LEGAL DESCRIPTION
Part of A&T Lot 805, Square 326
District of Columbia
July 3, 2014

BEING part of Assessment and Taxation (A&T) Lot 805 in Square 326 as shown on A & T plat 3534-V on file in the Office of the Surveyor for the District of Columbia; being more particularly described as follows:

BEGINNING at the southwesterly corner of Square 326, said corner being at the intersection of the north line of D Street, SW (width varies) and the east line of 12th Street, SW (85 feet wide); thence running with said east line of 12th Street, SW

1. Due North, 307.75 feet (per record and survey) to a point at the intersection with the southerly line of former C Street, SW, closed, as shown on a plat of closing recorded September 10, 1965 in the said Records of the Office of the Surveyor in Subdivision Book 133 at Page 25; thence binding on and running with said southerly line and in, through, over and across said A&T Lot 805

2. Due East, 186.00 feet (per record and survey) to a point on the westerly line of 12th Street Expressway, S.W. (variable width) as shown on a Transfer of Jurisdiction Plat recorded on November 15, 1960 in Subdivision Book 140 at Page 197; thence binding on and running with said westerly line the following two (2) courses and distances

3. South 31° 11' 20" East, 28.97 feet (per record and survey) to a point; thence

4. Due South, 282.97 feet (per record and survey) to the north line of D Street, S.W., said point being at the intersection of the west line of 12th Street Expressway, S.W. and the north line of D Street, S.W.; thence running with said north line

5. Due West, 201.00 feet (per record and survey) to the point of beginning;

CONTAINING a computed area of 61,672 square feet per record and survey or 1.41579 acres of land, more or less.

Subject to all easements, rights of way, and/or restrictions of record.

Daniel R. Schrieber
Licensed Surveyor
District of Columbia License No: LS900569
For A. Morton Thomas and Associates, Inc.
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Page 2: Continuation of Vesting Deeds

Page 3: Listing of Encumbrances (Right-of-Ways, Easements, URP, BRL, Judgments etc.)

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Page 5: Lot history for Square 326

Page 6: Lot history for Square 351

Page 7: Lot history for Square 352

Page 8 thru- (the chain sheets will be sent a.s.a.p. See abstractors' note section p.3)

NOTE: All copies are attached to the back of the report.
DEED OWNERSHIP REPORT

Conveyances of lots in Square 325.

(Lot 24) TITLE APPEARS OF RECORD IN: General Services Administration for the United States of America under Deed from District of Columbia Redevelopment Land Agency by Deed dated 06/07/63, recorded 06/28/63 as Instrument No. 20386 in Book No. 12023 at page 269, among the Land Records of the District of Columbia.

(Lots 25-26) TITLE APPEARS OF RECORD IN: General Services Administration for the United States of America under Deed from District of Columbia Redevelopment Land Agency by Deed dated 06/05/64, recorded 06/26/64 as Instrument No. 21815 in Book No. 12233 at page 459, among the Land Records of the District of Columbia.

Lots 819-820 owned by United States Government created by plat Book 140 at folio 197.

Conveyances of lots in Square 326

Lot 805 OWNED BY United States Government created 10/05/65 by plat Book 133 at folio 25

Out of


(Lot 31) TITLE APPEARS OF RECORD IN: United States of America under Deed from Louis M. Church and Henrietta S. Church, his wife, No Tenancy Given, by Deed dated 07/31/31, recorded 09/05/31 as Instrument No. 26618 in Book No. N/A at page N/A, among the Land Records of the District of Columbia.

(Lots 51-52) TITLE APPEARS OF RECORD IN: General Services Administration for the United States of America under Deed from District of Columbia Redevelopment Land Agency by Deed dated 06/05/64, recorded 06/26/64 as Instrument No. 21815 in Book No. 12233 at page 459, among the Land Records of the District of Columbia.
Conveyances of lots in Square 351

Lot 817 OWNED BY United States Government created 10/05/65 by plat Book 133 at folio 25.

Out of

(Lots 32, 35, 36) TITLE APPEARS OF RECORD IN: General Services Administration for the United States of America under Deed from District of Columbia Redevelopment Land Agency by Deed dated 06/07/63, recorded 06/28/63 as Instrument No. 20386 in Book No. 12023 at page 269, among the Land Records of the District of Columbia.

Lot 800 owned by United States Government (Lot 800 was created out of lot 5, which happens to be an original lot for the Square, this means that the property was conveyed to the United States between late 1700's and 1930's.)

Conveyances of lots in Square 352

(Lot 40) TITLE APPEARS OF RECORD IN: General Services Administration for the United States of America under Deed from District of Columbia Redevelopment Land Agency by Deed dated 06/07/63, recorded 06/28/63 as Instrument No. 20386 in Book No. 12023 at page 269, among the Land Records of the District of Columbia.

(Lots 818) TITLE APPEARS OF RECORD IN: General Services Administration for the United States of America under Deed from District of Columbia Redevelopment Land Agency by Deed dated 06/05/64, recorded 06/26/64 as Instrument No. 21815 in Book No. 12233 at page 459, among the Land Records of the District of Columbia.

(Lots 51-52) TITLE APPEARS OF RECORD IN: General Services Administration for the United States of America under Deed from District of Columbia Redevelopment Land Agency by Deed dated 04/11/66, recorded 10/03/66 as Instrument No. 31663 in Book No. 12675 at page 119, among the Land Records of the District of Columbia.

(Lots 820) TITLE APPEARS OF RECORD IN: General Services Administration for the United States of America under Deed from District of Columbia Redevelopment Land Agency by Deed dated 06/05/64, recorded 06/26/64 as Instrument No. 21815 in Book No. 12233 at page 459, among the Land Records of the District of Columbia.

Lot 822 of Alley owned by United States Government created 10/05/65 by plat Book 133 at folio 25.

Lot 823 of Street owned by United States Government created 01/31/72 by plat Book 158 at folio 15.
ENCUMBRANCE REPORT

DEED OF TRUST/MORTGAGES: None found

BUILDING RESTRICTION LINE: As may be contained on newly created plat and as enacted by Congress.

RIGHT-of-WAY/ EASEMENT: As contained in Deed of Easement between United States of America, acting by and through the Administrator of General Services, under and pursuant to the powers and authorities contained in the provisions of the Act of October 23, 1962 (76 Stat. 1129, 40 USC 319) and the Washington Metropolitan Area Transit Authority, acting by and through its General Manager, recorded 04/09/85 as Instrument No. 12823, among the Land Records of the District of Columbia.

URBAN RENEWAL PLAN: Property was subject to the Southwest Urban Renewal Project Area C dated June 25, 1963 and as mentioned in vesting deeds, recorded among the Land Records of the District of Columbia. NOTE: Certificate of Completion recorded September 28, 1976 as Instrument No. 22148, among the Land Records of the District of Columbia. (Said document terminates the agreements and covenants in respect to the Urban renewal plan. See copy attached.)

JUDGMENTS, LIENS, FINANCING STATEMENTS: None found

Abstractors’ Note

The back chain will be sent in its entirety next week when we are scheduled to view the records we requested from archives. This report of title is in fact a solid representation of the completed search with exception to the back chain.

