

**COUNCIL OF THE DISTRICT OF COLUMBIA  
COMMITTEE OF THE WHOLE  
COMMITTEE REPORT**

1350 Pennsylvania Avenue, NW, Washington, DC 20004

DRAFT

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**TO:** All Councilmembers

**FROM:** Chairman Phil Mendelson  
Committee of the Whole

**DATE:** February 2, 2016

**SUBJECT:** Report on Bill 21-449, the “Dedication and Designation of Land for Street Purposes in Squares 3185 and 3186, S.O. 13-11003, Act of 2016”

The Committee of the Whole, to which Bill 21-449, the “Dedication and Designation of Land for Street Purposes in Squares 3185 and 3186, S.O. 13-11003, Act of 2016” was referred, reports favorably thereon, and recommends approval by the Council.

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**I. BACKGROUND AND NEED**

On October 23, 2015, Bill 21-449, the “Dedication and Designation of Land for Street Purposes in Squares 3185 and 3186, S.O. 13-11003, Act of 2016” was introduced by Chairman Mendelson at the request of the Mayor.<sup>1</sup> Bill 21-449 would order the dedication of a four foot wide strip of land in Squares 3185 and 3186 for the purpose of expanding the Metropolitan Branch Trail by widening Spring Place, N.W. The applicant is Keystar Spring, LLC.

The Council is authorized to accept land dedications by the Street and Alley Closing and Acquisition Procedures Act of 1982, effective March 10, 1983 (D.C. Law 4-201; D.C. Official Code § 9-201 *et seq.*) (“Act”), which establishes procedures for closing streets and alleys, opening new streets and alleys, naming public spaces, and other procedures related to streets and alleys.

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<sup>1</sup> The Committee modified the title of Bill 21-449 to reflect the current year. The original title of the bill was the “Dedication and Designation of Land for Street Purposes in Squares 3185 and 3186, S.O. 13-11003, Act of 2015.”

The dedication in this instance is being required by the Zoning Commission as part of the applicant's Planned Unit Development. The dedicated land will be used to expand the Metropolitan Branch Trail.

There being no objections in the record, the Committee recommends approval of Bill 21-449.

## II. LEGISLATIVE CHRONOLOGY

Oct. 23, 2015	Bill 21-449, the "Dedication and Designation of Land for Street Purposes in Squares 3185 and 3186, S.O. 13-11003, Act of 2015" is introduced by Chairman Mendelson at the request of the Mayor.
Nov. 3, 2015	Bill 21-449 is "read" at a legislative meeting; on this date the referral of the bill to the Committee of the Whole is official.
Nov. 6, 2015	Notice of Intent to Act on Bill 21-449 is published in the <i>District of Columbia Register</i> .
Nov. 27, 2015	Notice of a Public Hearing on Bill 21-449 is published in the <i>District of Columbia Register</i> .
Dec. 21, 2015	The Committee of the Whole holds a public hearing on Bill 21-449.
Feb. 2, 2016	The Committee of the Whole marks-up Bill 21-449.

## III. POSITION OF THE EXECUTIVE

Roland Dreist, D.C. Surveyor, testified at the Committee's public hearing on December 21, 2015. He stated that the purpose of the dedication is to allow the widening of Spring Pace, N.W., to accommodate a bicycle path. The area of the portion of street to be dedicated is 825 square feet. The Office of Tax and Revenue has indicated that the market value of the land as of January 1, 2015 is \$45 per square foot; the total estimated value of the parcel is \$38,340.

Mr. Dreist testified that there were no objections on the record, including none from the Executive branch agencies or utility companies. No existing retail tenant will be displaced as a result of this application. Additionally, neither the National Capital Planning Commission nor the Historic Preservation Office registered any opposition to the closings after being notified of the closings application.

#### IV. COMMENTS OF ADVISORY NEIGHBORHOOD COMMISSIONS

The Committee received a copy of Resolution #14-0106, “Spring Place Dedication — Metropolitan Branch Trail,” adopted unanimously by Advisory Neighborhood Commission 4B on January 27, 2014. However, the Resolution does not express an opinion on the dedication; the Resolution merely acknowledges that ANC 4B received a plat and other information relating to the dedication.

#### V. SUMMARY OF TESTIMONY

The Committee of the Whole held a public hearing on Bill 21-424 on Monday, December 21, 2016. The testimony summarized below is from that hearing. Copies of selected written testimony are attached to this report (all of the testimony is filed with the record for Bill 21-424).

*Amilia Aclema, Administrator, Deadwood Nursing and Rehabilitation Center*, testified regarding Bill 21-400.

*Anthony Udoka, Architect, Vega Architects*, testified regarding Bill 21-400.

*Charles E. Frazier, Jr. Managing Principal, Gateway Investment Partners*, testified regarding Bill 21-424.

*Maybelle Bennett, Director, Howard University Community Association*, testified regarding Bill 21-424.

*Stephen Gresham, Principal, Niles Bolton Associates*, testified regarding Bill 21-424.

*Leila Batties, Partner, Holland & Knight*, testified regarding Bill 21-424.

*Bruce Levin, Partner, Takoma Spring Place LP*, testified on behalf of the applicant in favor of Bill 21-449. Mr. Levin that Takoma Spring Place LP is constructing a residential development, and as part of the Planned Unit Development process, the Zoning Commission is requiring the land dedication, as well as construction of an addition to the Metropolitan Branch Trail. He advised that the construction of the trail addition is currently underway and substantially complete.

After the hearing, Mr. Levin submitted additional testimony. He briefly explained the related development project and attached the following documents: (1) Metro Village Site Plan; (2) Street dedication plat; (3) Easement to DC Water; (4) Easement to WASA; and (5) Easement to DDOT.

*Roland Driest, Surveyor of the District of Columbia*, testified on behalf of the Executive. His testimony is summarized in Section III.

The Committee received no comments or testimony in opposition to the Bill 21-449.

## **VI. IMPACT ON EXISTING LAW**

Bill 21-449 has no impact on existing law. The Street and Alley Closing and Acquisition Procedures Act of 1982, effective March 10, 1983 (D.C. Law 4-201; D.C. Official Code § 9-201 *et seq.*) (“Act”) establishes procedures for closing streets and alleys, opening new streets and alleys, naming public spaces, and other procedures related to streets and alleys. Additionally, it authorizes the Council to close all or part of a street or alley. In approving Bill 21-449, the Committee finds that the requirements of the Act have been satisfied.<sup>2</sup>

## **VII. FISCAL IMPACT**

The attached September 15, 2015 fiscal impact statement from the District’s Chief Financial Officer states that funds are sufficient in the FY 2016 through FY 2019 budget and financial plan to implement the bill.

## **VIII. SECTION-BY-SECTION ANALYSIS**

<u>Section 1</u>	Short title.
<u>Section 2</u>	The Council finds accepts the dedication of land for street purposes as shown in the Surveyor’s plat.
<u>Section 3</u>	Requires transmittal of the act, upon adoption, to the Office of the Surveyor of the District of Columbia.
<u>Section 4</u>	Fiscal impact statement.
<u>Section 5</u>	Effective date.

## **IX. COMMITTEE ACTION**

## **X. ATTACHMENTS**

1. Bill 21-449 as introduced (omitting some attachments).
2. Selected Written Testimony (all testimony filed with the record for Bill 21-449).
3. Surveyor’s Plat.
4. Fiscal Impact Statement for Bill 21-449.

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<sup>2</sup> D.C. OFFICIAL CODE § 9-202.01 *et seq.* (2016).

5. Legal Sufficiency Determination for Bill 21-449.
6. Committee Print for Bill 21-449.

**COUNCIL OF THE DISTRICT OF COLUMBIA**  
**1350 Pennsylvania Avenue, N.W.**  
**Washington D.C. 20004**

Memorandum

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To : Members of the Council

From :   
Nyasha Smith, Secretary to the Council

Date : October 30, 2015

Subject : Referral of Proposed Legislation

Notice is given that the attached proposed legislation was introduced in the Office of the Secretary on Friday, October 23, 2015. Copies are available in Room 10, the Legislative Services Division.

TITLE: "Dedication and Designation of Land for Street Purposes in Squares 3185 and 3186, S.O. 13-11003 Act of 2015 ", B21-0449

INTRODUCED BY: Chairman Mendelson

The Chairman is referring this legislation to the Committee of the Whole.

Attachment

cc: General Counsel  
Budget Director  
Legislative Services



2015 OCT 23 PM 4:00  
OFFICE OF THE  
Y

MURIEL BOWSER  
MAYOR

OCT 23

The Honorable Phil Mendelson  
Chairman  
Council of the District of Columbia  
1350 Pennsylvania Avenue, N.W., Suite 504  
Washington, D.C. 20004

Dear Chairman Mendelson:

Enclosed for the consideration of the Council of the District of Columbia is legislation entitled the "Dedication of Land for Street Purposes in Squares 3185 and 3186, S.O. 13-11003, Act of 2015." This bill would accept the dedication of a four-foot wide strip of land along Springs Place, N.W. for street purposes. The purpose of this dedication is to allow the widening of Spring Place, N.W. to accommodate the extension of the Metropolitan Branch Trail.

Pursuant to D.C. Official Code § 9-202.02(5), the application was referred to Advisory Neighborhood Commission (ANC) 4B on August 26, 2013. Through a letter to the Surveyor dated January 29, 2014, the ANC's Chairperson provided a resolution adopted by the ANC at its regularly scheduled meeting held January 27, 2014. The resolution took no position on the dedication, other than to state that the ANC would "rely on the Office of the Surveyor's technical expertise in evaluating the accuracy of the submission."


The application also was referred to the National Capital Planning Commission (NCPC) on August 26, 2013. In a letter to the Surveyor, dated October 30, 2013, the Director of NCPC's Urban Design and Plan Review Division indicated that NCPC review was not required.

This dedication will have no negative impact on the operation budget for the current or next five fiscal years. Enclosed is a copy of the plat for recording this dedication along with a copy of the application file.

Sincerely,

A handwritten signature in black ink, appearing to read "Muriel Bowser".

Muriel Bowser

  
Chairman Phil Mendelson  
At the request of the Mayor

A BILL

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

Chairman Phil Mendelson, at the request of the Mayor, introduced the following bill, which was referred to the Committee on \_\_\_\_\_.

To order the dedication of land in Squares 3185 and 3186.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the "Dedication and Designation of Land for Street Purposes in Squares 3185 and 3186, S.O. 13-11003 Act of 2015".

Sec. 2. Pursuant to Section 302(3) of the Street and Alley Closing and Acquisition Procedures Act of 1982, effective March 10, 1983 (D.C. Law 4-201; D.C. Official Code § 9-203.02(3)), and notwithstanding the requirements set forth in sections 303 and 304 of the Act (D.C. Official Code §§ 9-203.03 and 9-203.04) the Council accepts the dedication of the street in fee simple as shown on the Surveyor's plat filed under S.O. 13-11003. The approval of the Council of this dedication is contingent upon the satisfaction of the conditions, as set forth in the official file, S.O.13-11003.

Sec.3. The Secretary to the Council shall transmit a copy of this act, upon its effective date, to the Office of the Mayor, the Office of the Surveyor of the District of Columbia and the District of Columbia Recorder of Deeds.



Sec. 4. The Council adopts the fiscal impact statement in the committee report as the fiscal impact statement required by Section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813, D.C. Official Code § 1-206.02(c)(1)).

Sec. 5. This act shall take effect following approval by the Mayor (or in the event of veto by the Mayor, action by the Council to override the veto), a 30-day period of Congressional review as provided in Section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of Columbia Register.

**EXECUTIVE BRANCH TESTIMONY  
BY THE  
OFFICE OF THE SURVEYOR  
ON BILL NO. 21-449 THE “DEDICATION AND DESIGNATION OF  
LAND FOR STREET PURPOSES IN SQUARES 3185 AND 3186,  
S.O. 13-11003, ACT OF 2015”**

**December 21, 2015**

**INTRODUCTION:**

Good morning Chairman Mendelson and Committee Members. I am Roland Dreist, Surveyor of the District of Columbia. I appear before you today to present testimony on Bill No. 21-449. This Bill is to order the dedication of a four foot wide strip of land in Squares 3185 and 3186 for the purpose of expanding the Metropolitan Branch Trail by widening Spring Place, N.W.

**APPLICANT:**

The applicant is Keystar Spring, LLC who is represented by Jordan & Keys, LLC.

**PURPOSE:**

The purpose of this dedication is to allow the widening of Spring Place, N.W., to accommodate a bicycle path.

**DESCRIPTION:**

The area of the street to be dedicated lies in what was the County of Washington, formerly a part of a tract of land called “Roberts Choice”, The area of the proposed street to be dedicated is owned by Takoma Spring Place, L.P., as shown on deeds recorded on July 24, 2014. The adjoining streets were dedicated to the District of Columbia as recorded in County Book 6, Page 138.

**AREA & ASSESSED VALUE:**

The area of the portion of street to be dedicated is 825 square feet. The Office of Tax and Revenue has indicated that the lands market value as of January 1, 2015, which represents tax year 2016 is \$45.00 per square foot per square average for a total estimated value of \$38,340.00.

THE LAND SHOWN THUS:  IS DEDICATED IN FEE SIMPLE FOR A PUBLIC STREET.

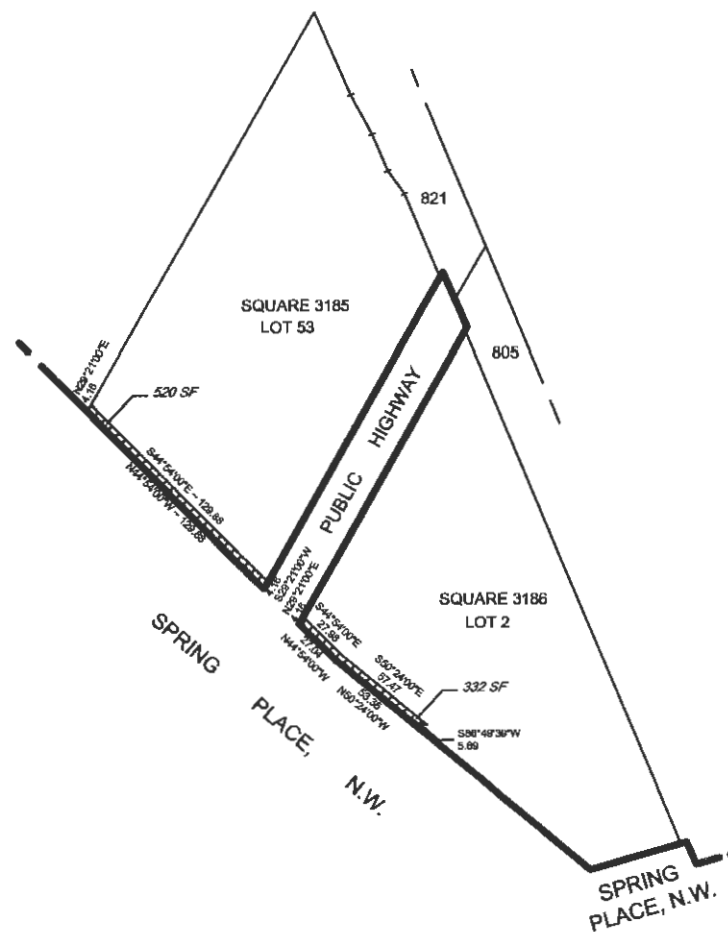
## PUBLIC STREET DEDICATED SQUARES 3185 AND 3186

OFFICE OF THE SURVEYOR, D.C.

\_\_\_\_\_, 2015

I CERTIFY THAT THIS PLAT IS CORRECT AND IS RECORDED.

\_\_\_\_\_  
SURVEYOR, D.C.



SURVEYOR'S OFFICE, D.C.

Made for: GEORGE R. KEYS, JR.

