



2025012660-21

**AFTER RECORDING RETURN TO:**  
**Deputy Mayor for Planning and Economic Development**  
**1350 Pennsylvania Avenue, Suite 317**  
**Washington, D.C. 20006**  
**ATTENTION: RFK Property**

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**DECLARATION OF COVENANTS  
REGARDING THE TRANSFER OF JURISDICTION  
OF THE  
ROBERT F. KENNEDY MEMORIAL STADIUM CAMPUS  
(RESERVATION 343F)**

THIS DECLARATION OF COVENANTS (“Declaration”) is made on this 14th day of January, 2025 (“Effective Date”) by and between the **DISTRICT OF COLUMBIA**, a municipal corporation (the “District”), and the **U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, NATIONAL CAPITAL REGION**, acting by and through the Regional Director (hereinafter, the “NPS” or the “United States”) regarding the transfer of administrative jurisdiction of Robert F. Kennedy Memorial Stadium Campus (“**RFK Stadium Campus**”), a portion of U.S. Reservation 343F in the District of Columbia

**WHEREAS**, the United States owns and the NPS administers the RFK Stadium Campus, a parcel of real property in the District of Columbia within Reservation 343F and designated as part of the Park System of the Nation’s Capital; and

**WHEREAS**, pursuant to An Act to Amend the District of Columbia Stadium Act of 1957 that directed the Secretary of the Interior to convey title to the Robert F. Kennedy Memorial Stadium to the District of Columbia, Pub. L. 99-581, 100 Stat. 3313 (Oct. 29, 1986) (the “Act”), (i) the Stadium building was transferred to the District pursuant to that certain Quitclaim Deed, dated January 14, 1988, and recorded on April 22, 1988, in the land records of the District of Columbia as Instrument No. 8800022240 (the “**Improvements Deed**”); and (ii) the District entered into a ground lease for the RFK Stadium Campus on January 14, 1988 for a term of 50 years, as recorded on April 22, 1988 in the land records of the District of Columbia as Instrument No. 8800022241 (the “**Ground Lease**”); and

**WHEREAS**, the Act and the Ground Lease provided that the RFK Stadium Campus shall only be used for specific purposes, which are defined as (1) stadium purposes; (2) providing recreational facilities, open space, or public outdoor recreation opportunities; and/or (3) other previously approved public purposes; and

**WHEREAS**, on November 26, 2024, the NPS authorized Events DC, an agency of the District, to demolish the existing stadium improvements (“**RFK Stadium**”) following completion of compliance with both the National Environmental Policy Act (“**NEPA**”) and Section 106 of the National Historic Preservation Act (“**NHPA**”), which was completed by the NPS on April 29, 2024, with the signing of a Finding of No Significant Impact; and

**WHEREAS**, Section 2(a)(1) of Public Law 118-274, enacted on January 6, 2025 (the “**Transfer Law**”), directs the NPS to transfer jurisdiction over the RFK Stadium Campus to the District within 180 days after the date of the enactment under the authority of 40 U.S.C. 8124, as modified by the Transfer Law (“**TOJ Law**”); and

**WHEREAS**, Section 2(a)(2) of the Transfer Law waives the requirement for review by the National Capital Planning Commission under the TOJ Law; and

**WHEREAS**, the RFK Stadium Campus to be transferred to the District, hereinafter referred to as the “**Transfer Property**”, is generally described and depicted on the “**Transfer of Jurisdiction Plat**” assigned file number S.O. 25-01723 labeled Exhibit A attached hereto and made a part hereof, and such Transfer of Jurisdiction Plat, prepared by the District of Columbia Office of the Surveyor, depicts the Transfer Property as shown on Exhibit A, and more particularly described in the legal description labeled Exhibit B; and

**WHEREAS**, the NPS, in compliance with the NEPA, determined that the NPS’s transfer of administrative jurisdiction of the Transfer Property is consistent with Categorical Exclusion 3.3.C.2, for land exchanges which will not lead to significant changes in the use of land, and the NPS has documented this determination; and

**WHEREAS**, Section 2(a) of the Transfer Law states that the transfer of jurisdiction shall be subject to such terms and conditions to be included in a Declaration of Covenants to be mutually executed between the NPS and the District to ensure that the Transfer Property may be used for: (1) stadium purposes, including training facilities, offices, and other structures necessary to support a stadium, (2) commercial and residential development, (3) facilities, open space, and public outdoor opportunities, which may include supporting cultural activities, educational activities, and recreational activities, as such terms are defined in section 3306(a) of title 40, United States Code, (4) such other public purposes for which the RFK Stadium Campus was used or approved for use prior to June 1, 1985, and (5) demolition purposes to facilitate development and use of the Transfer Property (“**Permitted Uses**”); and

**WHEREAS**, the commercial and residential development and use of the Transfer Property described in the Transfer Law could be significant changes in the Transfer Property land use, which would require planning and compliance with the NEPA and the NHPA beyond the Categorical Exclusion 3.3.C.2 mentioned previously; and

**WHEREAS**, the NPS has authorized the District’s use of the Transfer Property for the uses previously approved by the Ground Lease (identified as the Permitted Uses, excluding commercial and residential development as identified in the Transfer Law), and the District will operate and maintain the Transfer Property and provide for its continued use for these purposes after the transfer of jurisdiction; and

**WHEREAS**, the Transfer Property shall not be used for such commercial or residential uses until the required planning and compliance with NEPA and the NHPA has been completed; and

**WHEREAS**, the District and the NPS shall act as Joint Lead Agencies under NEPA, which may also satisfy the obligations under the District of Columbia Environmental Policy Act, D.C. Official Code § 8-109.01, and the District and the NPS intend to work together to satisfy any other reviews and ensure that the documentation prepared pursuant to NEPA can be used by each agency to satisfy its respective obligations under these and other applicable Federal and District of Columbia statutes, regulations, and executive orders, and the District shall be responsible for all costs associated related to this requirement; and

**WHEREAS**, within 180 days of execution of this Declaration, the District and the NPS shall use reasonable efforts to enter into a Memorandum of Understanding to establish the process for planning and decisions for the planning and compliance of the Transfer Property to incorporate commercial and residential uses into the Transfer Property; and

**WHEREAS**, once the District and the NPS complete such planning and NEPA and NHPA compliance and sign a NEPA decision document, commercial and residential uses may thereafter be permitted on the Transfer Property; and