Report of Title is good through: June 1st, 2006

Daniel D. Smith

August 17, 2006

NOTE: Real Estate taxes, Special Assessments, and Water/Sewer Service Charges have not been determined and are not a subject of this report. Liability hereunder is limited to the cost said title search is purchased.
STREET OPENING PLAN 139/26 3/11/49

STREET

S21, S04 - S16
2+6

Richard 25 into street

Found at 21nd street

MUCH ACTIVITY AROUND 1962, (URBAN RENWAL TO U.S.)
59 325 ORIGIN LOOTS 1 - 9
ORIG LOT E into LOOTS 10 - 15 PLAT 11/14
Part 7 into 19 - 21 12/21
Part 8 into 22 24/139
Part 4 into 23 27/18
15 - 22 and 809 - 817 into 24 142/7
824 - 821 into 25 143/25

2.7 + 2.8 into street 3.17.4 PLAT 139/25
204 821

S 19 + 3.20 created PLAT 140/191
2.5 created 12 26.0 4 PLAT 143/25
16 + 27 PLAT 143/25
L'Enfant's original lots 1-14 were subdivided into lots 1-30 by plats 1/152 and 3/91.

Lot 805 is only good lot

505 created 9/29/65

\[\text{Street + alley}\]
NEW

1 - 5 into 31-48 Plat 7/29

6 - 10 into 502 7.1.33

11 - 20 into 103 7.1.33

21 - 30 into 31-48 Plat 7/24

31 into 5T+504 Plat 7/29

32 into 51+50 1.10.63 Plat 143/26

33 - 40 into 51 1.10.63 11

41 into 500+501 NO DATE

42 - 46 into 52 1.10.63 Plat 143/26

47 into 419 Plat 123/166

48 into 49 Plat 7/166

49 into 52 1.10.63 Plat 143/26

50 into Street 3.17.25 Plat 137/25

51 into 525 1.24.25 Plat 137/25

52 - 57.5
WHEREAS, pursuant to Section 12 of the District of Columbia Redevelopment Act of 1945, approved August 2, 1946, (60 Stat. 790), as amended, (hereinafter called the "Redevelopment Act"), the National Capital Planning Commission has adopted the modified boundaries for Southwest Urban Renewal Project Area C (hereinafter called the "Project Area") and has adopted a modified Urban Renewal Plan for the Project Area (wherein said boundaries are described) consisting of a Land Use Plan for Project Area C, a Site Development Plan for Project Area C, and a text containing specifications, all as recorded in the Office of the Recorder of Deeds, District of Columbia, in Liber 12309 at Folio 85 et seq., filed November 8, 1965 (hereinafter called the "Urban Renewal Plan"), and the Board of Commissioners of the District of Columbia, after public hearing, have approved said modified boundaries and the Urban Renewal Plan pursuant to said Section 12 of the Redevelopment Act; and

WHEREAS, Section 7(a) of the Redevelopment Act and the Urban Renewal Plan authorize and direct the District of Columbia Redevelopment Land Agency, (hereinafter called the "Agency") to acquire certain parcels of land in the Project Area, more particularly described hereinafter, and dispose of the same to an appropriate public body for public use; and

WHEREAS, Section 7(a) of the Redevelopment Act empowers the Agency to transfer by deed to the United States or to the appropriate Federal public body, department or agency, those pieces of real property which, in accordance with the approved project area urban renewal plan are to be devoted to public uses falling within the construction or administrative jurisdiction of Federal agencies, such as Federal public buildings; said Section further authorizes the Federal agencies to acquire real property from the Agency for the uses respectively specified in the project area plan and to pay for same out of their funds duly appropriated for such
Acquisition, and

WHEREAS, the Agency has acquired title in fee simple absolute to said land; and

WHEREAS, it is contemplated that the Agency will transfer the land aforesaid to the General Services Administration for the United States of America to be devoted to the construction of Federal office buildings in furtherance of the Urban Renewal Plan.

NOW, THEREFORE, this Deed, made this ___ day of ___

in the year ___ by and between the District of Columbia


WITNESSETH, that for and in consideration of the sum of

Six Thousand, Seven Dollars and Fifty-five Cents ($6,007.55), receipt whereof is hereby acknowledged, the Agency does grant, subject to the provisions of the Urban Renewal Plan, unto the United States of America, in fee simple, the following described land and premises, situate in the District of Columbia and known and distinguished as:

Part of Southwest Urban Renewal Project Area “C”, described as follows:

Part of Lot 41, Square 332 of Subdivision by the D. C.

Redevelopment Land Agency, recorded in the Office of the

Surveyor of the District of Columbia in Book 144, page 92,

described as follows:

Beginning for the same at the intersection of the west line of 10th Street and the northerly line of Maryland Avenue, being also the southeast corner of Lot 41; thence along the northerly line of Maryland Avenue, in a southeasterly direction 26.54 feet; thence due North 31.34 feet; thence due east 28.0 feet to the west line of 10th Street; thence along the west line of 10th Street, due south 63.43 feet to the point of beginning, containing 1,674.0 square feet. All as shown on plat of computation.

Part of Lot 24, Square 363 of subdivision by the D.C. Redevelopment Land agency, recorded in the Office of the Surveyor of the District of Columbia in Book 144, page 63, described as follows:

Beginning for the same at the intersection of the east line of 10th Street and the northerly line of Maryland Avenue, being also the southwest corner of Lot 24; thence due north along the line of 10th Street 9.02 feet; thence due east 25.0 feet to the northerly line of Maryland Avenue; thence along the line of said Avenue in a southerly direction 26.84 feet to the point of beginning, containing 111.60 square feet; all as shown on plat of computation recorded in the Office of the Surveyor of the District of Columbia in Survey Book 183, page 42.

Together with all and singular the ways, easements, rights, privileges and appurtenances to the same belonging or in any wise pertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise whatsoever of the Agency, or, in, to, or out of the said land and premises.

AND, the Agency covenants that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

AND, the United States of America, as a part of the consideration herein, accepts, and hereby agrees with the Agency to the faithful performance of, the following covenants, which shall be covenants running with the land, provided, however, that breach thereof shall not cause the land and premises to revert to the Agency, to wit:

FIRST: The United States of America shall carry out or cause to be carried out the applicable provisions of the Urban Renewal
Plan, and shall devote the property conveyed hereby to and only to
the uses specified in the Urban Renewal Plan, and no use shall be
made of any land granted herein nor any building or structure
erected thereon which does not conform to the Urban Renewal Plan,
as said Plan may be hereafter amended from time to time.

SECOND: The United States of America, its successors and
assigns, shall commence construction of any improvements to be
erected on the property conveyed hereby within 360 days after
conveyance of said property to the United States of America and
complete said improvements within 36 months from the date of
commencement thereof subject to force majeure; provided that the
United States is authorized to make such improvements and funds
are available therefor.

THIRD: Until the Agency certifies that all building con-
struction and other physical improvements specified to be done
and made by the United States of America have been completed, the
United States of America shall have no power to convey the pro-
erty conveyed herein, or any part thereof, without written consent
of the Agency.

FOURTH: The United States of America, and its successors
and assigns, shall not discriminate upon the basis of race,
color, creed or national origin in the sale, lease or rental or
in the use or occupancy of the property conveyed hereby or any
improvements erected or to be erected thereon.

TO HAVE AND TO HOLD said land and premises unto to and to the use
of the United States of America, its successors and assigns forever.

IN TESTIMONY WHEREOF the said District of Columbia
Redevelopment Land Agency in accordance with the provisions of a
Resolution of its Board of Directors duly adopted on the 19th
day of January, 1968, has caused these premises to be signed in
its corporate name by Richard R. Atkinson, Vice Chairman, attested by Thomas Appleby, Secretary, and its corporate seal to be hereunto affixed and does hereby constitute and appoint said Richard R. Atkinson, its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver these presents as its act and deed, and the United States of America has caused these presents to be signed on its behalf and in its name by the Administrator of General Services, and the seal of the General Services Administration hereunto affixed, as of the day and year first above written.