Drawn by: L.E.S. Checked by: \_\_\_\_\_

Record and computations by: B. MYERS

Recorded at: \_\_\_\_\_

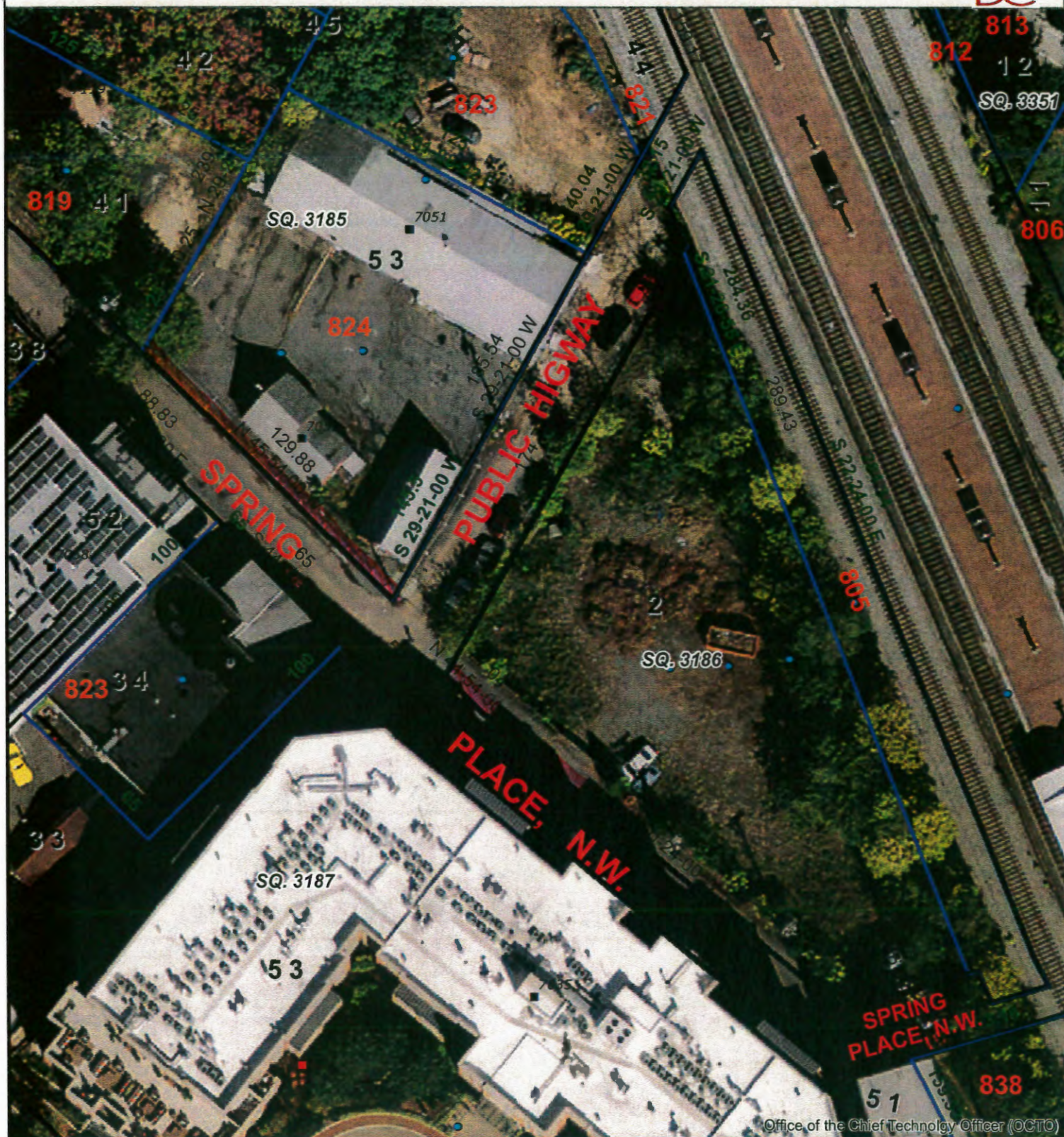
Recorded in Book: \_\_\_\_\_ Page: \_\_\_\_\_ SR-13-05680

Scale: 1 inch = 40 feet

File No. 13-11003



# PUBLIC STREET DEDICATED - SQUARES 3185 & 3186



Office of the Chief Technology Officer (OCTO)



1 inch = 50 feet

SCALE

0 12.5 25 50 75 Feet

Prepared by: Office of the Surveyor

Date: December 16, 2015

Coordinate System:

NAD 1983 StatePlane Maryland FIPS 1900

Information on this map is for illustration only. The user acknowledges and agrees that the use of this information is at the sole risk of the user. No endorsement, liability, or responsibility for information or opinions expressed are assumed or accepted by any agency of the DC Government.




BEFORE THE COMMITTEE OF THE WHOLE  
OF THE DISTRICT OF COLUMBIA CITY COUNCIL

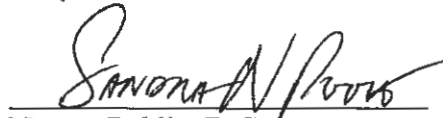
In re: S.O. 13-11003 (Street Dedication to Spring Place, N.W.)

AFFIDAVIT OF POSTING FOR PROPOSED STREET DEDICATION

I, Edward Crocker, on December 2, 2015 at 4:30 a.m. (p.m.) personally posted four (4) public notice signs. All public signs were furnished by the Office of the Surveyor for the District of Columbia and indicated the date, time and location of the public hearing, and were posted along the north side of Spring Place, N.W. in Squares 3185 and 3186.


  
Edward Crocker

Subscribed and sworn to before me this 4 day of December, 2015.

  
Notary Public, D.C.

[SEAL]

My Commission expires: 6/10/2018

RECEIVED  
DEC 04 2015  
BY: 

# PUBLIC HEARING NOTICE

SURVEYOR'S OFFICE APPLICATION  
NO. S.O. 13-11003

A PUBLIC HEARING WILL BE HELD BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, JOHN A. WILSON BUILDING, 1350 PENNSYLVANIA AVENUE, N.W., ROOM 412 ON Monday, December 21, 2013, AT 10:30 a.m. TO CONSIDER A PROPOSAL TO DEDICATE land in Squares 3185 and 3186 for the purpose of extending the Metropolitan Branch Trail by widening Spring Place, N.W., in Ward 4. Bill No. 21-449.

FOR FURTHER INFORMATION CALL 202-4950

\* THIS SIGN SHALL NOT BE REMOVED,  
DEFACED OR DESTROYED UNDER PENALTY  
OF THE LAW.

THIS SIGN IS POSTED PURSUANT TO SEC. 9-102.06, D.C. OFFICIAL CODE,  
2001 ED.





**PUBLIC HEARING  
NOTICE**

SI RUYEYON'S OFFICE APPLICATION  
NO. 800. 11.11.11.11.11

A public hearing will be held on the 11th day of the month of November, 2011, at 10:00 AM, at the location indicated below, to hear the testimony of the interested parties to the application for the proposed project. The hearing will be held in the presence of the public and the interested parties to the application. The hearing will be held in the presence of the public and the interested parties to the application. The hearing will be held in the presence of the public and the interested parties to the application.

For more information, please contact the office of the public hearing officer at the address indicated below. The office of the public hearing officer is located at the address indicated below. The office of the public hearing officer is located at the address indicated below. The office of the public hearing officer is located at the address indicated below.



# PUBLIC HEARING NOTICE

SURVEYOR'S OFFICE APPLICATION  
NO. S.O. 13-11003

A PUBLIC HEARING WILL BE HELD BY THE COUNCIL OF THE DISTRICT  
OF COLUMBIA, JOHN A. WILSON BUILDING, 1391 PENNSYLVANIA  
AVENUE, N.W., ROOM 112 ON Monday, December 2, 2013, AT 10:00 A.M. TO  
CONSIDER A PROPOSAL TO RECONSTRUCT AND REPAIR THE  
BRIDGE OF THE METROPOLITAN POLICE TRAINING CENTER TO BE  
LOCATED AT 1300 11TH STREET, N.W.

FOR FURTHER INFORMATION, CALL 202-691-1000.

THIS SIGN SHALL NOT BE REMOVED.  
VIOLATION WILL BE PROSECUTED UNDER PENALTY  
OF THE LAW.

FOR MORE INFORMATION, VISIT [WWW.DC.OFFICIALS.COM](http://WWW.DC.OFFICIALS.COM),  
2011-11



# PUBLIC HEARING NOTICE

SURVEYOR'S OFFICE APPLICATION  
NO. S.O. 13-11093

A PUBLIC HEARING WILL BE HELD BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, JOHN A. WILSON BUILDING, 1151 PENNSYLVANIA AVENUE, N.W., ROOM 412 ON MARCH, ENCLOSED 21, THIS, AT 11:00 A.M. TO CONSIDER A PROPOSAL TO DEDICATE AND IN MARCH 21, 2013 AND 21:00 IN THE EVENING AT ADDRESSING THE 2500 AND 2600 BLOCKS THAT IS BEING SUBMITTED FOR THE D.C. PUBLIC HEARING. 21-415.

FOR FURTHER INFORMATION CALL 202-695-2400

THIS SIGN SHALL NOT BE REMOVED,  
REMOVED OR DESTROYED UNDER PENALTY  
OF THE LAW.

THIS SIGN IS POSTED PURSUANT TO D.C. OFFICIAL CODE,  
TITLE 22, CHAPTER 22-415.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of the Attorney General**

**Commercial Division  
Land Use and Public Work Section**



**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION**

**MEMORANDUM**

**TO: Lolita Alston  
Director  
Office of Legislative Support**

**FROM: Alan Bergstein CB  
Section Chief**

**SUBJECT: Dedication of Land for Street Purposes in Squares 3185 and 3186, S.O. 13-11003, Act of 2015**

**DATE: July 8, 2015**

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This Section has reviewed a proposed bill entitled the "Dedication of Land for Street Purposes in Squares 3185 and 3186, S.O. 13-11003, Act of 2015." This bill would accept the dedication of a four-foot wide strip of land along Springs Place, N.W. for street purposes. The dedication would allow the widening of Spring Place, N.W. to accommodate the extension of the Metropolitan Branch Trail.

The attached proposed legislation is legally sufficient. Therefore, pursuant to the request of the Surveyor, I am forwarding the legislative package to you for review by the Mayor and submission to the Council. If you have any questions concerning the legal sufficiency of the legislation, please contact me at 442-9772. Questions concerning the S.O. file should be directed to the Surveyor, Roland F. Dreist Jr. at 442-4699.

**Attachment**

**cc: Roland f Dreist Jr., Surveyor**

**Janet Robins, Deputy  
Legal Counsel Division**

**AHB  
450684**

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
PERMIT OPERATIONS DIVISION


*forwarded*  
*8/27/2014*

Office of the Surveyor



August 26, 2014

**TO:** Alan Bergstein, Chief  
Land Use and Public Works Section

**FROM:**   
Roland F. Dreist, Jr.  
Surveyor, D.C.

**SUBJECT:** Proposed Dedication of a Public Street adjacent to Squares 3185 and 3186 –  
S.O. 13-11003

Please review the attached draft legislation for legal sufficiency. Also attached for your information is the file for this application.

Upon completion of the review, please forward to the Council of the District of Columbia. If the file needs to be amended by the applicant, please return the file and any comments to the Office of the Surveyor.

Attachments



The Honorable Phil Mendelson  
Chairman  
Council of the District of Columbia  
1350 Pennsylvania Avenue, N.W.  
Suite 504  
Washington, D.C. 20004

Dear Chairman Mendelson:

Enclosed for the consideration of the Council of the District of Columbia is legislation entitled "the Proposed Street Dedication in Squares 3185 and 3186, S.O. 13-11003, Act of 2014". This bill would dedicate a four-foot wide strip of land along Springs Place, N.W., to the District of Columbia. The applicant is Keystar Spring Place, LLC who is represented by Jordan & Keys, PLLC.

The purpose of this dedication is to allow the widening of Spring Place, N.W., to accommodate a bicycle path.

Pursuant to D.C. Official Code §9-202-02(5), the application was referred to Advisory Neighborhood Commission (ANC) 4B on August 26, 2013. In a letter to the Surveyor dated January 29, 2014, ANC 4B voted to support this dedication. The application was referred to the National Capital Planning Commission on August 26, 2013. In a letter to the Surveyor dated October 30, 2013, NCPC determined that the application does not require NCPC approval. This dedication will have no negative impact on the operation budget for the current or next five fiscal years.

Enclosed is a copy of the plat for recording this dedication along with a copy of the application file and draft legislation.

Sincerely,

Vincent C. Gray  
Mayor

\_\_\_\_\_  
The Honorable Phil Mendelson  
at the request of the Mayor

A BILL

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IN THE COUNCIL OF THE DISTRICT OF COLUMBIA  
\_\_\_\_\_

Chairman Phil Mendelson, at the request of the Mayor, introduced the following bill, which was referred to the Committee on \_\_\_\_\_.

To order the dedication of a strip a four-foot wide strip of land running the entire length Spring Place, N.W., adjacent to Square 3185, Lot 53 and Square 3186, Lot 2, to contribute to the extension of the Metropolitan Branch Trail.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the “Dedication and Designation of Land for Street Purposes in Squares 3185 and 3186 S.O. 13-11003 Act of 2015”.

Sec. 2. Pursuant to sections 302 and 401 of the Act (D.C. Official Code §9-203.02 and 9-204.01, and notwithstanding the requirements set forth in sections 303, 3-4 and 402 of the Act (D.C. Official Code §9-203.03, 9-203.04, and 9-204.02) the Council accepts the dedication of the street as shown on the Surveyor’s plat filed under S.O. 11-11003. The approval of the Council of this dedication is contingent upon the satisfaction of the conditions, as set forth in the official file, S.O.13-11003.

Sec. 3. Notwithstanding section 306 of the Act (D.C. Official Code §9-203-06), the Mayor is authorized to accept street improvements made or to be made by the applicant to the area dedicated for street purposes; provided, that the District Department of Transportation confirms that the streets have been constructed in accordance with District Department of Transportation standards.

Sec. 4. Notwithstanding the Federal-aid Highway Act of 1973, approved August 13, 1973 (87 Stat. 268; D.C. Official Code §9-103.01 *et seq.*), regarding the Permanent Highway Plan and section 6 of An Act to provide a permanent system of highways in that part of the District of Columbia lying outside of cities, and for other purposes, approved June 28, 1898 (30 Stat.520; D.C. Official Code §9-101.06), regarding the procedural requirements for a modification to the Permanent Highway Plan, the Council amends the Permanent System of Highways in the District of Columbia by adding the area of land shown on the Surveyor's plat filed under S.O. 13-11003.

**JORDAN & KEYS, PLLC**

ATTORNEYS AT LAW

SUITE 317

910 SEVENTEENTH STREET, NW

WASHINGTON, D. C. 20006

(202) 483-8300

FACSIMILE (202) 328-6153

gkeys@jordankeys.com

July 17, 2013

GEORGE R. KEYS, JR.†

† Also Admitted in Maryland

OF COUNSEL:

HAROLD E. JORDAN

**HAND-DELIVERED**

Roland F. Dreist

Surveyor for the District of Columbia

District of Columbia Department of Consumer and Regulatory Affairs

1100 4<sup>th</sup> Street, S.W. – Third Floor

Washington, D.C. 20024

Re: Request for Street Dedication in the 7000-block of Spring Place, N.W.

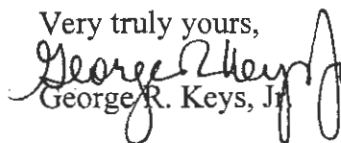
Dear Mr. Dreist:

This firm represents Keystar Spring Place LLC, the owner of Lots 1 and 804, Square 3186 and Lot 52, Square 3185 and Anabel Pestana, the owner of Lot 822, Square 3185 (collectively, the "Owners" and the "subject property"). The subject property has recently been subdivided into Lot 2, Square 3186 and Lot 53, Square 3185. Both parcels comprising the subject property abut and front on Spring Place, N.W. On May 14, 2013, the D.C. Board of Zoning Adjustment in Application Nos. 18503 and 18505 issued its Decision and Order approving several variances to permit the construction of two apartment buildings on land owned (the "project") by the Owners within Squares 3185 and 3186 (the "BZA Order"). As part of the discussion with the District Department of Transportation (DDOT) in connection with the planning of the project, the Owners agree to contribute to the extension of the Metropolitan Branch Trail, the public bicycle path running through the Takoma Park neighborhood, by dedicating a strip of land from the subject property to the District of Columbia for the purpose of widening Spring Place, N.W. to accommodate the bicycle path.

Accordingly, the purpose of this letter is to request that your office commence the process whereby the Owners will dedicate and deed a four-foot (4') wide strip of land running the entire length of the subject property along Spring Place, N.W. to the District of Columbia, as indicated on the accompanying site plan. In addition, we submit herewith an Application to Dedicate a Street, together with a check in the amount of \$2,750.00, made payable to the D.C. Treasurer, as the initial filing fee.

Please advise us what additional information you may need to expedite this street dedication request.

Very truly yours,

  
George R. Keys, Jr.

Enclosures

Keystar Spring Place LLC  
2300 N Street, N.W. – Third Floor  
Washington, D.C. 20037

Anabel Pestana  
7119 Chestnut Street, N.W.  
Washington, D.C. 20012-2050

May 23, 2013

Roland F. Dreist  
Surveyor for the District of Columbia  
District of Columbia Department of Consumer and Regulatory Affairs  
1100 4<sup>th</sup> Street, S.W. – Third Floor  
Washington, D.C. 20024

Re: Authorization of Agent

Dear Mr. Dreist:

Keystar Spring Place LLC is the fee owner of land and improvement identified as Lot 0001 in Square 3186, located in the 7000-block of Spring Place, N.W. and Anabel Pestana owns the land and improvements identified as Lot 0822 in Square 3185, located at 7051-7053 Spring Place, N.W., which land collectively is proposed for the development of a multifamily rental apartment building. As a condition to the project, the undersigned wish to dedicate a four-foot (4') wide strip of land along Spring Place, N.W. to the District of Columbia for the purposes of extending the Metropolitan Branch Trail

George R. Keys, Jr. of Jordan & Keys, PLLC is hereby designated as the authorized agent for Keystar Spring Place LLC and Anabel Pestana for the purpose of filing and prosecuting the street dedication application and all correspondence should be directed to his attention.

KEYSTAR SPRING PLACE LLC

By: 

Bruce Levin  
Managing Member

  
Anabel Pestana



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
PERMIT OPERATIONS DIVISION  
OFFICE OF THE SURVEYOR  
1104 4<sup>TH</sup> STREET, S.W., 3<sup>RD</sup> FLOOR  
WASHINGTON, DC 20024

Surveyor's Office File No. 13-11023

\_\_\_\_\_  
Date

APPLICATION TO CLOSE/DEDICATE A STREET OR ALLEY OR ELIMINATION OF  
BUILDING RESTRICTION LINE

Location

Street(s)

Name: Spring Place, N.W.

Abutting Squares: 3185 and 3186

Portion to be ~~closed~~ dedicated: A four foot (4") strip along Lot 53,  
Square 3185 nad Lot 2, Square 3186

AS PER SKETCH ATTACHED

Alley(s)

Name: \_\_\_\_\_

Abutting Squares: \_\_\_\_\_

Portion to be closed/dedicated.: \_\_\_\_\_

AS PER SKETCH ATTACHED

This application is made by:

George R. Keys, Jr.  
Applicant's Name (print)

(202) 483-8300  
Telephone Number

Jordan & Keys PLLC, 910 17th Street NW, Ste. 317, Wash DC 20006  
Address

I certify that the above information is true to the best of my knowledge.