**WHEREAS**, the Transfer Property consists of the real property as described and depicted on Exhibit A; and

**WHEREAS**, NPS and the District of Columbia State Historic Preservation Officer (DC SHPO) agreed that transferring control and jurisdiction of the Transfer Property from the Federal to the District Government will not adversely affect historic properties pursuant to 36 CFR 800.5(2)(vii) of the regulations that implement Section 106 of the NHPA because any future project that involves or contemplates subdivision of or demolition, alteration, or new construction on a property owned by or under the jurisdiction of the District shall be subject to DC SHPO review in accordance with Section 9b of the District of Columbia Historic Landmark and Historic District Protection Act of 1978 (“**Section 9b**”), that this review will provide adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property’s historic significance. The District and the NPS may continue to consult pursuant to NHPA regarding the planning and compliance associated with the commercial and residential uses as stated above; and

**WHEREAS**, pursuant to Section 2(a)(1) of the Transfer Law, this Declaration and the Transfer of Jurisdiction Plat, the NPS will transfer jurisdiction over the Transfer Property, subject to the conditions set forth herein; and

**WHEREAS**, this Declaration will be recorded in the District’s Office of the Recorder of Deeds; and

**WHEREAS**, consistent with the TOJ Law, administrative jurisdiction over the Transfer Property will be transferred from the NPS to the District subject to the covenants set forth herein, and fee title to the Transfer Property shall remain vested in the United States.

**NOW, THEREFORE**, in accordance with Section 2(c) of the Transfer Law and the TOJ Law, pursuant to the foregoing recitals, and in consideration of the mutual promises herein expressed, the NPS will transfer to the District administrative jurisdiction of the Transfer Property, so long as the Transfer Property is used as described in Section 2(b) of the Transfer Law, consistent with and subject to the covenants set forth hereinafter as follows:

1. The District shall ensure that development and use on the Transfer Property does not materially degrade or adversely impact any lands under the jurisdiction of the NPS, including the restoration of the wetlands south of Kingman Island.
2. The District shall designate, develop, operate, and maintain at least thirty (30) percent of the Transfer Property (excluding the riparian area of the Transfer Property as identified in Exhibit A) as the "Robert F. Kennedy Memorial Park" as parks and open space to provide land for passive and active outdoor recreation and shall require that portion to be reserved for such purposes for the duration of this Declaration.
3. The District shall ensure that the development and use of the Transfer Property provides for improved public access to the Anacostia River and shall not interrupt the Anacostia River Trail.
4. The District shall, to the extent necessary, ensure that parking facilities are provided to accommodate the development on the Transfer Property.
5. The District shall provide for adequate public safety and security measures and resources in the planning and ongoing management of the development on the Transfer Property.
6. The District shall carry out measures that, to the greatest extent practicable, will reduce the impact of noise and traffic of the development of the Transfer Property on surrounding residential areas in the District.
7. The District shall operate and maintain the riparian area, identified on Exhibit A as "riparian area", of the Transfer Property so that the riparian area is not developed or used for any purposes other than the continuing maintenance of any development, use, or infrastructure (including roads and pathways and as set forth in condition 3 above) existing at the time of the execution of this Declaration.
8. All present and future alterations, additions, renovations, improvements, and installations permanently affixed, or which are moveable goods, inventory, equipment, trade fixtures and other moveable personal property provided by the District or a third party will be owned by the District or the third party and not NPS. At the expiration or termination of the transfer of jurisdiction directed pursuant to the Transfer Law, the District will remove from the Transfer Property all affixed and movable property. Any such property not removed by the District within 90 days after the expiration or termination of the transfer of jurisdiction will be deemed abandoned, and the NPS will dispose of it in accordance with applicable law.

9. The District shall ensure that no Member of Congress, Delegate or Resident Commissioner to the Congress, or any other official of the Government of the United States or the Government of the District of Columbia, during the period that the individual is in the official role, shall be admitted to any share or part of any lease entered into by the District in the exercise of the administrative jurisdiction over the Transfer Property, or to any benefit that may arise therefrom, including any contract or agreement made, entered into, or accepted by or on behalf of the District as a result of this section. Nothing in the previous sentence may be construed to apply to a person who is a shareholder or other beneficial owner of any publicly held corporation or other entity, if the lease is for the general benefit of such corporation or other entity.
10. The District completed the requirement of Section 2(d) of the Transfer Law by completing the survey of the Transfer Property, and the NPS has approved the surveyor and survey.
11. The NPS and the District shall enter into a Memorandum of Understanding pursuant to Section 2(e) of the Transfer Law to determine the allocation of the costs of carrying out all of the responsibilities of the United States and the District with respect to the Transfer Property under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9601 et seq.) and the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 et seq.), including any costs of any response action with respect to any contamination present on the Transfer Property. The NPS and the District will use reasonable efforts to complete such Memorandum of Understanding within 180 days after the execution of this Declaration.
12. Nothing in this covenant may be construed or limit the application of or obligation to comply with CERCLA and RCRA.
13. The District shall be responsible for all costs of carrying out the transfer of jurisdiction pursuant to this Declaration pursuant to Section 2(f) of the Transfer Law. If the NPS pays any such costs up front, it shall provide invoices and any claims for costs to the District within 120 days after the execution of the Declaration and 120 days after completion of any future NEPA or NHPA analysis.
14. Title to the Transfer Property remains vested in the United States of America and the District shall not transfer or assign administrative jurisdiction of the Transfer Property. The District shall not grant any property rights to the Transfer Property that affect the United States' fee interest in the Transfer Property without the prior written approval of the NPS.
15. The District may not use Federal funds for the stadium purposes on the Transfer Property, including training facilities, offices, and other structures necessary to support the stadium.