ATTEST:

[Signature]

District of Columbia Redevelopment Land Agency

Vice Chairman

ATTEST:

[Signature]

United States of America

By

Administrator

General Services Administration

Witness:

[Signature]

[Signature]
WHEREAS, pursuant to Section 12 of the District of Columbia Redevelopment Act of 1945, approved August 2, 1946, (60 Stat. 790), as amended, (hereinafter called the "Redevelopment Act"), the National Capital Planning Commission has adopted the modified boundaries for Southwest Urban Renewal Project Area C (hereinafter called the "Project Area") and has adopted a modified Urban Renewal Plan for the Project Area (wherein said boundaries are described), consisting of a land use plan for Project Area C, a site development plan for Project Area C, and a text containing specifications, all as recorded in the office of the Recorder of Deeds, District of Columbia, in Liber 11932 at page 320 or seq., filed 1963 (hereinafter called the "Urban Renewal Plan"), and the Board of Commissioners of the District of Columbia, after public hearing, have approved said modified boundaries and the Urban Renewal Plan pursuant to said Section 12 of the Redevelopment Act; and

WHEREAS, Section 7(a) of the Redevelopment Act and the Urban Renewal Plan authorize and direct the District of Columbia Redevelopment Land Agency (hereinafter called the "Agency") to acquire certain parcels of land in the Project Area, as particularly described hereinafter, and dispose of the same to an appropriate public body for public use; and

WHEREAS, Section 7(a) of the Redevelopment Act empowers the Agency to transfer by deed to the United States or to the appropriate Federal public body, department or agency, those pieces of real property which, in accordance with the approved project area urban renewal plan are to be devoted to public uses falling within the construction or administrative jurisdiction of Federal agencies; such as Federal public buildings; said Section further authorizes the Federal agencies to acquire real property from the Agency for the uses respectively specified in the project area plan and to pay for same out of their funds duly appropriated for such acquisition; and

WHEREAS, the Agency has acquired title in fee simple absolute to said land; and

WHEREAS, it is contemplated that the Agency will transfer the land aforesaid to the General Services Administration for the United States of America to be devoted to the construction of Federal office buildings in furtherance of the Urban Renewal Plan.

NOW, THEREFORE, this Deed, made this 7th day of January, in the year 1965, by and between the District of Columbia Redevelopment Land Agency acting pursuant to the above-mentioned Act of Congress, and the United States of America,

WITNESSETH, that for and in consideration of the sum of One Million, Four Hundred Twenty-Five Thousand Three Hundred Twenty-Eight Dollars and Eighty Cents ($1,425,328.80), receipt whereof is hereby acknowledged, the Agency does grant, subject to the provisions of the Urban Renewal Plan, unto the United States of America, in fee simple, the following described land and premises, situate in the District of Columbia and known and distinguished as:

Part of Southwest Urban Renewal Project Area "C", described as follows:
Lot 24, Square 325, Lot 32, Square 331, Lots 72, 73 and 74, Square 383, and Lot 43, Square 384 of Subdivision by the District of Columbia Redevelopment Land Agency, recorded in the office of the Surveyor of the District of Columbia in Book 142, pages 7 and 10 respectively; and
Lots 35 and 36, Square 332, Lot 40, Square 332, Lot 76, Square 332, Lots 45 and 46, Square 384 and Lots 22 and 23, Square 385, of Subdivision by the District of Columbia Redevelopment Land Agency, recorded in the Office of the Surveyor of the District of Columbia in Book 441, pages 46 and 47, respectively.

Together with all and singular the ways, easements, rights, privileges and appurtenances to the same belonging or in anywise pertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise whatsoever of the Agency, or, in to, or out of the said land and premises.

AND, the Agency covenants that it will warrant specially the property hereby conveyed, and that it will execute such further assurances of said land as may be requisite.

AND, the United States of America, as a part of the consideration herein, accepts and hereby agrees with the Agency to the faithful performance of the following covenants, which shall be thereafter shall not cause the land and premises to revert to the Agency, to wit:

FIRST: The United States of America shall carry out or cause to be carried out the applicable provisions of the Urban Renewal Plan, and shall devote the property conveyed hereby to and only to the uses specified in the Urban Renewal plan, and no use shall be erected thereon which does not conform to the Urban Renewal Plan, as said plan may be hereafter amended from time to time.

SECOND: The United States of America, its successors and assigns, shall commence construction of the improvements (Federal Office Building No. 5) on the property conveyed hereby within 360 days after conveyance of said property to the United States of America and complete said improvements within 36 months from the date of commencement thereof subject to force majeure; provided that the United States is authorized to make such improvements and funds are available therefor;

THIRD: Until the Agency certifies that all building construction and other physical improvements specified to be done and made by the United States of America have been completed, the United States of America shall have no power to convey the property conveyed herein, or any part thereof, without written consent of the Agency;

FOURTH: There shall not be affected or executed by the United States of America, or its successors and assigns, any agreement, lease, conveyance or other instrument, whereby the land or any part national origin in the sale, lease or occupancy thereof.

TO HAVE AND TO HOLD said land and premises unto and to the use of the United States of America, its successors and assigns forever.

IN TESTIMONY WHEREOF the said District of Columbia Redevelopment Land Agency, in accordance with the provisions of a Resolution of its Board of Directors duly adopted on the 20th day of April, 1953, has caused these presents to be drawn in its corporate name by Richard A. Atkinson, Vice Chairman, attested by Phil A. Doyle, Secretary, and attested hereunto affixed and made hereby constitute and deliver the same to be hereto affixed and made hereby constitute and deliver the same.
District of Columbia
City of Washington

I, Henry R. Howard, a Notary Public in and for the said District of Columbia, do hereby certify that Richard R. Adkins, Vice Chairman of the Board of Directors of the District of Columbia Redevelopment Land Agency, who is personally well known to me as the person named as the Attorney-in-Fact in the foregoing and annexed Deed, bearing date on the 7th day of June, 1963, personally appeared before me in said District of Columbia and as Attorney-in-Fact as aforesaid, and by virtue of the power vested in him by said Deed, acknowledged the same to be the act and deed of the District of Columbia Redevelopment Land Agency, the grantor therein.

Given under my hand and seal this 7th day of June, 1963.

Henry R. Howard
Notary Public
I, John E. Miller, a Notary Public in and for the District of Columbia, do hereby certify that on the 17th day of June, 1963, Bernard L. Boutin, who is personally well known to me as the Administrator of General Services, acting for the United States of America, and the person who executed the foregoing and annexed Deed, bearing date on the 17th day of June, 1963, personally appeared before me, as in said District of Columbia, and acknowledged that he, as Administrator of General Services, executed the same for the uses and purposes therein described as the free and voluntary act and deed of the United States of America.

Given under my hand and seal this 17th day of June, 1963.

