

MEMORANDUM OF AGREEMENT
AMONG
THE U.S. GENERAL SERVICES ADMINISTRATION,
THE NATIONAL CAPITAL PLANNING COMMISSION,
THE DISTRICT OF COLUMBIA STATE HISTORIC
PRESERVATION OFFICER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND JEFFERSON AT PENN QUARTER, L.P.
REGARDING THE DEVELOPMENT OF PARCEL 457-C

WHEREAS, the United States General Services Administration ("GSA"), as successor in interest to the Pennsylvania Avenue Development Corporation ("PADC") pursuant to Public Law No. 104-134, 110 Stat. 1321-198 - 1321-200, is the fee simple owner of certain real property in the District of Columbia identified in the land records as Square 457, Lots Numbered 34, 40, 808, 810, 811, 812, 813, 814, 822, 823, 824, 825, 826, 827, 829, 830, 849, 850, 851, 864, 865, and 872, and the public alley closed pursuant to D.C. Law 12-189 (March 26, 1999), and known as Parcel 457-C (the "Property");

WHEREAS, upon PADC's dissolution, GSA, the National Capital Planning Commission ("NCPC"), and the Department of the Interior - National Park Service ("NPS"), assumed various responsibilities for ensuring the development of the Property in accordance with *The Pennsylvania Avenue Plan - 1974, as amended* ("The Plan"), and the General Guidelines and Square Guidelines: Square 457;

WHEREAS, GSA, following a public offering of the Property, selected Jefferson at Penn Quarter, L.P., a Delaware limited partnership and an affiliate of JPI Apartment Development L.P., a Delaware limited partnership ("Developer"), to rehabilitate the Property for a combination of residential and commercial uses in accordance with *The Plan* (the "Project");

WHEREAS, GSA intends to transfer ownership of the Property to Developer and, on August 9, 2000, entered into a Sales and Development Agreement (the "Contract") with Developer;

WHEREAS, the Property lies within and includes buildings contributing to the Pennsylvania Avenue National Historic Site, which site is listed in the National Register of Historic Places;

WHEREAS, PADC, the State Historic Preservation Officer for the District of Columbia ("SHPO"), and the Advisory Council on Historic Preservation ("Council"), executed a Memorandum of Agreement in 1978 (the "1978 MOA") pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470f ("NHPA"), providing for mitigation, where possible, of the adverse effects of *The Plan* on the historic site;

WHEREAS, GSA, in consultation with NCPC, NPS, SHPO, and the Council, has agreed to preserve additional historic features of the Property, thus providing further mitigation;

WHEREAS, GSA has agreed to treat retained historic features in accordance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (the "Secretary's Standards");

WHEREAS, in consultation with SHPO, archeological testing and data recovery were conducted on various lots within the Property on behalf of PADC;

WHEREAS, the Property includes the three-story plus basement mid-19th century building located at 437-441 7th Street, N.W., and in 1997, GSA discovered that the third floor of this building was the location of Clara Barton's office and apartment during the Civil War (the "Clara Barton-Building");

WHEREAS, Developer shall enter into a Deed of Preservation Easement ("Preservation Easement") with GSA for the Property, said Preservation Easement to be recorded in the Land Records of the District of Columbia upon the transfer of the Property to Developer for the purpose of preserving and reconstructing the Property;

WHEREAS, Developer shall enter into a Declaration of Easements and Covenants for the Clara Barton Building ("Clara Barton Declaration") to be recorded in the Land Records of the District of Columbia upon the transfer of

the Property to Developer to ensure that the Clara Barton Building is rehabilitated in accordance with the Secretary's Standards, and to grant to GSA an exclusive easement in certain portions of the Clara Barton Building to ensure the maintenance of the important Clara Barton-related elements of the Clara Barton Building in perpetuity;

WHEREAS, NCPC retains authority to review development plans for the Property to ensure compliance with *The Plan*, and the District of Columbia will review the plans in accordance with the Historic Landmark and Historic District Protection Act of 1978, D.C. Code §§ 5-1001 - 1015 (1981 Ed.) (Historic Protection Act);

WHEREAS, in accordance with the terms of an Alley Closing Agreement, dated May 13, 1998, by and between the Grand Lodge of the Independent Order of Odd Fellows of the District of Columbia, Trustee ("IOOF"), and the United States of America, acting by and through the Administrator of General Services and authorized representatives, GSA restored the street level storefront façade of IOOF's property known as the Mayer Building, located at 419 7th Street, N.W., Washington, D.C., in Square 457, and prepared plans, obtained permits for, and installed an automatic sprinkler system and fire alarm system throughout the Mayer Building, which undertaking was subject to a previous consultation between SHPO and GSA;

WHEREAS, this agreement supersedes the provisions of the expired 1978 MOA;

NOW, THEREFORE, GSA, SHPO, NCPC, Developer, and the Council agree that the development of the Property shall be implemented in accordance with the following stipulations to take into account the effect of the development on historic resources.

STIPULATIONS

I. PROJECT DESIGN

The Property shall be developed in accordance with the approved Final Design Documentation Materials (as defined in the Contract) and the historic components of the Project shall be treated in accordance with the Preservation

Easement and the Clara Barton Declaration, attached hereto as Exhibit 1 and Exhibit 2, respectively, and incorporated herein by reference. To facilitate NCPC and SHPO review of the Project and to minimize revisions to the documents or materials, Developer shall schedule design progress meetings with NCPC and SHPO as necessary. The SHPO and Developer shall coordinate their reviews with the permit review process set forth in the Historic Protection Act.

If, after receiving final approval of the Final Design Documentation Materials, Developer desires any material or substantial changes in the Final Design Documentation Materials or desires material or substantial additions thereto or deletions therefrom, which material or substantial changes, additions, and deletions affect the external appearance of the buildings or the Preservation Easement Property (as defined in the Preservation Easement), Developer must furnish GSA, NCPC, and SHPO with a statement of the requested material changes, additions, and/or deletions, submitting with such statement appropriate plans and specifications showing in detail the nature of the material changes, additions, and/or deletions requested.

II. ARCHEOLOGY

By letter dated December 28, 1999, and concurrence dated January 31, 2000, SHPO confirmed that GSA had complied with and satisfied the archeological requirements of Section 106 of the NHPA. SHPO's letter is attached hereto as Exhibit 3 and incorporated herein by reference.

III. MAYER BUILDING

GSA and SHPO have previously consulted and agreed upon various alterations to the Mayer Building, which alterations the parties have determined will have no adverse effect on the Mayer Building. By letter dated June 30, 1999, attached hereto as Exhibit 4 and incorporated herein by reference, GSA notified SHPO of its proposed design and construction plans for the rehabilitation of the Mayer Building street level storefront façade. In addition, SHPO concurred with GSA's proposed installation of the automatic sprinkler system and fire alarm system throughout the Mayer Building. The parties to this agreement acknowledge that Developer shall

not be responsible for any portion of GSA's work relating to the Mayer Building described herein.

IV. CLARA BARTON BUILDING

A. GSA, in consultation with the Council and SHPO, shall determine what level and kind of recordation is required for the Clara Barton Building. Prior to commencement of any construction activity that could have an adverse effect on the Clara Barton Building, GSA shall ensure that all required documentation is completed, and that copies of any such documentation are made available to SHPO and to any appropriate local archives designated by SHPO.

B. GSA shall ensure that all GSA-owned and retained Clara Barton-related artifacts recovered from the Clara Barton Building are inventoried, evaluated, conserved, and placed in archival storage. Copies of the inventory of the Clara Barton-related artifacts recovered to date from the Clara Barton Building and copies of any subsequent documentation shall be made available to SHPO and appropriate local archives designated by SHPO.

C. Within the "Exclusive Federal Easement Area" described and shown on Exhibit B to the Clara Barton Declaration (the "Easement Area"), all reviews of stabilization, rehabilitation, and restoration work in the Easement Area shall be conducted by SHPO and the Council, such review to include the scope of work set forth in Exhibit C to the Clara Barton Declaration and any future Federally-initiated undertaking in the Easement Area. The parties to this agreement expressly acknowledge that NCPC shall have no further design review over the Easement Area.

D. It is understood that Developer may apply for historic preservation rehabilitation tax credits for the Clara Barton Building and/or the "dc space" building (443 7th Street, N.W.), which requires review of Developer's and GSA's rehabilitation plans by SHPO and approval by Technical Preservation Services of NPS ("TPS"). If TPS denies or conditions certification of Developer's rehabilitation plans for the Clara Barton Building and/or the "dc space" building or GSA's plans for the Easement Area, Developer shall promptly provide GSA with a copy of TPS's comments. GSA agrees to act reasonably in determining whether or not to incorporate TPS's comments into the design of the Easement Area. Among the factors to

be considered by GSA in determining whether to make reasonable alterations to its design of the Easement Area to help facilitate Developer's tax credit certification are: (i) whether the proposed change is compatible with GSA's program, and (ii) whether the proposed change is of such a character as not to materially reduce the value and/or utility of the Easement Area in GSA's reasonable judgment below its value and utility immediately before the design modification was proposed.

V. PROPERTY TRANSFER

GSA shall ensure that the document transferring ownership of the Property provides for preservation and maintenance of the historically or architecturally significant portions or elements of the Property consistent with the terms of the Preservation Easement and the Clara Barton Declaration. GSA will also require that this provision be included in subsequent transfers of the Property.

VI PROJECT FINANCING - SECTION 106 COMPLIANCE

Any future Federal undertaking that is solely for the purpose of providing financing for all or any portion of the Project shall be deemed to have no adverse effect on the Property. In the event that Developer, or any tenant, investor, co-owner of the Project, or partner of Developer in the Project, receives any financial assistance related to Project financing, including, but not limited to, direct federal grants, indirect federal grants through the District of Columbia or other agency, or tax relief or legislation through the District of Columbia government, and such financial assistance is determined to have an adverse effect on the Property, the Federal agency providing the financial assistance may fulfill its responsibilities under Section 106 of the NHPA by accepting the terms of this agreement and specifying that the satisfactory fulfillment of the terms of this agreement is a condition of any such financial assistance.

VII AMENDMENTS

If a signatory to this agreement determines that it cannot fulfill the terms of this agreement, or otherwise deems it necessary to seek an amendment, it will notify the signatories and request consultation concerning the terms of an amendment in accordance with 36 C.F.R. § 800.6(b).

VIII. ADMINISTRATION

A. Any and all obligations of Developer pursuant to the terms of this agreement shall be carried out only if Developer, in Developer's sole discretion, determines to exercise its rights under the Contract.

B. This agreement may be executed in multiple original counterparts, each of which will be deemed to be an original, and which together will constitute one and the same agreement.

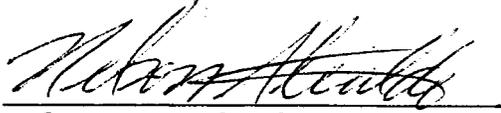
C. This agreement shall become effective upon its execution by all signatories.

D. This agreement shall terminate and the terms of this agreement shall be reconsidered if all certificates of occupancy that are required for use and occupancy of the Property (except for the Easement Area described in the Clara Barton Declaration) have not been issued within eight (8) years of the effective date of this agreement.

Execution of this agreement and implementation of its terms evidences that GSA has taken into account the effect of the proposed development of the Property on historic properties, and has afforded the Council a reasonable opportunity to comment on the proposed development of the Property and its effects on historic properties.