16. The Transfer Property shall initially be used only for the uses previously approved by the Ground Lease (identified as the Permitted Uses, excluding commercial and residential development as identified in the Transfer Law). The Transfer Property shall not be used for commercial or residential uses until such time as the required planning for commercial and residential uses has been undertaken by the District and compliance with the NEPA and NHPA has been completed. When NPS and the District sign a NEPA decision document, this restriction on commercial and residential uses will be removed from the Transfer Property without further action of the NPS or District.
17. The covenants contained herein shall run with the land and shall bind the NPS, the District, and their assigns.
18. Default and Cure - The administrative jurisdiction over the Transfer Property transferred under this Declaration shall revert to the Secretary if each of the following occurs: (i) the terms and conditions of this Declaration have not been complied with, as reasonably determined by the Secretary; and (ii) such noncompliance has not been corrected within ninety (90) days after written notice by the NPS of such noncompliance has been received by the District.
  - a. Such noncompliance, under this section, shall be treated as corrected if the District and the Secretary enter into an agreement that the Secretary finds adequate to ensure that the Transfer Property will be developed and used in a manner consistent with the purposes referred to in this Declaration or if the District begins to cure such non-compliance within the ninety (90) day period and continues to implement the remedy until such non-compliance is cured.
  - b. The Secretary may not seek the reversion of administrative jurisdiction over the Transfer Property under this subsection before the expiration of such ninety (90) days after the date on which written notice of the alleged violation is received by the District. The notice shall include notice of the Secretary's intention for administrative jurisdiction over the Transfer Property to revert to the Secretary.
  - c. The District shall bear the actual cost of removing structures from or rehabilitating the Transfer Property if administrative jurisdiction over the Transfer Property reverts to the Secretary under this subsection.
  - d. Third Party Lessees
    - i. NPS agrees to accept the cure of any non-compliance under this Declaration by a third party on behalf of the District.
    - ii. When non-compliance with this Declaration is caused by a third-party lessee operating on a portion of the Transfer Property, the NPS will use reasonable efforts to only revert such portion of the Transfer Property where such party is in non-compliance with the Declaration and such party has not cured such non-compliance in accordance with the provisions of this Section 18.

19. The initial term of the transfer of jurisdiction is ninety-nine (99) years commencing on the date of the transfer of jurisdiction and it may be renewed for subsequent periods by the Secretary. At any time during the initial ninety-nine (99) year term, the District may request an extension of the transfer term. The Secretary shall respond to such request within 180 days.
20. No leasehold interest or other property interest granted by the District shall extend beyond the remaining term of the transfer of jurisdiction.
21. On the date of the transfer of jurisdiction, (i) the Ground Lease is terminated, and (ii) all reserved rights of the United States of America (or the NPS) under the Improvements Deed, including, without limitation, the right of reverter detailed therein, are terminated.
22. Protection of Archeological Resources: The District will undertake a Phase I Archeological Identification effort, conducted in accordance with federal and District of Columbia law on the Transfer Property prior to the initial ground disturbing activities on an affected parcel of the Transfer Property. Upon completion of such Phase I for a parcel of the Transfer Property, the District shall comply with the applicable regulations and laws as required based on the results of the Phase I. To the extent the Phase I does not identify archaeological issues for a parcel of the Transfer Property, the District will not be required by this Declaration to undertake an additional Phase I on such parcel.
23. Anti-Deficiency Act. Nothing in this Declaration shall be construed as binding the United States or the District to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose or to involve the United States or the District in any contract or other obligation for this further expenditure of money in excess of such appropriations, 31 U.S.C. § 1341(a)(1). In addition, all obligations of the District provided herein shall be subject to the limitations set forth in applicable federal law, D.C. Official Code § 47-105; the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 et seq. and § 446 of the District of Columbia Home Rule Act (as the foregoing statutes may be amended from time to time).
24. All notices shall be given in writing by postal mail or hand delivery. Notices to the parties shall be effective on delivery by postal mail or hand delivery (or refusal thereof) and, until notice of a change of address is duly given, shall be delivered to the following addresses:

If to the NPS:                   Regional Director  
  1100 Ohio Drive, S.W.  
  Washington, D.C. 20242

With a copy to:               Office of the Solicitor  
  U.S. Department of the Interior  
  1849 C Street, N.W.  
  Washington, D.C. 20240  
  Attn: Associate Solicitor, Division of Parks and Wildlife

If to the District: Deputy Mayor for Planning and Economic Development  
1350 Pennsylvania Avenue, Suite 317  
Washington, D.C. 20006  
ATTENTION: RFK Property

With a copy to: Deputy Mayor for Planning and Economic Development  
1350 Pennsylvania Avenue, Suite 317  
Washington, D.C. 20006  
Attn: Office of General Counsel

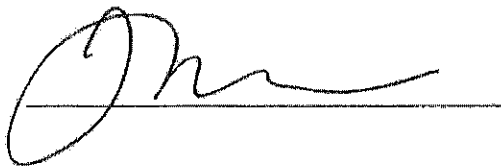
25. Effective date. This Declaration is effective on the Effective Date. This Declaration shall be recorded by the District in the District of Columbia land records.

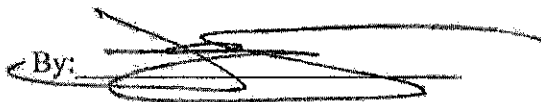
**[Signatures begin on next page]**

IN WITNESS WHEREOF, on the 14 day of January 2025, JENNIFER T. NERSESIAN, REGIONAL DIRECTOR, National Park Service, having first considered and approved the foregoing Declaration of Covenants, has directed the execution thereof in the name of said National Park Service, by hereunto setting her hand hereto.

WITNESS:

NATIONAL PARK SERVICE



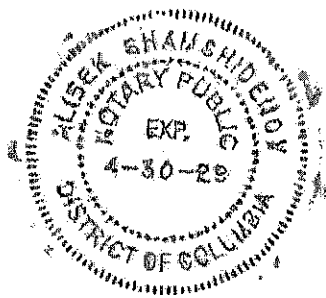
By: 

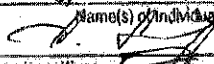
DISTRICT OF COLUMBIA, SS.:

I, Alisek Shamsidmov, a Notary Public in and for the District of Columbia, do hereby certify that JENNIFER T. NERSESIAN, who is personally known to me as the person named as REGIONAL DIRECTOR, National Park Service, in the foregoing Declaration of Covenants bearing the date of the 14<sup>th</sup> day of January 2025, and hereunto annexed, personally appeared before me in said District, and as Regional Director aforesaid, and by virtue of the authority vested in her acknowledged the same to be the act and deed of the National Park Service.

GIVEN under my hand and seal this 14<sup>th</sup> day of January 2025

  
\_\_\_\_\_  
Notary Public, District of Columbia

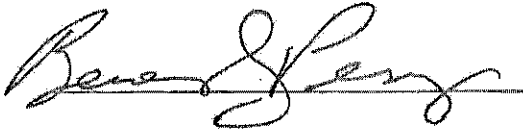


District of Columbia  
Signed and sworn to (or affirmed) before me on  
January 14, 2025 Jennifer T. Nersejian  
Date Name(s) of individual(s) making statement  
Signature of Notary Public:   
Title of Office: Notary Agent  
My commission expires: 04/30/2025

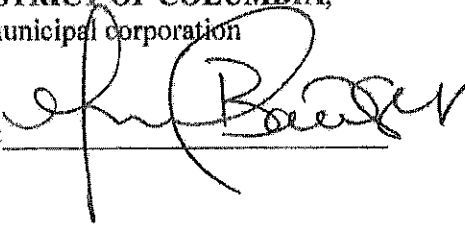
IN WITNESS WHEREOF, on the day and year first written above, **MURIEL BOWSER**, THE MAYOR OF THE DISTRICT OF COLUMBIA, having first considered and approved the foregoing Declaration of Covenants, has directed the execution thereof in the name of said District of Columbia, by hereunto setting her hand hereto on the 14<sup>th</sup> day of January 2025.