[Signature]

Notary Public

[Stamp]
WHEREAS, pursuant to Section 12 of the District of Columbia Redevelopment Act of 1945, approved August 2, 1946, (60 Stat. 790), as amended, (hereinafter called the "Redevelopment Act"), the National Capital Planning Commission has adopted the modified boundaries for Southwest Urban Renewal Project Area C (hereinafter called the "Project Area") and has adopted a modified Urban Renewal Plan for the Project Area (wherein said boundaries are described) consisting of a Land Use Plan for Project Area C, a Site Development Plan for Project Area C, and a text containing specifications, all as recorded in the Office of the Recorder of Deeds, District of Columbia, in Liber 1218, at Folio 570 et seq., filed March 11, 1964 (hereinafter called the "Urban Renewal Plan"), and the Board of Commissioners of the District of Columbia, after public hearing, have approved said modified boundaries and the Urban Renewal Plan pursuant to said Section 12 of the Redevelopment Act; and

WHEREAS, Section 7(a) of the Redevelopment Act and the Urban Renewal Plan authorize and direct the District of Columbia Redevelopment Land Agency, (hereinafter called the "Agency") to acquire certain parcels of land in the Project Area, more particularly described hereinafter, and dispose of the same to an appropriate public body for public use; and

WHEREAS, Section 7(a) of the Redevelopment Act empowers the Agency to transfer by deed to the United States or to the appropriate Federal public body, department or agency, those pieces of real property which, in accordance with the approved project area urban renewal plan are to be devoted to public uses falling within the construction or administrative jurisdiction of Federal agencies, such as Federal public buildings; said Section further authorizes the Federal agencies to acquire real property from the Agency for the uses respectively specified in the project area plan and to pay for same out of their funds duly appropriated for such acquisition; and
WHEREAS, the Agency has acquired title in fee simple absolute to said land; and

WHEREAS, it is contemplated that the Agency will transfer the land aforesaid to the General Services Administration for the United States of America to be devoted to uses in furtherance of the Urban Renewal Plan.

NOW, THEREFORE, this Deed, made this 5th day of JUNE in the year 1964, by and between the District of Columbia Redevelopment Land Agency acting pursuant to the above-mentioned Act of Congress, and the United States of America.

WITNESSETH, that for and in consideration of the sum of Fifty-Eight Thousand Four Hundred Twenty-One Dollars and Twelve Cents ($58,421.12), receipt whereof is hereby acknowledged, and the conveyance by the General Services Administration for the United States of America to the Agency of certain real property in Squares 577, 582 and 638 in Southwest Urban Renewal Project Area C, which conveyance has been accomplished, the Agency does grant, subject to the provisions of the Urban Renewal Plan, unto the United States of America, in fee simple, the following described land and premises, situate in the District of Columbia and known and distinguished as:

Part of Southwest Urban Renewal Project Area "C", described as follows:

Lot 51, Square 326 containing 17,408.18 square feet and Lot 52, Square 326, containing 9,313.878 square feet, as shown on plat of subdivision recorded in the Office of the Surveyor of the District of Columbia on 113, Page 25; Lot 25, Square 325, containing 10.51 square feet and Lot 26, Square 325, containing 8,234.39 square feet, as shown on plat of subdivision recorded in the Office of the Surveyor of the District of Columbia at Book 113, Page 23; Part of Lot 26, in Square 385, of subdivision recorded in the Office of the Surveyor of the District of Columbia in Book 144, Page 36, described as follows:

Beginning for the same at a point in the east line of 10th Street, S.W., said point being due North 8.92 feet from the intersection of the northerly line of Maryland Avenue, S.W., with the said west line of 10th Street; and running thence due North 52.59 feet to the north line of Lot 26 in Square 325; thence along said line due East 174.09 feet to the northerly line of said Maryland Avenue; thence along said line in a Southwesterly direction 157.82 feet; thence due West 25.0 feet to the point of beginning, containing 8442.64 square feet. All as shown on plat of computation approved in the Office of the Surveyor of the District of Columbia in Survey Book 164, Page 42.
Part of Lot 41 in Square 352, of subdivision recorded in the Office of the Surveyor of the District of Columbia in Book 144, Page 62, described as follows:

BEGINNING for the same at a point in the west line of 10th Street, S.W., said point being the northeast corner of Lot 41 in Square 352, and running thence along the said west line of 10th Street due South 52.74 feet; thence due West 25.0 feet; thence due South 71.14 feet to the northerly line of Maryland Avenue, S.W., thence along said line in a Southwesterly direction 339.22 feet to the westerly line of said Lot 41; thence along said westerly line in a Northwesterly direction along the arc of a circle, the radius of which is 750.0 feet, deflecting to the left an arc distance of 47.31 feet; thence due East 32.55 feet; thence due North 17.70 feet; thence in a Southwesterly direction 4.65 feet; thence due West 21.52 feet to the said westerly line of Lot 41; thence along said line in a Northwesterly direction along the arc of a circle, the radius of which is 750.0 feet, deflecting to the left an arc distance of 68.24 feet to a public alley (10.0 feet wide); thence along the south line of said alley due East 76.62 feet; thence due North 20.0 feet; thence due West 25.17 feet; thence due South 10.0 feet to the north line of said public alley (10.0 feet wide); thence along said line due West 55.49 feet to the westerly line of Lot 41; thence along said line in a Northwesterly direction along the arc of a circle, the radius of which is 750.0 feet, deflecting to the left an arc distance of 20.83 feet to the northwest corner of said Lot 41; thence along the north line of said lot due East 139.36 feet to the point of beginning, containing 17,405.0 square feet; all as shown on plat of computation recorded in the Office of the Surveyor of the District of Columbia in Survey Book 178, Page 48.

Together with all and singular the ways, easements, rights, privileges and appurtenances to the same belonging or in anywise

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pertaining, and all the suite, right, title, interest and claim, either at law or in equity, or otherwise whatsoever of the Agency, of, in, to, or out of the said land and premises.

AND, the Agency covenants that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

AND, the United States of America, as a part of the consideration herein, accepts, and hereby agrees with the Agency to the faithful performance of, the following covenants, which shall be covenants running with the land, provided, however, that breach thereof shall not cause the land and premises to revert to the Agency, to wit:

FIRST: The United States of America shall carry out or cause to be carried out the applicable provisions of the Urban Renewal Plan, and shall devote the property conveyed hereby to and only to the uses specified in the Urban Renewal Plan, and no use shall be made of any land granted herein nor any building or structure erected thereon which does not conform to the Urban Renewal Plan, as said Plan may be hereafter amended from time to time;

SECOND: The United States of America, its successors and assigns, shall commence construction of improvements on the property conveyed herein within 360 days after conveyance of said property to the United States of America and complete said improvements within 36 months from the date of commencement thereof subject to force majeure; provided that the United States is authorized to make such improvements and funds are available therefor;

THIRD: Until the Agency certifies that all building construction and other physical improvements specified to be done and made by the United States of America have been completed, the United States of America shall have no power to convey the property conveyed herein, or any part thereof, without written consent of the Agency;

FOURTH: The United States of America, or its successors and assigns,
shall not effect or execute any agreement, lease, conveyance or other instrument, whereby the property or any part thereof is restricted upon the basis of race, creed, color or national origin in the sale, lease or occupancy thereof; nor discriminate upon the basis of race, creed, color or national origin in the use or occupancy of the property or any part thereof or any improvements erected or to be erected thereon or any part thereof and, in addition, shall comply with all laws applicable to the District of Columbia, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy of the property hereby conveyed.

TO HAVE AND TO HOLD said land and premises unto and to the use of the United States of America, its successors and assigns forever.

IN TESTIMONY WHEREOF the said District of Columbia Redevelopment Land Agency in accordance with the provisions of a Resolution of its Board of Directors duly adopted on the 20th day of May, 1964, has caused these presents to be signed in its corporate name by Richard R. Atkinson, Vice Chairman, attested by Phil A. Doyle, Secretary, and its corporate seal to be hereunto affixed and does hereby constitute and appoint said Richard R. Atkinson its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver these presents as its act and deed, and the United States of America has caused these presents to be signed on its behalf and in its name by the Regional Administrator, General Services Administration, Region III, and the seal of the General Services Administration hereunto affixed, as of the day and year first above written.