SIGNATURES APPEAR ON FOLLOWING PAGE

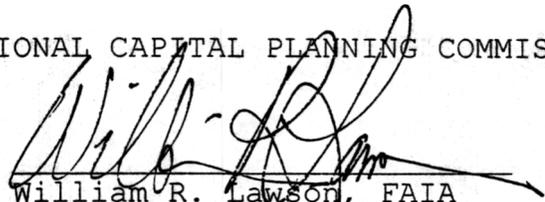
GENERAL SERVICES ADMINISTRATION



Nelson B. Alcalde
Regional Administrator
National Capital Region

Date: 10/31/00

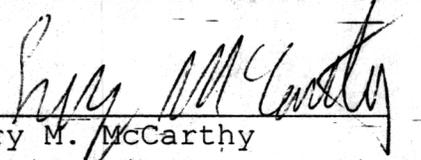
NATIONAL CAPITAL PLANNING COMMISSION

By: 

William R. Lawson, FAIA
Acting Executive Director

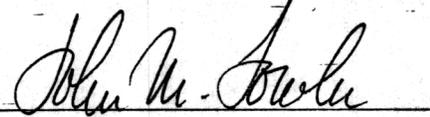
Date: 11/30/00

DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER


Gregory M. McCarthy
State Historic Preservation Officer

Date: November 24, 2000

ADVISORY COUNCIL ON HISTORIC PRESERVATION

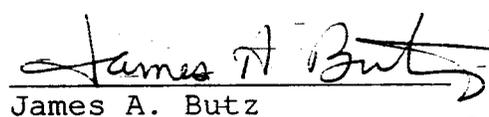


John M. Fowler
Executive Director

Date: 12/12/00

JEFFERSON AT PENN QUARTER, L.P

JPI GENPAR REALTY, L.L.C.,
General Partner



James A. Butz
Authorized Signatory

Date: 10/31/2000

Its:

DEED OF PRESERVATION EASEMENT

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DEED OF PRESERVATION EASEMENT

THIS DEED OF PRESERVATION EASEMENT ("Easement") is made and entered into as of this _____ day of _____ 2000, by and between JEFFERSON AT PENN QUARTER, L.P., a Delaware limited partnership the "Grantor" and the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives ("GSA" as successor in interest to the Pennsylvania Avenue Development Corporation ("PADC" pursuant to Public Law No. 104-134, 110 Stat. 1321-198 1321-200 (the "Grantee").

RECITALS

A. By Quitclaim Deed of even date herewith, Grantee has conveyed to Grantor certain real property known as Parcel 457-C (the "Property" situated in Square 457 in the District of Columbia, subject to this Easement. Property is more fully described in Exhibit A attached hereto and made a part hereof.

B PADC was created to develop and implement a plan for rejuvenation of the area between the Capitol and the White House along Pennsylvania Avenue, N.W., in the District of Columbia, and Congress approved The

Pennsylvania Avenue Plan - 1974, as amended "The Plan" the terms of which and provisions of which are hereby incorporated herein by this reference

C. In accordance with Public Law No. 104-134, 110 Stat. 1321-198 - 1321-200, PADC transferred to GSA all rights, title, and interest in and to the Property.

D. To induce Grantee to sell the Property to Grantor, Grantor has agreed to execute and record this Easement agreeing that in retaining and restoring the façade at 624 E Street, N.W. to its historic appearance; retaining and restoring the façade at 626 E Street, N.W. to its historic appearance; retaining and restoring the façades to their historic appearance and rehabilitating the building structure at 443 7th Street, N.W.; rehabilitating the exterior envelope, reconstructing the façade as a replication of the original 1855 design, rehabilitating all interior spaces to meet applicable code requirements (notwithstanding the Secretary's Standards, as hereinafter defined), and restoring the original entrance at 437-441 7th Street, N.W.; retaining and restoring the façade at 425 7th Street, N.W. to its historic appearance; retaining and restoring the façade at 639 D Street, N.W. to its historic appearance; retaining and restoring the façade at 635-637 D Street, N.W. to its historic appearance; retaining and

restoring the façade at 633 D Street, N.W. to its historic appearance; retaining and restoring the façade at 629 D Street, N.W. to its historic appearance; retaining and restoring the façade at 625-627 D Street, N.W. (Central Armature building) to its historic appearance; and restoring and incorporating into the new development architectural elements from dismantled historic façades formerly located at 809 and 811 Market Space, N.W. and 1205 Pennsylvania Avenue, N.W., Grantor will follow the methods described in The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Revised 1983) the "Secretary's Standards" which document is hereby incorporated herein by this reference

GRANT

NOW, THEREFORE, in consideration of the sale of the Property by Grantee to Grantor in accordance with the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, for itself, its successors and assigns, hereby grants, bargains, sells, and conveys to Grantee, its successors and assigns, an easement in gross, in perpetuity, in, over, on, across, through, under, and

within the necessary portions of the Property and the improvements thereon, for the purpose of preserving and reconstructing the Preservation Easement Property as hereinafter defined) in accordance with the following terms and conditions:

1 INCORPORATION OF RECITALS

The foregoing Recitals to this Easement are hereby incorporated in and made a part of this Easement to the same extent as if herein set forth in full; provided, however, that said Recitals shall not be deemed to modify the express provisions hereinafter set forth

2 DESCRIPTION OF HISTORIC PROPERTY.

(a) The Property, as described in The Plan, includes a number of architecturally interesting older buildings, particularly those at 443 7th Street, N.W., 626 E Street, N.W., 633-639 D Street, N.W., and 629 D Street, N.W. Most of the buildings on the Property are three- or four- story structures dating from the latter part of the 19th century requiring various-degrees of historic preservation treatment. The most historically significant building on the block is located at 437-441 7th Street

As identified in The Plan, the building located at 437-441 7th Street, N.W. has been designated for "Group 1" historic preservation treatment (see paragraph 3(b) below). The building is a three-story plus basement mid-19th century structure with a new 1984 brick façade. The third floor of this building was the location of Clara Barton's office and apartment during the Civil War.

As identified in The Plan, the building located at 443 7th Street, N.W. has been designated for "Group 2" historic preservation treatment (see paragraph 3(b) below), and is to be retained and restored in accordance with the Secretary's Standards and incorporated into the new development. The building, also known as the "dc space building", contains two 19th century (prior to 1875) structures comprised of a brick façade with Italianate cornices. There is a four-story brick building on the corner of 7th and E Streets, N.W. (443 7th Street, N.W. with a three-story extension to the east on E Street (formerly 628 E Street, N.W.

(d) As identified in The Plan, the buildings located at 425 7th Street, N.W., 625-627 D Street, N.W., 629 D Street, N.W., 633 D Street, N.W., 635-637 D Street, N.W., 639 D Street, N.W., 624 E Street, N.W., and 626 E Street, N.W. have been designated for "Group 4" historic

ervation treatment see paragraph 3(b) below), the façades of which are to be retained and restored in accordance with the Secretary's Standards and incorporated into the new development

(e The Plan contains a requirement that architectural elements from three dismantled historic façades, formerly located at 809 and 811 Market Space, N.W. and 1205 Pennsylvania Avenue, N.W. within The Plan area, be restored and incorporated into the new development The façade formerly located at 809 Market Space, N.W. is approximately 25 feet wide by 55 feet high comprising four original stories. This Italianate structure is estimated to have originated in 1868. The façade formerly located at Market Space, N.W. is designed in the Queen Anne style and measures 25 feet wide by 45 feet high comprising three stories. The architectural character of both of these façades is similar to the "high-style" commercial buildings found on 7th Street, N.W. The façade formerly located at 1205 Pennsylvania Avenue, N.W., designed in the Queen Anne style prevalent in the 1880s, is a 24.5 foot wide three-bay brick masonry structure measuring 58 feet high comprising four original stories

3 SPECIFICATIONS.

(a) Grantor agrees to follow the methods described in the Secretary's Standards in rehabilitating the Preservation Easement Property, as defined in paragraph 4 below.

(b) The requirements of The Plan for Group 1, Group 2, and Group 4 buildings are:

Group 1: Buildings to be retained and rehabilitated in place according to the Secretary's Standards. Minor changes to the existing structures are permitted.

Group 2: Buildings to be retained in place. Alterations and additions are permitted so long as the impact is compatible with the building's architectural value or contribution to the streetscape. An increase or decrease in the total bulk of the building shall be minimized through the uses of setbacks and sensitive massing.

Group 4: Façades to be retained in place. Although these buildings cannot be retained for planning, economic, or

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Secretary's Standards, all interior spaces must be rehabilitated to meet applicable code requirements in such a way, however, so that, at any time in the future, the entire building is capable of being made to be legally and operationally separated and functionally independent from adjoining building structures, including separate utility metering for the third floor; the façade of 425 7th Street,

must be retained and restored to its historic appearance, including installation of a replicated or appropriate new storefront; the façade of 639 D Street

must be retained and restored to its historic appearance, including installation of a replicated or appropriate new storefront; the façade of 635-637 D Street N.W. must be retained and restored to its historic appearance, including installation of a replicated or appropriate new storefront; the façade of 633 D Street,

must be retained and restored to its historic appearance, including installation of a replicated or appropriate new storefront; the façade of 629 D Street, N.W. must be retained and restored to its historic appearance; the façade of 625-627 D Street, N.W. (Central Armature building) must be retained and restored to its historic appearance and the historic building elements facing the adjoining north/south public alley are

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continuous street wall. Above three stories, there is no required setback, but construction is expected to mesh sensitively with and enhance the character of the historic structures and façades along the street frontage.

(f) Where existing or relocated façades are retained on D Street, new construction shall be limited to the height of the façade for a distance of no less than 20 feet behind the combined street frontage of the relocated and redesigned façades (except for minor projections). New construction fronting D Street directly at street level has no required setbacks, but its design is expected to mesh sensitively with and enhance the character of the historic structures and façades along the street frontage.

4. PRESERVATION EASEMENT RETAINED BY GRANTEE.

a Grantee and Grantor agree that Grantee, by Quitclaim Deed of even date herewith, has conveyed the Property to Grantor, subject to Grantee's preservation easement set forth herein with respect to the preservation of the following:

(i The original classical revival brick façade of gray-pressed brick of 624 E Street N.W extending approximately 20 feet along E Street, including window hoods and decorative transoms, and a classical sheet

metal building cornice with two simple fascia bands between flanking consoles, and the installation of a replicated or appropriate new storefront.

ii The Italianate brick façade of 626 E Street, N.W., including the ornate wood cornice, and the installation of a replicated or appropriate new storefront

iii The façades and exterior envelope (including the air space above) of the "dc space building" located at 443 7th Street, N.W., including the bracketed cornices but excluding the remodeled storefronts, and including, to the greatest extent feasible, the interior window trim and pressed metal ceiling on the entry grade level, the cast iron column in the basement, and the decorative wood columns on the second and third floors

iv The exterior envelope of the building located at 437-441 7th Street, N.W., including removal of the 1984 façade and reconstruction as a replication of the original 1855 design and restoration of the original entrance; significant Clara Barton-related interior elements of the building, including the Clara Barton office/apartment on the third floor, the access hallway on the third floor, and the original entrance and staircase at the southernmost end of the building; and, notwithstanding

Secretary's Standards, all interior spaces that are to be rehabilitated to meet applicable code requirements

(v) The 21-foot wide limestone façade in the Deco style of 425 7th Street, N.W., and the installation of a replicated or appropriate new storefront

(vi) The façade of 639 D Street, N.W., and the installation of a replicated or appropriate new storefront.

vii) The Italianate façade with a bracketed cornice of 635-637 D Street, N.W., and the installation of a replicated or appropriate new storefront.