George R. Keys, Jr.  
Signature of Applicant or Agent

TO REPORT WASTE, FRAUD OR ABUSE BY ANY DC GOVERNMENT OFFICE OR OFFICIAL,  
CALL THE INSPECTOR GENERAL AT 1-800-521-1639

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
PERMIT OPERATION DIVISION  
OFFICE OF THE SURVEYOR  
1100 4<sup>TH</sup> STREET, S.W., 3<sup>RD</sup> FLOOR  
WASHINGTON, DC 20024**

**Retail Tenant Displacement Form**

Note: The following information is required relative to provisions of DC Law 6-133 (DC Act 6-171).

Surveyor's Office File No. 13-11003

Regarding an application for the proposed closing/dedication of the following street(s) or alley(s), the undersigned, being the applicant or the agent for the applicant, hereby makes the following representations as complete and true:

1. All properties associated with the proposed closing/dedication are listed as follows:

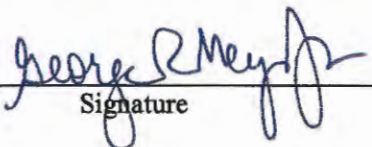
Square	Lot Number
3185	53
3186	2

2. The proposed closing/dedication will ☐ or will not ☒ result in displacement of existing retail tenants because of the demolition, substantial rehabilitation, or discontinuance of an existing building.

Name	Address	Square/Lot
------	---------	------------

July 17, 2013  
Date

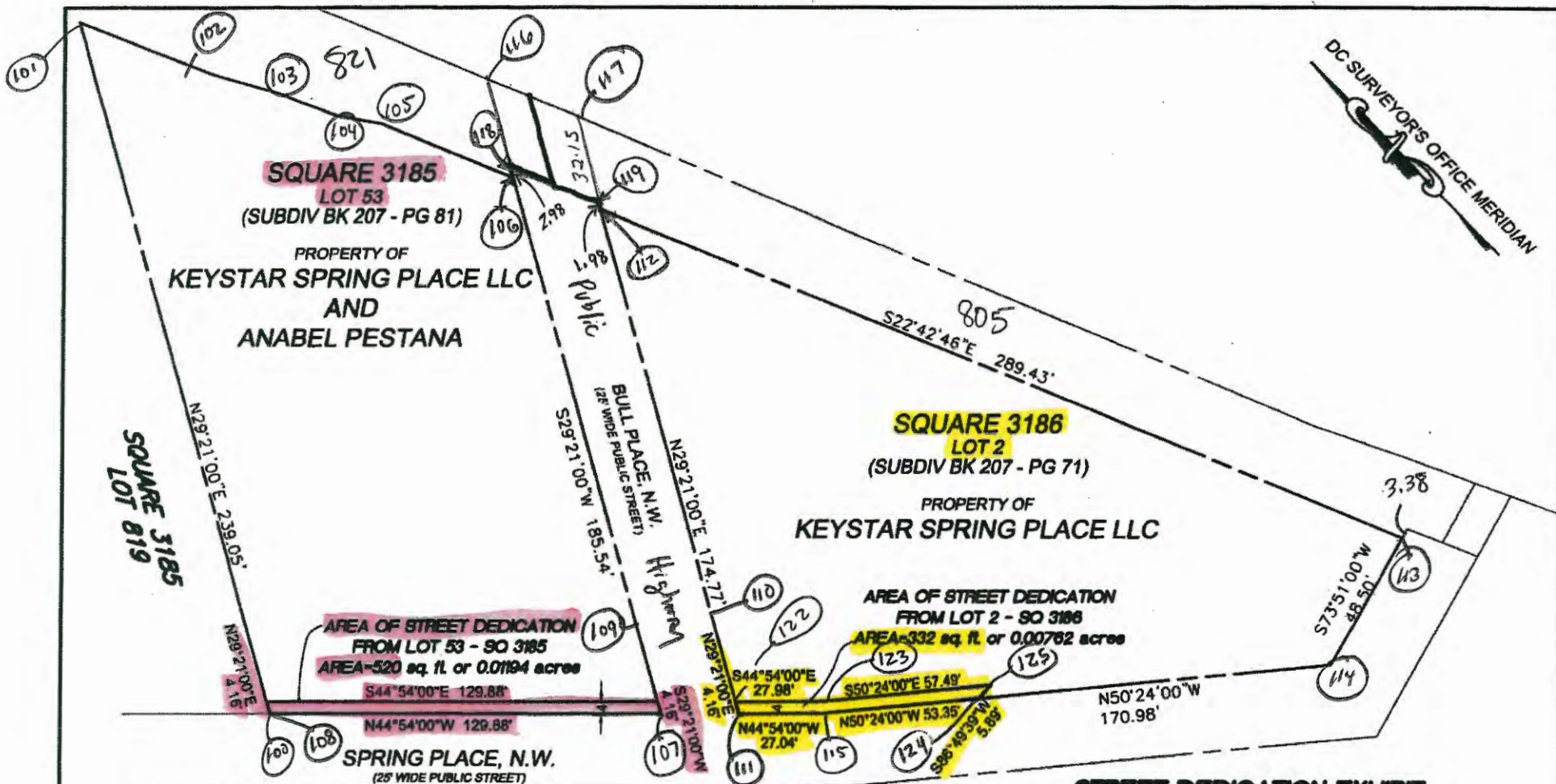
George R. Keys, Jr.  
Print or Type Name

  
Signature

Note: This form must be completed, signed and submitted with the application.

**TO REPORT WASTE, FRAUD OR ABUSE BY ANY DC GOVERNMENT OFFICE OR OFFICIAL,  
CALL THE INSPECTOR GENERAL AT 1-800-521-1639**





*[Signature]*  
**DANIEL R. SCHRIEVER**  
 LICENSED SURVEYOR  
 DISTRICT OF COLUMBIA NO. LS 900569  
 FOR A. MORTON THOMAS AND ASSOCIATES, INC.



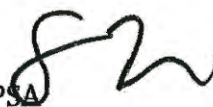
**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF TRANSPORTATION**



**d. Policy, Planning and Sustainability Administration**

**MEMORANDUM**

**TO:** Roland F. Dreist Jr.  
DC Surveyor  
Office of the Surveyor, DCRA

**FROM:** Sam Zimbabwe   
Associate Director, PP&SA  
District Department of Transportation

**DATE:** October 22, 2013

**SUBJECT:** S.O. No. 13-11003 – Dedication of a Public Street in Square 3186

---

The District Department of Transportation (DDOT) has reviewed the application and materials for the subject site. This memorandum addresses the transportation aspects of the proposal.

**APPLICATION**

The Applicant, Keystar Spring Place, LLC, seeks approval to dedicate and deed a 4 ft. wide strip of land adjacent to Spring Place, N.W. in front of two development parcel within the Square to the District of Columbia through DDOT for the purposes of providing a connection for the Metropolitan Branch Trail (MBT) bicycle path. The development projects were reviewed and approved for zoning variances by the Board of Zoning Adjustment (BZA) as BZA Order Nos. 18503 and 18505. A condition of both Orders requires the Applicant to coordinate with DDOT to allow acquisition of land to provide for construction of a multi-use trail by the District.

**TRANSPORTATION NETWORK**

MBT is an 8-mile long public bicycle path designed and managed by DDOT that links Union Station with Silver Spring, MD. MBT follows the former Metropolitan Branch Line of the B&O Railroad and has been partially completed using a combination of dedicated bike trails, shared



use facilities and on-street bike lanes. Future plans include connections to other bicycle trails including the Capital Crescent Trail, Anacostia River Trail networks and integration into the East Coast Greenway.

During the MBT design process DDOT designated the route along Spring Place as Alternative C2, a location for a shared-use path or a special design that includes separated bicycle and pedestrian facilities. (Attachment) The proposed pathway is being designed by DDOT and will be constructed at a future date.

## **COMPREHENSIVE PLAN ELEMENTS**

The proposal is consistent with, but not limited to, the following goals listed in the 2006 Comprehensive Plan (Title 10 DCMR)

### **§400 Chapter 4 - Transportation Elements**

#### **T-2.3.1: Better Integration of Bicycle and Pedestrian Planning**

*Integrate bicycle and pedestrian planning and safety consideration more fully into the planning and design of District roads, transit facilities, public building and parks. (§§409.8)*

#### **T-2.3.2 Bicycle Network**

*Provide and maintain a safe, direct and comprehensive bicycle network connecting neighborhoods, employment location, public facilities, transit stations, parks and other key destination. Eliminate system gaps to provide continuous bicycle facilities. Increase dedicated bike-use infrastructure such as bike-sharing programs like Capital Bikeshare, and identify bike boulevards or bike-only rights of way. (§§409.8)*

### **§800 Chapter 8 - Park, Recreation and Open Space**

#### **PROS-3.4.4: Trails in Underutilized Rights-Of-Way**

*Develop multi-use trails in underutilized right of way, including surplus railroad corridors and undeveloped street rights of way. (§§815.8)*

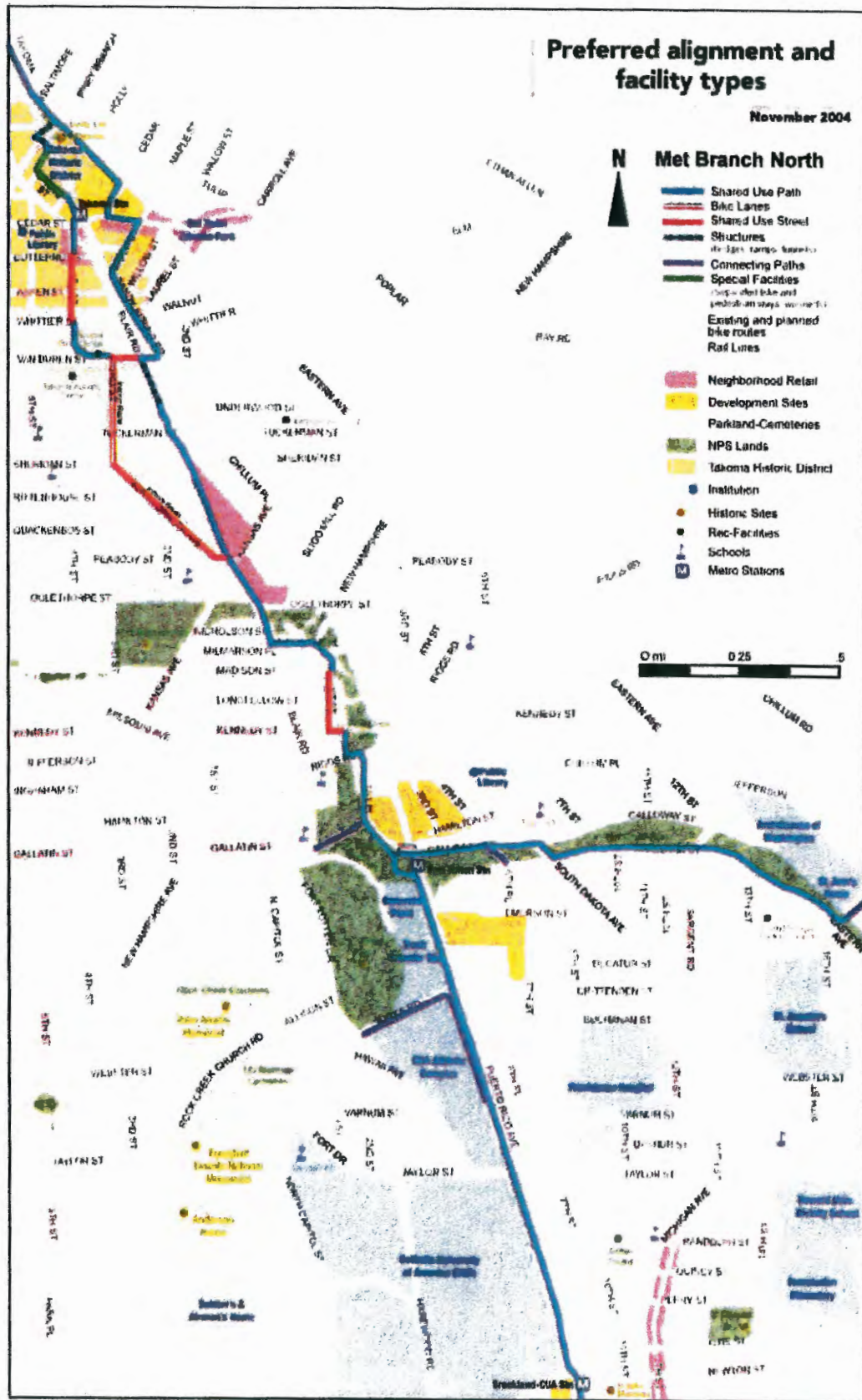
## **RECOMMENDATION**

DDOT has no objection to the requested action.

SZ:lb

**ATTACHMENT**

MAP 2: MBT NORTH LOCATION MAP





July 25, 2014

Mr. Roland Dreist  
D.C. Surveyor  
Department of Consumer and Regulatory Affairs  
Office of the Surveyor  
1100 4<sup>th</sup> St, S.W., 3<sup>rd</sup> Floor  
Washington, DC 20024

Subject: S.O. 13-11003 – Street and/or Alley Opening Application – Squares 3185 and 3186

Dear Mr. Dreist:

The District of Columbia Water and Sewer Authority objected to the proposed street openings under requested S.O. 13-11003, dated August 26, 2013. The applicant has agreed to the following remedies:

1. Provided an easement for the water meter on Lot 2 Square 3186
2. Provided an easement for the water meter on Lot 53 Square 3185

Therefore, the District of Columbia Water and Sewer Authority hereby withdraws its objection to S.O. 13-11003.

If you have any questions, I can be reached at the contact information listed below.

Regards,

A handwritten signature in black ink, appearing to read "Kevin Harney", is written over the typed name and title.

Kevin Harney, Easement and Covenant Coordinator  
Permit Operations Department  
District of Columbia Water and Sewer Authority  
1100 4th Street, SW Suite #310  
Washington, DC 20024  
202-646-8627 Office  
202-646-8628 Fax  
kevin.harney@dcwater.com  
DC Water - Water is Life





Permit Operations

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY | 1100 4th STREET, SW | SUITE 310 | WASHINGTON, DC 20024

Maximo # 13-198746

January 8, 2014

Mr. Roland Dreist  
D.C. Surveyor  
Department of Consumer and Regulatory Affairs  
Office of the Surveyor  
1100 4<sup>th</sup> St, S.W., 3<sup>rd</sup> Floor  
Washington, DC 20024

Subject: S.O. 13-11003 – Street Closing Application – Square 3185 & 3186

Dear Mr. Dreist:

The District of Columbia Water and Sewer Authority objects to the proposed alley closure under requested S.O. 13-11003, dated August 26, 2013. District of Columbia Water and Sewer Authority currently operates and maintains the following facilities within portions of the street in the proposed S.O. 13-11003:

1. Existing water meter for Lot 2 Square 3186;
2. Existing water meter for Lot 53 Square 3185.

The applicant must provide a recorded easement for District of Columbia Water and Sewer Authority to maintain and operate the facilities.

The applicant is asked to respond with a course of action describing how the utility will be addressed.

If you have any questions, I can be reached at the contact information listed below.


Regards,

Kevin Harney, Easement and Covenant Coordinator  
Permit Operations Department  
District of Columbia Water and Sewer Authority  
1100 4th Street, SW Suite #310  
Washington, DC 20024  
202-646-8627 Office  
202-646-8628 Fax  
kevin.harney@dcwater.com  
DC Water - Water is Life!



## MEMORANDUM

**TO:** Roland F. Dreist, Jr., L.S., D.C. Surveyor  
Office of the Surveyor

**FROM:**  Jennifer Steingasser, Deputy Director, Development Review & Historic Preservation

**DATE:** September 27, 2013

**SUBJECT:** S.O.13 – 11003: Proposed Street dedication along the Spring Place frontage of Square 3185 Lot 53 and a portion of Square 3186 Lot 2

### I. RECOMMENDATION

The Office of Planning (OP) has completed its review of the application for the requested street widening and has **no objections** to the proposed dedication of public streets in Square 3185 Lot 53 and a portion of Square 3186 Lot 2 as identified in the applicant's submission.