District of Columbia Redevelopment Land Agency
By Richard R. Atkinson
Vice Chairman

UNITED STATES OF AMERICA
By David Phillips
Regional Administrator
General Services Administration
Region VII

WITNESS:

[Signature]
[Seal]
District of Columbia
City of Washington

I, Henry A. Rosdell, a Notary Public in and for the said District of Columbia, do hereby certify that Richard R. Atkinson, Vice Chairman of the Board of Directors of the District of Columbia Redevelopment Land Agency, who is personally well known to me as the person named as the Attorney-in-Fact in the foregoing and annexed deed, bearing date on the 20th day of June, 1964, personally appeared before me in said District of Columbia and as Attorney-in-Fact as aforesaid, and by virtue of the power vested in him by said Deed, acknowledged the same to be the act and deed of the District of Columbia Redevelopment Land Agency, the grantor therein.

Given under my hand and seal this 5th day of June, 1964.

Henry A. Rosdell
Notary Public

ACKNOWLEDGMENT

United States of America
District of Columbia

I, Henry A. Rosdell, a Notary Public in and for the District of Columbia aforesaid, hereby certify that on the 20th day of June, 1964, David Phillips who is personally well known to me as the Regional Administrator, General Services Administration, Region III, acting for the United States of America, and the person who executed the foregoing and annexed Deed, bearing date on the 5th day of June, 1964, personally appeared before me in said District of Columbia and acknowledged that he, as Regional Administrator, General Services Administration, Region III, executed the same for the same purpose therein accepted as the true and voluntary act and deed of the United States of America.

Henry A. Rosdell
Notary Public
My commission expires October 14, 1966.
This Deed, made this day of
in the year Nineteen hundred and thirty-one, by and between LOUIS H. CHURCH
and EULALIA S. CHURCH, his wife, in the District of Columbia, parties
hereof of the first part, and UNITED STATES OF AMERICA, party hereto
of the second part;

Witnessesth, that for and in consideration of the sum of Eight thousand
Dollars, the said part 3/8 of the first part, do grant,
unto the said part 7/8 of the second part, in fee simple,

the following described land and premises, with the improvements, easements and appurtenances
thereunto belonging, situate in the District of Columbia, namely: Lot Thirty-one (31) in
James R. Church's Second Division in Square Three hundred and twenty-six
Lot as it is or shall be platted recorded in Title J. B. H. Folio 441 of the Records
hereof of the Surveyor of the District of Columbia.

And convey and give to the right, title and interest of the parties
thereof in and to all streets, roads, avenues, alleys, public parks, streets, or any
property, or any part thereof, abutting or pertaining to the above de-
Deed

Louise M. Church and wife

TO

United States of America

Received for Record on the 5th day of Dec. A.D. 1931 at 11:45 a.m., and recorded in Liber No. 6391 at p.s. 809, one of the Land Records for the District of Columbia, and examined by

Jefferson H. F. Clark

The Real Estate Title Insurance Company
The Columbia Title Insurance Company
503 E Street N.W. Washington, D.C.
"At a meeting of the Board of Trustees of W. B. Moses & Sons, Inc. held on the 12th day of September, 1931, the following resolution was unanimously adopted:

WHEREAS, on the 21st day of March 1928, a special meeting of stockholders of W. B. Moses & Sons Inc. was held to pass on certain real estate transactions of the company, including mortgaging on the store property and sale of warehouse site;

AND WHEREAS, the following resolution was passed and the vote of stockholders present and by proxy was recorded:

'Approval is given for the sale of the property, square 392, lots 6 to 20, inclusive, at 12th and D Streets, N.W. If such sale appears desirable to the officers of the company and further the president is authorized to make such terms in connection therewith as may appear most suitable, including fixing the amount of any mortgage that may have to be taken back by the company and to perform such other acts as may be necessary in connection with the sale of this property.'

AND WHEREAS, the Board of Trustees notes the above resolution inscribed in the minutes of the 21st day of March 1928 and furthermore, that the number of shares of stock of W. B. Moses & Sons, Inc. voting in favor of the resolution in person and by proxy, totaled seven thousand seven hundred and forty-seven (7,747) shares out of a total of eight thousand five hundred and ninety-nine (8,599) shares issued and outstanding.

THEREFORE, be it resolved that the president of this Corporation be, and he is hereby authorized and directed to accept the offer of the United States of America, to purchase the property referred to owned by this Corporation and situate in the City of Washington, District of Columbia,
namely: Lots six (6) to twenty (20) both inclusive, in George W. Riggs' subdivision of Square Three Hundred and twenty-six (326), as said subdivision is recorded in Liber W. F. folio 91 of the Records of the office of the Surveyor of the District of Columbia;"

"AND that the president be and he is hereby authorized and directed to execute and deliver in the name of this Corporation a deed sufficient and adequate to convey the said real estate in fee simple to the said UNITED STATES OF AMERICA, on compliance by it with the terms of said offer."

THIS IS TO CERTIFY that the foregoing is a true copy of the resolution adopted by the Board of Trustees of W. H. Moore & sons, Inc. held on the 18th day of September, 1931 and including therein copy of resolution of stockholders' meeting held on the 21st day of March, 1928.

[Signature]
SECRETARY
And the said LOUIS M. CHURCH, generally to warrant and convey the property hereby conveyed

and to execute such further assurances of said land as may be requisite.

Witness their hand and seal, on the day and year first hereinbefore written.

Signed, sealed and delivered in the presence of—

LOUIS M. CHURCH (SEAL)
HENRIETTA E. CHURCH (SEAL)

DISTRICT OF CALIFORNIA

To wit:

II. A Notary Public in and for the said District do hereby certify that LOUIS M. CHURCH and HENRIETTA E. CHURCH, his wife, parties to a certain Deed bearing date on the 5th day of July, A.D. 1921, and hereto annexed, personally appeared before me in the said District, the said LOUIS M. CHURCH and HENRIETTA E. CHURCH, his wife,

being personally well known to me as the person who executed the said Deed, and acknowledged the same to be their act and deed.

Given under my hand and official seal, this 31st day of July, A.D. 1922,

Chas. C. Rosson
Notary Public
The District of Columbia Redevelopment Land Agency (hereinafter referred to as the "AGENCY"), party to Deed of Conveyance No. HLA-PUD-25, dated June 25, 1963, and on file in the Office of the Recorder of Deeds for the District of Columbia, does hereby certify that the District of Columbia, a municipal corporation, (hereinafter referred to as the "DISTRICT"), also a party to the aforesaid Deed of Conveyance, and developer of Lots 27 and 28 in Square 325, Lot 30 in Square 325; Lots 37, 38, and 39 in Square 352; Lot 43 in Square 353 within the Southwest Urban Renewal Project Area C, did commence construction of the improvements promptly after conveyance of the property by the AGENCY to the DISTRICT and the DISTRICT did complete said improvements in conformance with the Urban Renewal Plan for the Southwest Urban Renewal Project Area C.

This Certificate does hereby constitute a conclusive determination of satisfaction and termination of the agreements and covenants in the Deed of Conveyance obligating the DISTRICT and its successors and assigns, with respect to the construction of the improvements and the dates for beginning and completion thereof.