(viii) The façade of the two-story building located at 633 D Street, N.W., consisting of a corbelled brick cornice, and the installation of a replicated or appropriate new storefront

ix) The façade of the three-story, Italianate style commercial building located at 629 D Street, N.W., including the cast iron historic storefront

(x) The façade of the three-story industrial building, also known as the Central Armature building, located at 625-627 D Street, N.W., including the storefront consisting of projecting metal framed display window cases flanking central double doors, and, if possible, any historic building elements facing the adjoining north/south public alley.

6 MAINTENANCE OF PRESERVATION EASEMENT PROPERTY.

a Grantor agrees to maintain the Preservation Easement Property in good repair and in a clean and safe condition and in a manner that will not exacerbate the normal aging of the property or accelerate its deterioration

Except as otherwise contemplated by this Easement, Grantor agrees that, without the express written permission of Grantee, Grantor will undertake no construction, alteration, or remodeling of any of the improvements on the Property which, in the reasonable opinion of Grantee, would adversely affect the Preservation Easement Property.

(c) Notwithstanding the foregoing, Grantor may, without the prior approval of Grantee, replace, reconstruct, repair, repaint, or refinish existing parts or elements of the Preservation Easement Property, damage to which has resulted from casualty loss, deterioration, or wear and tear, provided that:

i Such replacement, reconstruction, repair, repainting, or refinishing is performed in accordance with the Secretary's Standards; and

(ii) Such replacement, reconstruction, repair, repainting, or refinishing will comply with the

requirements of all applicable federal, state, and local government laws and regulations, including The Plan, PADC's General Guidelines and Uniform Standards for Urban Planning and Design of Development, the Square Guidelines - Square and PADC's Development Policies and Procedures.

7. DAMAGE OR DESTRUCTION.

(a) In the event of damage to less than substantially of the Preservation Easement Property resulting from casualty loss such that repair or reconstruction of the Preservation Easement Property is commercially practicable, Grantor shall repair, replace or replicate the damaged area, and such repair, replacement or replication shall be carried out in compliance with the terms of this Easement at Grantor's sole expense. Restoration of the Preservation Easement Property, in accordance with The Plan, the Square Guidelines: Square 457, and the final construction plans, specifications and other design documentation materials previously approved by NCPC and SHPO and relating to the Preservation Easement Property shall be deemed to satisfy the restoration requirements of this Easement

(b) - In the event of damage to all or substantially of the Preservation Easement Property resulting from casualty loss to an extent rendering repair or

on the Property Inspection of the interior will not, in absence of evidence of deterioration, take place more often than annually, at a time mutually agreed upon by Grantor and Grantee. Grantor covenants to cooperate in determining a date and time for such inspections and to provide for such inspections in all leases with tenants

10 VIOLATIONS

(a In the event of a violation of any provision of this Easement, Grantee may provide written notice of such violation to Grantor, which notice shall specify in reasonable detail the nature of the alleged violation. If Grantor then, as applicable, either i) fails to cure the violation in question within 30 days from the date of such notice, if the violation in question is reasonably susceptible of being cured within 30 days, or ii) if the nature of the violation in question is such that it is not reasonably susceptible of being cured within 30 days Grantor fails to commence curative efforts within such 30 period and thereafter to pursue diligently such curative efforts for such longer period as may be reasonably necessary in the mutual agreement of Grantor and Grantee to cure the violation in question, then Grantor shall be in default of this Easement and, subject to the

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respect thereto, together with reasonable substantiation of the amounts invoiced, Grantee shall have the right to place a lien against the Property to secure payment of such cost.

(c) Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder in the event of an uncured violation, subject the rights of a Mortgagee pursuant to paragraph 11 below. In the event that Grantor is found to have violated any of its obligations, then Grantor shall reimburse Grantee for any costs or expenses incurred in connection therewith, including court costs and attorneys' fees.

(d) Notwithstanding the foregoing, however, in no event shall Grantor or its successors and assigns or any of their respective partners, officers, directors, agents, or trustees have any personal liability hereunder, all such liability being limited to the interest of such parties in the Property.

11. MORTGAGEE PROTECTIVE PROVISIONS.

(a) For purposes of this paragraph 11, the term "Mortgagee" means the holder of any deed of trust mortgage, or similar security instrument granted by Grantor to create a lien or security interest against the Property, or any portion thereof, or any improvements thereon, or

interest in any of the foregoing. In a proper case the term "Mortgagee" shall also be broadly construed to include any person or entity holding a direct or indirect interest in any of the foregoing primarily for security purposes pursuant to any other legal structure that is the functional equivalent of a financing transaction, including, without limitation, the lessor in a synthetic lease transaction, the trustee or agent for bond holders in a bond transaction, or the secured party of a pledge of partnership or other equity interests in Grantor. In no event, however, shall the term "Mortgagee" include any affiliate of the then owner of the Property. The term "Mortgage" shall mean, collectively, the instrument(s) pursuant to which a Mortgagee holds its lien(s) or security interest in the Property (or portion thereof of interest therein, as applicable).

(b) At any time after execution of a Mortgage, Mortgagee may notify Grantee in writing that such Mortgage has been given, and furnish Grantee with the address to which it desires copies of notices to be mailed (or designate some person or corporation as its agent and representative for the purpose of receiving copies of notices), in which case, provided that Grantee shall have received notice of such Mortgage, Grantee hereby agrees

that it will thereafter mail to such Mortgagee or agent thereof, at the address so given, duplicate copies, in writing, of any and all notices and invoices which Grantee may from time to time give or serve upon Grantor under and pursuant to the terms and provisions of this Easement. So long as Mortgagee complies with this subparagraph 11(b), no notice or invoice to Grantee shall be effective unless duplicate copies thereof are mailed to such Mortgagee at the same time the notice or invoice is given or served upon Grantee. If there is a Mortgagee entitled to such notice rights, then Grantor shall not be entitled to file a lien on the Property or take any other remedial action with respect to any violations by Grantee of its obligations hereunder unless such violation remains uncured after expiration of the additional curative periods available to a Mortgagee hereunder.

(c) Any such Mortgagee, at its option, at any time either (i) during the cure period provided in paragraph 10 above, or (ii) within 60 additional days after the cure period provided in paragraph 10 above has expired, may make any repairs and improvements, or may do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this Easement; and all things so done and performed by any such

Mortgagee shall be effective to cure a violation by Grantor hereunder as the same would have been if timely done and performed by Grantor instead of by any Mortgagee. If such violation cannot reasonably be remedied within a 60 day period, then such cure period for the benefit of Mortgagee shall be extended for such longer period as is reasonably required by Mortgagee in the mutual agreement of Grantee and such Mortgagee to fulfill or perform such obligations, provided Mortgagee commences to fulfill such obligations or remedy such violation within such initial 60 day period and thereafter diligently prosecutes same to completion. If Mortgagee and Grantee are unable to agree on a mutually acceptable cure period within a reasonable period of time, then the dispute as to the duration of the cure period shall be resolved in accordance with the dispute resolution procedures as provided in paragraph 12 below. In no event shall a dispute be used by Mortgagee to delay its curative efforts, but rather Mortgagee must continue its curative efforts during the pendency thereof to continue to be entitled to the benefit of the extended cure periods provided in this paragraph 11. Without limitation, if the violation in question is one which cannot be reasonably cured by Mortgagee prior to Mortgagee taking possession of the Property, then the foregoing cure period shall be

extended for such period as may be necessary for Mortgagee to obtain such possession (including, without limitation, such period as possessory or foreclosure actions by Mortgagee are stayed by bankruptcy or similar proceedings so long as Mortgagee is diligently attempting to obtain possession and is performing such obligations of Grantor hereunder as can be reasonably performed by Mortgagee in absence of possession of the Property

d) Neither a Mortgagee nor any purchaser at foreclosure or person or entity acquiring the Property or a portion thereof or interest therein by conveyance in lieu of foreclosure shall be or become personally liable to Grantee, and no assumption of personal liability shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such Mortgage or from a conveyance pursuant to which the purchaser at foreclosure or other grantee shall acquire the rights and interest of Grantor in the Property.

e Grantee agrees to modify this Easement from time to time for the purpose of incorporating herein such additional Mortgagee protective provisions as may be reasonably required by any Mortgagee, so long as such modifications are not materially inconsistent with any of

the terms and conditions of this Easement and do not adversely affect the realization by Grantee of the benefits intended by this Easement in any material respects.

(f) No amendment to this Easement shall be effective as to, or binding upon, any Mortgagee unless consented to in writing by such Mortgagee.

12. DISPUTES

In the event of any disputes under this Easement, Grantor and Grantee shall follow the procedures under the Contract Disputes Act of 1978, as amended, 41 U.S.C. §§ 601-613. If a dispute arises out of or relates to this Easement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to attempt in good faith to settle the dispute by mediation, before resorting to litigation.

13. RECORDING.

Grantee shall promptly record this Easement in the Office of the Recorder of Deeds of the District of Columbia, and the cost of recording shall be paid by Grantor.

14. STATUTORY AND REGULATORY AUTHORITY OF GRANTEE UNIMPAIRED

Notwithstanding anything in this Easement to the contrary, the authority of Grantee, NCPC, and/or NPS individually and collectively as successors in interest to PADC pursuant to Public Law No. 104-134, or a successor public entity, each in its capacity as a public agency under its statutory and regulatory authority, or other statutory or regulatory authority, is not impaired. Grantee, NCPC, and/or NPS may issue regulations of general applicability to properties within their jurisdiction (which shall include the Property) governing such things as use of public spaces, type and placement of signs, lighting, outdoor furnishings, vending machines, etc. which regulations shall be adhered to by Grantor.

15. SUCCESSORS AND ASSIGNS.

All of the terms of this Easement shall apply to and be binding upon, and inure to the benefit of, the respective heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns of Grantor and of Grantee and of all persons claiming by, under, or through them. Restrictions, stipulations, and covenants contained in this Easement

shall be inserted by Grantor verbatim or by express reference in any deed or other legal instrument by which Grantor divests itself of either the fee simple title or any other lesser estate in the Property or any part thereof other than residential lease agreements.

16. COVENANTS RUNNING WITH THE LAND.

All grants, provisions, conditions, terms, and covenants contained in this Easement shall run with the Property

17. AUTHORITY OF THE PARTIES

party hereto warrants and represents to the other party to this Easement that:

(a) If a corporation, it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was organized, has the power and authority to enter into and perform its obligations under this Easement, and is qualified to do business in the District of Columbia

If a limited partnership, it is duly organized and validly existing under the laws of the jurisdiction in which it is chartered, and qualified to do business in the

District of Columbia, and has the power and authority to enter into and perform its obligations under this Easement.

(c) The execution, delivery, and performance of this Easement, and any instruments required hereby, are within the powers of each party, have been duly authorized by all requisite actions, have received all necessary governmental approvals, and will not violate any provisions of law, any order of any court or other agency of government, or the articles of incorporation or bylaws of any party that is a corporation, or the limited partnership agreement of any party that is a limited partnership, and that this Easement and any instruments required hereby when executed and delivered will constitute the legal, valid, and binding obligations of such party.

