the Alley Easement Area, provided however that the Declarant's construction of the underground structure beneath the Alley Easement Area shall not interfere with the District's full use and enjoyment of the Alley Easement Area. Any underground structure that Declarant may construct in the Alley Easement Area shall conform to the statutory or regulatory requirements of the District. the Alley Easement Area shall extend to a height of (14.00) feet above the finished grade of the pavement. Declarant shall have the right to locate a portion of the building, or other structures, in the airspace of the Alley Easement Area beginning fourteen (14.00) feet above the finished grade of the pavement. Prior to performing any work or altering the Alley Easement Area in any way, Declarants shall obtain the prior written approval of the District of Columbia Department of Public Works.
4. Declarants reserve the right, in conformity with applicable District of Columbia permits, to encroach temporarily on the Alley Easement Area, provided that any cutting or breaking of the surface paving shall be subject to the prior written approval of the E. C. Department of Public Works.
5. Declarants shall construct the Alley Easement Area in accordance with all applicable District of Columbia laws and codes and maintain said Easement Area in good repair and condition.
6. Declarants shall indemnify and save harmless the District of Columbia and all its officers, agents, servants and contractors against any and all claims of liability arising from, based on, or as a result of any act, omission or default of the District, its officers, its agents, servants and contractors in constructing, restoring, repairing or maintaining the Alley Easement Area and alley located therein in good repair and condition.
7. Declarants shall deposit with the Department of Public Works, prior to recordation of the alley closing plat, \$3,500.00 for the cost of converting one alley light and removing another alley light associated with the closing of the present alley.

8. Declarants shall make satisfactory arrangements with the utility companies to rearrange, relocate or abandon their existing facilities, if any, in the Alley Easement Area.
9. Declarants agree not to create any low points in the Alley Easement Area that would interfere with proper drainage on the subject site and to pave the Alley Easement Area in such a way as to provide for drainage of all surface run off.
10. The District shall have full access to the Alley Easement Area in the same manner and extent as applies to all public space. The police regulations of the District shall apply in the same manner as though the said land were part of the public right-of-way.
11. In the event that a structure is built upon the part of the alley to be closed shown with more specificity in Exhibit A, Declarants shall:
 - a. Relocate a portion of the existing sewer pursuant to the specifications in letter dated September 9, 1994 from Holland Engineering to the Water and Sewer Utility Administration, attached hereto and made a part hereof as Exhibit D.
 - b. Ensure that the area under any building projection is maintained at an average of one (1.0) foot candle throughout the area at all times;
 - c. The sprinkler system shall be installed in any structure that is to be built upon the closed alley shown with more specificity in Exhibit A in compliance with NFPA 13, Standard for the Installation of Sprinkler Systems, 1989 Edition.
12. The Declarants shall:
 - a. Grant the District, for the use of WASA a temporary sewer easement in, on, over and under the portion of the alley to be closed (hereinafter referred to as the "Sewer Easement"). The purposes of the Sewer easement are (1) to provide for the location, construction, repair, operation and maintenance of the Sewer. A description of the easement is attached as Exhibit E.
 - b. the sewer Easement area shall extend to a height of twenty-five feet above the surface.
 - c. The temporary sewer easement shall expire once

the sewer presently located in the sewer easement area has been relocated to a new location approved by WASA, to the satisfaction of WASA and the Government of the District of Columbia.

- d. Declarants shall be responsible for maintaining the Sewer Easement Area in good repair at all times and shall pay all expenses incurred in designing, constructing, repairing or maintaining the Sewer Easement.
13. The District of Columbia and WASA, its Officers, agents, or employees, shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities on or in the Easement Areas deemed by the District of Columbia and/or WASA in their sole discretion, to interfere with the proper and efficient use of the Easement area for the easement activities. The District of Columbia and WASA, their Officers, agents or employees, shall not be obligated to pay damages or costs in connection with any of the District of Columbia's and WASA's easement activities.
14. Declarants shall indemnify and save harmless the District of Columbia, WASA and all of their officers, agents and employees against any and all claims or liability arising from, based on, or as a result of any act, omission or default of the District or WASA, their employees, agents or contractors in the performance of, or in connection with the design, construction, repair, maintenance, condition or use of the Easements.
15. The written consent of the District and/or WASA shall be required prior to the extinguishment or modification of any portion of this Declaration of Covenants in a document recordable in the Land Records of the District of Columbia, and recorded at no expense to the District.
16. The covenants contained herein are and shall be covenants running with the land, binding the respective successors and assigns of all of the parties to this covenant.
17. Declarants shall, at their sole cost and expense, record or cause to be recorded this Covenant in the Office of the Recorder of Deeds of the District of Columbia. After recordation of this Declaration of Covenants, the Declarants shall secure a Certificate of Title for the exclusive use of the District.
18. The Declarants certify after diligent search that: (i) they are the owners in fee simple of the property that is

the subject matter of this covenant and are in peaceful occupation thereof; (2) there are no pending suits or actions that affect title to the property; (3) parties to any and all deeds of trust affecting this property are parties to this covenant; and that (4) there are no other interests or claims affecting title to this property.