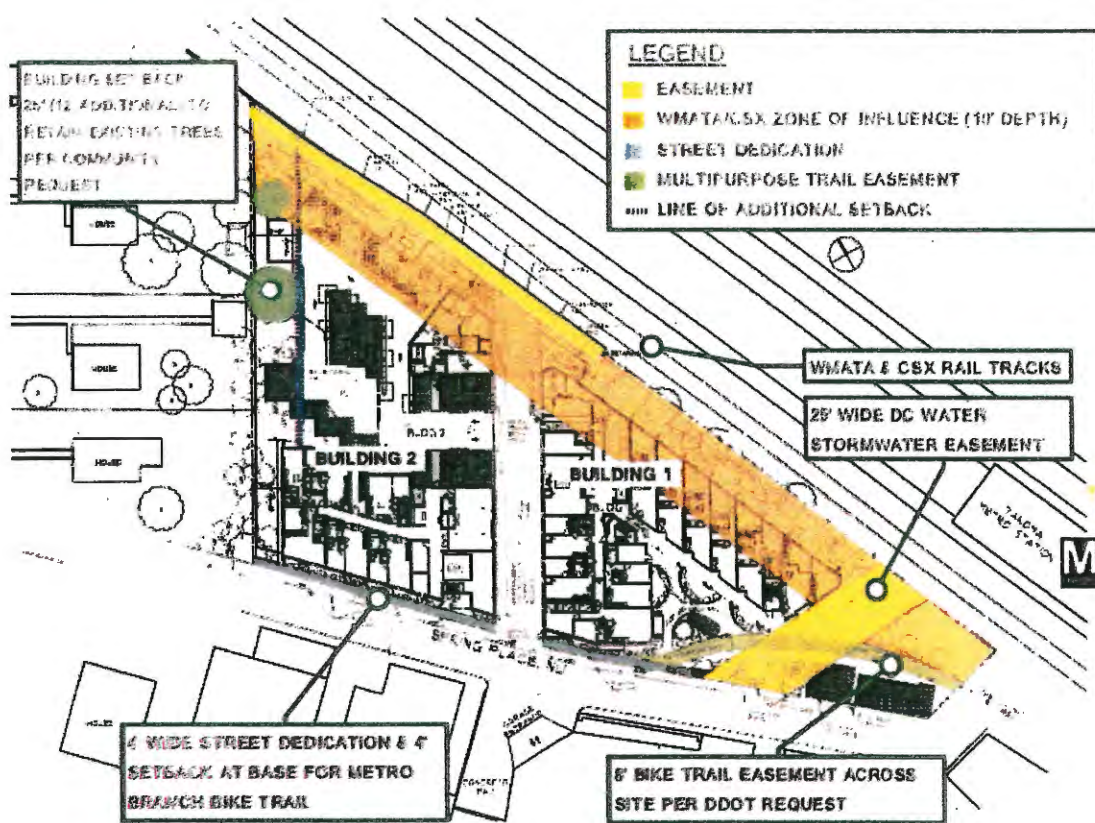
### II. SITE DESCRIPTION

Applicant	Keystar Spring Place, LLC
Legal Description	Lot 2, Square 3186 and Lot 52, Square 3185
Ward/ANC	4/ANC 4B
Zoning	C-2-A – Permits matter-of-right low density development, including, housing to maximum lot occupancy of 60% and 100% for all other uses. A maximum FAR of 2.5 for residential use and 1.5 FAR for other permitted uses, and a maximum height of fifty (50) feet.
Historic District	<i>Takoma Park Historic District</i>
Description of the surrounding area	The lots comprising the subject site are bordered by Chestnut Street to the north, Spring Place to the west and south and the CSX Railroad corridor to the east. The proposed development abuts the Takoma Metrorail Station and is currently connected via an unimproved pathway between the southern end of Spring Place and the sidewalks along the north side of Cedar Street. The neighborhood is a mix of small apartment uses and single- family detached homes.
BZA 18503 and 18505	The proposal is consistent with the Board's approval through Order 18503 and 18505, effective May 14, 2013.

### III. PROPOSAL

Request	Dedication of a 4-foot wide strip of land running a the length of Lot 53 and a portion of Lot 2 along Spring Place for the purpose of widening Spring Place to accommodate a portion of the bicycle path of the Metropolitan Branch Trail.
Area	852 square feet, or 0.02 acres
Ownership	Keystar Spring Place LLC and Anabel Pestana





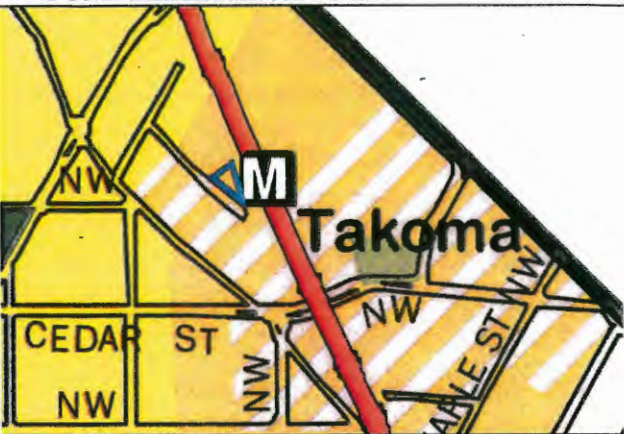
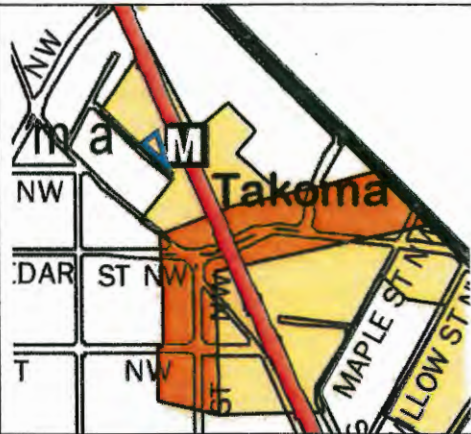
### SITE LIMITATIONS & EASEMENTS

### III. PROPOSED DEVELOPMENT

Keystar LLC proposes to develop the subject lots with an 87-unit apartment building on Lot 53 (Building 2) and a 64-unit apartment building on Lot 2 (Building 1), shown in the above plan. These buildings will replace existing vehicle repair shops and services, and a currently vacant parcel (Square 3186, Lot 2). The proposed development was granted relief by the Board of Zoning Adjustment from the loading and number of parking spaces requirement subject to conditions in the Order which became effective on May 14, 2013. The proposed development is not impacted by the proposed 4-foot wide strip of land for the Metropolitan Branch Trail.



## V. COMPREHENSIVE PLAN

	
<p style="text-align: center;"><b>Land Use Map</b></p> <p><i>Moderate density residential, typical of areas with a mix of single-family homes, low rise apartment buildings and row houses. The development proposal is not inconsistent with this designation.</i></p>	<p style="text-align: center;"><b>Generalized Policy Map</b></p> <p><i>A Neighborhood Enhancement Area, which presents opportunities for compatible small-scale infill development... and must be consistent with the land use designation on the Future Land Use Map. The proposal is not inconsistent with this designation.</i></p>

The proposed dedication will further the following policies and action of the Comprehensive Plan, The proposal would further objectives of the Plan's Citywide Urban Design Element, and Transportation Elements, as well as the Rock Creek East Area Element, including for the Takoma Central District.

### § 305.11 **Policy LU-1.2.6: New Neighborhoods and the Urban Fabric**

*On those large sites that are redeveloped ..., integrate new development into the fabric of the city to the greatest extent feasible. Incorporate extensions of the city street grid, public access and circulation improvements, new public open spaces, and building intensities communities, isolated or gated from their surroundings.*

The contribution to the access to the Metropolitan Branch Trail would improve access to both the multi-use trail and Metro by residents along Chestnut Street, which is currently a longer walking distance to both the multi-use trail and Metro. The widening of Spring Place would expand the public space as a part of DDOT's proposal to improve pedestrian and bicycle access in the Takoma Central District.

#### *Action RCE-2.1.A: Pedestrian Safety and Connections*

*Improve pedestrian safety in the Takoma Central district with a coordinated program of physical improvements, including new western entrances to the Metro Station that better connect communities east and west of the tracks.*

The main goal of DDOT's and the community's request is to improve pedestrian access to the metro and trail. This proposal furthers this goal.

### **§900 Urban Design Element**

**§ 900.2 Overview:** *The critical urban design issues facing the District of Columbia...include...improving the public realm, particularly street and sidewalk space.*

The proposed widening would not physically alter the public realm. Expanding the width of the narrow public street would improve the public realm by providing additional area to support pedestrian access to the Metro station and placing it into the District's ownership.

***§913.14 Policy UD 3.1.7: Improving the Street Environment***

*Create attractive and interesting commercial streetscapes by promoting ground level retail and desirable street activities, making walking more comfortable and convenient, ensuring that sidewalks are wide enough to accommodate pedestrian traffic, minimizing curb cuts and driveways, and avoiding windowless facades and gaps in the street wall.*

*§ 400 The critical transportation issues facing the District of Columbia are addressed in this element, such as increasing bicycle and pedestrian connections, routes and facilities. The District has one of the most extensive mass transit systems in the country, densities that support and promote transit use, a growing network of bicycle and pedestrian trails,*

***§ 408.5 Policy T-2.2.1: Multi-Modal Connections*** *Create more direct connections between the various transit modes consistent with the federal requirement to plan and implement intermodal transportation systems.*

***§ 408.6 Policy T-2.2.2: Connecting District Neighborhoods*** *Improve connections between District neighborhoods through upgraded transit, auto, pedestrian and bike connections, and by removing or minimizing existing physical barriers such as railroads and highways.*

***Policy T-2.3.1: Better Integration of Bicycle and Pedestrian Planning*** *Integrate bicycle and pedestrian planning and safety considerations more fully into the planning and design of District roads, transit facilities, public buildings, and parks.* 408.6

The contribution to the extension of the trail system in front of the apartment buildings would further the above transportation policies and elements by connecting both pedestrians and bikers directly to the Metrorail station, which is currently accessed through an unimproved path.

## **VII. ZONING**

The Board approved relief from the loading and parking requirements for the development subject to conditions as reflected in Order No. 18503 and 18505. The conditions reflect the applicant's contribution to the extension of the Metropolitan Branch Trail.

## **VIII. HOUSING LINKAGE**

No housing linkage is required in this case, since the applicant is dedicating a portion of his property to the public realm. The development potential of proposed development of up to 150 residential units would not be increased.

## **IX. ANALYSIS**

The proposed dedication would widen Spring Place to facilitate DDOT's expectations for the extension of the Metropolitan Branch Trail. The provision of trail access along Spring Street would also facilitate access to and from segments of the neighborhood to the north. The site's location close to the Takoma Metrorail station would also facilitate and encourage the use of mass transit by providing another access path to the station.

## **X. RECOMMENDATION**

The Office of Planning has no objections to the proposed dedication.

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
HISTORIC PRESERVATION OFFICE  
OFFICE OF PLANNING



**MEMORANDUM**

**TO:** Roland Dreist, Office of the Surveyor

**SUBJECT:** Proposed Dedication of a Public Street Adjacent to Squares 3185 & 3186  
(S.O. 13-11003)

**DATE:** September 9, 2013

Thank you for contacting the DC Historic Preservation Office regarding the above-referenced closure. We appreciate the opportunity to review this action which was approved as part of a review by the Historic Preservation Review Board. Therefore, we have no further comment with regard to the proposed dedication.

**BY:**

C. Andrew Lewis  
Senior Historic Preservation Specialist  
DC State Historic Preservation Office

13-506



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

S.O. 13-11003



MEMORANDUM

TO: Roland F. Dreist, Jr.  
Surveyor of the District of Columbia

FROM: Paul Walker  
Architect (Construction Inspector)

DATE: September 5, 2013

SUBJECT: Department of Housing and Community Development Review comments on Request for Street Dedication in the 7000-Block of Spring Place. N.W Washington DC

---

The Department of Housing and Community Development (DHCD) has review the above referenced Street Dedication in the 7000-Block of Spring Place. N.W Washington DC and DHCD supports, as described below, the requested action specified to the request. DHCD support is bases upon the following understanding of the information contained in the request:

Keystar Spring Place LLC is a fee owner of land and improvement identified as lot 0001 square 3186, located in the 7000 block of Spring Place, N.W Washington DC. Anabel Pestana owns the land and improvements identified as Lot 0822 in Square 3185, located at 7051-7053 Spring Place, N.W. Washington DC. This land collectively is for the propose of the development of a multifamily rental apartment building. As a condition of the project, the undersigned wish is to dedicate a four foot 4" wide strip of land along Spring Place to the District of Columbia for the purpose of extending the Metropolitan Branch Trail.



**Government of the District of Columbia  
Fire and Emergency Medical Services Department  
Washington, D.C. 20024**



August 26, 2013

Mr. Roland F. Dreist, Jr., D.C. Surveyor  
Department of Consumer and Regulatory Affairs  
1100 4<sup>th</sup> Street, 3<sup>rd</sup> floor  
Washington, D.C. 20024

Dear Mr. Dreist:

Re: S.O. 13-11003

I am in receipt of your correspondence dated August 26, 2013 in regards to the dedication of a public street adjacent to Squares 3185 & 3186.

After a review of the submission, the DC Fire and EMS Department has **no objections or concerns** regarding the proposal. If you require any further assistance please do not hesitate to contact me directly.

Sincerely,

Bruce D. Faust  
Deputy Fire Chief  
Fire Prevention Division





A PHI Company

Pepco Engineering – D.C.  
Building #59, Office #2763  
3400 Benning Rd., NE  
Washington, DC 20019  
(202) 388-2602  
Fax (202) 388-2103

August 29, 2013

Mr. Roland F. Dreist  
Office of the Surveyor  
Government of the District of Columbia  
Department of Consumer and Regulatory Affairs  
1100 4<sup>th</sup> St., SW, 3<sup>rd</sup> Floor  
Washington, D. C. 20024

Dear Mr. Dreist:

Subject: Proposed Dedication of a Public Street Adjacent to  
Squares 3185 and 3186 – S.O. 13-11003, Spring Pl., NW

In response to your letter dated August 26, 2013 and its attached letter from Jordan & Keys dated July 17, 2013 concerning the proposed street dedication in the 7000-block of Spring Place, NW we comment as follows:

The proposed dedication consist of a four-foot (4') wide strip of land running along the north side of Spring Place, 129.88 ft. west of Public Highway (Bull Place) and 85.45 ft. east of Public Highway (Bull Place). There is a Pepco pole in the northwest corner of Spring Place and Bull Place adjacent to the area to be dedicated. The proposed street dedication does not create a conflict with the pole. Therefore, we do not object to the proposed street dedication.

Should you have any questions regarding this matter, please call me at (202) 388-2602 or send an e-mail to me at [rcbrown@pepco.com](mailto:rcbrown@pepco.com).

**Office of the Surveyor**

OCT 03 2013

**RECEIVED**

Very truly yours,

*Robert C. Brown*  
Robert C. Brown

Sr. Supervising Engineer

Network Engineering  
OPPE MD/DC



13101 Columbia Pike, FDC 1  
Floor 1  
Silver Spring, MD 20904

September 11th, 2013  
Mr. Roland F. Dreist, Jr.  
Office of the Surveyor  
1100 4<sup>th</sup> Street SW  
Washington, D.C. 20024

RE: Proposed Dedication of a Public Street in Squares 3185 and 3186-S.O 13-11003

Dear Mr. Dreist:

In reference to your letter dated August 26<sup>th</sup>, 2013 given to Verizon which relates to the Dedication of a Public Street in Squares 3185 and 3186

Location: Square 3185 and 3186

Verizon Washington D.C. Inc. does not object to the proposal.

[ ] Service is no longer required in the Square.

[ ] An easement will be provided, and paid for by the owners with metes and bounds description with a plat and all documentation necessary to record the easement to permit existing telephone plant to remain in its present location subject to Verizon approval.

[ ] Verizon is fully reimbursed for relocating its plant and feeders. Alley/Street closing will not take place until these facilities are completely relocated and permanent services restored fully to all customers affected by the move.

[ ] Telephone cables and terminals are cut off and abandoned.

Very truly yours,

Gabor I. Varsa, Kenny Young  
Engineer, Outside Plant Engineering, WSAM

A handwritten signature in black ink, appearing to be "K-Young" with a stylized flourish at the end.

GIV/kdy

c.c. D.C.D.O.T. Underground Location Section  
Area Engineer  
File



6801 Industrial Road  
Springfield, Virginia 22151

October 03rd, 2013

Mr. Roland Driest  
Atten. Diana Dorsey Hill  
Department Of Consumer and Regulatory Affairs  
Building and Land Regulation Administration  
Office of The Surveyor  
Washington, D.C. 20002

Dear Mr. Roland Driest

RE: Proposed Dedication of a Public Street Adjacent to Squares 3185 and 3186 – S.O. 13-11003.

We have no facilities in conflict with the area as shown and have no objection to the proposed dedication.

Sincerely,

A handwritten signature in black ink, appearing to read "R. A. Banks".

Robert Banks  
Digitizer / Draftsman



## **Advisory Neighborhood Commission 4B**

6856 Eastern Avenue, NW - Suite 314

Washington, DC 20012

202-291-6282 (Office)

*Ron Austin, ANC 4B06, Chairperson; Douglass Sloan, ANC 4B09, Vice Chairperson;*

*Yvonne Jefferson, ANC 4B08, Secretary; Frederick Grant, ANC 4B03, Treasurer;*

*Sara Green, ANC 4B01; Faith Wheeler, ANC 4B02; Brenda Parks, ANC 4B04; Brenda Speaks, ANC 4B05;*

*Judi Jones, ANC 4B07*

January 29, 2014

Mr. Roland F. Dreist, Jr.  
Surveyor, District of Columbia  
Department of Consumer and Regulatory Affairs  
941 North Capitol Street N.E, Suite 2700  
Washington, DC 2000214

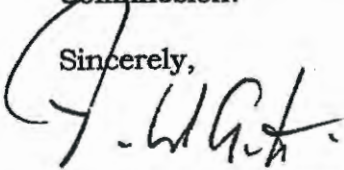
**RE: Proposed Dedication of a Public Street Adjacent to Squares 3185 and  
31864 - S.O. 13-11003**

Dear Mr. Dreist:

At its regularly scheduled meeting on January 27, 2014 (notice of which was properly given, and at which a quorum of seven of nine members was present) ANC4B voted unanimously (7 yes, 0 no) to adopt the attached resolution regarding the dedication of a public street.

The Commission submits this resolution under the provisions of DC Code 1-309.10(a) through 1-309.10(h)(1), which require, among other things, that Advisory Neighborhood Commission recommendations be given "great weight" by DC government agencies, that DC government agencies "articulate with particularity and precision the reasons why the Commission does or does not offer persuasive advice under the circumstances. In doing so, the government entity must articulate specific findings and conclusions with respect to each issue and concern raised by the Commission."