18. PRIORITY OF EASEMENTS; JOINDER OF TRUSTEES

The parties hereto covenant and agree that the easements established and granted hereunder and all other terms and conditions of this Easement shall be superior to any and all liens, encumbrances, Mortgages, or other agreements affecting title to the Property and the Preservation Easement Property, including, but not limited to, all Mortgages and deeds of trust against the Property and the Preservation Easement Property or any portions

thereof. Grantor hereby represents to Grantee that there are no Mortgages or deeds of trust encumbering the Property or the Preservation Easement Property other than the deeds of trust referred to in Exhibit B attached hereto and made a part hereof.

19 WAIVERS AND CONSENTS.

Modifications, waivers, and consents respecting this Easement shall only be binding if in writing and signed by the party against whom any such modification, waiver, or consent is sought to be enforced. The failure of Grantee to exercise any right or remedy granted under this Easement shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

20 NOTICES.

notice, demand, or request which, under the terms of this Easement or under any statute, must or may be given or made by the parties hereto, must be in writing, and must be given or made by hand delivery or by mailing the same by registered or certified mail, return receipt requested, to Grantee addressed to c/o U.S. General Services Administration, Portfolio Management - Suite 7600, 7th & D

be inapplicable, invalid, illegal, or unenforceable in any respect, such inapplicability, invalidity, illegality, or unenforceability shall not affect any other provision of this Easement, but this Easement shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein

22. CAPTIONS AND HEADINGS.

The captions and headings contained in this Easement are included herein for convenience of reference only and shall not be considered a part hereof and are not intended in any way to limit or enlarge the terms hereof nor shall they affect the meaning or interpretation of this Easement.

23. RELATIONSHIP OF THE PARTIES.

Nothing contained in this Easement shall be construed in any manner to create any relationship between the parties hereto other than the relationship of parties in interest, and the parties hereto shall not be considered partners or co-venturers for any purpose whatsoever

24. CERTIFICATES BY GRANTEE.

Grantee agrees at any time and from time to time upon not less than ten (10) days prior written notice by

which shall be deemed to be an original thereof and shall be enforceable against each of the parties hereto

27. ENTIRE AGREEMENT.

This Easement contains or refers to all the promises, agreements, conditions, inducements, and understandings between Grantor and Grantee relative to the grant of the easements and other rights from Grantor to Grantee referred to herein and there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, relating thereto between them other than as herein set forth or expressly referred to herein.

28. NON-MERGER.

If at any time during the existence of this Easement the fee title to the Property and the easements and other rights thereto granted hereunder by Grantor to Grantee shall be owned by, or conferred upon, the same party, there shall be no merger of such interests on account thereof and this Easement shall continue in full force and effect without modification or abatement.

29 AUTHORSHIP.

The parties acknowledge that in construing this Agreement no inference premised upon the origin or source of any language used herein shall be drawn.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA acting by and through the Administrator of General Services and authorized representatives, has, on this _____ day of _____ 2000, caused this Deed of Preservation Easement to be signed by Anthony E. Costa, its Assistant Regional Administrator, Public Buildings Service, National Capital Region, General Services Administration, and attested to by _____ its _____ General Services Administration, and hereby acknowledges this Deed of Preservation Easement to be the act and deed of the UNITED STATES OF AMERICA, and to deliver the same as such;

IN WITNESS WHEREOF, JEFFERSON AT PENN QUARTER, L.P has, on this _____ day of _____ 2000, caused this Deed of Preservation Easement to be signed in its name by JPI Genpar Realty LLC, its General Partner, by James A Butz, its Authorized Signatory, and hereby constitutes and appoints James A. Butz as its true and lawful attorney-in-fact, for and in its name to acknowledge this Deed of Preservation Easement to be the act and deed of JEFFERSON AT PENN QUARTER, L.P., and to deliver the same as such.

ATTEST:

UNITED STATES OF AMERICA,
ACTING BY AND THROUGH THE
ADMINISTRATOR OF GENERAL SERVICES

Anthony E. Costa
Assistant Regional Administrator
Public Buildings Service
National Capital Region
General Services Administration

ATTEST:

JEFFERSON AT PENN QUARTER, L.P.
a Delaware limited partnership

JPI Genpar Realty LLC,
a Delaware limited liability
company, General Partner

James A. Butz
Authorized Signatory

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AMI A

NOTARY PUBLIC

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DISTRICT OF COLUMBIA TO WIT

I, _____ a Notary Public in and for
District of Columbia, do hereby certify that James A
Butz, who is personally known (or satisfactorily proven) to
me to be the person named as attorney-in-fact in the
foregoing Deed of Preservation Easement bearing date as of
day of _____, 2000, and hereto annexed,
personally appeared before me in the said District of
Columbia and, as attorney-in-fact as aforesaid, and by
virtue of the authority vested in him by said Deed of
Preservation Easement, acknowledged the same to be the act
and deed of JEFFERSON AT PENN QUARTER, L.P. therein.

GIVEN under my hand and seal this _____ day of
_____, 2000

NOTARY PUBLIC

My commission expires:

EXHIBIT A

Legal Description of the Property

EXHIBIT "A"

Page 1 of 6

Parcel I

Original Lot 13 in Square 457 in a subdivision made by the United States of America as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, and all that part of Original Lot 15 in said Square, described as follows:

BEGINNING for the same at the Southwest corner of said part of said lot and running thence North, 25 feet 6 inches; thence East, 19 feet 11 and 1/2 inches; thence South, 25 feet 6 inches; thence West, 19 feet 11 and 1/2 inches to the place 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 824 in Square 457.

Parcel II

Lot 40 in Square 457 in a subdivision made by Anthony A. Perez and Nancy F. Perez as per plat recorded in Liber 166 at folio 184 in the Office of the Surveyor of the District of Columbia.

Parcel III

Part of Original Lot 6 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the Northwest corner of said Lot, fronting on a public alley, 30 feet wide, and running thence East, 34 feet 10 and 1/2 inches; thence South, 81 feet 10 and 1/2 inches; thence West, 34 feet 10 and 1/2 inches to a public alley, 25 feet wide; and thence North, 81 feet 10 and 1/2 inches to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 810 in Square 457.

Parcel IV

Part of Original Lot 6 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the Southwest corner of said Lot, and running thence East along the North line of D Street, 25 feet; thence North, 100.50 feet to the South line of a public alley; thence West along said alley, 25 feet; thence South, 100.50 feet to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 811 in Square 457.

Parcel V

Part of Original Lot 7 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the North line of D Street at the Southeast corner of said Lot, and running thence West along said street, 19 feet 11 and 1/2 inches; thence North, 100 feet 6 inches; thence East, 19 feet 11 and 1/2 inches; and thence South, 100 feet 6 inches to the North line of D Street and the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 812 in Square 457.

Parcel VI

Part of Original Lot 7 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the North line of D Street at a point distant 19 feet 11 and 1/2 inches West of the Southeast corner of said lot; and running thence West, 19 feet 11 and 1/2 inches; thence North, 100 feet 6 inches; thence East, 19 feet 11 and 1/2 inches; and thence South, 100 feet 6 inches to the place of beginning.—

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 813 in Square 457.

Parcel VII

Part of Original Lot 7 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the Southwest corner of said Lot, and running thence East, 19 feet 11 and 1/2 inches; thence North, 100 feet 6 inches; thence West, 19 feet 11 and 1/2 inches; and thence South, 100 feet 6 inches to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 814 in Square 457.

Parcel VIII

Part of Original Lot 12 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the Northwest corner of Lot 11 in Square 457, and running thence North along the East line of 7th Street, 21 feet; thence East, 119 feet 9 inches to the West line of an alley; thence South along said West line of said alley, 21 feet to the North line of said Lot 11; thence West along the North line of said Lot 11, 119 feet 9 inches to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 822 in Square 457.

PARCEL IX

The North 30 foot front on 7th Street by the full depth thereof of Original Lot 12 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 823 in Square 457.

Parcel X

Part of Original Lots 14 and 15 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at a point on 7th Street distant 25.79 feet South of the Northwest corner of said Lot 14, and running thence East, 82.875 feet; thence South, 49.21 feet; thence West 82.875 feet to 7th Street; and thence North on the line of 7th Street, 49.21 feet to the point of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 825 in Square 457.

Parcel XI

Part of Original Lots 14 and 15 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the Northwest corner of said Square, and running thence South with the East line of 7th Street, 25 feet 9 and 1/2 inches; thence East through the center of a gable wall of the adjoining building and parallel with the North line of E Street, 76 feet 10 and 1/2 inches; thence North, 25 feet 9 and 1/2 inches to the North line of E Street; and thence West with the said line of E Street, 76 feet 10 and 1/2 inches to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 826 in Square 457.

Parcel XIII

Part of Original Lot 15 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at a point distant 17 feet East of the Northwest corner of said Lot 15 and 76 feet 10 and 1/2 inches East of the Northwest corner of said Square and running thence East, 23 feet along the South line of E Street; thence South, 100 feet 6 inches; thence West, 20 feet 1/2 inch; thence North, 25 feet 6 inches; thence East, 3 feet; thence North, 49 feet 2 and 1/2 inches; thence West, 5 feet 11 and 1/2 inches; and thence North, 25 feet 9 and 1/2 inches to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 827 in Square 457.

Parcel XIII

Lot 34 in Square 457 in a subdivision made by W. Berens, Jr. as per plat recorded in Liber 28 at folio 39 in the Office of the Surveyor of the District of Columbia.

Parcel XIV

Part of Original Lot 17 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same on the South line of E Street at the Northeast corner of said Lot, and running thence West along said line of E Street, 28 feet 11 inches; thence South, 187 feet 10 and 1/2 inches to the North line of a 30 foot wide alley; thence East along said line of said alley, 28 feet 11 inches to the West line of a 15 foot wide alley; and thence North along said line of said last mentioned alley, 187 feet 10 and 1/2 inches to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 830 in Square 457.

Parcel XV

Lot "P" in Square 457 in a subdivision made by S. L. Philips as per plat recorded in Liber C. H. B. at folio 97 in the Office of the Surveyor of the District of Columbia.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 864 in Square 457.

Parcel XVI

Lot "S" in Square 457 in a subdivision made by S. L. Philips as per plat recorded in Liber C. H. B. at folio 97 in the Office of the Surveyor of the District of Columbia.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 865 in Square 457.

Parcel XVII

Part of Original Lot 6 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same on the North line of D Street at the line dividing Original Lots 5 and 6 in Square 457, and running thence North with said dividing line, 106 feet; thence West, 18 feet; thence South, 106 feet to the North Line of D Street; and thence East with the line of D Street, 18 feet to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 808 in Square 457.

Parcel XVIII

Part of Original Lot 16 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same on the South line of E Street at the Northwest corner of said Lot , and running thence East along said South line of E Street, 33.92 feet to the Northwest corner of the land conveyed to Nora B. Brokaw by Deed dated September 21, 1961, and recorded September 25, 1961, as Instrument No. 29160 among the Land Records of the District of Columbia; thence South along the West line of said conveyance, 81.64 feet to the center of a 13 inch wall; thence West through the center of said wall, 8 feet 11 inches; thence South, 18.94 feet to the North line of an alley; thence West along said North line of said alley, 25 feet to the Southwest corner of said Lot; and thence North along the West line of said Lot, 100.50 feet, more or less, to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 850 in Square 457.