IN TESTIMONY WHEREOF, the said District of Columbia Redevelopment Land Agency has caused these presents to be signed in its corporate name by Albert M. Miller, its Secretary, attested by Frances S. Sloan, its Assistant Secretary, and its Corporate Seal to be hereunto affixed and does hereby constitute and appoint said Albert M. Miller its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver these presents as its act and deed.

DISTRICT OF COLUMBIA
REDEVELOPMENT LAND AGENCY

By

Albert M. Miller
Secretary

(Seal)

ACKNOWLEDGMENT

United States of America)

District of Columbia)

I, Charles O. Kayford, a Notary Public in and for the said District of Columbia, do hereby certify that Albert M. Miller, who is personally well known to me (or, proved by the oaths of credible witnesses to be) the person named as the Attorney-in-Fact in the foregoing Certificate of Completion, bearing date on the 14th day of April, 1972, personally appeared before me in said District of Columbia and as Attorney-in-Fact as aforesaid, and by virtue of the power vested in him by said Certificate of Completion, acknowledged the name to be the act and deed of the District of Columbia Redevelopment Land Agency.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 14th day of April, 1972, A.D.

[Seal]

Charles O. Kayford
Notary Public

My Commission Expires March 31, 1961
THIS DEED OF EASEMENTS, made this 20th day of October, 1963, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authorities contained in the provisions of the Act of October 23, 1962, (76 Stat. 1129, 40 USC 319), hereinafter called the Grantor, and the WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, acting by and through its General Manager, hereinafter called the Grantee;

WITNESSETH THAT the parties hereto,

(a) in consideration of the payment of the sum of $67,500, and other good and valuable considerations mutually exchanged, the receipt and sufficiency of which are hereby mutually acknowledged, do this day agree as follows:

1. The Grantor, pursuant to 40 USC 319 and paragraph 20 of the Washington Metropolitan Area Transit Authority Compact, consented to and enacted by Congress in Public Law 99-774, approved November 6, 1986, 80 Stat. 1324, does hereby grant and quitclaim to the Grantee, its successors and assigns (hereinafter the Grantee and Grantee shall include their successors and assigns) the hereinafter described permanent and assignable easements, rights and rights-of-way for rapid transit facilities, in, upon, under, over, above, and across the following 12 parcels of land:

PANCEL 1: For a permanent surface easement, which includes aerial and subsurface rights, all the following described land and premises, with the improvements and appurtenances belonging, situate, lying and being in the City of Washington, District of Columbia which is described by metes and bounds as follows:

For part of Lot 26, Square 325 recorded in the Office of the Surveyor for the District of Columbia in Record Book 163, Page 23, beginning for the same at the end of the two following courses and distances from the intersection of the east line of 12th Street, SW, with the southwesterly line of a public highway: (1) along the east line of 12th Street due south 97.75 feet; (2) S 29°53'49" E 30.05 feet to the beginning of the parcel herein to be described; proceeding thence N 58°40'11" W 7.50 feet; thence S 29°53'49" E 42.21 feet; thence S 60° 36'11" W 15.00 feet; thence N 29°53'49" W 42.21 feet; thence N 60°06' 11" W 7.50 feet to the beginning containing 633.51 square feet; all as shown on a PLAT of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 193, Page 140.
PARCEL 2: All the following described land and premises, with the improvements, casements and appurtenances thereto belonging, situate, lying and being in the City of Washington, District of Columbia, and located at and beneath, without lower limit, a horizontal plane at an elevation of 18.0 feet above mean sea level, datum as established by the United States Coast and Geodetic Survey, 1929 General Adjustment, said horizontal plane being parallel, identical and in vertical alignment with a plane at the surface, which is described by metes and bounds as follows:

For the remainder of Lot 5; Square 325, recorded in the Office of the Surveyor for the District of Columbia in Record Book 2, Page 325, and the remainder of Lot 23 recorded in Book 27, Page 18 and described in one place beginning for the same at the intersection of the east line of 12th Street, SW., with the southwesterly line of a public highway; proceeding thence along said southwesterly line S 39°12'10" W 53.23 feet; thence S 60°06'14" W 38.69 feet to the east line of 12th Street; thence along said east line due north 59.46 feet to the beginning; containing 901.68 square feet; all as shown on a plat of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 193, Page 140.

PARCEL 3: All the following described land and premises, with the improvements, casements and appurtenances thereto belonging, situate, lying and being in the City of Washington, District of Columbia, and located at and beneath, without lower limit, a horizontal plane at an elevation of 31.3 feet above mean sea level, datum as established by the United States Coast and Geodetic Survey, 1929 General Adjustment, said horizontal plane being parallel, identical and in vertical alignment with a plane at the surface, which is described by metes and bounds as follows:

For part of Lot 2b; Square 325 recorded in the Office of the Surveyor for the District of Columbia in Record Book 143, Page 25, and parts of the remainders of Lots 2, 3 and 4 recorded in Book 2, Page 325 and described in one place beginning for the same at the end of the two following courses and distances from the northwest corner of said Lot 2b: (1) along the east line of 12th Street, due south 89.50 feet; (2) due east 57.41 feet to the beginning of the parcel herein to be described; proceeding thence northwesterly along the arc of a circle describing to
the right, the radius of which is 1113.33 feet, an arc distance of 20.53 feet; thence S 60°06'11" W 22.21 feet; thence N 29°53'49" W 51.27 feet; thence N 60°06'11" E 12.50 feet; thence N 29°53'49" W 25.05 feet to the east line of 12th Street; thence along said east line due north 18.29 feet; thence N 60°06'11" E 38.09 feet to the southeasterly line of a public highway; thence along said southeasterly line S 39°12'16" E 94.81 feet; thence S 29°53'49" W 15.92 feet; thence S 60°06'11" W 9.53 feet; thence southeasterly along the arc of a circle deflecting to the left, the radius of which is 1086.67 feet, an arc distance of 53.67 feet; thence due west 66.09 feet to the beginning, containing 8887.80 square feet; all as shown on a plot of computation recorded in the office of the Surveyor for the District of Columbia in Survey Book 193, Page 140.

PARCEL 4: All the following described land and premises, with the improvements, appurtenances and appurtenant thereto belonging, situate, lying and being in the City of Washington, District of Columbia, and located at and bounded, without lower limit, a horizontal plane at an elevation of 12.6 feet above mean sea level, as shown as established by the United States Coast and Geodetic Survey, 1924 General Adjustment, said horizontal plane being parallel and identical and in vertical alignment with a plane at the surface, which is described by metes and bounds as follows:

For part of Lot 31, Square 328, recorded in the Office of the Surveyor for the District of Columbia in Record Book 143, Page 26; the remainder of Lot 31 recorded in Book 241 and part of "C" Street (closed by Record Book 133, Page 25) and described in one place beginning for the same at a point in the west line of 11th Street, SW., said point being due south 74.65 feet from the southeasterly line of a public highway; proceeding thence southeasterly along the arc of a circle deflecting to the right the radius of which is 1113.33 feet, an arc distance of 229.94 feet; thence due east 31.09 feet; thence southeasterly along the arc of a circle deflecting to the left, the radius of which is 1086.67 feet, an arc distance of 179.81 feet to the west line of 11th Street; thence along said west line due south 38.44 feet to the beginning; containing 5465.24 square feet; all as shown on a plot of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 193, Page 140.
PARCEL 5: All the following described land and premises, with the improvements, appurtenances thereto belonging, situate, lying and being in the City of Washington, District of Columbia, and located as and beneath, without lower limit, a horizontal plane at an elevation of 12.6 feet above mean sea level, datum as established by the United States Coast and Geodetic Survey, 1929 General Adjustment, said horizontal plane being parallel, identical and in vertical alignment with a plane at the surface, which is described by metes and bounds as follows:

For part of Lot 51, Square 326, recorded in the Office of the Surveyor for the District of Columbia in Record Book 141, Page 26; the remainder of Lot 51 recorded in Book BNB 241 and part of 11th Street (closed by Record Book 133, Page 25) and described in one piece beginning for the same at a point in the west line of 11th Street, SW., said point being due south 27.51 feet from the southwesterly line of a public highway; proceeding thence northwesterly along the arc of a circle deflecting to the right the radius of which is 1113.33 feet, an arc distance of 172.26 feet; thence due west 12.57 feet; thence southwesterly along the arc of a circle deflecting to the left, the radius of which is 1086.67 feet, an arc distance of 89.92 feet to the southwesterly line of a public highway; thence along said southwesterly line N 31°11'20" E 40.70 feet to the west line of 11th Street; thence along said west line 27.51 feet to the beginning; containing 7798.53 square feet; all as shown on a plat of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 193, Page 140.

PARCEL 6: For permanent surface assessment, which includes aerial and subsurface rights, all the following described land and premises, with the improvements and appurtenances belonging, situate, lying and being in the City of Washington, District of Columbia, which is described by metes and bounds as follows:

For part of Lot 41, Square 352, recorded in the Office of the Surveyor for the District of Columbia in Record Book 114, Page 62 beginning for the same at the end of the two following courses and distances from the intersection of the easterly line of 11th Street, SW., with the northerly line of Maryland Avenue (closed by Record Book 158, Page 15):

(1) Along the aforesaid northerly line N 70°28'00" E 100.62 feet;
(2) N 32°23'47" W 3.44 feet to the beginning in the parcel herein to be described; proceeding thence N 57°36'13" W 30.0 feet; thence N 32°23'47" W 11.0 feet; thence S 57°36'13" E 30.0 feet; thence S 32°23'47" W 13.0 feet to the beginning, containing 390.0 square feet; all as shown on a plot of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 194, Page 12.

PARCEL 7: All the following described land and premises, with the improvements, appurtenances and appurtenances thereto belonging, situate, lying and being in the City of Washington, District of Columbia, and located at and beneath, without lower limit, a horizontal plane at an elevation of 3.4 feet above mean sea level, datum as established by the United States Coast and Geodetic Survey, 1929 General Adjustment, said horizontal plane being parallel, identical and in vertical alignment with a plane at the surface, which is described by metes and bounds as follows:

For part of Lot 41, Square 352, recorded in the Office of the Surveyor for the District of Columbia in Record Book 144, Page 62, beginning for the same at a point in the westerly line of 11th Street, SW., said point being northerly along the arc of a circle deflected to the left, the radius of which is 750.0 feet, an arc distance of 63.46 feet from the northerly line of Maryland Avenue (closed by record book 158, page 15); proceeding thence still along 11th Street and the said radius for an arc distance of 9.74 feet; thence southerly along the arc of a circle deflected to the left, the radius of which is 1085.67 feet, an arc distance of 16.18 feet; thence due west 11.87 feet to the beginning, containing 57.44 square feet; all as shown on a plot of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 194, Page 12.

PARCEL 8: All the following described land and premises, with the improvements, appurtenances and appurtenances thereto belonging, situate, lying and being in the City of Washington, District of Columbia, and located at and beneath, without lower limit, a horizontal plane at an elevation of 3.4 feet above mean sea level, datum as established by the United States Coast and Geodetic Survey, 1929 General Adjustment, said horizontal plane being parallel, identical and in vertical alignment with a plane at the surface, which is described by metes and bounds as follows:
For part of Lot 41, Square 352, recorded in the Office of the Surveyor for the District of Columbia in Record Book 144, Page 62, beginning for the same at a point in the northerly line of Maryland Avenue (closed by Record Book 158, Page 15), said point being N 70°28′00″ E 100.62 feet from the easterly line of 11th Street, SW; thence N 32°23′47″ E 15.08 feet; thence northeastly along the arc of a circle deflecting to the left, the radius of which is 1066.67 feet, an arc distance of 12.19 feet to the said northerly line of Maryland Avenue (closed); thence S 70°28′00″ W 19.74 feet to the beginning containing 91.61 square feet; all as shown on a plot of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 194, Page 12.

PART II: All of the following described land and premises, with the improvements, easements and appurtenances thereto belonging, situate, lying and being in the City of Washington, District of Columbia, and located as and beneath, without lower limit, a horizontal plane at an elevation of 31.1 feet above mean sea level, datum as established by the United States Coast and Geodetic Survey, 1929 General Adjustment, said horizontal plane being parallel and in vertical alignment with a plane at the surface, which is described by metes and bounds as follows:

For part of Lot 41, Square 352, recorded in the Office of the Surveyor for the District of Columbia in Record Book 144, Page 62, beginning for the same at a point in the northerly line of Maryland Avenue (closed by Record Book 158, Page 15), said point being N 70°28′00″ E 69.97 feet from the westerly line of 11th Street, SW; thence northeasterly along the arc of a circle deflecting to the right, the radius of which is 1066.67 feet, an arc distance of 11.10 feet; thence N 32°23′47″ E 27.48 feet; thence S 37°36′13″ E 30.0 feet; thence S 32°23′47″ W 3.44 feet to the said northerly line of Maryland Avenue (closed); thence along said northerly line S 70°28′00″ W 30.65 feet to the beginning, containing 598.46 square feet; all as shown on a plot of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 194, Page 12.
PARCEL 10: All of the following described land and premises, with the improvements, appurtenances thereto belonging situate, lying and being in the City of Washington, District of Columbia, and located at and beneath, without lower limit, a horizontal plane at an elevation of 3.4 feet above mean sea level, datum as established by the United States Coast and Geodetic Survey, 1929 General Adjustment, said horizontal plane being parallel, identical and in vertical alignment with a plane at the surface, which is described by metes and bounds as follows:

For part of Lot 41, Square 152, recorded in the Office of the Surveyor for the District of Columbia in Record Book 144, Page 62, beginning for the same at a point in the westerly line of 11th Street, NW, said point being northeasterly along the arc of a circle deflecting to the left, the radius of which is 750.0 feet, an arc distance of 87.39 feet from the northerly line of Maryland Avenue (closed by Record Book 158, Page 15); proceeding thence south along 11th Street, and the aforesaid radius, 28.83 feet; thence southeasterly along the arc of a circle deflecting to the left, the radius of which is 1086.67 feet, an arc distance of 110.03 feet; thence N 32°23'47" W 27.63 feet; thence northeasterly along the arc of a circle deflecting to the right, the radius of which is 1113.73 feet, an arc distance of 84.86 feet to the beginning, containing 2641.06 square feet; all as shown on a plat of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 194, Page 12.