WITNESS:

**DISTRICT OF COLUMBIA,**  
a municipal corporation




By: \_\_\_\_\_



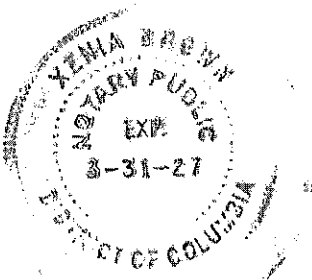
**DISTRICT OF COLUMBIA, SS.:**

I, Xenia Brown, Notary Public in and for the District of Columbia, do hereby certify that Muriel Bowser, who is personally known to me as the person named as Mayor of the District of Columbia, in the foregoing Declaration of Covenants bearing the date of the 14<sup>th</sup> day of January, 2025, and hereunto annexed, personally appeared before me in said District of Columbia, and as Mayor aforesaid, and by virtue of the authority vested in her acknowledged the same to be the act and deed of the District of Columbia.

GIVEN under my hand and seal this 14<sup>th</sup> day of January 2025.

  
\_\_\_\_\_  
Notary Public, District of Columbia

My Commission expires: \_\_\_\_\_



**XENIA BROWN**  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires March 31, 2027

**EXHIBIT A**

Transfer of Jurisdiction Plat

# TRANSFER OF JURISDICTION

ON PART OF RESERVATION 343 - F

Effective January 14, 2025, and in accordance with the D.C. Robert F. Kennedy Memorial Stadium Campus Revitalization Act, Pub. L. 118-274 (the "Transfer Act"), I hereby (1) transfer the following property shown thus: [diagonal hatching] to the District of Columbia for such purposes as permitted under the Transfer Act and subject to that certain Declaration of Covenants by and between the District of Columbia and the Department of the Interior, National Park Service dated January 14, 2025 and recorded in the land records # [blank] against the property and (2) transfer back the following property shown thus: [diagonal hatching] to the District of Columbia.

**JENNIFER NERSESIAN**

Digitally signed by JENNIFER NERSESIAN  
Date: 2025.01.14 09:00:13 -05'00'

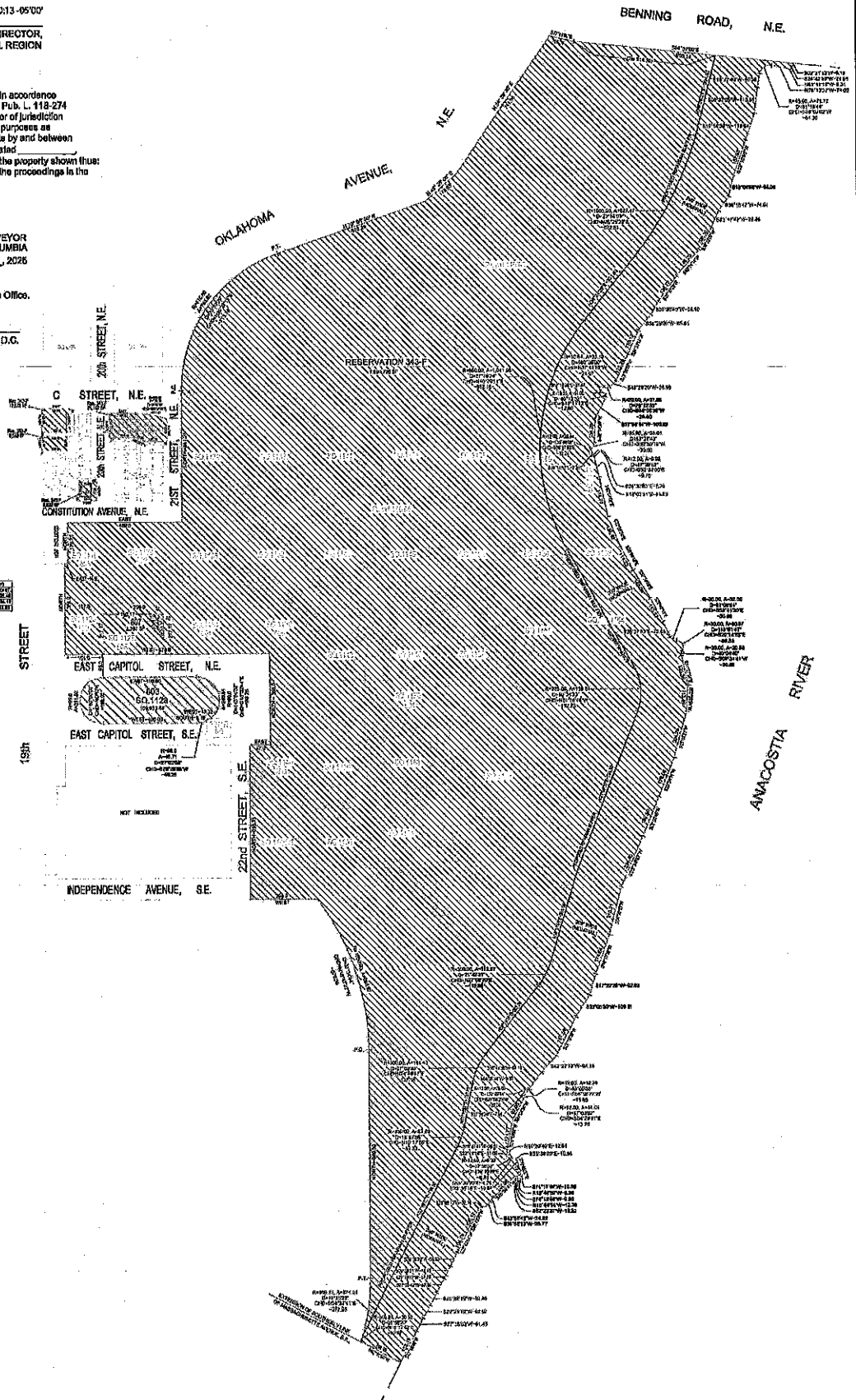
REGIONAL DIRECTOR,  
NATIONAL CAPITAL REGION

By [blank] effective [blank] and in accordance with the D.C. Robert F. Kennedy Memorial Stadium Campus Revitalization Act, Pub. L. 118-274 (the "Transfer Act"), the Council of the District of Columbia hereby accepts the transfer of jurisdiction from the National Park Service of (1) the property shown thus: [diagonal hatching] for such purposes as permitted under the Transfer Act and subject to that certain Declaration of Covenants by and between the District of Columbia and the Department of the Interior, National Park Service dated [blank] 2025 and recorded in the land records # [blank] against the property and (2) the property shown thus: [diagonal hatching] which is owned by the District of Columbia and was acquired through the proceedings in the Supreme Court of the District of Columbia in Court Case No. 2265.