Sincerely,

  
Ronald Austin, ANC 4B06  
Chairperson

cc: Commissioners, ANC 4B  
Hon. Muriel Bowser, Councilmember, Ward 4  
Mr. Gottlieb Simon, Executive Director, Office of Advisory Neighborhood  
Commissions



**Advisory Neighborhood Commission 4B**  
**Government of the District of Columbia**  
**6856 Eastern Avenue, NW - Suite 314**  
**Washington, DC 20012**

**RESOLUTION #14-0106**  
**Spring Place Dedication – Metropolitan Branch Trail**  
**Adopted January 27, 2014**

**RESOLVED:**

Advisory Neighborhood Commission 4B has received a plat and other information from the Office of the Surveyor. We understand that Keystar Spring Place LLC and Anabel Pestana will, as per the Board of Zoning's Order 18503 and 18505, dedicate a 4-foot-wide strip of land in front of 7051-7053 Spring Place, NW for the use of pedestrians and bikers.

We rely on the Office of the Surveyor's technical expertise in evaluating the accuracy of the submission. We thank Keystar, Ms. Pestana, and the Office of the Surveyor for sharing the plans with us.

**ADOPTED** by show-of-hands vote at a regular public meeting (notice of which was properly given, and at which a quorum of seven of nine members was present) on January 27, 2014, by a vote of 7 yes, 0 no.





**National  
Capital  
Planning  
Commission**

401 9<sup>th</sup> Street, NW

North Lobby, Suite 500

Washington, DC 20004

Tel: 202.482.7200

Fax: 202.482.7272

[www.ncpc.gov](http://www.ncpc.gov)

IN REPLY REFER TO:  
NCPC File No. 7528

October 30, 2013

Mr. Roland F. Dreist, Jr.  
Surveyor  
District of Columbia Department of Consumer and Regulatory Affairs  
1100 4<sup>th</sup> Street, SW – 3<sup>rd</sup> Floor  
Washington, DC 20024

Re: S.O. 13-11003 - Proposed dedication of a public street adjacent to Squares 3185 and 3186.

Dear Mr. Dreist:

The purpose of this letter is to inform you of the status of the National Capital Planning Commission's (NCPC) review of S.O. 13-11003. By letter dated August 26, 2013, you referred the proposed dedication of a public street adjacent to Squares 3185 and 3186 to NCPC pursuant to Section 9-202.02 of the D.C. Official Code, which requires the Mayor of the District of Columbia to refer all proposals for full, or partial, street and alley *closings* to NCPC for recommendation. Upon examination, it has been determined that the application does not require NCPC review since what is being proposed is a street dedication rather than a condemnation or closing, which NCPC does have review authority over under the section of the D.C. Code cited above. This proposal would also not require approval by NCPC pursuant to its review authority over amendments to the Highway Plan of the District of Columbia (D.C. Code §9-103.02). It is our understanding that the proposal only entails a slight widening of a minor street, Spring Place, NW, which is currently not included in the Highway Plan, through dedication of a four-foot strip of privately-owned adjacent land that is slated for redevelopment for purposes of extending the Metropolitan Branch Trail. In addition to a conversation with you, NCPC staff also verified the scope of the proposal with Mr. George Keys, legal counsel representing the project proponent, Keystar Spring Place, LLC.

I appreciate your continued effort to submit timely referrals to NCPC involving street and alley actions and Highway Plan amendments. If you have any questions or require additional information on the project discussed above please contact Shane L. Dettman at (202) 482-7267 or [shane.dettman@ncpc.gov](mailto:shane.dettman@ncpc.gov).

Sincerely,

A handwritten signature in cursive script, reading "Christine Saum".

Christine Saum, AIA  
Director, Urban Design and Plan Review

Cc: George Keys, Jordan & Keys, PLLC (transmitted via email)

✓


**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**DEPARTMENT OF PUBLIC WORKS**



Solid Waste Management Administration

**MEMORANDUM**

**TO:** Roland F. Dreist, Jr.  
Surveyor, D.C.

**FROM:** Anthony Duckett   
Associate Administrator, SACD

**SUBJECT:** Proposed dedication of public Street Adjacent to Square 3185 and 3186- S.O. 13-11003

**Date:** February 25, 2014

The following Public Street was investigated for review:

Square -3185 and 3186- S.O. 13-11003

The Department has reviewed the proposed dedication and at this time we have no objection to the Street being dedicated.

If you have any questions please call me at 727-2539



Takoma Spring Place LP  
3 Bethesda Metro  
Bethesda, MD 20814

VIA: email to Cynthia LeFevre

December 22, 2015

Chairman Mendelson  
Council of the District of Columbia  
1350 Pennsylvania Avenue, NW  
Washington, DC 20004

Re: Bill 21-449, S.O. 11-003, Metro Village Apartments, 7051 & 7053 Spring Place, NW (Square 3185 \ Lot 53 & Square 3186 \ Lot 2)

Dear Chairman Mendelson:

This is a follow up to my testimony on December 22, 2015 regarding the above referenced properties and dedication. Metro Village is a 150 unit – 2 building mixed income community being developed by Takoma Spring Place LP. The community features 120 unit available to households making up to 60% of AMI and 30 units that are at market rents.

The property being dedicated is to allow for the widening of Spring Place, NW such that a portion of the Metropolitan Branch Trail can be accommodated on Spring Place, NW. The attached Metro Village Dedication Areas document highlights the areas to be dedicated in yellow. These areas correspond to the Areas of Dedication in the attached Street Dedication Plat dated July 12, 2013.

During my testimony it was requested that I provide confirmation that the water vault easements have been provided to DCWATER. The recorded documents are attached:

- DCWATER Easement from Keystar
- Easement from Keystar Pestana to WASA

For reference I have also included the recorded easement from Keystar to DDOT that accommodates the trail running over Square 3186 \ Lot 2.

If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

Bruce Levin  
General Partner  
Takoma Spring Place LP

Attachments: Metro Village Dedication Areas (site plan)  
Street Dedication Plat  
DCWATER Easement from Keystar  
Easement from Keystar Pestana to WASA  
Easement from Keystar to DDOT

cc: Don Tucker, Takoma Spring Place, LP  
Roland Dreist, District of Columbia Surveyor



2014066000-11

Prepared by and Return to:

2014-0046

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

Maximo # 13-63863

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Agreement**”) made this 4th day of April, 2014 between **KEYSTAR SPRING PLACE, LLC**, herein called “**Grantor**,” and the **DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**, an independent authority of the District of Columbia, herein called “**Authority**”.

### RECITALS

WHEREAS, Grantor owns that certain real property located in the District of Columbia and described in the attached **Exhibit A** (the “**Subject Property**”); and

WHEREAS, Grantor has requested that Authority provide water and/or sewer service to the Subject Property; and

WHEREAS, in order to enable Authority to provide such service, Grantor has agreed to make a grant of easement to Authority for the purposes described in this Agreement; and

WHEREAS, Authority has agreed to accept such grant of easement on the terms and conditions set forth in this Agreement;

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

1. Grant of Easement. Grantor hereby grants unto Authority and its successors and assigns, a permanent easement (“**Easement**”) with the right of pedestrian and vehicular ingress and egress to and across the Easement Area (as defined below) and, following the initial construction by Grantor described in paragraph 2 below, the right to install, construct, reconstruct, alter, maintain, repair, enlarge, relocate and inspect all pipes and other appurtenances the Authority deems appropriate, now or in the future, to and/or for water service and sanitary sewer service together with their related facilities and for the public combined storm and sanitary sewer system and related facilities (individually and collectively, the “**Facilities**”). The Easement extends across, over, through, under, and is confined to those parts of the Subject Property, which are described in the attached **Exhibit B** and shown on the attached **Exhibit C** (collectively, the “**Easement Area**”).

2. Construction Work. Grantor shall be solely responsible for, and have the exclusive right, at its expense and cost, to conduct the initial construction work or installation of Facilities in the Easement Area.

3. Facilities Ownership and Maintenance. Following the completion of the initial construction and installation of the Facilities by Grantor, and acceptance by Authority, all Facilities in the Easement Area shall be the property of Authority. Authority shall make any repairs or replacements to the Facilities it deems necessary for their proper upkeep and maintenance. Following any work by Authority that disturbs the surface of the Easement Area, Authority shall restore the surface, including ordinary lawns, standard walks, roadways, driveways and parking lot surfacing, to the condition in which it existed prior to Authority's work; provided, however, Authority will in no case be responsible for replacing or paying for the repair or replacement of any structure, tree or other surface feature violative of this Agreement, specifically including paragraph 5 below. Grantor covenants that, except for the combined sewer system and facilities constituting a portion of the Facilities, it shall own, operate and maintain all storm water collection and management facilities including, without limitation, catch basins, pipes and other related storm water management devices and appurtenances, now existing or hereafter installed, located on the Subject Property or immediately adjacent to the Subject Property in public space and Grantor agrees that Authority has no ownership or maintenance responsibility for such facilities. Grantor further agrees that the term "Facilities" utilized in this Agreement does not include any such storm water collection and management facilities.

4. Access to Subject Property. During the course of any work permitted hereunder and during any periodic inspection and maintenance of the Facilities or the Easement Area, Authority shall be permitted to access the Subject Property with persons, vehicles and any other equipment it deems necessary. In addition to the foregoing, Authority, and its respective agents and employees, shall have the right to use land of the Grantor adjoining the Easement Area to the extent reasonably necessary to facilitate replacement, alteration, maintenance, inspection, operation and any necessary repairs; provided, however, that this right to use adjoining land shall be exercised only during periods of actual replacement, alteration, maintenance, inspection, operation or repair, and then only to the minimum extent necessary for such work; and further, this right to use adjoining land shall not be construed to allow the Authority to erect any building, structure or facilities of a permanent nature on such adjoining land.



5. Interference with Use. Grantor shall use and operate the Subject Property so that there is no unreasonable interference with Authority's use and operation of the Facilities and the Easement Area. Grantor shall not erect any buildings, walls or other structures in the Easement Area either above or below grade that impair the Authority's ability to excavate and repair the Facilities, and shall not plant or allow any trees being planted or grown thereon. In addition, Grantor is specifically prohibited from constructing or placing in the Easement Area any structure, container, surface or subsurface feature (including, without limitation, swimming pools, ponds and detention basins) for the storage or containment of any liquids including, without limitation, water, heating oil, gasoline, diesel fuel, and liquefied natural gas. However, non-structural fences, walks, pavement for driveways and parking lot surfacing may be constructed or placed within the Easement Area. Authority shall have the right at all times to cut or remove any trees or structures or other obstructions in the Easement Area at Grantor's expense. Further, Grantor shall not cause or permit a change of grade of the Easement Area resulting in an increase or decrease in the grade by more than twelve inches (12"). Grantor may allow other utility providers to install conduit, cable or pipes in the Easement Area provided such installed materials cross the Facilities at an angle of not less than forty-five (45) degrees. Grantor reserves the right to continue to use the land within the Easement Area for any use and purposes which shall not violate in any way the preceding restrictions and which shall not interfere with the use thereof by Authority in fulfilling the purposes for which this Easement is granted.

6. Miscellaneous.

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

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

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

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

(e) Further Actions. The parties hereto shall at any time and from time to time after the execution of this Agreement, upon request of any party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as reasonably may be required to effectuate the purposes of this Agreement.

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

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

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

(i) Indemnification. In connection with the construction by Grantor of any structure or building abutting or encroaching upon the Easement Area, Grantor will assume all liability for any damage to the Facilities. Grantor shall indemnify, hold harmless, protect and defend Authority and officers, directors, employees and agents against and from all losses, damages, liabilities, suits, claims, demands, expenses (including, without limitation, attorneys' fees), judgments, interest and costs incurred or suffered by Authority or its officers, directors, employees and agents that arise either as a result of Grantor's negligence or as a result of Authority's use of or entry in the Easement Area including the installation, operation, maintenance and replacement of all or any portion of the Facilities. GRANTOR SPECIFICALLY INDEMNIFIES AUTHORITY FOR AUTHORITY'S OWN SIMPLE NEGLIGENCE.

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


(k) Anti-Deficiency Acts. The obligations of Authority to fulfill financial obligations, if any, pursuant to this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein (to which Authority is a party), are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2004); (ii) the D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (iii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2006 Supp.); and (iv) the Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2006 Supp) (collectively, (i), (ii), (iii) and (iv), as amended from time to time, the “**Anti-Deficiency Acts**”). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of Authority in anticipation of an appropriation by Congress for such purpose, and Authority’s legal liability for the payment of any charges under this Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

(l) Anti-Deficiency as to HUD. Notwithstanding the foregoing, if the United States Department of Housing and Urban Development (“**HUD**”) is ever deemed the “Owner” of all or part of the Subject Property, HUD shall not be subject to the indemnification provisions contained in Paragraph 6(i). HUD prohibits and does not authorize any expenditure which would violate any Anti-Deficiency Act, including 31 U.S.C. § 1341. Any provision of this Agreement which violate(s) any Anti-Deficiency Act, in the past, present or future, will not be enforced against HUD. Notwithstanding any other provision of this Agreement, HUD, whether in the capacity of subsidy provider, loan insurer, lender, owner, lessee or mortgagee in possession, shall have no obligation of reimbursement, indemnity, or holding harmless, of any nature whatsoever, to any governmental entity, private entity, person or party, either now or in the future.

[SIGNATURE PAGES FOLLOW]

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

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

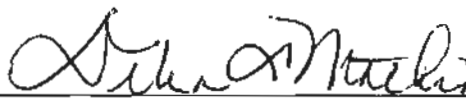
By:   
Name: George S. Hawkins  
Title: General Manager

DISTRICT OF COLUMBIA:

I, Debra L Mathis, a Notary Public in and for the aforesaid jurisdiction do hereby certify that George S. Hawkins, as General Manager representing the District of Columbia Water and Sewer Authority, party to the foregoing Easement Agreement bearing the date of the 4th day of April, 2014, personally appeared before me in said jurisdiction, the said George S. Hawkins being personally well known to me as the person who executed said Easement Agreement and acknowledged the same to be the act and deed of the District of Columbia Water and Sewer Authority.

Given under my hand and seal this 18<sup>th</sup> day of July 2014.



  
NOTARY PUBLIC

My Commission Expires DEBRA L. MATHIS  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires January 1, 2017



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

KEYSTAR SPRING PLACE, LLC

By:   
Name: Bruce Levin  
Title: Manager

STATE OF: District of Columbia )  
COUNTY OF: Washington ) ss:

I, Catherine Easter, a Notary Public in and for the aforesaid jurisdiction do hereby certify that Bruce Levin, as Manager representing Keystar Spring Place, LLC, party to the foregoing Easement Agreement bearing the date of the 4th day of April, 2014, personally appeared before me in said jurisdiction, the said Bruce Levin being personally well known to me as the person who executed said Easement Agreement and acknowledged the same to be his or her act and deed and the act and deed of Keystar Spring Place, LLC.

Given under my hand and seal this 22<sup>nd</sup> day of April 2014.



NOTARY PUBLIC

My Commission Expires March 14, 2017



**Exhibit A  
LEGAL DESCRIPTION**

**LOT 2  
SQUARE 3186**

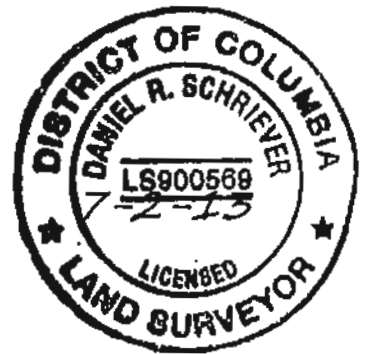
**DISTRICT OF COLUMBIA**

**July 2, 2013**

Being all of Lot 2 in Square 3186, District of Columbia as shown on a Plat of Subdivision recorded March 14, 2013 in Subdivision Book 207 at Page 71 among the Records of the Office of the Surveyor of the District of Columbia and containing a record area of 24,171 square feet or 0.55489 of an acre of land, more or less.



Daniel R. Schriever  
Licensed Surveyor  
District of Columbia No. LS 900569  
For **A. Morton Thomas and Associates, Inc.**



**Exhibit B**  
**Description of an**  
**Easement for a Water Meter Vault**  
**Across The Property of**  
**Keystar Spring Place LLC**

**Lot 2, Square 3186**  
**District of Columbia**

July 2, 2013

**BEING** a strip or parcel of land, running in, through, over and across Lot 2 in Square 3186, District of Columbia as shown on a Plat of Subdivision recorded March 14, 2013 in Subdivision Book 207 at Page 71 among the Records of the Office of the Surveyor of the District of Columbia; said easement being more particularly described in the District of Columbia Surveyor's Office meridian as follows:

**BEGINNING** at a point on the northerly line of Spring Place, N.W. (25 feet wide) and on the North 50° 24' 00" West, 170.98 foot plat line of said Lot 2, said point being South 50° 24' 00" East, 32.52 feet from the end thereof; thence running in, through, over and across said Lot 2 the following nine (9) courses and distances

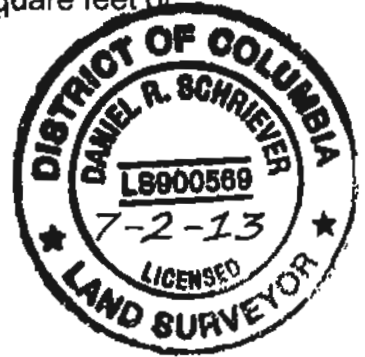
1. North 42° 40' 19" East, 2.61 feet to a point; thence
2. North 45° 13' 19" East, 10.01 feet to a point; thence
3. North 56° 01' 30" West, 2.05 feet to a point; thence
4. North 33° 58' 30" East, 17.00 feet to a point; thence
5. South 56° 01' 30" East, 17.00 feet to a point; thence
6. South 33° 58' 30" West, 17.00 feet to a point; thence
7. North 56° 01' 30" West, 4.75 feet to a point; thence
8. South 45° 13' 19" West, 11.77 feet to a point; thence
9. South 42° 40' 19" West, 1.85 feet to a point on the said northerly line of Spring Place, N.W.; thence binding on and running with said northerly line
10. North 50° 24' 00" West, 10.01 feet to the Point of Beginning.