19. This Declaration of Covenants shall not be fully effective until Tourkin (1) furnishes to the Corporation Counsel a copy of this Declaration which is a true copy of the recorded instrument and a Certificate of Title that complies with the requirements set forth in Paragraph 10; (2) has all the trustees or their duly substituted successors of record, sign this Covenant and (3) obtains Approval of the Corporation Counsel.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the Mayor of the District of Columbia, having first considered and approved the foregoing Declaration of Covenants, has directed the execution thereof in the name of the District of Columbia, by the Secretary, D.C. who has hereunto set her hand and affixed the seal of the District of Columbia hereto under authority of the Act of Congress entitled "An Act to Relieve the Commissioner of the District of Columbia of Certain Ministerial Duties," approved February 11, 1932.

Witnessed By: DISTRICT OF COLUMBIA, a municipal corporation

[Handwritten signature]

By: *[Handwritten signature]*

Name: Kathleen E. Arnold
Title: Secretary of D.C.

(Corporate Seal)

District of Columbia, ss:

I, *[Handwritten signature]*, a Notary Public in and for the District of Columbia, do hereby certify that *[Handwritten signature]* who is personally well known to me as the person named Secretary of the District of Columbia in the foregoing covenant bearing date on the 12th day of March, 1997, and hereunto annexed, personally appeared before me in said District and, as Secretary aforesaid, and by virtue of the authority in her vested, acknowledged the same to the Act and Deed of the Mayor of the District of Columbia.

GIVEN under my hand and seal this 12th day of March, 1997.

Notary Public.
My commission expires: 1/1/01

[Notary Seal]

IN WITNESS WHEREOF, Steven C. Tourkin has on this 12th day of March, 1997, executed this agreement as his act and deed. All done this 12th day of March, 1997.

Steven C. Tourkin
 Steven C. Tourkin

DISTRICT OF COLUMBIA, ss:

I, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that Steven C. Tourkin, named in the foregoing covenant bearing date on the 12th day of March, 1997 and hereunto annexed, personally appeared before me in said, District, and acknowledged the same to his Act and Deed.

Given under my hand and seal this 12th day of March, 1997.

Arthur F. Konopka
 Notary Public
 My Commission Expires: 9-14-2000
 ARTHUR F. KONOPKA
 Notary Public, District of Columbia
 My Commission Expires September 14, 2000

[Notary Seal]

IN WITNESS WHEREOF, Heather Benn Tourkin has on this 12th day of March, 1997, executed this agreement as her act and deed. All done this 12th day of March, 1997.

Heather Benn Tourkin
 Heather Benn Tourkin

DISTRICT OF COLUMBIA, ss:

I, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that Heather Benn Tourkin, named in the foregoing covenant bearing date on the 12th day of March, 1997 and hereunto annexed, personally appeared before me in said, District, and acknowledged the same to her Act and Deed.

Given under my hand and seal this 12th day of March, 1997.

Arthur F. Konopka
 Notary Public
 My Commission Expires: 9-14-2000

[Notary Seal]

ARTHUR F. KONOPKA
 Notary Public, District of Columbia
 My Commission Expires September 14, 2000

EXHIBIT A

Surveyor's Plat in S. O. 94-123

01092001744

present to D.C. Law effective _____, 19____
shown (No: ~~2222~~) is closed, and the reverts as shown upon
location of this plot. The statement established as shown (No: ~~2222~~) is subject to the provisions of the
amend recorded with the Recorder of Deeds on instrument No. _____, recorded
19____.

OFFICE OF THE SURVEYOR, D.C.

19____

I certify that this plot is correct and is recorded.

Surveyor, D.C.

SURVEYOR'S OFFICE, D.C.