Parcel XIX

Part of Original Lot 16 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same on the South line of E Street distant 11 and 1/2 inches West from the Northeast corner of said Lot , and running thence West along said line of E Street, 25 feet; thence South, 81.64 feet to the center of a 13 inch wall; thence West through the center of said wall, 8 feet 11 inches; thence South, 106.235 feet to the North line of a 30 foot wide alley; thence East along the North line of said alley, 33 feet 11 inches; and thence North, 187.875 feet to the South line of E Street and the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 849 in Square 457

Parcel XX

Part of Original Lots 16 and 17 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at a point on the South line of E Street distant 28 feet 11 inches West from the Northeast corner of said Lot 17, and running thence West along said line of E Street, 24 feet 5 inches; thence South, 187 feet 10 and 1/2 inches to the North line of a public alley; thence East along the line of said alley, 24 feet 5 inches; and thence North, 187 feet 10 and 1/2 inches to the South line of E Street and the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 829 in Square 457.

EXHIBIT "A"
Page 6 of 6

Parcel XXI

Part of Original Lot 5 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia; and Lot 32 in Square 457 in a subdivision made by J. H. Hanlein as per plat recorded in Liber H. D. C. at folio 131 in the Office of the Surveyor of the District of Columbia, more particularly described in One (1) parcel as follows:

BEGINNING for the same at a point on the North line of D Street at the Southwest corner of said Lot 32, and running thence North in a line perpendicular to said North line of D Street, 187.875 feet, more or less to the South line of a 30 foot wide alley; thence running East with said South line of said alley, 32.42 feet, more or less, to the West line of a 20 foot wide alley and the Northeast corner of said Lot 5; thence running South with said line of said 20 foot wide alley, 187.875 feet, more or less, to the North line of D Street; and thence running West with said line of D Street, 32.42 feet, more or less, 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 851 in Square 457.

EXHIBIT B

Deeds of Trust

NONE

AFTER RECORDING REMIT TO:

Jeffrey H. Domber, Esq.
Assistant Regional Counsel
Office of Regional Counsel (WL)
General Services Administration
7th and D Streets, S.W.
Room 7048
Washington, D.C. 20407

DECLARATION OF EASEMENTS AND COVENANTS
FOR THE CLARA BARTON BUILDING

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DECLARATION OF EASEMENTS AND COVENANTS
FOR THE CLARA BARTON BUILDING

THIS DECLARATION OF EASEMENTS AND COVENANTS FOR THE CLARA BARTON BUILDING ("Declaration") is made as of day of _____, 2000, by and between JEFFERSON AT PENN QUARTER, L.P., a Delaware limited partnership ("JPI" and the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives ("GSA")

~~RECITALS~~

A. By Quitclaim Deed of even date herewith, GSA has conveyed to JPI certain real property known as Parcel 457-C (the "Property" situated in Square 457 in the District of Columbia, subject to this Declaration. The Property is more fully described in Exhibit A attached hereto and made a part hereof.

B. The Property includes the three-story plus basement mid-19th century building located at 437-441 7th Street, N.W., the third floor of which was the location of Clara Barton's office and apartment during the Civil (the "Clara Barton Building").

C. To induce GSA to sell the Property to JPI, JPI has agreed to rehabilitate the Clara Barton Building in

accordance with The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Revised 1983) the "Secretary's Standards" and to grant to GSA an exclusive easement in certain portions of the Clara Barton Building to ensure the maintenance of the important Clara Barton-related elements of the Clara Barton Building in perpetuity.

D. To establish the aforesaid easement and to evidence certain other agreements between JPI and GSA as contained herein, the parties hereto are executing this Declaration.

NOW THEREFORE, in consideration of the premises and the agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. INCORPORATION OF RECITALS

The foregoing Recitals to this Declaration are hereby incorporated in and made a part of this Declaration to the same extent as if herein set forth in full provided, however, that said Recitals shall not be deemed to modify the express provisions hereinafter set forth

FEDERAL EASEMENT

b A
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 Ra d Exclusive Federal Easement Area
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EASEMENT AREA SHELL CONDITION

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be unreasonably withheld, conditioned or delayed. In the event JPI disapproves any portion of the GSA Work, JPI shall furnish GSA with written reasons for such disapproval. The only grounds upon which JPI may disapprove the GSA Work shall be that the proposed work: (i) is reasonably expected to have an adverse effect on the Clara Barton Building's structural, mechanical, electrical, plumbing, or heating, ventilating and air conditioning ("HVAC" systems, or (ii) is, in JPI's reasonable judgment, and then only to the extent that the proposed work is visible from the exterior of the Clara Barton Building or from any portion of the Clara Barton Building outside of the Easement Area, incompatible with the original 1855 design of the Clara Barton Building.

4. IMPROVEMENTS ALLOWANCE

JPI hereby agrees to grant GSA an allowance (the "Improvements Allowance") in the amount of \$224,806.70, to be paid at settlement by JPI toward the cost of any GSA Work performed in the Easement Area. GSA shall pay all expenses of preparing all plans and working drawings for the GSA Work

5. CONSTRUCTION COORDINATION

GSA and GSA's contractor, architect, engineers and subcontractors will be given reasonable access to the Easement Area, and to other portions of the Clara Barton Building that may be reasonably required by GSA for the performance of the GSA Work, for construction of the GSA Work; provided, however, that all such access shall be coordinated with JPI.

6. UTILITIES

JPI shall furnish to the Easement Area electricity, HVAC in accordance with the base building HVAC specifications, gas, water, sewer, elevator service, and sprinklers. If GSA requires air conditioning or heat beyond the normal hours of operation of the Clara Barton Building or in excess of the base building HVAC specifications, then GSA shall pay for such extra service in accordance with a mutually agreed upon schedule of costs, which costs shall thereafter increase no more rapidly than the actual dollar increase in JPI's actual costs incurred in providing such extra service. The normal hours of operation of the Clara Barton Building shall be 8:00 a.m. to 7:00 p.m. on Monday through Friday and 9:00 a.m. to 2:00 p.m. on Saturday and such other hours, if any,

JPI from time to time determines; provided, however, that in no event shall the normal hours of operation of the Clara Barton Building be less than sixty (60) hours per week, and provided further, that GSA shall have the right to require JPI to furnish some portion of the sixty (60) hours on Sunday, if necessary to support GSA's activities in the Easement Area.

7. ELEVATOR OPERATION

At least one (1) elevator serving the Easement Area shall be operational at all times, except as is a necessary incident to the maintenance and repair of the elevator.

8. PROHIBITED USES

Neither party shall use or permit the use of the Clara Barton Building for any unlawful purpose or in any manner that involves cooking (including frying, sauteing, baking, broiling, grilling, roasting, or any other method preparing food for eating by the use of heat, whether gas or electric), food storage other than condiments, food preparation, flammable materials, any chemical, solvent, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes,"

"hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar impact under any applicable environmental laws, or any other substance whose presence could reasonably be determined to be detrimental to the Clara Barton Building or hazardous to health or the environment, except in each case for standard non-flammable chemical office products and cleaning fluids in reasonable quantities.

Notwithstanding the foregoing, JPI may serve food in a restaurant on the first floor of the Clara Barton Building and either party may prepare coffee, tea or other beverages within the Clara Barton Building using standard plug-in household appliances only in areas with active sprinkler heads.

9. SIGNAGE

JPI shall fund, fabricate and incorporate into the streetscape plan for the Property, and maintain in perpetuity, street level wayfinding addressing the presence and nature of the Clara Barton office and apartment. All such signage shall be designed by GSA and shall be subject to JPI's approval, which approval shall not be unreasonably conditioned, delayed, or denied. The signage shall be installed at a minimum of three locations surrounding the

of the nature and scope of the proposed change and the stage of construction. JPI shall submit to GSA a list identifying one or more candidates for each of JPI's Material Contractors, and GSA shall have the right to disapprove any such proposed Material Contractor. For purposes of this paragraph, the term Material Contractor shall mean any contractor whose scope of work includes demolition, construction work affecting the Easement Area, or any mechanical, electrical, plumbing, HVAC, or structural work affecting the Clara Barton Building.

11. LOCATION OF RESTROOM FACILITIES, FIRE EGRESS, AND ELEVATOR

shall provide restroom facilities, fire egress, and an elevator to serve the Easement Area in a manner and in locations mutually agreeable to the parties and in accordance with the Secretary's Standards and all applicable building codes. The elevator shall be a passenger/freight elevator to accommodate GSA's use and operation of the Easement Area.

12. LIGHTING

lighting or light fixtures affixed to or in the Clara Barton Building that are visible from the

manner. JPI shall also be responsible to clear snow, and rubbish from the entryways to the Clara Barton Building.

15. MAINTENANCE AND OPERATION OF THE EASEMENT AREA

Except as otherwise provided for in this Declaration, GSA shall, at its own cost and expense, maintain and operate in a clean and orderly condition in compliance with all applicable laws all improvements and facilities within the Easement Area that are under the exclusive control and devoted to the exclusive use of GSA.

16. JPI'S ACCESS

JPI and its agents, contractors and representatives shall not enter the Easement Area (except in the event of an Emergency Situation as defined below) unless accompanied by an employee of GSA or its designee. JPI shall provide notice to GSA of any entry into the Easement Area occasioned by an Emergency Situation as soon thereafter as is possible. GSA shall permit JPI and its agents, contractors and representatives to enter the Easement Area at reasonable times during GSA's normal hours of operation, upon one (1) day's prior notice (except in an Emergency Situation in which event no prior notice shall be

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DELIVERIES AND MOVING OF GSA S PROPERTY

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easements, covenants and restrictions shall be binding on and enforceable by and against the parties hereto and their respective successors and assigns.

RECORDATION

GSA shall promptly record this Declaration in the Office of the Recorder of Deeds of the District of Columbia, and the cost of recording shall be paid by JPI.

AUTHORITY OF THE PARTIES

Each party hereto warrants and represents to the other party to this Declaration that:

(a) If a corporation, it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was organized, has the power and authority to enter into and perform its obligations under this Declaration and is qualified to do business in the District of Columbia

(b) If a limited partnership, it is duly organized and validly existing under the laws of the jurisdiction in which it is chartered, and qualified to do business in the District of Columbia, and has the power and authority to enter into and perform its obligations under this Declaration

(c The execution, delivery, and performance of this Declaration, and any instruments required hereby, are within the powers of each party, have been duly authorized by all requisite actions, have received all necessary governmental approvals, and will not violate any provisions of law, any order of any court or other agency of government, or the articles of incorporation or bylaws of any party that is a corporation, or the limited partnership agreement of any party that is a limited partnership, and that this Declaration and any instruments required hereby when executed and delivered will constitute the legal, valid, and binding obligations of such party.

MODIFICATIONS, WAIVERS AND CONSENTS

Modifications, waivers, and consents respecting this Declaration shall only be binding if in writing and signed by the party against whom any such modification, waiver, or consent is sought to be enforced. The failure of either party to exercise any right or remedy granted under this Declaration shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

24. REPLICATION AFTER CASUALTY

In the event of the occurrence of any fire or other casualty caused in whole or in part by JPI, agents, contractors, employees, licensees, or tenants, resulting in damage to or destruction of the Easement Area or any part thereof, JPI, at its own cost and expense shall replicate the damaged Easement Area and related equipment and improvements therein as nearly as possible to their condition immediately prior to such fire or other casualty.