Said water meter vault easement containing an area of 420 square feet or 0.00964 of an acre of land, more or less.

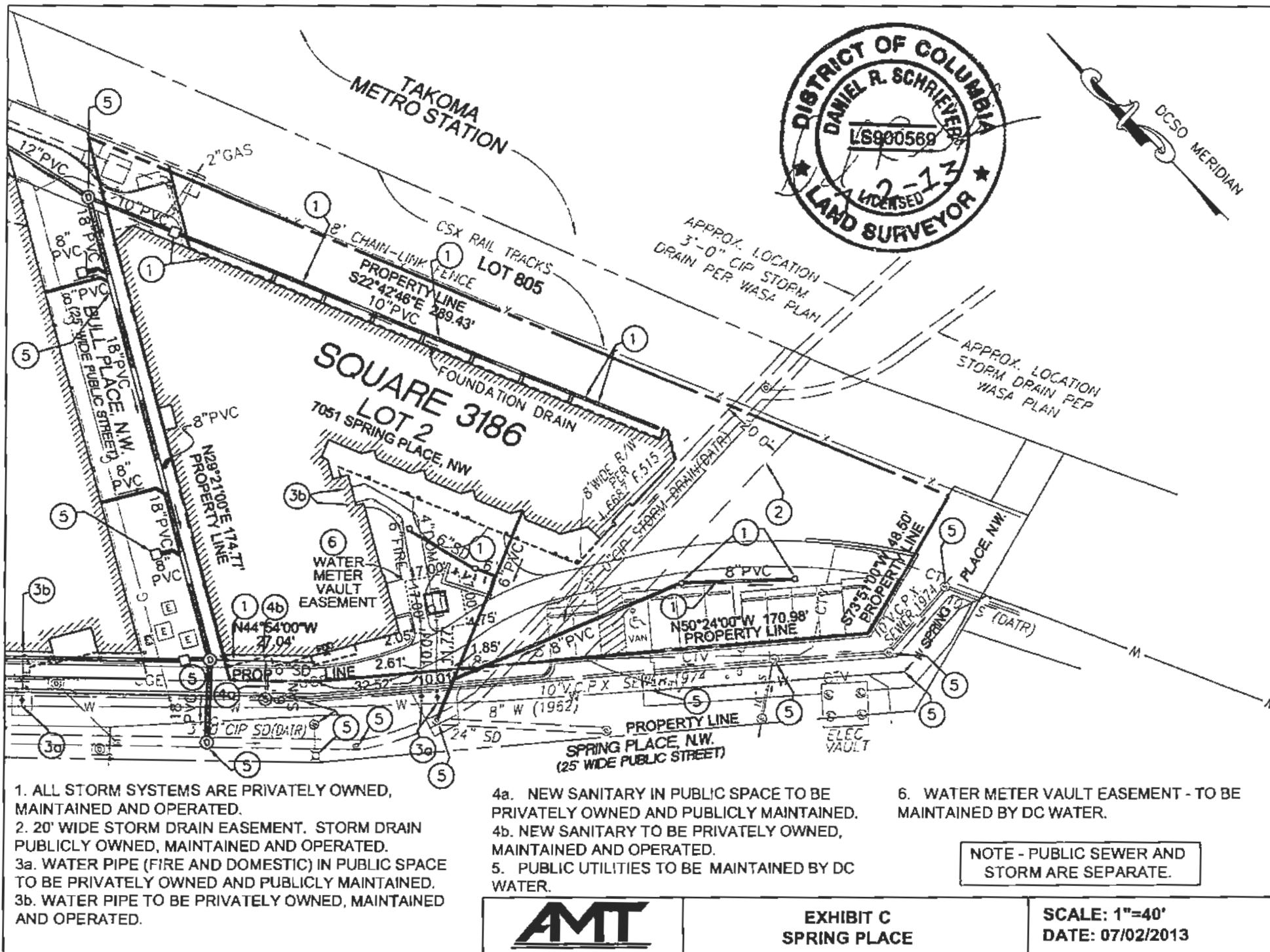


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Daniel R. Schriever  
Licensed Surveyor  
District of Columbia License No: LS900569  
For A. Morton Thomas and Associates, Inc.







1. ALL STORM SYSTEMS ARE PRIVATELY OWNED, MAINTAINED AND OPERATED.
2. 20' WIDE STORM DRAIN EASEMENT. STORM DRAIN PUBLICLY OWNED, MAINTAINED AND OPERATED.
- 3a. WATER PIPE (FIRE AND DOMESTIC) IN PUBLIC SPACE TO BE PRIVATELY OWNED AND PUBLICLY MAINTAINED.
- 3b. WATER PIPE TO BE PRIVATELY OWNED, MAINTAINED AND OPERATED.

- 4a. NEW SANITARY IN PUBLIC SPACE TO BE PRIVATELY OWNED AND PUBLICLY MAINTAINED.
- 4b. NEW SANITARY TO BE PRIVATELY OWNED, MAINTAINED AND OPERATED.
5. PUBLIC UTILITIES TO BE MAINTAINED BY DC WATER.

6. WATER METER VAULT EASEMENT - TO BE MAINTAINED BY DC WATER.

NOTE - PUBLIC SEWER AND STORM ARE SEPARATE.

**AMT**

EXHIBIT C  
 SPRING PLACE

SCALE: 1"=40'  
 DATE: 07/02/2013

DC SURVEYOR'S OFFICE MERIDIAN

**SQUARE 3185**  
 LOT 53  
 (SUBDIV BK 207 - PG 81)  
 PROPERTY OF  
**KEYSTAR SPRING PLACE LLC**  
 AND  
**ANABEL PESTANA**

**SQUARE 3185**  
**LOT 819**

**SQUARE 3186**  
 LOT 2  
 (SUBDIV BK 207 - PG 71)  
 PROPERTY OF  
**KEYSTAR SPRING PLACE LLC**

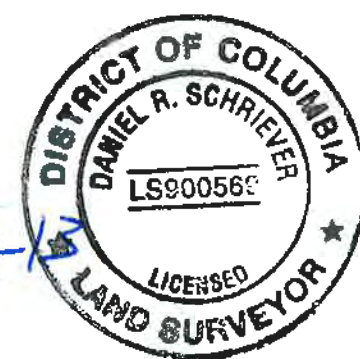
AREA OF STREET DEDICATION  
 FROM LOT 53 - SO 3185  
 AREA-520 sq. ft. or 0.01194 acres

AREA OF STREET DEDICATION  
 FROM LOT 2 - SO 3186  
 AREA-332 sq. ft. or 0.00762 acres

**SPRING PLACE, N.W.**  
 (25' WIDE PUBLIC STREET)

**STREET DEDICATION EXHIBIT**  
 ACROSS THE PROPERTY OF  
**KEYSTAR SPRING PLACE, LLC**  
 AND **ANABEL PESTANA**  
**SQUARE 3185 - LOT 53 AND SQUARE 3186 - LOT 2**  
**DISTRICT OF COLUMBIA**  
**SCALE: 1"=50' JULY, 2013**

**A. MORTON THOMAS AND ASSOCIATES, INC.**  
 CONSULTING ENGINEERS  
 12750 TWINBROOK PARKWAY  
 ROCKVILLE, MARYLAND 20852  
 301-881-2545 (TELE) 301-881-0814 (FAX)  
 AMT NO. 112-588,01



*[Handwritten Signature]*  
 7-12-13

**DANIEL R. SCHRIEVER**  
 LICENSED SURVEYOR  
 DISTRICT OF COLUMBIA NO. LS 900569  
 FOR A. MORTON THOMAS AND ASSOCIATES, INC.



2014066003-12

Prepared by and Return to:

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

2014-0043

Maximo # 13-63863

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") made this 4th day of April, 2014 between **KEYSTAR SPRING PLACE, LLC** and **ANABEL PESTANA**, collectively and individually herein called "**Grantor**," and the **DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**, an independent authority of the District of Columbia, herein called "**Authority**".

### RECITALS

WHEREAS, Grantor owns that certain real property located in the District of Columbia and described in the attached **Exhibit A** (the "**Subject Property**"); and

WHEREAS, Grantor has requested that Authority provide water and/or sewer service to the Subject Property; and

WHEREAS, in order to enable Authority to provide such service, Grantor has agreed to make a grant of easement to Authority for the purposes described in this Agreement; and

WHEREAS, Authority has agreed to accept such grant of easement on the terms and conditions set forth in this Agreement;

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

1. Grant of Easement. Grantor hereby grants unto Authority and its successors and assigns, a permanent easement ("**Easement**") with the right of pedestrian and vehicular ingress and egress to and across the Easement Area (as defined below) and, following the initial construction by Grantor described in paragraph 2 below, the right to install, construct, reconstruct, alter, maintain, repair, enlarge, relocate and inspect all pipes and other appurtenances the Authority deems appropriate, now or in the future, to and/or for water service and sanitary sewer service together with their related facilities and for the public combined storm and sanitary sewer system and related facilities (individually and collectively, the "**Facilities**"). The Easement extends across, over, through, under, and is confined to those parts of the Subject Property, which are described in the attached **Exhibit B** and shown on the attached **Exhibit C** (collectively, the "**Easement Area**").

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

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

(c) Further Actions. The parties hereto shall at any time and from time to time after the execution of this Agreement, upon request of any party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as reasonably may be required to effectuate the purposes of this Agreement.

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

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

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

(i) Indemnification. In connection with the construction by Grantor of any structure or building abutting or encroaching upon the Easement Area, Grantor will assume all liability for any damage to the Facilities. Grantor shall indemnify, hold harmless, protect and defend Authority and officers, directors, employees and agents against and from all losses, damages, liabilities, suits, claims, demands, expenses (including, without limitation, attorneys' fees), judgments, interest and costs incurred or suffered by Authority or its officers, directors, employees and agents that arise either as a result of Grantor's negligence or as a result of Authority's use of or entry in the Easement Area including the installation, operation, maintenance and replacement of all or any portion of the Facilities. **GRANTOR SPECIFICALLY INDEMNIFIES AUTHORITY FOR AUTHORITY'S OWN SIMPLE NEGLIGENCE.**

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

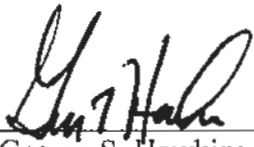
(k) Anti-Deficiency Acts. The obligations of Authority to fulfill financial obligations, if any, pursuant to this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein (to which Authority is a party), are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2004); (ii) the D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (iii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2006 Supp.); and (iv) the Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2006 Supp) (collectively, (i), (ii), (iii) and (iv), as amended from time to time, the “**Anti-Deficiency Acts**”). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of Authority in anticipation of an appropriation by Congress for such purpose, and Authority’s legal liability for the payment of any charges under this Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

(l) Anti-Deficiency as to HUD. Notwithstanding the foregoing, if the United States Department of Housing and Urban Development (“**HUD**”) is ever deemed the “Owner” of all or part of the Subject Property, HUD shall not be subject to the indemnification provisions contained in Paragraph 6(i). HUD prohibits and does not authorize any expenditure which would violate any Anti-Deficiency Act, including 31 U.S.C. § 1341. Any provision of this Agreement which violate(s) any Anti-Deficiency Act, in the past, present or future, will not be enforced against HUD. Notwithstanding any other provision of this Agreement, HUD, whether in the capacity of subsidy provider, loan insurer, lender, owner, lessee or mortgagee in possession, shall have no obligation of reimbursement, indemnity, or holding harmless, of any nature whatsoever, to any governmental entity, private entity, person or party, either now or in the future.

[SIGNATURE PAGES FOLLOW]

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

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

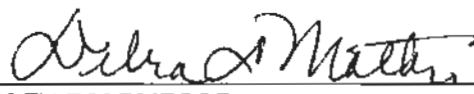
By:   
Name: George S. Hawkins  
Title: General Manager

DISTRICT OF COLUMBIA:

I, Debra L Mathis, a Notary Public in and for the aforesaid jurisdiction do hereby certify that George S. Hawkins, as General Manager representing the District of Columbia Water and Sewer Authority, party to the foregoing Easement Agreement bearing the date of the 4th day of April, 2014, personally appeared before me in said jurisdiction, the said George S. Hawkins being personally well known to me as the person who executed said Easement Agreement and acknowledged the same to be the act and deed of the District of Columbia Water and Sewer Authority.

Given under my hand and seal this 18<sup>th</sup> day of July 2014.




  
NOTARY PUBLIC

My Commission Expires DEBRA L. MATHIS  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires January 1, 2017



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

KEYSTAR SPRING PLACE, LLC

By:   
Name: Bruce Levin  
Title: Manager

STATE OF: DC )  
COUNTY OF: Washington ) ss:  
)

I, Catherine Easter, a Notary Public in and for the aforesaid jurisdiction do hereby certify that Bruce Levin, as Manager representing Keystar Spring Place, LLC, party to the foregoing Easement Agreement bearing the date of the 4th day of April, 2014, personally appeared before me in said jurisdiction, the said Bruce Levin being personally well known to me as the person who executed said Easement Agreement and acknowledged the same to be his or her act and deed and the act and deed of Keystar Spring Place, LLC.

Given under my hand and seal this 8<sup>th</sup> day of April 2014.

Catherine Easter  
NOTARY PUBLIC

My Commission Expires March 14, 2017



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

ANABEL PESTANA

By: Anabel Pestana

Name: Anabel Pestana

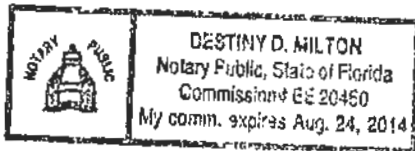
Title: Owner

STATE OF: Florida )

COUNTY OF: Palm Beach ) ss:

I, Anabel Pestana, a Notary Public in and for the aforesaid jurisdiction do hereby certify that Anabel Pestana, party to the foregoing Easement Agreement bearing the date of the 4th day of April, 2014, personally appeared before me in said jurisdiction, the said Anabel Pestana being personally well known to me as the person who executed said Easement Agreement and acknowledged the same to be his or her act and deed.

Given under my hand and seal this 11 day of April 2014.



Destiny D. Milton  
NOTARY PUBLIC

My Commission Expires Aug 24, 2014

**Exhibit A  
LEGAL DESCRIPTION**

**LOT 53  
SQUARE 3185**

**DISTRICT OF COLUMBIA**

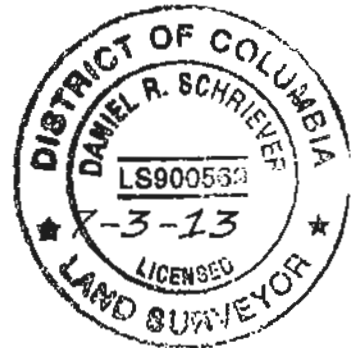
**July 3, 2013**

Being all of Lot 53 in Square 3185, District of Columbia as shown on a Plat of Subdivision recorded March 18, 2013 in Subdivision Book 207 at Page 81 among the Records of the Office of the Surveyor of the District of Columbia and containing a record area of 26,537 square feet or 0.60921 of an acre of land, more or less.



---

Daniel R. Schriever  
Licensed Surveyor  
District of Columbia No. LS 900569  
For **A. Morton Thomas and Associates, Inc.**



**Exhibit B  
Description of an  
Easement for a Water Meter Vault  
Across The Property of  
Keystar Spring Place LLC and  
Anabel Pestana**

**Lot 53, Square 3185  
District of Columbia**

July 3, 2013

**BEING** a strip or parcel of land, running in, through, over and across Lot 53 in Square 3185, District of Columbia as shown on a Plat of Subdivision recorded March 18, 2013 in Subdivision Book 207 at Page 81 among the Records of the Office of the Surveyor of the District of Columbia; said easement being more particularly described in the District of Columbia Surveyor's Office meridian as follows:

**BEGINNING** at a point on the northerly line of Spring Place, N.W. (25 feet wide); said point also being at the beginning of the North 29° 21' 00" West, 239.05 foot plat line of said Lot 53; thence binding on and running with the said plat line

1. North 29° 21' 00" East, 20.59 feet to a point; thence running in, through, over and across said Lot 53 the following four (4) courses and distances
2. South 60° 39' 00" East, 15.00 feet to a point; thence
3. South 29° 21' 00" West, 17.00 feet to a point; thence
4. North 60° 39' 00" West, 2.96 feet to a point; thence
5. South 45° 06' 00" West, 6.72 feet to a point on the said northerly line of Spring Place, N.W.; thence binding on and running with said northerly line
6. North 44° 54' 00" West, 10.61 feet to the Point of Beginning.