OFFICE OF THE SURVEYOR  
OF THE DISTRICT OF COLUMBIA  
WASHINGTON, D.C. 20226

I certify that this plat is correct and is hereby approved for record in this Office.

SURVEYOR D.C.



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

Made by: DARYL THOMAS

Drawn by: A.R. Checked by: [blank]

Record and compilation by: J.L. MYERS

Recorded on: [blank]

Recorded in Book: [blank] Page: [blank] BR-24-01728

Scale: 1 inch = 100 feet

2025(1) TRANSFER OF JURISDICTION 25-01723, RES. 343-F

## EXHIBIT B

### Legal Description Parts of U.S. Reservation 343-F

All those certain lots or parcels of land situated, lying and being in the District of Columbia, and being described as follows:

#### Area One

Being Part of U.S. Reservation 343-F; also being Lot 65 and Part of Lot 66 in Tax Parcel 149, Lot 805 in Square 1119, Lot 802 in Square 1120, Lot 802 in Square 1126, Lot 806 in Square 1127, Lot 804 in Square 1128, Squares 1132 and 1133, Lot 801 in Square 1134, Squares 1137 and 1138, Lot 805 in Square 1139, Lot 803 in Square 1140, Squares S-1140, 1141 through 1146, 1150, 1151, and 1153 through 1164; also being all the 7,690,726 square feet area shown on the Plat of Computation on Part of Reservation 343-F recorded January 14, 2025 in Survey Book 204 at page 404, Map# 10521.

Beginning at a point being at the southeasterly intersection of the southern line Constitution Avenue, N.E. and the eastern line 21-ST Street, N.E. as shown the plat entitled, "CLOSING OF STREETS AND TRANSFER OF JURISDICTION" and recorded April 5, 1943 in Book 121 page 16 among the Records of the Office of the Surveyor for the District of Columbia; thence leaving said southern line and following said eastern line, also following the entire outlines of the 7,694,123 square feet area shown the Plat of Computation on Part of Reservation 343-F recorded January 14, 2025 in Survey Book 204 at page 404, Map# 10521, and more particularly described as follows:

1. North 561.25 feet to a point of curvature; thence along the southeasterly line of Oklahoma Avenue, N.E. for the next four (4) courses and distances:
2. Along a curve to the right with a radius of 616.60 feet, arc length of 763.63 feet, delta angle of 70°57'29", chord bearing and distance North 35°27'15" East 715.76 feet, to a point of tangency; thence
3. North 70°56'00" East 676.29 feet to a point; thence
4. North 48°26'00" East 175.55 feet to a point; thence
5. North 34°39'30" East 711.36 feet to a point of intersection with the southern line of Benning Road, N.E.; thence with said southern side for the next two (2) courses and distances:
6. South 77°24'00" East 106.34 feet to a point; thence
7. South 84°07'00" East 950.18 feet to a point on the riverside face of a concrete wall, said point also being the westerly shore of the Anacostia River (at high water line); thence with said face of concrete wall for the next two (2) courses and distances and with said westerly shore of the Anacostia River for the next eighty-nine (89) courses and distances:
8. South 02°21'13" West 6.18 feet to a point; thence
9. South 28°42'53" West 24.56 feet to a point; thence leaving said face of concrete wall
10. North 61°14'18" West 8.31 feet to a point; thence
11. North 78°13'37" West 74.02 feet to point of curvature; thence

12. Along a curve to the left with a radius of 45.00 feet, arc length of 71.72 feet, delta angle of  $91^{\circ}18'44''$ , chord bearing and distance South  $56^{\circ}07'02''$  West 64.36 feet to a point of tangency; thence
13. South  $10^{\circ}27'40''$  West 60.36 feet to a point; thence
14. South  $6^{\circ}37'05''$  West 110.86 feet to a point; thence
15. South  $19^{\circ}14'38''$  West 119.64 feet to a point; thence
16. South  $19^{\circ}10'55''$  West 157.93 feet to a point; thence
17. South  $13^{\circ}04'56''$  West 94.06 feet to a point; thence
18. South  $36^{\circ}18'47''$  West 74.04 feet to a point; thence
19. South  $23^{\circ}17'42''$  West 78.46 feet to a point; thence
20. South  $30^{\circ}33'07''$  West 108.10 feet to a point; thence
21. South  $40^{\circ}31'14''$  West 146.20 feet to a point; thence
22. South  $35^{\circ}56'23''$  West 136.77 feet to a point; thence
23. South  $30^{\circ}36'40''$  West 64.10 feet to a point; thence
24. South  $38^{\circ}28'00''$  West 85.81 feet to a point; thence
25. South  $24^{\circ}33'18''$  West 110.13 feet to a point; thence
26. South  $23^{\circ}58'55''$  West 125.78 feet to a point; thence
27. South  $48^{\circ}29'20''$  West 36.93 feet to a point of curvature; thence
28. Along a curve to the right with a radius of 20.00 feet, arc length of 27.65 feet, delta angle of  $79^{\circ}12'32''$ , chord bearing and distance South  $88^{\circ}05'36''$  West 25.50 feet, to a point of reverse curvature; thence
29. Along a curve to the left with a radius of 10.54 feet, arc length of 33.10 feet, delta angle of  $180^{\circ}00'00''$ , chord bearing and distance South  $37^{\circ}41'52''$  West 21.07 feet, to a point of tangency; thence
30. South  $52^{\circ}18'08''$  East, 25.87 feet to a point of curvature, thence
31. Along a curve to the right with a radius of 10.00 feet, arc length of 14.00 feet, delta angle of  $80^{\circ}13'52''$ , chord bearing and distance South  $12^{\circ}11'12''$  East 12.89 feet, to a point of tangency; thence
32. South  $27^{\circ}55'44''$  West 100.63 feet to a point; thence
33. South  $2^{\circ}14'28''$  West 104.20 feet to a point of curvature; thence
34. Along a curve to the right with a radius of 35.00 feet, arc length of 35.04 feet, delta angle of  $57^{\circ}21'43''$ , chord bearing and distance South  $30^{\circ}55'19''$  West 33.60 feet, to a point of reverse curvature; thence
35. Along a curve to the left with a radius of 12.00 feet, arc length of 28.44 feet, delta angle of  $135^{\circ}48'08''$ , chord bearing and distance South  $08^{\circ}17'53''$  East 22.24 feet, to a point of tangency; thence
36. South  $76^{\circ}11'57''$  East 2.25 feet to a point of curvature; thence
37. Along a curve to the right with a radius of 12.00 feet, arc length of 9.98 feet, delta angle of  $47^{\circ}39'53''$ , chord bearing and distance South  $52^{\circ}22'00''$  East 9.70 feet, to a point of tangency; thence
38. South  $28^{\circ}32'03''$  East 7.70 feet to a point; thence
39. South  $14^{\circ}03'51''$  East 85.55 feet to a point; thence
40. South  $12^{\circ}04'05''$  East 174.70 feet to a point; thence
41. South  $22^{\circ}06'24''$  East 136.93 feet to a point; thence
42. South  $28^{\circ}06'45''$  East 114.23 feet to a point; thence
43. South  $30^{\circ}58'09''$  East 140.99 feet to a point; thence