25 ENFORCEMENT

This Declaration may be enforced by the parties hereto. In the event of a breach or an attempted or threatened breach hereof, by either party hereto, of the terms and conditions hereof, the non-defaulting party shall be entitled forthwith to full and adequate relief by injunction and/or all other such available legal and equitable remedies from the consequence of such breach. All costs and expenses incurred by the party seeking to enforce this Declaration, whether suit is brought or not, shall be assessed against the defaulting party. failure by either party hereto to insist upon the strict adherence to and performance of any of the terms and

conditions of this Declaration shall not be deemed to be a waiver thereof. Either party, notwithstanding such failure, shall have the right thereafter to insist upon the strict adherence to and performance of any of the terms and conditions hereof by the other party hereto

26. NOTICES

Any notice, demand or request which, under the terms of this Declaration or under any statute, must or may be given or made by the parties hereto, must be in writing, and must be given or made by hand delivery or by mailing the same by registered or certified mail, return receipt requested, to the United States addressed to c/o U.S. General Services Administration, Portfolio Management Suite 7600, 7th & D Streets, S.W., Washington, D.C. 20407, Attn.: Asset Manager, Square 457, with a copy to U.S. General Services Administration, Office of Regional Counsel (WL), Suite 7048, 7th & D Streets, S.W., Washington, D.C. 20407, Attn.: Regional Counsel, and to JPI at 8230 Boone Boulevard, Suite 340, Vienna, VA 22182, Attn.: Mr. James A. Butz, Regional Managing Partner, with copies to JPI, 600 East Las Colinas Boulevard, Suite 1800, Irving, TX 75039, Attn.: Mr. Robert D Page, and to Brown, McCarroll & Oaks Hartline, LLP, 300 Crescent Court, Suite 1400, Dallas, TX

75201, Attn.: Charles W. Morris, Esq. Any notice given hereunder by hand delivery shall be deemed sufficiently served or given for all purposes hereunder on the date of delivery, and any notice given hereunder by registered or certified mail shall be deemed sufficiently served or given all purposes hereunder three 3) days after deposit in the United States mail addressed to the party to be notified at the address or addresses as set forth above or at any other addresses as either party may specify to the other by like notice

27. SEPARABILITY OF PROVISIONS

In the event any one or more of the provisions ained in this Declaration shall for any reason be held to be inapplicable, invalid, illegal, or unenforceable in any respect, such inapplicability, invalidity, illegality, or unenforceability shall not affect any other provision of this Declaration, but this Declaration shall be construed as if such inapplicable, invalid, illegal, or unenforceable provision had never been contained herein

28. CAPTIONS AND HEADINGS

The captions and headings contained in this Declaration are included herein for convenience of

reference only and shall not be considered a part hereof and are not intended in any way to limit or enlarge the terms hereof nor shall they affect the meaning or interpretation of this Declaration.

29. RELATIONSHIP OF THE PARTIES

Nothing contained in this Declaration shall be construed in any manner to create any relationship between the parties hereto other than the relationship of parties in interest, and the parties hereto shall not be considered partners or co-venturers for any purpose whatsoever.

30 CERTIFICATES BY THE UNITED STATES

GSA agrees at any time and from time to time upon not less than ten (10) days prior written notice by JPI, to execute, acknowledge, and deliver to JPI a statement in writing certifying that this Declaration is unmodified and is in full force and effect (or if there have been modifications, which modifications shall be stated, that this Declaration, as modified, is in full force and effect), and stating whether or not to the best knowledge of the signer of such certificate JPI is in default in performance of any covenant, agreement, or condition

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36. LIMITATION OF LIABILITY

In no event shall JPI or its successors and assigns, or its or their respective partners, officers, directors, members, employees, agents or trustees have personal liability hereunder, all such liability being limited to the respective interests of such parties in the Property

REST OF PAGE DELIBERATELY LEFT BLANK

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA acting by and through the Administrator of General Services and authorized representatives, has, on this _____ day of _____ 2000, caused this Declaration of Easements and Covenants for the Clara Barton Building to be signed by Anthony E. Costa, its Assistant Regional Administrator, Public Buildings Service, National Capital Region, General Services Administration, and attested to by _____ its _____ General Services Administration, and hereby acknowledges this Declaration of Easements and Covenants for the Clara Barton Building to be the act and deed of the UNITED STATES OF AMERICA, and to deliver the same as such;

IN WITNESS WHEREOF, JEFFERSON AT PENN QUARTER, L.P., has, on this _____ day of _____ 2000, caused this Declaration of Easements and Covenants for the Clara Barton Building to be signed in its name by JPI Genpar Realty LLC, its General Partner, by James A. Butz, its Authorized Signatory, and hereby constitutes and appoints James A. Butz as its true and lawful attorney-in-fact, for and in its name to acknowledge this Declaration of Easements and Covenants for the Clara Barton Building to be

the act and deed of JEFFERSON AT PENN QUARTER, L.P., and to deliver the same as such.

ATTEST: UNITED STATES OF AMERICA,
ACTING BY AND THROUGH THE
ADMINISTRATOR OF GENERAL SERVICES

Bv: _____
Anthony E. Costa
Assistant Regional Administrator
Public Buildings Service
National Capital Region
General Services Administration

ATTEST: JEFFERSON AT PENN QUARTER, L.P.
a Delaware limited partnership

JPI Genpar Realty LLC,
a Delaware limited liability
company, General Partner

By: _____
James A. Butz
Its: Authorized Signatory

DISTRICT OF COLUMBIA TO WIT:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that Anthony E Costa, who is personally known (or satisfactorily proven) to me to be the person named as the authorized representative in the foregoing Declaration of Easements and Covenants for the Clara Barton Building bearing date as of the _____ day of _____, 2000, and hereto annexed, personally appeared before me in the said District of Columbia and, as authorized representative as aforesaid, and by virtue of the authority vested in him by said Declaration of Easements and Covenants for the Clara Barton Building, acknowledged the same to be the act and deed of the UNITED STATES OF AMERICA therein.

GIVEN under my hand and seal this _____ day of _____ 2000

NOTARY PUBLIC

My commission expires:

DISTRICT OF COLUMBIA TO WIT:

I, _____ a Notary Public in and for the District of Columbia, do hereby certify that James A. Butz, who is personally known (or satisfactorily proven) to me to be the person named as the attorney-in-fact in the foregoing Declaration of Easements and Covenants for the Clara Barton Building bearing date as of the _____ day of _____, 2000, and hereto annexed, personally appeared before me in the said District of Columbia and, as attorney-in-fact as aforesaid, and by virtue of the authority vested in him by said Declaration of Easements and Covenants for the Clara Barton Building, acknowledged the same to be the act and deed of JEFFERSON AT PENN. QUARTER, L.P. therein.

GIVEN under my hand and seal this _____ day of _____ 2000

NOTARY PUBLIC

My commission expires _____

EXHIBIT "A"
Page 1 of 6

Parcel I

Original Lot 13 in Square 457 in a subdivision made by the United States of America as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, and all that part of Original Lot 15 in said Square, described as follows:

BEGINNING for the same at the Southwest corner of said part of said lot and running thence North, 25 feet 6 inches; thence East, 19 feet 11 and 1/2 inches; thence South, 25 feet 6 inches; thence West, 19 feet 11 and 1/2 inches to the place 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 824 in Square 457.

Parcel II

Lot 40 in Square 457 in a subdivision made by Anthony A. Perez and Nancy F. Perez as per plat recorded in Liber 166 at folio 184 in the Office of the Surveyor of the District of Columbia.

Parcel III

Part of Original Lot 6 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the Northwest corner of said Lot, fronting on a public alley, 30 feet wide, and running thence East, 34 feet 10 and 1/2 inches; thence South, 81 feet 10 and 1/2 inches; thence West, 34 feet 10 and 1/2 inches to a public alley, 25 feet wide; and thence North, 81 feet 10 and 1/2 inches to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 810 in Square 457.

Parcel IV

Part of Original Lot 6 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the Southwest corner of said Lot, and running thence East along the North line of D Street, 25 feet; thence North, 100.50 feet to the South line of a public alley; thence West along said alley, 25 feet; thence South, 100.50 feet to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 811 in Square 457.

EXHIBIT "A"

Page 2 of 6

Parcel V

Part of Original Lot 7 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the North line of D Street at the Southeast corner of said Lot, and running thence West along said street, 19 feet 11 and 1/2 inches; thence North, 100 feet 6 inches; thence East, 19 feet 11 and 1/2 inches; and thence South, 100 feet 6 inches to the North line of D Street and the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 812 in Square 457.

Parcel VI

Part of Original Lot 7 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the North line of D Street at a point distant 19 feet 11 and 1/2 inches West of the Southeast corner of said lot; and running thence West, 19 feet 11 and 1/2 inches; thence North, 100 feet 6 inches; thence East, 19 feet 11 and 1/2 inches; and thence South, 100 feet 6 inches to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 813 in Square 457.

Parcel VII

Part of Original Lot 7 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the Southwest corner of said Lot, and running thence East, 19 feet 11 and 1/2 inches; thence North, 100 feet 6 inches; thence West, 19 feet 11 and 1/2 inches; and thence South, 100 feet 6 inches to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 814 in Square 457.

Parcel VIII

Part of Original Lot 12 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the Northwest corner of Lot 11 in Square 457, and running thence North along the East line of 7th Street, 21 feet; thence East, 119 feet 9 inches to the West line of an alley; thence South along said West line of said alley, 21 feet to the North line of said Lot 11; thence West along the North line of said Lot 11, 119 feet 9 inches to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 822 in Square 457.

PARCEL IX

The North 30 foot front on 7th Street by the full depth thereof of Original Lot 12 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 823 in Square 457.

Parcel X

Part of Original Lots 14 and 15 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at a point on 7th Street distant 25.79 feet South of the Northwest corner of said Lot 14, and running thence East, 82.875 feet; thence South, 49.21 feet; thence West 82.875 feet to 7th Street; and thence North on the line of 7th Street, 49.21 feet to the point of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 825 in Square 457.

Parcel XI

Part of Original Lots 14 and 15 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at the Northwest corner of said Square, and running thence South with the East line of 7th Street, 25 feet 9 and 1/2 inches; thence East through the center of a gable wall of the adjoining building and parallel with the North line of E Street, 76 feet 10 and 1/2 inches; thence North, 25 feet 9 and 1/2 inches to the North line of E Street; and thence West with the said line of E Street, 76 feet 10 and 1/2 inches to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 826 in Square 457.

Parcel XII

Part of Original Lot 15 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at a point distant 17 feet East of the Northwest corner of said Lot 15 and 76 feet 10 and 1/2 inches East of the Northwest corner of said Square and running thence East, 23 feet along the South line of E Street; thence South, 100 feet 6 inches; thence West, 20 feet 1/2 inch; thence North, 25 feet 6 inches; thence East, 3 feet; thence North, 49 feet 2 and 1/2 inches; thence West, 5 feet 11 and 1/2 inches; and thence North, 25 feet 9 and 1/2 inches to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 827 in Square 457.

EXHIBIT "A"

Page 5 of 6

Parcel XVIII

Part of Original Lot 16 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same on the South line of E Street at the Northwest corner of said Lot , and running thence East along said South line of E Street, 33.92 feet to the Northwest corner of the land conveyed to Nora B. Brokaw by Deed dated September 21, 1961, and recorded September 25, 1961, as Instrument No. 29160 among the Land Records of the District of Columbia; thence South along the West line of said conveyance, 81.64 feet to the center of a 13 inch wall; thence West through the center of said wall, 8 feet 11 inches; thence South, 18.94 feet to the North line of an alley; thence West along said North line of said alley, 25 feet to the Southwest corner of said Lot; and thence North along the West line of said Lot, 100.50 feet, more or less, to the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 850 in Square 457.