DATE

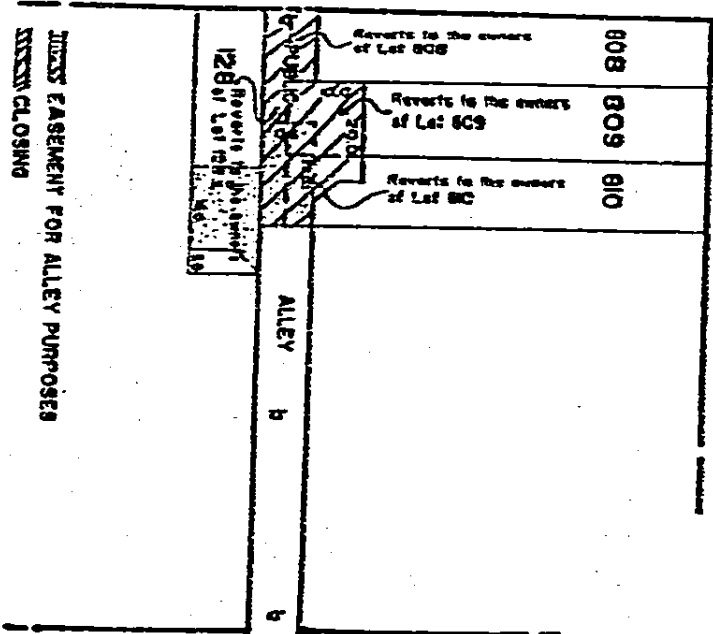
W. M. WARD, E.O. 8839

PUBLIC ALLEY CLOSED EASEMENT ESTABLISHED

SQUARE 750

K STREET, N.E.

STREET, N.E.



STREET, N.E.

2

3

01092001344

EXHIBIT B

Legal Descriptions of Square 750, Lots 128, 808, 809 & 810

EXHIBIT B

LEGAL DESCRIPTIONS

Lot 128, having the address 923 2nd Street, NE;

Lot numbered One Hundred Twenty-eight (128) in Square numbered Seven Hundred Fifty (750) in a subdivision made by B. H. Warner, as per plat recorded in Book 19 at page 74 among the Records of the Office of the Surveyor for the District of Columbia.

Lot 808, having the address 929 2nd Street, NE;

The west 16.59 feet on "K" Street by full depth of 80 feet to an alley of Lot numbered Seventy-seven (77) in Square numbered Seven Hundred Fifty (750) in a subdivision made by Robert H. Ward, Trustee, as per plat recorded in Book 11 at page 167 among the Records of the Office of the Surveyor for the District of Columbia.

Said property being now known for assessment and taxation purposes as Lot numbered 808 in Square 750.

Lot 809, having the address 203 K Street, NE;

Part of Lots numbered Seventy-seven (77) and Seventy-eight (78) in Square numbered Seven Hundred Fifty (750), as per plat recorded in Book 11 at page 167 among the Records of the Office of the Surveyor for the District of Columbia.

BEGINNING for the same 16.59 feet East of the intersection of North K Street, and Second Street East, and running thence East on said K Street, 15.0 feet; thence South, 70.0 feet; thence West, 15.0 feet; thence North 70.0 feet to the point of beginning.

NOTE: At the date hereof the above described land is designated on the Records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 809 in Square 750.

Lot 810, having the address 205 K Street, NE;

Part of Lots numbered Seventy-eight (78) and Seventy-nine (79) in Robert H. Ward, Trustee's subdivision of Square numbered Seven Hundred Fifty (750), as per plat recorded in Book 11 to page 167 in the Office of the Surveyor for the District of Columbia, described as follows:

BEGINNING on the South line of K Street, 6.12 feet West from the Northeast corner of Lot 79; thence South, 80.0 feet to a public alley; thence West along said alley, 4.82 feet (measured 5.03 feet) to the part of said Lot 79 condemned in said District Court Cause No. 683 for alley; thence with that part condemned in said District

Court Cause Northwesterly, 7.07 feet to the dividing line between said Lots 78 and 79; thence with the said dividing line and still following line of widening of alley, 5.0 feet; thence West, 5.12 feet; thence North 70.0 feet to the line of K Street; thence East with said line of K Street, 15.0 feet (measured 15.15 feet) to the point of beginning. The measured courses shown herein being in accordance with a survey made by Capitol Surveys, dated October 9, 1979.

NOTE: At the date hereof the above described land is designated on the Records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 810 in Square 750.



01092001344

EXHIBIT C

Legal Description of Alley Easement Area

GOVERNMENT OF THE DISTRICT OF COLUMBIA
 DEPARTMENT OF PUBLIC WORKS
 DESIGN, ENGINEERING AND CONSTRUCTION ADMINISTRATION
 OFFICE OF THE SURVEYOR

Metes and Bounds Description

For parts of public alley closed and Lot 128, Square 750, herein described as follows:

Commencing at the northwest corner of Lot 128, Square 750 distant due west, 24.71 feet from the point of beginning and proceeding thence the nine (9) following courses and distances:

1. due north, 10.00 feet;
2. due east, 22.03 feet;
3. due south, 10.00 feet;
4. due east, 9.97 feet;
5. S 45 degrees W, 7.07 feet;
6. due south, 9.00 feet;
7. due west, 18.00 feet;
8. due north, 14.00 feet;
9. due west, 9.0 feet to the place of beginning, containing 484.80 square feet.