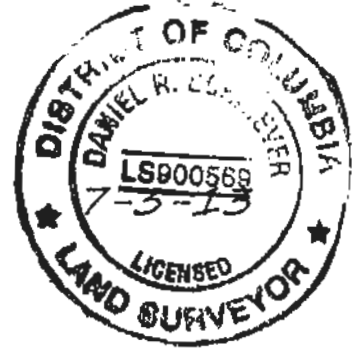


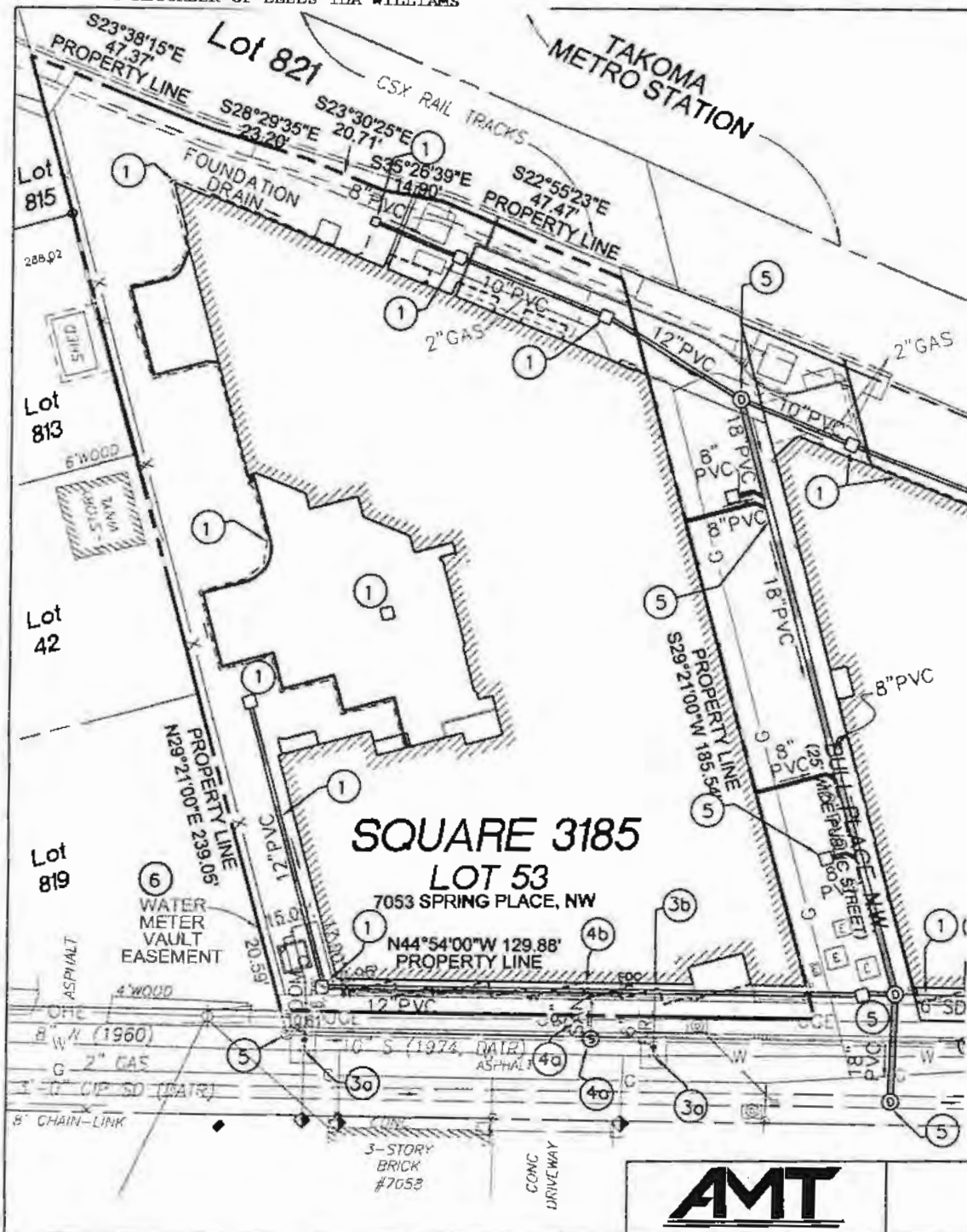
Said water meter vault easement containing an area of 312 square feet or 0.00716 of an acre of land, more or less.



---

Daniel R. Schriever  
Licensed Surveyor  
District of Columbia License No: LS900569  
For A. Morton Thomas and Associates, Inc.





1. ALL STORM SYSTEMS ARE PRIVATELY OWNED, MAINTAINED AND OPERATED.
- 3a. WATER PIPE (FIRE AND DOMESTIC) IN PUBLIC SPACE TO BE PRIVATELY OWNED AND PUBLICLY MAINTAINED.
- 3b. WATER PIPE TO BE PRIVATELY OWNED, MAINTAINED AND OPERATED.
- 4a. NEW SANITARY IN PUBLIC SPACE TO BE PRIVATELY OWNED AND PUBLICLY MAINTAINED.
- 4b. NEW SANITARY TO BE PRIVATELY OWNED, MAINTAINED AND OPERATED.
5. PUBLIC UTILITIES TO BE MAINTAINED BY DC WATER.
6. WATER METER VAULT EASEMENT - TO BE MAINTAINED BY DC WATER.

NOTE - PUBLIC SEWER AND STORM ARE SEPARATE.

# AMT

EXHIBIT C  
SPRING PLACE

SCALE: 1"=40'  
DATE: 07/03/2013







(WD 3042)

## EASEMENT AGREEMENT

### KEYSTAR SPRING PLACE

This Easement Agreement ("Agreement") entered into as of July 10, 2014 ("Effective Date"), by and between **Keystar Spring Place LLC**, a Maryland limited liability company ("Keystar" or "Grantor"), and the **District of Columbia**, acting by and through the **District Department of Transportation**, with consent of the District of Columbia Department of General Services, acting through its Director pursuant to D.C. Official Code § 50-921.04(4)(F) ("DDOT", "District" or "Grantee" and collectively the "Parties").

### RECITALS

A. Grantor is the owner of property located in Takoma Park known as Lot 2, Square 3186, as shown on the plat of subdivision recorded March 14, 2013, among the records of the Office of the Surveyor in Subdivision Book 207, at Page 71 (the "Property")

B. Grantor intends to construct a pedestrian and bicycle path ("Trail") across a portion of the Property, which portion is more particularly described in Exhibit A (Legal Description) and shown on Exhibit B (Plat) and contains approximately 1,635 square feet of land, more or less (collectively the "Easement Area"). Exhibits A and B are attached hereto and made a part hereof.

C. Grantor has agreed in its zoning application before the Board of Zoning Adjustment (Application No.'s 18503 and 18505) to grant Grantee a perpetual, non-exclusive easement in, upon, over and across the Easement Area as a condition of the development of the Property.

**NOW, THEREFORE**, in consideration of the mutual undertakings and covenants, plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Keystar and the District, intending to be legally bound, agree as follows:

1. Grant of Easement. Keystar hereby grants, bargains, and conveys to the District (collectively, the "Easement"): (x) a temporary non-exclusive easement to enter in, on, upon, above and across the Easement Area to construct the Trail subject to the remainder of this Agreement including, without limitation Section 3 below; and (y) a perpetual non-exclusive easement in, on, upon, above and across the Easement Area to use, operate, inspect, maintain, and repair the Trail, subject to the remainder of this Agreement including, without limitation, Section 4 below.

2. Intentionally Omitted.

3. Construction of Trail. Grantor shall cause the Trail to be constructed in accordance with the plans and specifications approved by DDOT (the "Plans") and consistent with Board of Zoning Adjustment Order, said Plans being attached hereto as Exhibit C and made



a part hereof.

4. Maintenance of Trail. The Trail shall be maintained, repaired, and reconstructed by the District, its agents, contractors or representatives, in accordance with the Plans, the Board of Zoning Adjustment Order, and all applicable laws and regulations.

5. Recordation. Grantee shall properly record this Easement in the Land Records of the District of Columbia and provide a copy of the recorded instrument to Grantor.

7. Successors and Assigns. The obligations and benefits conveyed and granted herein are to be binding on the parties and their respective successors.

8. Severability. If any provision of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof or any other application thereof shall not in any way be affected or impaired and such remaining provisions shall continue in full force and effect.

9. Modification. This Agreement shall not be amended, modified, or extinguished and no waiver of any provision hereof shall be effective, unless mutually agreed upon by the Parties. Such amendment, modification, extinguishment or waiver shall be in accordance with applicable law and shall be set forth in a written instrument authorized and executed by all Parties hereto and recorded among the land records in the District of Columbia. Each party hereto does hereby agree that, following any extinguishment hereof, each will cooperate with the other to the extent necessary to execute and record any documentation necessary for the release hereof.

11. Covenants to Run with the Land. This Agreement together with the covenants and conditions contained herein shall be recorded in the land records of the District of Columbia and shall be deemed real covenants running with the land and shall be binding upon and inure to the benefit of the Parties hereto, any mortgagees or beneficiaries.

12. Notices. All notice and other communications required hereunder shall be in writing and be deemed duly given if delivered personally, forwarded by overnight courier, or mailed by U.S. mail, postage prepaid, return receipt requested, to the following addresses:

If to the District:

District Department of Transportation  
55 M Street SE  
7<sup>th</sup> Floor  
Washington, DC 20003  
Attention: Director

with a copy to:

District Department of Transportation  
55 M Street SE  
7<sup>th</sup> Floor  
Washington, DC 20003  
Attention: General Counsel

And a copy to:

Office of the Attorney General  
Commercial Division  
1100 15<sup>th</sup> Street, NW, Suite 800  
Washington, DC 20005  
Attention: Real Estate Section

If to Keystar:

c/o Spring Place LLC  
3 Bethesda Metro Center, Suite 110  
Bethesda, Maryland 20814  
Attention: Mr. Donald E. Tucker

with a copy to:

MAC Realty Advisors, LLC  
2300 N Street, NW, Third Floor  
Washington, DC 20037  
Attention: Mr. Bruce Levin

Each party may change its address for notice at any time by providing written notice to the other party.

13. Exhibits; Recitals. All Exhibits referenced herein and attached hereto shall be deemed incorporated herein by reference. The Recitals of this Agreement are hereby incorporated by this reference and made a substantive part of the agreements between the Parties.

14. Miscellaneous. As used in the Agreement, the singular shall include the plural, the plural shall include the singular and words of any gender shall include the other genders as context may require. Any headings contained herein are for the convenience of the Parties only and shall not be interpreted to impart any additional meaning to the text. This document may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

15. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the District of Columbia.

16. Counterparts. This Agreement may be executed in counterparts by the Parties hereto so that this Agreement, if signed by all Parties, shall be considered a fully executed and binding Agreement when and if assembled by copies that have been executed in counterparts.

17. Required Consent. This Agreement is subject to the consent of the Director of the Department of General Services pursuant to D.C. Official Code § 50-921.04(4)(F) (2012) and shall not be effective nor binding unless and until such consent is obtained, in writing.

18. Anti-Deficiency. The obligations of the District to fulfill financial obligations pursuant to this Agreement are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004) (the "**Federal ADA**"), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia

Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.) (the “**D.C. ADA**” and (i) and (ii) collectively, as amended from time to time, the “**Anti-Deficiency Acts**”); and (iii) § 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the District in anticipation of an appropriation by Congress for such purpose, and the District’s legal liability for the payment of any fee or any other amounts under this Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

19. Anti-Deficiency as to HUD. Notwithstanding the foregoing, if the United States Department of Housing and Urban Development (“**HUD**”) is ever deemed the “Owner” or “Grantor” of all or part of the Property, HUD shall not be subject to any financial obligations pursuant to this Agreement. HUD prohibits and does not authorize any expenditure which would violate any Anti-Deficiency Act, including 31 U.S.C. § 1341. Any provision of this Agreement which violate(s)(d) any Anti-Deficiency Act, in the past, present or future, will not be enforced against HUD. Notwithstanding any other provision of this Agreement, HUD, whether in the capacity of subsidy provider, loan insurer, lender, owner, lessee or mortgagee in possession, shall have no obligation of reimbursement, indemnity, or holding harmless, of any nature whatsoever, to any governmental entity, private entity, person or party, either now or in the future.

***SIGNATURES ON FOLLOWING PAGES***

IN WITNESS WHEREOF, the District of Columbia, as of the day and year first above written, caused this Agreement to be signed by Matthew T. Brown, Acting Director of the District Department of Transportation for the District of Columbia.

**DISTRICT OF COLUMBIA,  
a municipal corporation, acting by and through  
the District Department of Transportation**

By: Matthew T. Brown  
Matthew T. Brown, Acting Director

DISTRICT OF COLUMBIA, ss:

I, Diana G. Jordan Notary Public in and for the District of Columbia, do hereby certify that Matthew T. Brown, who is personally well known to me as the person named as the Acting Director of the Department of Transportation in the foregoing Easement Agreement bearing date of the July 10th day of July, 2014, and hereunto annexed, personally appeared before me in said District and acknowledged and said such Agreement was signed and approved by him on behalf of the District of Columbia.

GIVEN under my hand and seal this 10th day of July, 2014.



My commission expires: [NOTARIAL SEAL]

2/19/19

Approved as to Legal Sufficiency:

[Signature]

Assistant Attorney General  
Office of the Attorney General  
District of Columbia

7/9/2014  
Date:

DIANA G. JORDAN  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires February 14, 2019


IN WITNESS WHEREOF, Keystar Spring Place LLC., as of the day and year first above written, caused this Agreement to be signed by Bruce Levin, Manager of Keystar LLC, its Manager.

WITNESS:

**Keystar Spring Place LLC**

By: Keystar LLC, its Manager




By   
Bruce Levin, Manager

DISTRICT OF COLUMBIA, ss:

I, Catherine Easter, a Notary Public in and for the District of Columbia, do hereby certify that Bruce Levin, the Manager of Keystar LLC, as Manager of **Keystar Spring Place LLC**, who is personally well known to me as the person named as such in the foregoing Easement Agreement bearing date of the 20<sup>th</sup> day of May, 2014, and hereunto annexed, personally appeared before me in said District and acknowledged said such Agreement to be approved by **Keystar Spring Place LLC**.

GIVEN under my hand and seal this 20<sup>th</sup> day of May, 2014.

  
Notary Public, D.C.

My commission expires: [NOTARIAL SEAL]  
March 14, 2017





**EXHIBIT A**

**Permanent Easement**

**Legal Description**

**(Attached)**

**Description of an  
Easement for a Trail  
Across The Property of  
Keystar Spring Place LLC**

**Lot 2, Square 3186  
District of Columbia**

July 5, 2013

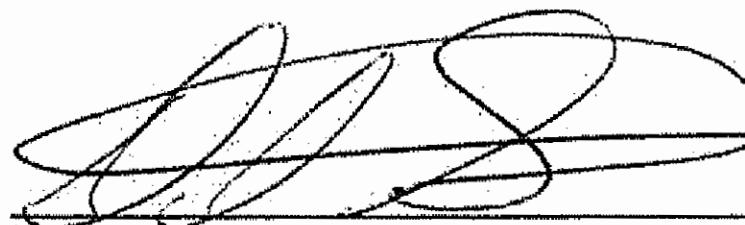
**BEING** a strip or parcel of land of variable width, running in, through, over and across Lot 2 in Square 3186, District of Columbia as shown on a Plat of Subdivision recorded March 14, 2013 in Subdivision Book 207 at Page 71 among the Records of the Office of the Surveyor of the District of Columbia; said easement being more particularly described in the District of Columbia Surveyor's Office meridian as follows:

**BEGINNING** at a point on the northerly line of Spring Place, N.W. (25 feet wide), said point being 18.14 feet from the end of the South 73° 51' 00" West, 48.50 foot plat line of said Lot 2; thence running in, through, over and across said Lot 2 the following eleven (11) courses and distances

1. 82.45 feet along the arc of a curve to the left, having a radius of 193.63 feet, a delta angle of 24° 23' 48" and a chord bearing and distance of North 46° 04' 17" West, 81.83 feet to a point; thence
2. North 58° 16' 11" West, 20.82 feet to a point; thence
3. 28.70 feet along the arc of a curve to the left, having a radius of 71.77 feet, a delta angle of 22° 54' 42" and a chord bearing and distance of North 69° 41' 47" West, 28.51 feet to a point; thence
4. 10.56 feet along the arc of a curve to the right, having a radius of 98.42 feet, a delta angle of 6° 09' 01" and a chord bearing and distance of North 78° 03' 20" West, 10.56 feet to a point; thence running with and binding on a line of future street dedication the following two (2) courses and distances
5. North 50° 24' 00" West, 42.52 feet to a point; thence
6. North 44° 54' 00" West, 1.36 feet to a point; thence
7. North 45° 06' 00" East, 1.00 feet to a point; thence

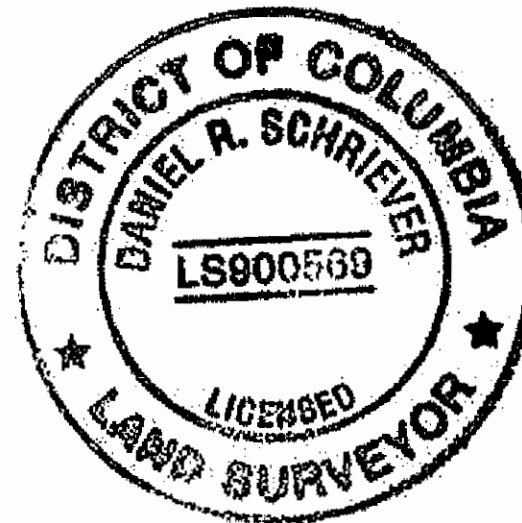
8. 50.26 feet along the arc of a curve to the left, having a radius of 88.41 feet, a delta angle of  $32^{\circ} 34' 10''$  and a chord bearing and distance of South  $64^{\circ} 50' 41''$  East, 49.58 feet to a point; thence
9. 32.69 feet along the arc of a curve to the right, having a radius of 81.75 feet, a delta angle of  $22^{\circ} 54' 42''$  and a chord bearing and distance of South  $69^{\circ} 41' 54''$  East, 32.48 feet to a point; thence
10. South  $58^{\circ} 16' 11''$  East, 20.82 feet to a point; thence
11. 89.89 feet along the arc of a curve to the right, having a radius of 203.63 feet, a delta angle of  $25^{\circ} 17' 37''$  and a chord bearing and distance of South  $45^{\circ} 37' 23''$  East, 89.17 feet to a point on the said northerly line of Spring Place, N.W.; thence binding on and running with said northerly line
12. South  $73^{\circ} 51' 00''$  West, 10.47 feet to the Point of Beginning.