44. South 28°40'13" East 113.22 feet to a point; thence
45. South 26°07'53" East 72.05 feet to a point of curvature; thence
46. Along a curve to the left with a radius of 30.00 feet, arc length of 32.00 feet, delta angle of 61°06'54", chord bearing and distance South 56°41'20" East 30.50 feet, to a point of reverse curvature; thence
47. Along a curve to the right with a radius of 30.00 feet, arc length of 60.67 feet, delta angle of 115°51'47", chord bearing and distance South 29°18'53" East 50.84 feet, to a point of reverse curvature; thence
48. Along a curve to the left with a radius of 30.00 feet, arc length of 20.98 feet, delta angle of 40°04'40", chord bearing and distance South 08°34'41" West 20.56 feet, to a point of tangency; thence
49. South 11°27'39" East 125.36 feet to a point; thence
50. South 3°33'04" West 113.49 feet to a point; thence
51. South 15°01'22" West 204.78 feet to a point; thence
52. South 22°01'51" West 178.06 feet to a point; thence
53. South 22°50'45" West 182.50 feet to a point; thence
54. South 23°33'02" West 234.40 feet to a point; thence
55. South 14°16'53" West 210.21 feet to a point; thence
56. South 19°18'38" West 174.54 feet to a point; thence
57. South 17°22'28" West 92.62 feet to a point; thence
58. South 32°05'30" West 109.31 feet to a point; thence
59. South 27°19'38" West 187.59 feet to a point; thence
60. South 42°22'13" West 94.16 feet to a point; thence
61. South 36°41'38" West 87.16 feet to a point of curvature; thence
62. Along a curve to the right with a radius of 12.00 feet, arc length of 12.39 feet, delta angle of 59°09'38", chord bearing and distance South 66°16'27" East 11.85 feet, to a point of tangency; thence
63. North 84°08'44" West 9.53 feet to a point of curvature; thence
64. Along a curve to the left with a radius of 12.00 feet, arc length of 28.03 feet, delta angle of 133°49'44", chord bearing and distance South 28°56'23" West 22.08 feet, to a point of tangency; thence
65. South 37°58'28" East 7.98 feet to a point of curvature; thence
66. Along a curve to the right with a radius of 12.00 feet, arc length of 14.04 feet, delta angle of 67°03'02", chord bearing and distance South 04°26'57" East 13.26 feet, to a point of tangency; thence
67. South 29°04'34" West 97.00 feet to a point; thence
68. South 11°18'57" West 121.77 feet to a point; thence
69. South 9°21'41" West 20.51 feet to a point; thence
70. South 22°41'18" East 31.08 feet to a point of curvature; thence
71. Along a curve to the left with a radius of 12.00 feet, arc length of 6.90 feet, delta angle of 32°58'02", chord bearing and distance South 39°10'19" East 6.81 feet, to a point of tangency; thence
72. South 55°39'20" East 4.26 feet to a point; thence
73. North 34°20'40" East 12.61 feet to a point on the riverside face of a concrete structure; thence with said face of concrete structure for the next seven (7) courses and distances:
74. South 55°39'20" East 19.65 feet to a point; thence

75. South 23°38'18" East 10.91 feet to a point; thence
76. South 16°45'37" East 71.63 feet to a point; thence
77. South 74°15'46" West 10.69 feet to a point; thence
78. North 15°44'39" West 5.36 feet to a point; thence
79. South 74°15'46" West 9.80 feet to a point; thence
80. North 15°44'14" West 12.28 feet to a point; thence leaving said face of concrete structure
81. South 82°23'37" West 13.32 feet to a point; thence
82. South 45°09'41" West 122.98 feet to a point; thence
83. South 43°56'43" West 24.82 feet to a point; thence
84. South 39°56'12" West 25.77 feet to a point on the riverside face of a concrete structure; thence with said face of concrete structure for the next eleven (11) courses and distances:
85. South 74°48'10" West 32.18 feet to a point; thence
86. South 26°43'30" West 105.12 feet to a point; thence
87. South 26°43'54" West 104.79 feet to a point; thence
88. South 26°36'22" West 64.90 feet to a point; thence
89. South 26°56'11" West 42.19 feet to a point; thence
90. South 27°15'27" West 17.78 feet to a point; thence
91. South 27°55'42" West 67.86 feet to a point; thence
92. South 26°52'19" West 59.49 feet to a point; thence
93. South 29°21'16" West 59.97 feet to a point; thence
94. South 27°38'03" West 61.45 feet to a point; thence
95. South 27°45'46" West 152.19 feet to a point on the extension of the southerly line of Massachusetts Avenue, S.E.; thence leaving said face of concrete structure and with said extension
96. North 62°32'00" West 193.93 feet to a point of intersection with a non-tangent curve on the outlines of Lot 7 in Square E-1112 as shown on the subdivision recorded in Book 213 page 31 among the Records of the Office of the Surveyor for the District of Columbia; thence leaving said extension and with said outlines for the next four (4) courses and distances
97. Along a curve to the left with a radius of 909.81 feet, arc length of 274.01 feet, delta angle of 17°15'22", chord bearing and distance North 08°37'41" East 272.98 feet, to a point of tangency; thence
98. North 969.39 feet to a point of curvature; thence
99. Along a curve to the left with a radius of 1,050.00 feet, arc length of 688.67 feet, delta angle of 37°34'44", chord bearing and distance North 18°47'22" West 676.39 feet, to a point of intersection with a non-tangent line, said line also being the extension of the southern line of Independence Avenue, S.E.; thence with said line
100. West 286.00 feet to a point on the eastern line of 22-ND Street, S.E.; thence leaving the outlines of said Lot 7 and with said eastern line
101. North 655.75 feet to a point on the southern line of East Capitol Street; thence with said southern line and the street lines shown as shown the aforesaid plat entitled, "CLOSING OF STREETS AND TRANSFER OF JURISDICTION", for the next four (4) courses and distances
102. East 87.00 feet to a point at the east line of East Capitol Street; thence with said east line
103. North 388.00 feet to a point on the northern line of East Capitol Street; thence with said line