Date: March 5, 1997

Fayer Receipt No. 7275

Prepared by: Fouad Sleem

Survey Book _____ Page _____

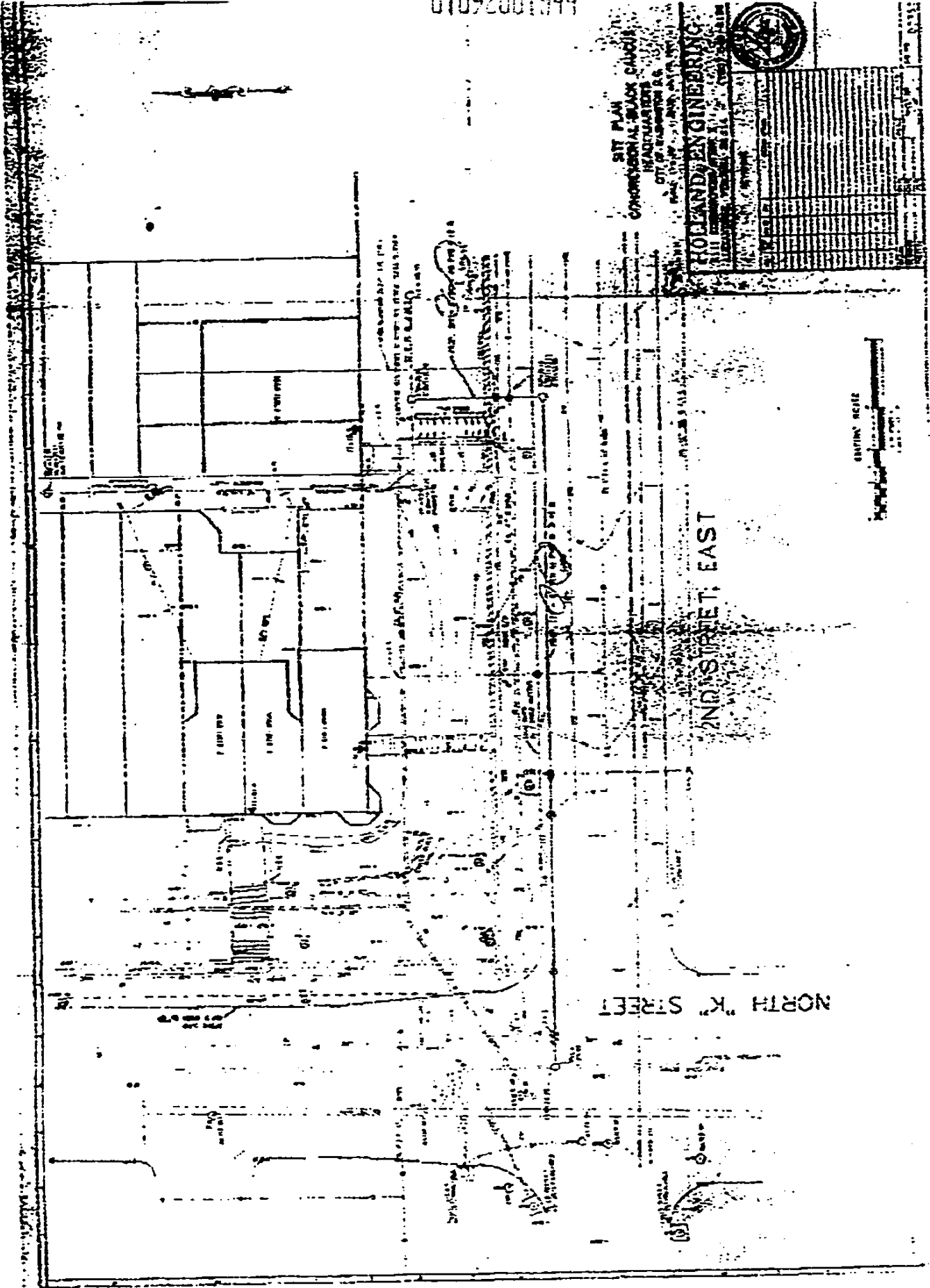
Reviewed By: [Signature]

Sheet _____ of _____

01092001544

EXHIBIT D

Drawings by Holland Engineering



SIT PLAN
 CONGRESSIONAL BLACK CHURCH
 HEADQUARTERS
 CITY OF WASHINGTON, D.C.