PARCEL 11: All the following described land and premises, with the improvements, appurtenances thereto belonging situate, lying and being in the City of Washington, District of Columbia, and located at and beneath, without lower limit, a horizontal plane at an elevation of 3.4 feet above mean sea level, datum as established by the United States Coast and Geodetic Survey, 1929 General Adjustment, said horizontal plane being parallel, identical and in vertical alignment with a plane at the surface, which is described by metes and bounds as follows:

For part of Lot 41, Square 152, recorded in the Office of the Surveyor for the District of Columbia in Record Book 144, Page 62, beginning for the same at a point in the westerly line of 11th Street, NW, said point being northeasterly along the arc of a circle deflecting to the left, the radius of which is 750.0 feet, an arc distance of 87.33 feet from the
northerly line of Maryland Avenue (closed by Record Book 158, Page 15); proceeding thence along the westerly line of 11th Street along the arc of the said circle, an arc distance of 16,13 feet; thence due west 11,87 feet; thence southwesterly along the arc of a circle deflecting to the left, the radius of which is 1086.67 feet, an arc distance of 15,10 feet; thence due south 7,30 feet; thence due west 22.55 feet to the beginning containing 319.73 square feet; all as shown on a plat of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 194, Page 12.

PARCEL 12: All the following described land and premises, with the improvements, appurtenances and appurtenances thereto belonging, situate, lying and being in the City of Washington, District of Columbia, and located at and beneath, without lower limit, a horizontal plane at an elevation of 31.4 feet above mean sea level, datum as established by the United States Coast and Geodetic Survey, 1929 General Adjustment, said horizontal plane being parallel, identical and in vertical alignment with a plane at the surface, which is described by metes and bounds as follows:

Par lot of Lot 41, Square 352, recorded in the Office of the Surveyor for the District of Columbia in Record Book 144, Page 62, beginning for the same at a point in the northerly line of Maryland Avenue (closed by Record Book 158, Page 15) said point being N 70°28'100" E 36.45 feet from the westerly line of 11th Street, SW; proceeding thence northwesterly along the arc of a circle deflecting to the right, the radius of which is 1113.33 feet, an arc distance of 43.98 feet from the westerly line of 11th Street; thence along said line northwesterly along the arc of a circle deflecting to the left, the radius of which is 750.00 feet, an arc distance of 10.01 feet; thence due west 22.55 feet; thence due north 7.20 feet; thence northwesterly along the arc of a circle deflecting to the left, the radius of which is 1086.67 feet, an arc distance of 35.47 feet to the northerly line of the said Maryland Avenue (closed); thence along said northerly line S 70°28'100" W 33.52 feet to the beginning, containing 1358.71 square feet; all as shown on a plat of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 194, Page 12,
2. The Grant shall be deemed to include, solely within the easements granted, the right to excavate or, construct, maintain, use and replace rapid transit facilities, as required, together with the right of Grantee to review plans and specifications for excavation or construction above or adjacent to the herein described easement areas prior to the start of any excavation or construction above or adjacent to the easement areas, said review to be limited to and for the sole purpose of assuring timely determination that such proposed construction will not endanger the structural integrity of the rapid transit facilities and not interfere with the free flow of air from the vent shafts. The aforesaid plans and specifications must be delivered at least sixty (60) working days prior to start of excavation or construction, unless otherwise agreed by the parties.

3. Rapid transit facilities include subsurface vaults, tunnels, rails, viaducts, rights-of-way, necessary utilities including wires, cables, pipes, conduits, and appurtenances to all the foregoing.

4. Grantor shall have necessary access between the easement property and the surface of the public street for purposes of construction, maintenance, repair, replacement or removal of structures and equipment necessary or useful for the proper functioning and operation of the rapid transit facilities.

5. It is understood and agreed that Grantor, except for the easement herein granted, retains all rights to fully use and enjoy its property including the right to build, maintain, remove, demolish, replace, rebuild or alter a structure or structures over, upon, above, or adjacent to the easement property, provided that:

6. Grantor shall use its property without impeding, obstructing or distracting from use and enjoyment of this easement by Grantee or the General Public.

7. Where reference is made to Grantor’s property the term includes foundations, footings, buildings, structures, vaults, facillstions, sewers, pipelines, conduits, cables, drains, walks, and any other property of the Grantor.

8. Grantee may install, maintain, or renew rapid transit facilities including walls, columns, partitions or signs as well as vertical or horizontal support by foundations, columns and bracing, provided that each of the foregoing is accomplished in a way which protects, and without impeding or
decreasing from, Grantee's use and enjoyment of its property, particularly in
regard to structural protection and minimizing vibration, concussion and noise
carried on by excavation, construction, replacement, operation or maintenance of
rapid transit facilities.

7. Each and every one of the rights granted herein shall be exercised
at the sole cost and expense of the moving party and without payment of
further consideration to the other. In the exercise of any such right no
additional load or pressure shall be transmitted by the moving party to the
other's property except upon the latter's granting of consent in writing,
which consent shall not be unreasonably withheld.

8. The Grantee shall arrange for supervision of the construction,
maintenance and operation of the rapid transit facilities.

9. These covenants may be terminated by mutual consent or by the Grantor,
if there is a non-use of the easements for the purpose for which granted for
a consecutive two-year period.

10. Upon completion of construction of the rapid transit facilities
within the property defined by this document, the Grantee shall promptly
rebuild or restore, in a condition equivalent to that prior to the commence-
ment of such construction, all facilities of any nature (including but not
limited to sidewalks, streets, structures and utilities) which are situated
below, on, above or adjacent to the surface of the land within or outside
the property area described and defined in this document and which are
damaged as a consequence of the construction, maintenance or operation of the
rapid transit facilities. Thereafter, the Grantee shall remain similarly
responsible for replacement and restoration of all facilities which are
situated below, on and above the surface of the property described in this
document and which are damaged as a consequence of the operation of the rapid
transit tunnel facilities or the Grantee's performance of maintenance work
thereon.

11. Grantee will have a comprehensive insurance program with limits of not
less than $5 million for each occurrence covering liability for injury to
persons and damage to property directly or indirectly occurring in connection
with or in any way incident to or arising out of the occupancy, use, service,
operations or performance of work in connection with this easement. It is
agreed that the United States of America shall be made an additional insured
in such rapid transit operational insurance.
12. The Grantee shall comply with all applicable Federal, state, municipal and local laws, and the rules, orders, regulations and requirements of the Federal Government.

The Grantee does appoint Joseph J. Holdson as its attorney-in-fact, for the purpose of acknowledging this Deed of Easements to be the act and deed of Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Easements to be executed and sealed as of this 23rd day of October, 1983.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

BY: [Signature]
TITLE: Director

WASHINGTON METROPOLITAN AREA
TRANSPORTATION AUTHORITY

BY: [Signature]
TITLE: Director

ATTEST: [Signature]
WILLIAM W. DAYTON
WITNESSES:

1. William W. Dayton, Notary Public in and for the District of Columbia, whose commission as such expires on the 31st day of July, 1983, do hereby certify that William B. Jenkin, a party to a Deed of Easements being executed on the 23rd day of October, 1983, hereto annexed, personally appeared before me in said District, the said William B. Jenkin, being personally well known to me as (or proved by the oath of credible witnesses to be) the person who executed the said Deed, and acknowledged the same to be his act and deed.

Given under my hand and seal this 23rd day of October, 1983,

[Signature]
Notary Public

(SEAL)
United States of America

District of Columbia

I, Reg F. A. M. E. R. L. M. R. E. M. R. E. M., Notary Public in and for the District of Columbia, whose commission as such expires on the 31st day of February, 1925, do hereby certify that Joseph T. Muhlenen, party to a deed of easement bearing date on the 20th day of October, 1923, and hereon annexed, personally appeared before me in said District, the said Joseph T. Muhlenen, being personally well known to me as (or proved by the oath of credible witnesses to be) the person who executed the said deed, and acknowledged the same to be his act and deed.

Given under my hand and seal this 20th day of October, 1923.

[Notary Public Seal]

(SEAL)