Parcel XIX

Part of Original Lot 16 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same on the South line of E Street distant 11 and 1/2 inches West from the Northeast corner of said Lot , and running thence West along said line of E Street, 25 feet; thence South, 81.64 feet to the center of a 13 inch wall; thence West through the center of said wall, 8 feet 11 inches; thence South, 106.235 feet to the North line of a 30 foot wide alley; thence East along the North line of said alley, 33 feet 11 inches; and thence North, 187.875 feet to the South line of E Street and the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 849 in Square 457.

Parcel XX

Part of Original Lots 16 and 17 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia, described as follows:

BEGINNING for the same at a point on the South line of E Street distant 28 feet 11 inches West from the Northeast corner of said Lot 17, and running thence West along said line of E Street, 24 feet 5 inches; thence South, 187 feet 10 and 1/2 inches to the North line of a public alley; thence East along the line of said alley, 24 feet 5 inches; and thence North, 187 feet 10 and 1/2 inches to the South line of E Street and the place of beginning.

NOTE: At the date hereof the above described property is designated on the records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 829 in Square 457.

EXHIBIT "A"
Page 6 of 6

Parcel XXI

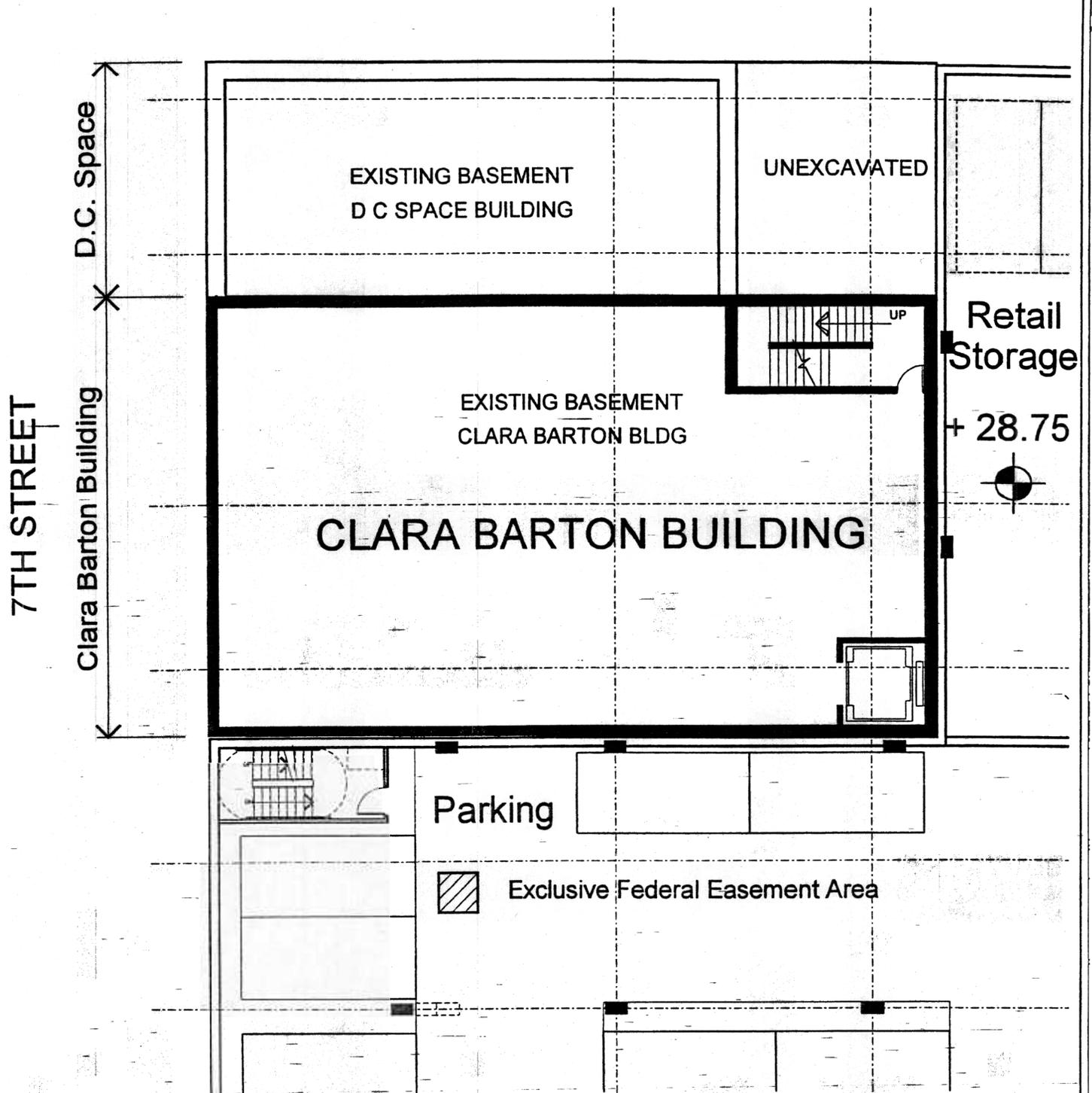
Part of Original Lot 5 in Square 457 as per plat recorded in Liber II at folio 457 in the Office of the Surveyor of the District of Columbia; and Lot 32 in Square 457 in a subdivision made by J. H. Hanlein as per plat recorded in Liber H. D. C. at folio 131 in the Office of the Surveyor of the District of Columbia, more particularly described in One (1) parcel as follows:

BEGINNING for the same at a point on the North line of D Street at the Southwest corner of said Lot 32, and running thence North in a line perpendicular to said North line of D Street, 187.875 feet, more or less to the South line of a 30 foot wide alley; thence running East with said South line of said alley, 32.42 feet, more or less, to the West line of a 20 foot wide alley and the Northeast corner of said Lot 5; thence running South with said line of said 20 foot wide alley, 187.875 feet, more or less, to the North line of D Street; and thence running West with said line of D Street, 32.42 feet, more or less, 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 851 in Square 457.

E STREET

EXHIBIT B



The Jefferson at the Pennsylvania Quarter

CLARA BARTON BUILDING
BASEMENT LEVEL

DEVELOPER

JPI Apartment Development LP
8230 Boone Blvd., Suite 340
Vienna, VA 22182

SCALE: 1/16" = 1'-0"

18 JULY 2000



ARCHITECT

ESOCOFF & ASSOCIATES|architects

HISTORIC PRESERVATION

Cehrlein & Associates Architects

LANDSCAPE ARCHITECT

LEE & LIU ASSOCIATES, INC.

A01

E STREET

A

B

7TH STREET

437 - 441 7th Street

Retail
3549 SF

CLARA BARTON BUILDING

CLARA BARTON
ORIENTATION EXHIBIT

Retail

RESID.
entry

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UP



Exclusive Federal Easement Area
885-Sq. Ft.

The Jefferson at the Pennsylvania Quarter

CLARA BARTON BUILDING
GROUND FLOOR PLAN

DEVELOPER

JPI Apartment Development LP
8230 Boone Blvd., Suite 340
Vienna, VA 22182

SCALE: 1/16" = 1'-0"



18 JULY 2000

ARCHITECT

ESOCOFF & ASSOCIATES|architects

HISTORIC PRESERVATION

Oehllein & Associates Architects

LANDSCAPE ARCHITECT

LEE & LIU ASSOCIATES, INC.

A02

E STREET

D.C. Space

Residential

Clara Barton Building

7TH STEET

Retail

Retail

Public Washrooms

Residential



Exclusive Federal Easement Area
293 Sq. Ft.

The Jefferson at the Pennsylvania Quarter

CLARA BARTON BUILDING
SECOND FLOOR PLAN

DEVELOPER

JPI Apartment Development LP
8230 Boone Blvd., Suite 340
Vienna, VA 22182

SCALE: 1/16" = 1'-0"



18 JULY 2000

ARCHITECT

ESOCOFF & ASSOCIATES|architects

HISTORIC PRESERVATION

Oehllein & Associates Architects

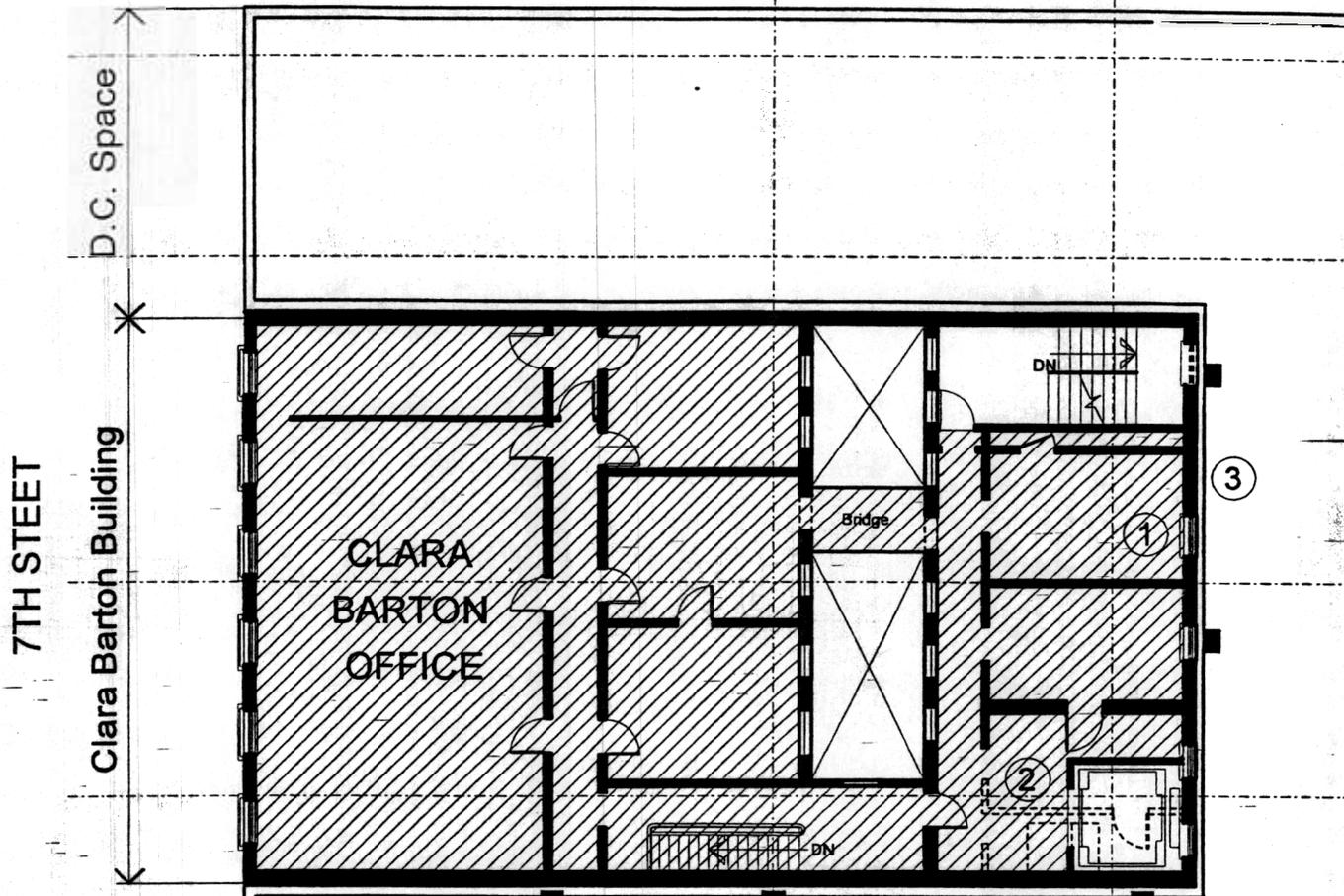
LANDSCAPE ARCHITECT

LEE & LIU ASSOCIATES, INC.

