

**3250**  
JONES CT. NW

**3248**  
JONES CT. NW

PUBLIC ALLEY

<b>GARAGE 5</b> RAMPRASHAD (3244) 99-YEAR LEASE FROM GOFFE (3248)	<b>GARAGE 4</b> GOFFE (3248)	<b>GARAGE 3</b> GOFFE (3248)	<b>GARAGE 2</b> SOLORZANO (3256) 99-YEAR LEASE FROM GOFFE (3248)	<b>GARAGE 1</b> KUPERSTEIN (3250)	<b>STAIR</b>
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PUBLIC ALLEY

WISCONSIN AVE. NW

PUBLIC ALLEY

3250  
JONES CT.

3248  
JONES CT.

STAIR

KUPERSTIEN(3250)

SOLORZANO(3255)  
99-YEAR LEASE FROM  
GOFFE (3248)

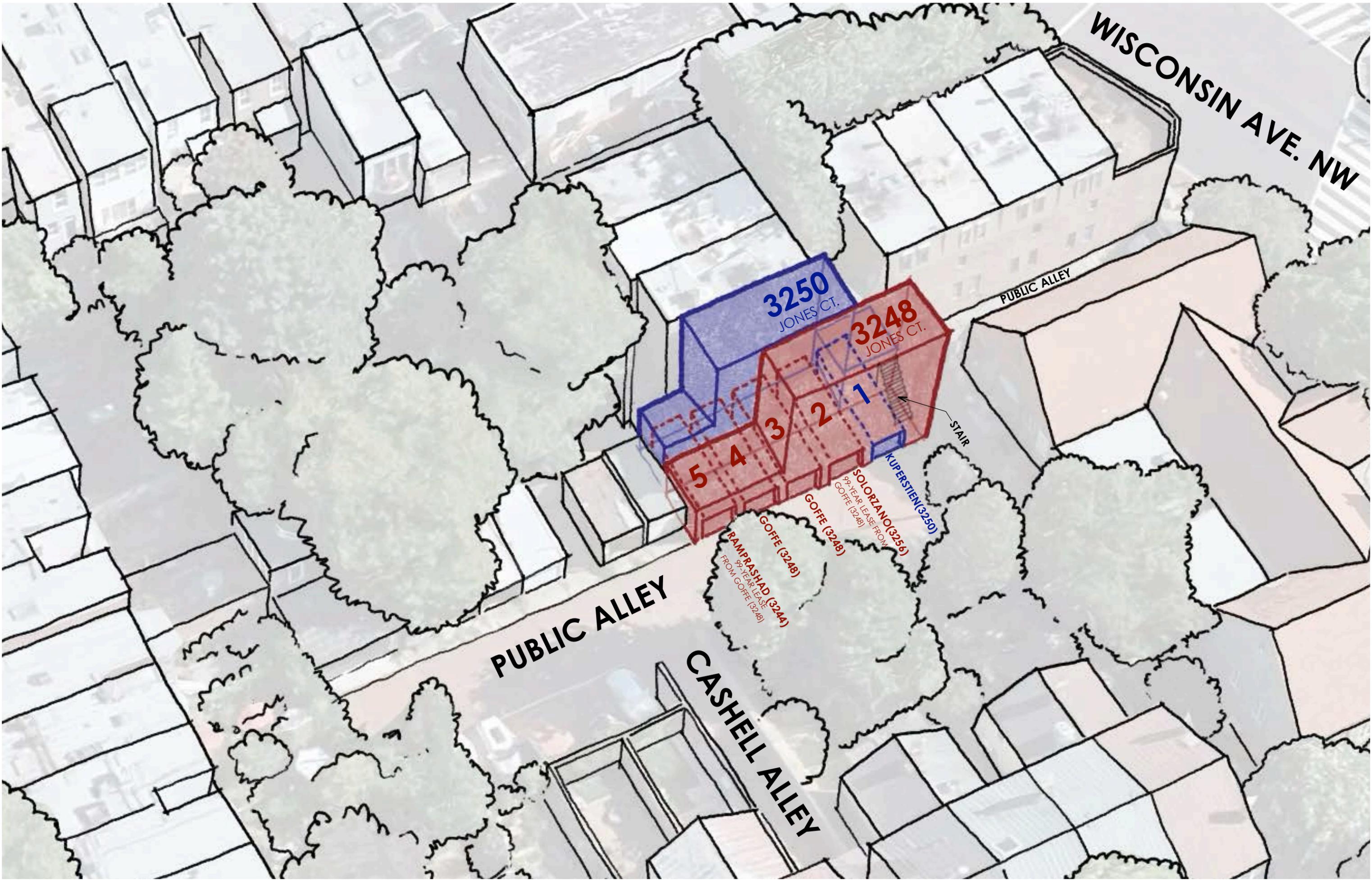
GOFFE (3248)