HOLLAND ENGINEERING
 1111 ...
 ...



ENGINE'S NOTE

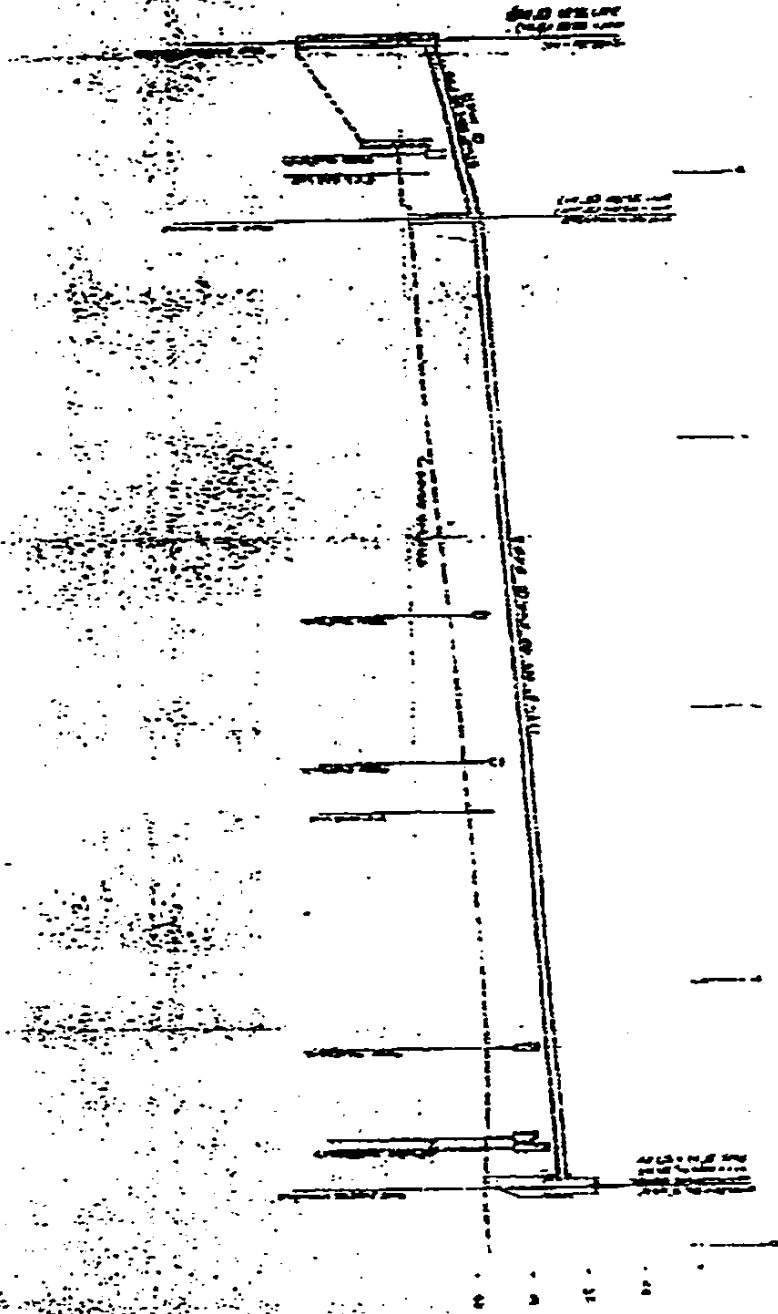
NORTH "K" STREET

2ND STREET, EAST

01032001344



010321
1000000



01092001344

EXHIBIT E

Legal Description of Sewer Easement Area

GOVERNMENT OF THE DISTRICT OF COLUMBIA
 DEPARTMENT OF PUBLIC WORKS
 DESIGN, ENGINEERING AND CONSTRUCTION ADMINISTRATION
 OFFICE OF THE SURVEYOR

Metes and Bounds Description

For part of public alley closed herein described as follows:

Beginning at the northwest corner of Lot 128, Square 750 and proceeding thence the four (4) following courses and distances:

1. due north, 10.00 feet;
2. due east, 46.74 feet;
3. due south, 10.00 feet;
4. due west, 46.74 feet to the place of beginning, containing 467.40 square feet.

Date: March 5, 1997

Payer Receipt No. 7275

Prepared by: Fouad Sleem

Survey Book _____ Page _____

Reviewed by: Lewis E. Jantz III

Sheet _____ of _____