A03

E STREET

- ① Retain all existing windows on this floor in the East wall except for code requirements in elevator shaft and exit stair.
- ② Make provision for security control devices to be integral with the elevator control panel
- ③ Along East wall, on this floor, fire rated wall to be provided in new construction



Residential



Exclusive Federal Easement Area

2935 Sq. Ft.

Note: The Easement Area includes the volume of space between the 3rd floor ceiling and the underside of the roof trusses.

The Jefferson at the Pennsylvania Quarter

CLARA BARTON BUILDING
THIRD FLOOR PLAN

DEVELOPER

JPI Apartment Development LP
8230 Boone Blvd., Suite 340
Vienna, VA 22182

SCALE: 1/16" = 1'-0"

18 JULY 2000



ARCHITECT

ESOCOFF & ASSOCIATES|architects

HISTORIC PRESERVATION

Oehrlein & Associates Architects

LANDSCAPE ARCHITECT

LEE & LIU ASSOCIATES, INC.

A04



Original Door —

Replication of Original
Facade

D.C. Space

Clara Barton Building

437 - 441 7th Street

The Jefferson at the Pennsylvania Quarter

CLARA BARTON BUILDING
SEVENTH STREET ELEVATION

JPI Apartment Development LP
8230 Boone Blvd., Suite 340
Vienna, VA 22182

SCALE: 1/16" = 1'-0"

18 JULY 2000

ESOCOFF & ASSOCIATES|architects

Oehrlein & Associates Architects

A05

GSA Request For Proposal Requirements	JPI Provided Items	GSA Items
<p>1. Clara Barton office / apartment on third floor will be restored and treated as a unique space in accordance with Government mandates, including the creation of a perpetual Federal easement.</p>	<p>1.1 Structural Repair</p> <ul style="list-style-type: none"> a) Roof - supplement to meet code b) 3rd floor frame - supplement to meet code. c) Stairs - supplement to meet code d) Orientation space - supplement to meet code. e) Masonry to north, south and east walls. <p>1.2 Walls</p> <p><u>Third Floor</u></p> <ul style="list-style-type: none"> a) North, south and east walls remain untouched except structural repairs. b) Light well - rehabilitate walls and restore or replicate to achieve weather-tight envelope. <p><u>First and Second floor</u></p> <ul style="list-style-type: none"> a) Provide separation-wall at perimeter of federal easement space. (Exposed metal studs) <p>1.3 New Roof</p> <p>1.4 New Storefront and entrance</p> <ul style="list-style-type: none"> a) Install new storefront b) Install a replicated or historically appropriate entrance door. <p>1.5 Plumbing</p> <ul style="list-style-type: none"> a) Valved and capped cold water connections will be provided for future connections. b) Access to restrooms will be available <p>1.6 Fire Prevention System</p> <ul style="list-style-type: none"> a) Combination standpipe sprinkler systems designed to provide available capacity to meet code. b) Fire alarm system installed to meet code. 	<p>The General Services Administration receives a building improvement allowance of \$224,806.70 to complete the space as necessary.</p>

GSA Request For Proposal Requirements	JPI Provided Items	GSA Items
<p><u>Item 1 Continued</u></p>	<p><u>1.7 Electrical</u> a) 200 AMP, 120/ 408 volt panel located on the first floor with 2 -1" conduits to the third floor. lighting load: 4 watts per SF Misc. power load: 1 watts per SF HVAC power provisions:7.5 watts per SF</p> <p>b) Access to a telephone panel 2 - 1" empty telephone conduit will be provided within the space.</p> <p><u>1.8 HVAC criteria</u> a) Valved and capped condenser water taps will be provided at the east wall of the first and third floors for future connection to tenant provided air conditioning system.</p> <p>The base building cooling and heating plant capacities provided to the space for future connection during the tenant build-out are based on the following: - Environmental conditions: Basis 1997 ASHRAE handbook of fundamentals Chapter 26</p> <p><u>Outdoor temperature</u> <u>Cooling season</u> 95 degrees F.D.B. 76 degrees F.W.B. <u>Heating Season</u> 15 degrees F.D.B.</p> <p><u>Indoor Space temperature</u> <u>Cooling season</u> 75 degrees F.D.B., 50% RH Heating Season 70 degree F.D.B.</p> <p><u>HVAC Provision Capacities:</u> Assumed Occupancy: 75 total (25 1st floor and 50 on the 3rd floor) Outside air provisions: 15 CFM per person (Basis 1999 International mechanical code) Lighting load 4 watts per SF Misc. power 1 watt per SF</p>	

GSA Request For Proposal Requirements	JPI Provided Items	GSA Items
<p>2. Operating costs for base building utilities and maintenance in the Easement Area will be guaranteed funded in perpetuity.</p>	<p>Utility costs for 60 hours of operation per week in the Easement Area.</p> <p>General Building maintenance: repairs to building systems (plumbing, fire suppression etc.) and elements (windows, door repairs, etc.) as required to maintain proper operating function.</p>	<p>Utility costs above 60 hours per week are GSA responsibility. General housekeeping.</p>
<p>3. The retained and restored original stairs paralleling the southern building wall will not serve the remainder of the building. New elevator access to the third floor, which can be shared with the other building users, shall be added in the non-historic portions of the third floor.</p>	<p>Elevator access to upper floors. Assembly use loading and with a posted occupancy.</p>	<p>Included in the Building improvement allowance.</p>

GSA Request For Proposal Requirements	JPI Provided Items	GSA Items
<p>4. Proposals for the use of non-historic portions of the building must be compatible with the operation and integrity of the preserved historic elements.</p>	<p>Neither party shall use or permit the use of the Clara Barton Building for any unlawful purpose or in any manner that involves cooking (including frying, sautéing, baking, broiling, grilling, roasting, or any other method of preparing food for eating by the use of heat, whether gas or electric), food storage other than condiments, food preparation, flammable materials, any chemical, solvent, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar impact under any applicable environmental laws, or any other substance whose presence could reasonably be determined to be detrimental to the Clara Barton Building or hazardous to health or the environment, except in each case for standard non-flammable chemical office products and cleaning fluids in reasonable quantities. Notwithstanding the foregoing, JPI may serve food in a restaurant on the first floor of the Clara Barton Building and either party may prepare coffee, tea or other beverages within the Clara Barton Building using standard plug-in household appliances only in areas with active sprinkler heads.</p>	

GSA Request For Proposal Requirements	JPI Provided Items	GSA Items
<p>5. Street level wayfinding addressing the presence and nature of the Clara Barton office / apartment must be incorporated in the streetscape plan and maintained in perpetuity.</p>	<p>JPI shall fund, fabricate and incorporate into the streetscape plan for the Property, and maintain in perpetuity, street level wayfinding addressing the presence and nature of the Clara Barton office and apartment. All such signage shall be designed by GSA and shall be subject to JPI's approval, which approval shall not be unreasonably conditioned, delayed, or denied. The signage shall be installed at a minimum of three locations surrounding the site on 7th, D and E Streets, N.W. If any sign or item affixed to or in the Clara Barton Building is visible from the exterior of the Clara Barton Building and displayed without GSA's approval, which approval shall not be unreasonably withheld, then GSA shall have the right to remove such item at JPI's expense or to require JPI to do the same. In addition, GSA reserves the right to install and display signs, advertisements and notices on any part of the exterior or interior of the Clara Barton Building relating to its operation of the premises.</p>	

AFTER RECORDING REMIT TO:

Jeffrey H. Domber, Esq.
Assistant Regional Counsel
Office of Regional Counsel (WL)
General Services Administration
7th and D Streets, S.W.
Room 7048
Washington, D.C. 20407



U.S. General Services Administration
National Capital Region- WPT
7th and D Streets, SW
Washington, DC 20407

December 28, 1999

Mr. Gregory McCarthy
State Historic Preservation Officer
District of Columbia
Department of Consumer and Regulatory Affairs
941 North Capitol Street, NE
Room 2500
Washington, DC 20002

Re: Square 457-c: archeological requirements prior to disposition

Dear Mr. McCarthy:

The U.S. General Services Administration, (GSA) in its role as successor to the Pennsylvania Avenue Development Corporation, wishes to request confirmation, in writing, that the PADC's archeological investigations of Square 457-c satisfy the federal government's responsibilities under the National Historic Preservation Act of 1966, as amended. The PADC performed Phases I, II and III, dated April, 1995 through a contract with Parsons Engineering Science, Inc. of Fairfax, Virginia. The executive summary is attached.

The GSA hopes to close on the sale of this property in June, 2000 and is seeking confirmation for all due diligence activities at this time. I have spoken to Ms. Nancy Kassner on your staff about the archeological investigations for this property and she verbally concurred on the federal government's satisfactory completion of this work. Therefore, I am including a concurrence line for your signature to provide this documentation. If you have any questions about this federal disposition, please call me on 202-401-9692.

Sincerely,

Andrea Mones

Andrea Mones
Regional Historic Preservation Officer
Enclosure

I hereby concur that the U.S. General Services Administration has performed all due diligence required for archeological investigations on Square 457-c by virtue of its acceptance of the April, 1995 Parcel 457-c Phase I/II and III Archeological Study.

Gregory McCarthy
Gregory McCarthy
State Historic Preservation Officer for DC

January 7, 2000
Date

To: David Maloney/DC SHPO
From: Gary Porter/NCR-GSA
Re: Odd Fellows Building

June 30, 1999

David, for your information and files I have enclosed a history, condition report and three sets of elevations and plans for the Odd Fellows project. The first set of drawings show the first floor façade as it exist today. The second set of drawings show option 1, where the entrance is retained in the center of the storefront, accommodating handicapped access. The third set shows option 2, where the entrance is moved to the north end of the storefront, accommodating handicapped access.

GSA would like to proceed with design and construction plans for option two. In this plan the entrance will be moved to the north end of the storefront where it will allow for the introduction of a vestibule and ramp. The Owner of the building would like to configure the first floor retail space to accommodate a restaurant. Moving the entrance to the north end of the façade is less intrusive to the overall floor plan than the design presented in option 1. The sloping grade along the façade of the storefront presents a challenge for the introduction of handicapped access. The difference between the sidewalk grade and the interior floor level ranges from 6" at the north end to 30" at the south. By locating the entrance at the north end, a relatively short, interior ramp can be introduced to provide wheelchair access.

The original storefront materials still remaining include the canopy deck, a small portion of the canopy frieze, and the granite base. The canopy deck and frieze will require replacement due to their deteriorated conditions. Working from archived drawings and field measurements the canopy deck and frieze will be rebuilt to match the original design. To preserve the granite base at the center entrance construction plans will be drawn that allow the inward angling, granite base-stones to be left in place. By doing this, the design is readily reversible if and when a center entrance is reintroduced. The granite base does not exist at the proposed north entrance location so no original material will be lost if an opening is cut in this area.

David, I can be reached at the following numbers if you need additional information or have any questions.

Phone: 202/ 205-7766

fax: 202/ 708-8332

cell: 301/ 674-5948