GOFFE (3248)

RAMPRAHAD (3244)  
99-YEAR LEASE  
FROM GOFFE (3248)

PUBLIC ALLEY

CASHELL ALLEY







June 5, 2023

Robert R. Goffe  
William G. Goffe  
Julie H. Pollack  
3248 Jones Court, NW  
Washington, DC 20007-2754

Dear Robert, William, and Julie,

RE: Attorney Opinion Letter for Current Owner(s)

We have been engaged by you to act as your legal counsel in connection with the condition of title for the property commonly known as 3248 Jones Court, NW, Washington, DC 20007, hereinafter referred to as the "Property."

In accordance with your instructions, we have conducted a search and review of the available public records, relevant documents, and legal issues that may affect the condition of the title. The results of said search are attached and made a part hereof for your reference. Based on our review and analysis, we are pleased to provide you with this attorney opinion letter.

Our Condition of Title Opinion is as follows:

1. Ownership/Tenancy

We have reviewed the title commitment and have confirmed that by vesting deed dated and recorded January 20<sup>th</sup>, 1983, Robert R. Goffe, William G. Goffe, and Julie H. Pollack, joint tenants, are the legal owners of the Property.

2. Mortgages/Liens/Encumbrances

A mortgage deed of trust was secured against the Property on or about February 28<sup>th</sup>, 1983 in the amount of \$1,800.00 as instrument number 83000006267 by John Hakson Savings and Loan, Inc. Said instrument no longer encumbers the property as an effective lien, having been released by statute or operation of law – *D.C. Code 42.818.02*

A mortgage deed of trust was secured against the Property on or about February 17<sup>th</sup>, 1988 in the amount of \$3,375.00 as instrument number 88000010957 by American Express Travel Related Services, Inc. Said instrument no longer encumbers the property as an effective lien, having been released by statute or operation of law – *D.C. Code 42.818.02*

A potential judgement lien may encumber the Property arising from a civil action, Whiteford, Taylor & Preston vs. Robert R. Goffe, William G. Goffe and Julie Pollack filed March 26<sup>th</sup>, 1993, docket #9800019818. Docket images are unavailable through DC Superior Court system and have been ordered from clerk of court for manual retrieval.

3. Real Property Taxes

As of May 24<sup>th</sup>, 2023, real property taxes, as reported by the District of Columbia Office of Tax and Revenue, remained delinquent for the 2<sup>nd</sup> half of tax year 2022 and the 1<sup>st</sup> half of tax year 2023 reporting a delinquent balance in the amount of \$5,095.93, good until May 31<sup>st</sup>, 2023.

4. Covenants, Conditions, and Restrictions

Common covenants, restrictions, right of ways, and easements were found, including those set forth in Plat Book 167, Page 200.

The Property is subject to Declaration of Covenants, Conditions and Restrictions created by developer, Urban Land Corp., recorded in instrument #7900008998, for the purpose of community preservation, attractiveness, and enjoyment.

The Property is subject to an Agreement recorded in instrument #83000040561 by and between Arnold Kuperstein and current owners for the purpose of subdividing Lot 866 in Square 1272.

Please note that this opinion is limited to the matters specifically addressed in this letter and is based solely on the information and documents provided and made available to us. We have not conducted any investigation or review beyond the scope of our engagement, and we have not verified any information or documents independently.

If you have any questions or concerns regarding this opinion, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to be 'TE', with a long horizontal stroke extending to the left.

Todd Ewing, Esq. (District of Columbia Bar #433281)

## FULL SEARCH REPORT

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### Client Information

**Name:** FEDERAL TITLE & ESCROW COMPANY  
**Ref.No.:** 3248\_JONES

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### Property Information

**Borrower/Owner Name(s):** Robert R. Goffe, William G. Goffe And Julie H. Pollack  
**Address:** 3248 JONES CT NW WASHINGTON DC 20007-2754  
**Property Type:** Residential  
**Address Searched:** 3248 Jones Court Northwest Washington District Of Columbia - 20007-2754  
**State:** District of Columbia      **County:** District of Columbia      **PrimaryRes:** Yes  
**Section:**      **Block/Square:** 1272      **Lot:** Part of Lot 299  
**Parcel ID:** 1272- -0867      **SubDivision:**      **Plat Bk/Pg:** 167/200  
**PUD/HOA :** HOA/PUD information none found during the search time frame filed in the County Land Records/Registry of Deeds.