Containing an area of 1,635 square feet or 0.03753 of an acre of land, more or less.



5-15-14

Daniel R. Schriever  
Licensed Surveyor  
District of Columbia License No: LS900569  
For A. Morton Thomas and Associates, Inc.



**EXHIBIT B**

**Easement**

**Plat**

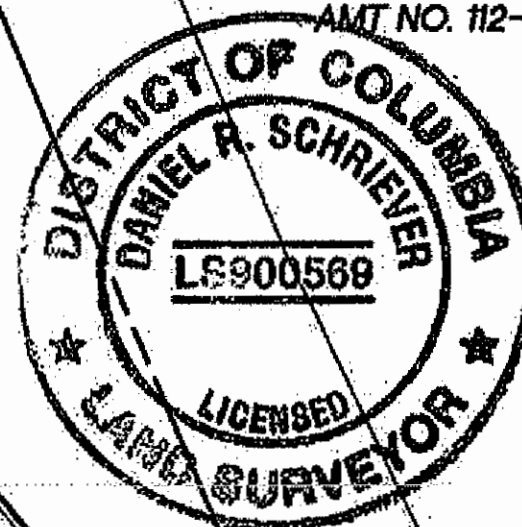
**(Attached)**

CURVE TABLE					
CURVE#	ARC	RADIUS	DELTA	CHD BRG	CHD DIST
C1	82.45	193.63	24°23'48"	N46°04'17"W	81.83
C2	28.70	71.77	22°54'42"	N69°41'47"W	28.51
C3	10.56	98.42	6°09'01"	N78°03'20"W	10.56
C4	50.26	88.41	32°34'10"	S64°50'41"E	49.58
C5	32.69	81.75	22°54'42"	S69°41'54"E	32.48
C6	89.89	203.63	25°17'37"	S45°37'23"E	89.17

LINE TABLE		
LINE#	LENGTH	DIRECTION
L1	20.82	N58°16'11"W
L2	42.52	N50°24'00"W
L3	1.36	N44°54'00"W
L4	1.00	N45°06'00"E
L5	20.82	S58°16'11"E
L6	10.47	S73°51'00"W

**TRAIL EASEMENT  
VARIABLE WIDTH  
ACROSS THE PROPERTY OF  
KEYSTAR SPRING PLACE, LLC  
SQUARE 3186 - LOT 2  
DISTRICT OF COLUMBIA  
SCALE: 1"=40' JULY, 2013**

**A. MORTON THOMAS AND ASSOCIATES, INC.  
CONSULTING ENGINEERS  
12750 TWINBROOK PARKWAY  
ROCKVILLE, MARYLAND 20852  
301-881-2545 (TELE) 301-881-0814 (FAX)  
AMT NO. 112-588.01**



**SQUARE 3185  
LOT 53**

**BULL PLACE, N.W.  
(25' WIDE PUBLIC STREET)**

**SQUARE 3186  
LOT 2  
(SUBDIV BK 207 - PG 71)**

**PROPERTY OF  
KEYSTAR SPRING PLACE LLC**

**TRAIL EASEMENT  
(VARIABLE WIDTH)  
AREA=1,635 sq. ft.  
or 0.03753 acres**

**SPRING PLACE, N.W.  
(25' WIDE PUBLIC STREET)**

**DANIEL R. SCHRIEVER  
LICENSED SURVEYOR  
DISTRICT OF COLUMBIA NO. LS 900569  
FOR A. MORTON THOMAS AND ASSOCIATES, INC.**

5-15-14

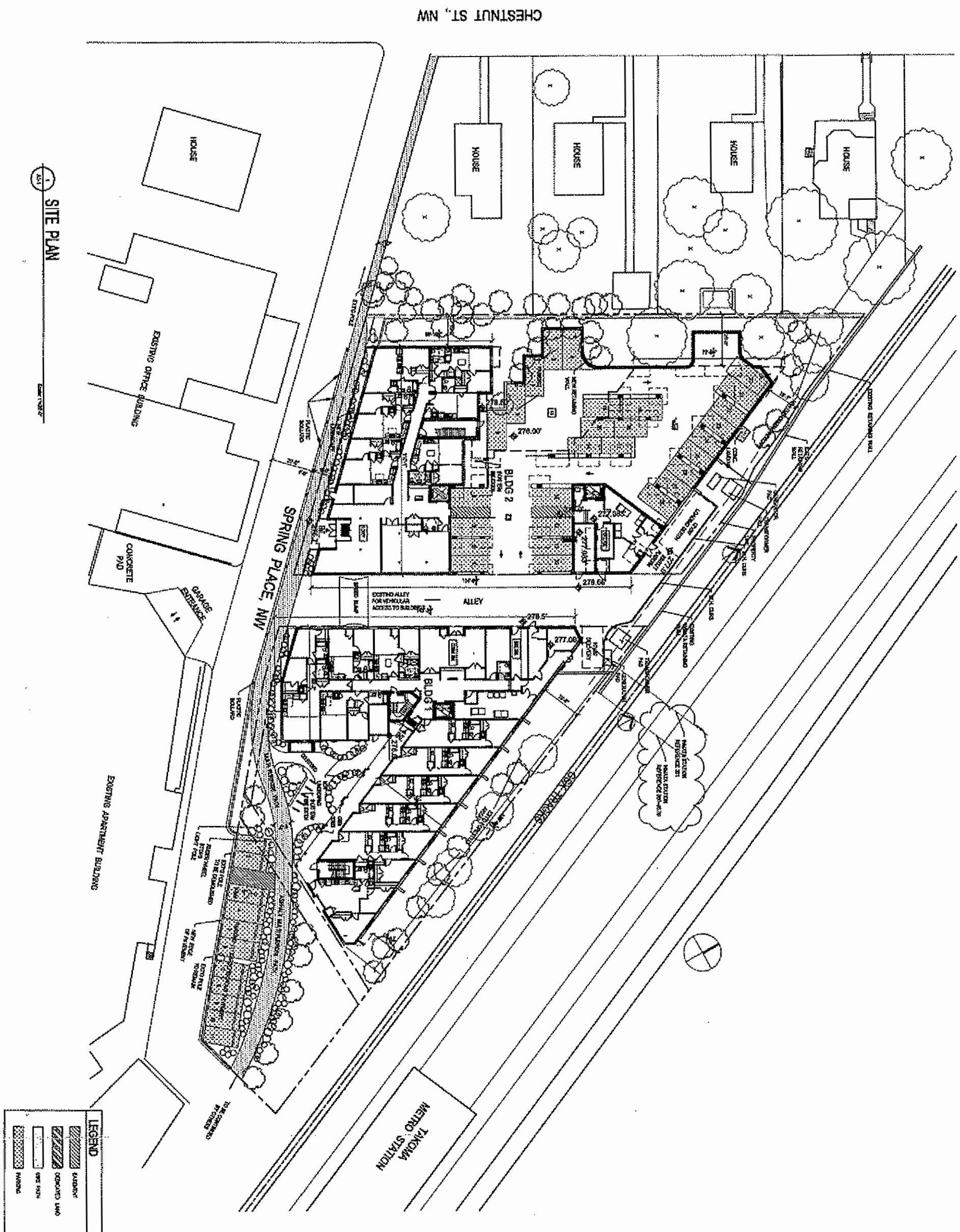
**P.O.B.**

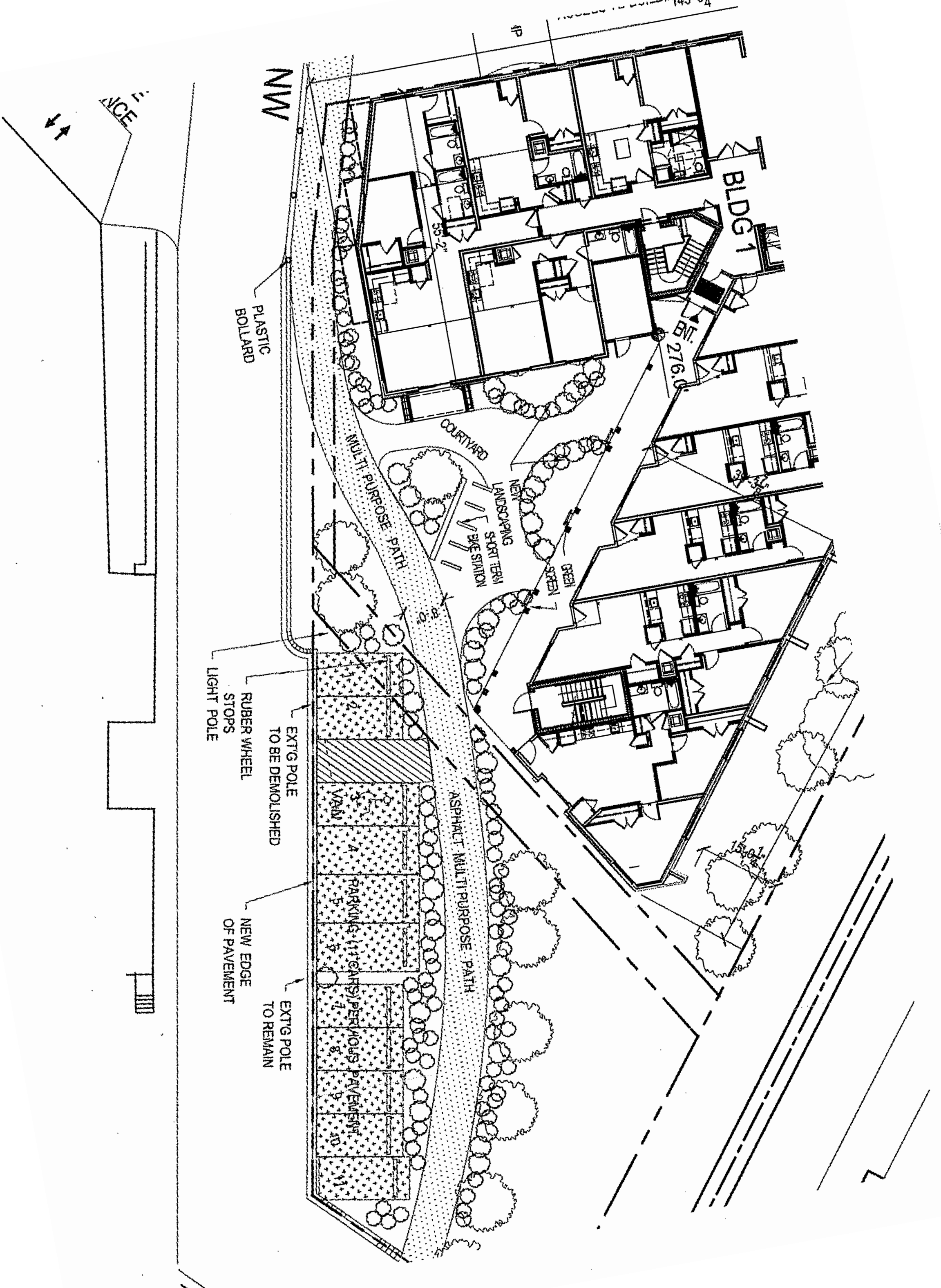


**EXHIBIT C**

**Plans**

**(Attached)**





Doc #: 2014064925  
Filed & Recorded  
07/18/2014 02:06 PM  
IDA WILLIAMS  
RECORDER OF DEEDS  
WASH DC RECORDER OF DEEDS  
RECORDING FEES \$25.00  
SURCHARGE \$6.50  
TOTAL: \$31.50

THE LAND SHOWN THUS:  IS DEDICATED IN FEE SIMPLE FOR A PUBLIC STREET.

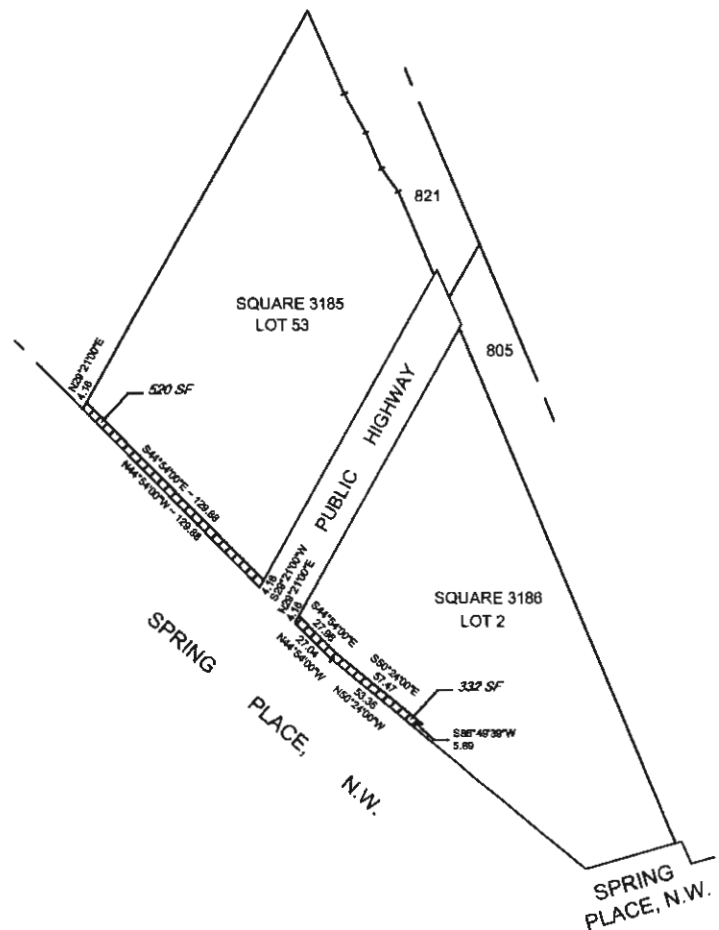
## PUBLIC STREET DEDICATED SQUARES 3185 AND 3186

OFFICE OF THE SURVEYOR, D.C.

2015

I CERTIFY THAT THIS PLAT IS CORRECT AND IS RECORDED.

SURVEYOR, D.C.



### SURVEYOR'S OFFICE, D.C.

Made for: GEORGE R. KEYS, JR.

Drawn by: L.E.S. Checked by: \_\_\_\_\_

Record and computations by: B. MYERS

Recorded at: \_\_\_\_\_

Recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ SR-13-05880

Scale: 1 inch = 40 feet

File No. 13-11003



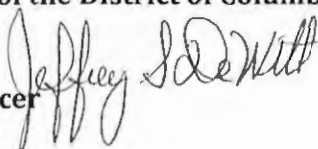
Government of the District of Columbia  
Office of the Chief Financial Officer



Jeffrey S. DeWitt  
Chief Financial Officer

**MEMORANDUM**

**TO:** The Honorable Phil Mendelson  
Chairman, Council of the District of Columbia

**FROM:** Jeffrey S. DeWitt  
Chief Financial Officer 

**DATE:** September 15, 2015

**SUBJECT:** Fiscal Impact Statement – “Dedication and Designation of Land for Street Purposes in Squares 3185 and 3186 S.O. 13-11003 Act of 2015”

**REFERENCE:** Draft bill as given to the Office of Revenue Analysis on August 26, 2015

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**Conclusion**

Funds are sufficient in the fiscal year 2016 through fiscal year 2019 budget and financial plan to implement the bill.

**Background**

The bill dedicates a 4-foot strip of land along Spring Place, N.W. to expand the Metropolitan Branch Trail. The owners agreed to dedicate the land as a condition of a development agreement on the property, under which they will construct two apartment buildings.

**Financial Plan Impact**

Funds are sufficient in the fiscal year 2016 through fiscal year 2019 budget and financial plan to implement the bill. District executive agencies and utilities do not object the dedication of this space and expansion of the trail.

1 **DRAFT COMMITTEE PRINT**  
2 **Committee of the Whole**  
3 **February 2, 2016**  
4  
5  
6

7 **A BILL**  
8

9  
10 Bill 21-449  
11

12  
13 **IN THE COUNCIL OF THE DISTRICT OF COLUMBIA**  
14  
15  
16  
17

18 To order the dedication of land in Squares 3185 and 3186.  
19

20 **BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA,** That this  
21 act be cited as the “Dedication and Designation of Land for Street Purposes in Squares 3185 and  
22 3186, S.O. 13-11003 Act of 2016”.

23 **Sec. 2.** (a) Pursuant to Section 302(3) of the Street and Alley Closing and Acquisition  
24 Procedures Act of 1982, effective March 10, 1983 (D.C. Law 4-201; D.C. Official Code § 9-  
25 203.02(3)), and notwithstanding the requirements set forth in sections 303 and 304 of the Act  
26 (D.C. Official Code §§ 9-203.03 and 9-203.04) the Council accepts the dedication of land in fee  
27 simple for street purposes, as shown on the Surveyor’s plat filed under S.O. 13-11003.

28 (b) The approval of the Council of this dedication is contingent upon the satisfaction of  
29 conditions set forth in the official file, S.O.13-11003.

30 **Sec. 3.** Transmittal.

31 The Council shall transmit a copy of this act, upon its adoption, to the Office of the  
32 Surveyor.

33 **Sec. 4.** Fiscal Impact Statement.

34           The Council adopts the fiscal impact statement in the committee report as the fiscal  
35   impact statement required by section 4a of the General Legislative Procedures Act of 1975,  
36   approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

37           Sec. 5. Effective date.

38           This act shall take effect following approval by the Mayor (or in the event of veto by the  
39   Mayor, action by the Council to override the veto), a 30-day period of congressional review as  
40   provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December  
41   24, 1973 (87 Stat. 813, D.C. Official Code § 1-206.02(c)(1)), and publication in the District of  
42   Columbia Register.