104. West 876.00 feet to a point on the eastern line of 19-TH Street, N.E.; thence with said line
105. North 388.00 feet to a point; thence leaving said eastern line and with the lines of Lot 805 in Square 1119 for the next two (2) courses and distances
106. East 14.00 feet to a point; thence
107. North 176.75 feet to a point on the aforesaid southern line of Constitution Avenue, N.E.; thence with said line
108. East 489.00 feet to the Point of Beginning and containing 7,694,123 square feet or 176.6328 acres as computed from the Records of the Office of the Surveyor for the District of Columbia by Wiles Mensch Corporation – DC.

**Saving and Excepting the following:**

Being Lot 807 in Square 1127 as established on the Plat of Survey made October 5, 1933 and recorded in Survey Book 112 page 367 among the Records of the Office of the Surveyor to the District of Columbia; also following the outlines of the 3,397 square feet area shown as Lot 807 in Square 1127 on the Plat of Computation on Part of Reservation 343-F recorded January 14, 2025 in Survey Book 204 at page 404, Map# 10521, and more particularly described as follows:

Beginning at a point 45 feet south of the north line of Square 1127 and 40 feet west of the east line of Square 1127, thence crossing to include part of said Square 1127 for the next three courses and distances:

1. South 106.45 feet to a point; thence
2. North 30°57'00" West 124.12 feet to a point; thence
3. East 63.83 feet to the Point of Beginning and containing 3,397 square feet or 0.0780 acres as computed from the Records of the Office of the Surveyor for the District of Columbia by Wiles Mensch Corporation – DC.

Total area containing 7,690,726 square feet or 176.5548 acres as computed from the Records of the Office of the Surveyor for the District of Columbia by Wiles Mensch Corporation – DC.

NOTE: Being now known for purposes of assessment and taxation as Lot 805 in Square 1128.

**Area Two**

Being Part of U.S. Reservation 343-F; also being all of Lot 7 in Square 1118, and part of 19-TH Street, N.E. (a public street); also being all the 6,540 square feet area shown on the Plat of Computation on Part of Reservation 343-F recorded January 14, 2025 in Survey Book 204 at page 404, Map# 10521.

Beginning at a point at the north-western corner of Lot 7 in Square 1118 as shown the plat recorded November 21, 1796 in Record Book 004A plat 1118 among the Records of the Office of the Surveyor for the District of Columbia, thence with the north line of said Lot 7 and the south line of a 16 feet wide Public Alley; also following the entire outlines of the 6,540 square feet area shown the Plat of Computation on Part of Reservation 343-F recorded January 14, 2025 in Survey Book 204 at page 404, Map# 10521, and more particularly described as follows:

1. East 103.00 feet to a point at the north-eastern corner of said Lot 7; thence with the east line said Lot 7 and the west line of an 8 feet wide Public Alley
2. South 60.00 feet to a point at the south-eastern corner of said Lot 7; thence with the south line of said Lot 7 and the north line of a 16 feet wide Public Alley
3. West 103.00 feet to a point at the south-western corner of said Lot 7; thence extending into 19-TH Street, N.E. and crossing to include part of said public street
4. West 6.00 feet to a point, thence running 6.00 distant west and parallel to the west line of said Lot 7 to continue to cross and include part of said public street
5. North 60.00 feet to a point on the extension of aforesaid north line of said Lot 7
6. East 6.00 feet to the Point of Beginning and containing 6,540 square feet or 0.1501 acres as computed from the Records of the Office of the Surveyor for the District of Columbia by Wiles Mensch Corporation – DC.

NOTE: Being now known for purposes of assessment and taxation as Lot 818 in Square 1118.

### **Area Three**

Being Part of U.S. Reservation 343-F; also being all of Lots 35 through 40 in Square 1118, and part of 19-TH Street, N.E. and part of C Street, N.E. (both public streets); also being all the 12,521 square feet area shown on the Plat of Computation on Part of Reservation 343-F recorded January 14, 2025 in Survey Book 204 at page 404, Map# 10521.

Beginning at a point at the north-eastern corner of Lot 40 in Square 1118 as shown the subdivision plat for Lots 35 through 40 in Square 1118 made by Oliver L. Murray and recorded October 29, 1938 in Book 109 page 75 among the Records of the Office of the Surveyor for the District of Columbia, thence with eastern line of said Lot 40 and the western line of Lot 30 in Square 1118, also following the entire outlines of the 12,521 square feet area shown the Plat of Computation on Part of Reservation 343-F recorded January 14, 2025 in Survey Book 204 at page 404, Map# 10521, and more particularly described as follows:

1. South 79.63 feet to a point at the southeastern corner of said Lot 40; thence with the south line of said Lots 35 through 40 and the north line of a 16 feet wide Public Alley
2. West 116.00 feet to a point at the south-western corner of said Lot 35, thence extending into 19-TH Street, N.E. and crossing to include part of said public street
3. West 6.00 feet to point; thence running 6.00 distant west and parallel to the west line of said Lot 35 to continue to cross and include part of said public street
4. North 102.63 feet to a point in the intersection of 19-TH and C Streets, N.E.; thence running 23.00 feet distant north and parallel to the north line of Lots 35 through 40 in Square 1118 crossing to include part of C Street, N.E
5. East 122.00 feet to a point on the extension of the aforesaid line of division between Lots 40 and 30 in Square 1118, thence with said extension
6. South 23.00 feet to the Point of Beginning and containing 12,521 square feet or 0.2874 acres as computed from the Records of the Office of the Surveyor for the District of Columbia by Wiles Mensch Corporation – DC.

NOTE: Being now known for purposes of assessment and taxation as Lot 817 in Square 1118.