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**Compiled By:** Mortiles LLC.

SEARCH DATE: 5/24/2023 LAND RECORDS EFFECTIVE DATE: 5/15/2023, 8.00 AM

## DEED HISTORY

### CURRENT DEED INFORMATION (1)

**Deed Type:** Deed  
**Title Vested In:** Robert R. Goffe, William C. Goffe and Julie H. Pollack  
**Grantor(s):** Urban Land Corporation  
**Vesting:** As joint tenants  
**Consideration:** \$10.00                      **Date:** 1/20/1983                      **Recording:** 1/20/1983  
**Fee Type:** Fee simple                      **Book/Page:** N/A                      **DocId:** 8300002045  
**Comments:** The Legal description contains additional Lands. Said additional lands are not part of this search. We have only searched the Parcel ID as mentioned within the property information section of this report.

### CHAIN OF TITLE (1)

**Deed Type:** Deed  
**Grantee(s):** Urban Land Corporation  
**Grantor(s):** H. McCoy Jones and Virginia Comfort Jones, widow not having remarried and Caroline Jones, wife of the said H. McCoy Jones, the said Virginia Comfort Jones also known of record as Virginia Comfort Domer Jones  
**Vesting:**  
**Consideration:** \$10.00                      **Date:** 3/24/1978                      **Recording:** 3/30/1978  
**Deed Attached:** Yes                      **Book/Page:** N/A                      **DocId:** 7800010249  
**Comments:** Deed into Developer.  
  
We have stopped the search to Developer, an actual search has been performed on the Developer (Urban Land Corporation) from the Deed into Developer 1978 forward., we have not performed any kind of search prior to Developer.

## MORTGAGE HISTORY

### DEED OF TRUST (1)

**Mortgagor(s):** Robert R. Goffe, William C. Goffe and Julie H. Pollack  
**Trustee:** Gerald A. Cousing and Charles A. Dukes, Jr  
**Mortgagee(s):** John Hakson Savings and Loan, Inc.  
**Amount:** \$1,800.00                      **Date:** 2/28/1983                      **Recording:** 3/7/1983  
**Close End** 3/1/1990                      **Book/Page:**                      **InstNo:** 8300006267  
**Comments:** Deed of Appointment Recorded in Doc # 9300027238.  
  
Notice of Foreclosure Sale of Real Property or Condominium Unit recorded in Doc # 9300019815.  
  
The Legal description contains additional Lands. Said additional lands are not part of this search. We have only searched the Parcel ID as mentioned within the property information section of this report.

## DEED OF TRUST (2)

**Mortgagor(s):** Robert Goffe , Julie Pollack and William Goffe  
**Trustee:** William Stapleton and Philip Cohan  
**Mortgagee(s):** American Express Travel Related Services Company, Inc.  
**Amount:** \$3,375.00                      **Date:** 2/17/1988                      **Recording:** 3/1/1988  
**Close End**                                      **Book/Page:** 327/48                      **InstNo:** 8800010957  
**Comments:**

## JUDGMENTS, LIENS, LIS PENDENS Etc

<b>NAMES RUN:</b>	Robert Goffe					
<b>JUDG: X</b>	<b>FTL: X</b>	<b>STL: X</b>	<b>LIENS: X</b>	<b>LIS: X</b>	<b>UCC: X</b>	<b>OTHER: 1</b>
<b>OTHERS - Details (1)</b>						
<b>Case #:</b> N/A		<b>Recorded:</b> 3/26/1993		<b>Book/Page:</b> N/A		<b>Amount:</b> \$See copy/docket
				<b>DocId:</b> 9800019818		
<b>Plaintiff:</b> Whiteford, Taylor & Preston				<b>Defendant:</b> Robert R. Goffe, William G. Goffe and Julie Pollack		

<b>NAMES RUN:</b>	William Goffe					
<b>JUDG: X</b>	<b>FTL: X</b>	<b>STL: X</b>	<b>LIENS: X</b>	<b>LIS: X</b>	<b>UCC: X</b>	<b>OTHER: 1</b>

<b>NAMES RUN:</b>	Julie Goffe / Julie Pollack					
<b>JUDG: X</b>	<b>FTL: X</b>	<b>STL: X</b>	<b>LIENS: X</b>	<b>LIS: X</b>	<b>UCC: X</b>	<b>OTHER: 1</b>

LIENS AGAINST BLOCK & LOT : None found

**COMMENTS:** PLEASE PROVIDE DOB OF SELLER/BORROWER TO DETERMINE DIVORCE CASES/SEPARATION CASES IN DC, AS THE INFORMATION CAN ONLY BE PROVIDED OVER THE PHONE BY THE CLERK WITH NAME AND DOB. YOU CAN ALSO GET THE INFORMATION BY CALLING DIRECTLY TO CLERK 202-879-1212.