## Area Four

Being Part of U.S. Reservation 343-F; also being all of Lots 31 through 41 in Square 1125, and part of 20-TH Street, N.E., part of 21-ST Street, N.E., and part of C Street, N.E. (all public streets); also being all the 26,152 square feet area shown on the Plat of Computation on Part of Reservation 343-F recorded January 14, 2025 in Survey Book 204 at page 404, Map# 10521.

Beginning at a point at the south-eastern corner of Lot 41 in Square 1125 as shown the subdivision plat for Lots 29 through 41 in Square 1125 made by Oliver L. Murray et al. and recorded November 30, 1938 in Book 109 page 112 among the Records of the Office of the Surveyor for the District of Columbia; thence along the southerly lines of Lots 31 through 41 for next three courses and distance, said lines also being the northerly lines of a 16 feet wide Public Alley, also following the entire outlines of the 26,152 square feet area shown on the Plat of Computation on Part of Reservation 343-F recorded January 14, 2025 in Survey Book 204 at page 404, Map# 10521, and more particularly described as follows:

1. West 80.00 feet to a point; thence
2. North  $66^{\circ}02'15''$  West 39.40 feet to a point; thence
3. West 90.00 feet to a point; thence extending into 20-TH Street, N.E. and crossing to include public streets for the next five courses and distances
4. West 23.00 feet to a point; thence running 23.00 feet distant west and parallel to the west side of Lot 31
5. North 102.63 feet to point; thence running 23.00 feet distant north and parallel to the north side of Lots 31 through 35
6. East 111.64 feet to a point of curvature, thence
7. Along a curve to the right with a radius of 400.00 feet, arc length of 138.09 feet, delta angle of  $19^{\circ}46'48''$ , chord bearing and distance South  $80^{\circ}06'36''$  East 137.41 feet, to a point of intersection with a non-tangent line in 21-ST Street, N.E.; thence running 18.00 feet distant east and parallel to the east side of Lot 41
8. South 95.02 feet to a point on the extension of the south line of Lots 38 through 41 in Square 1125, said line also being the north line of a 16 feet wide Public Alley, thence with said extension
9. West 18.00 feet to the Point of Beginning and containing 26,152 square feet or 0.6004 acres as computed from the Records of the Office of the Surveyor for the District of Columbia by Wiles Mensch Corporation – DC.

NOTE: Being now known for purposes of assessment and taxation as Lot 811 in Square 1125.

## Area Five

Being Part of U.S. Reservation 343-F; also being all of Lot 20 in Square 1118, and part of 20-TH Street, N.E. and part of Constitution Avenue, N.E. (both public streets); also being all the 5,822 square feet area shown on the Plat of Computation on Part of Reservation 343-F recorded January 14, 2025 in Survey Book 204 at page 404, Map# 10521.

Beginning at a point at the south-western corner of Lot 20 in Square 1118 as shown the subdivision plat for Lots 20 through 24 in Square 1118 made by Walter H. Hoffman and recorded February 20, 1937 in Book 105 page 118 among the Records of the Office of the Surveyor for the District

of Columbia, thence with the line of division between Lots 20 and 21, also following the entire outlines of the 5,822 square feet area shown the Plat of Computation on Part of Reservation 343-F recorded January 14, 2025 in Survey Book 204 at page 404, Map# 10521, and more particularly described as follows:

1. North 59.63 feet to a point at the north-western corner of said Lot 20; thence running with the north of said Lot 20 and the south line of a 16 feet wide Public Alley
2. East 52.00 feet to a point at the north-eastern corner of said Lot 20; thence extending into 20-TH Street, N.E. and crossing to include public streets for the next four courses and distances
3. East 23.00 feet to a point; thence 23.00 feet distant east and parallel to the east line of Lot 20 in Square 1118 and west line of 20-TH Street, N.E
4. South 77.63 feet to a point in the intersection of 20-TH Street, N.E. and Constitution Avenue, N.E.; thence running 18.00 feet distant south and parallel to the south line of Lot 20 in Square 1118 and the north line of Constitution Avenue, N.E
5. West 75.00 feet to a point on the extension of the aforesaid line of division; thence with said line of extension
6. North 18.00 feet to the Point of Beginning and containing 5,822 square feet or 0.1337 acres as computed from the Records of the Office of the Surveyor for the District of Columbia by Wiles Mensch Corporation – DC.

NOTE: Being now known for purposes of assessment and taxation as Lot 819 in Square 1118.

### **Lot 803 Square 1128**

Being Part of U.S. Reservation 343-F; also being all of A&T Lot 803 in Square 1128; also being all the 109,933 square feet area shown on the Plat of Computation on Part of Reservation 343-F recorded January 14, 2025 in Survey Book 204 at page 404, Map# 10521.

Beginning at a point being 161.00 feet east and 95.00 feet south from the intersection of the east line of 19-TH Street, N.E. and the north line of East Capitol Street, N.E. as shown on the subdivision plat entitled, "CLOSING OF STREETS AND TRANSFER OF JURISDICTION" and recorded April 5, 1943 in Book 121 page 16 among the Records of the Office of the Surveyor for the District of Columbia;

1. East 400.00 feet to a point of curvature; thence
2. Along a curve to the right with a radius of 99.00 feet, arc length of 248.66 feet, delta angle of  $143^{\circ}54'32''$ , chord bearing and distance South  $18^{\circ}02'44''$  East 188.26 feet, to a point of intersection with a non-tangent line of the northern line of Lot 805 in Square 1135 as shown on A&T Plat 3455-G; thence running with part of the said Lot 805 for the next two (2) courses and distances
3. West 13.32 feet to a point; thence
4. South 8.18 feet to a point; thence
5. Along a curve to the right with a radius of 99.00 feet, arc length of 46.71 feet, delta angle of  $27^{\circ}02'08''$ , chord bearing and distance South  $76^{\circ}28'56''$  West 46.28 feet, to a point of tangency; thence
6. West 400.00 to a point of curvature; thence

7. Along a curve to the right with a radius of 99.00 feet, arc length of 311.02 feet, delta angle of  $180^{\circ}00'00''$ , chord bearing and distance North 198.00 feet to the Point of Beginning and containing 109,933 square feet or 2.5237 acres as computed from the Records of the Office of the Surveyor for the District of Columbia by Wiles Mensch Corporation – DC.

NOTE: Being known for purposes of assessment and taxation as Lot 803 in Square 1128.

Doc #: 2025012660 Fees: \$0.00  
02/04/2025 03:43 PM Pages: 21  
Filed and Recorded in Official Records of  
WASH DC RECORDER OF DEEDS IDA WILLIAMS