Please see attached the Bankruptcy search result index page(s) run against the above mentioned names with/without results found. please review and let us know if you require any case dockets/copies.

(N/A - Not Available, NR - Not Run)

**Judgment & Lien Disclaimer:** We only search for judgments and liens which are filed in the respective County Department/Court System indices where local and State law specifically mandates the location in which a monetary judgment must be filed in order to attach to and affect Real Estate. For example: in the state of Maryland judgment and lien searches are performed in Land Records and Circuit Court only. District court is not searched with exception of Baltimore City. Similar circumstances apply for judgment and lien searches and corresponding court systems throughout the country. Examiners do not run judgment and lien searches on Bank names even in cases where the property title is currently or previously held by the Bank. This includes all Banks/HUD/Veterans Affairs/Sheriffs etc. On future updates, examiners do not search for new activity filed/docketed within a Court Case once the case has already been reported in a prior title search. Examiners do not run United States Court searches. If the judgment and lien search parameters do not meet your offices requirements, please contact us immediately. Additional judicial searches may be available at an additional fee.

Please beware that this report does not contain any Guardianship/Conservatorship cases; not for minors or adults alike. Our office searches the District of Columbia's Register of Wills database via the Courts online eAccess system, however, that only includes Large Estates (ADM), Probate Disclaimers (DIS), Probate Major Litigation (LIT), Small Estate (SEB), Wills (WIL). Therefore if there is a Guardianship/Conservatorship case where a ruling has been made dictating the sale or prohibiting the sale of a property, we would not report that unless that ruling's document was filed into the Recorder of

Deeds aka Land Record index.

Please note that monetary amounts are listed as a courtesy; we do not guarantee the accuracy. Amounts must be verified with the actual document and with confirmed the respective Lien holder. We do not search for personal representatives nor court-appointed personal representatives of estates. Your office would either be responsible to run that on your own or contact our office to have that done since it does not fall within the normal search parameters which our office follows. If the judgment and lien search parameters do not meet your office's requirements, please contact us immediately. Additional judicial searches may be available at an added cost.

## BANKRUPTCY

NAMES RUN	SSN	RESULTS
Robert Goffe	Not available	No results found
William Goffe	Not available	No results found
Julie Goffe / Julie Pollack	Not available	No results found

## TAXES AND ASSESSMENT INFORMATION

Parcel ID: 1272- -0867			
<b>Assessment Information</b>			
Assessment Year: 2023	Land: \$511,410.00	Building: \$570,130.00	Assessed Value: \$1,081,540.00
<b>County Tax</b>			
Tax Year: 2023		<b>1st Half</b>	<b>2nd Half</b>
Base Tax: \$Not Released	Status	Due	Open
Interest: \$551.14	Amount	\$4,790.69	\$NOT YET DUE
	Date	5/31/2023	
	Actual Due Date		
Delinquent: 5,095.93	Delinquency Good Through Date: 5/31/2023		
Comments	2023 1st Half taxes are past due and amount good until 5/31/2023		
	2022 2nd Half taxes are delinquent in the amount of \$5,095.93 total pay off good until 5/31/2023.		
	We are unable to reach the DC revenue office to retrieve the tax information, please verify.		
Water/Sewer Charges:			
Storm Water Charges:			
Comments:			
Additional Tax Info Attached: Yes			

Disclaimer: Current year property taxes are provided as a courtesy. Examiners are not researching prior years tax payment history. Our office makes no warranties and assumes no liability whatsoever for the accuracy of the information contained herein. It is imperative that your office contact the concerned treasurer and public or private agencies in order to confirm whether or not there are any outstanding or delinquent taxes, levies and assessments on the parcel(s) which may be subject to collection or sale.



## LEGAL DESCRIPTIONS

All these pieces or parcels of land situate, lying and being in the District of Columbia described as follows to wit:

Being part of Assessment and Taxation Lot Number 866 in Square 1272, District of Columbia, also being a part of Lot 229 in Square 1272, as recorded in Subdivision Book No. 167, Page 200 in the Office of the Surveyor of the District of Columbia and having the following metes and bounds:

Beginning at the west end of the southern line of said Lot 229 and the northern line of Lot 217 in Square 1272; thence the following three courses and distances with the boundary lines of Lot 229,

1. South 1°15'46" West, 22.00 feet to a point at the northeast, corner of a public alley; thence
2. Due West, 55.99 feet to a point; thence
3. North 1°15' 46" East, 14.08 feet; thence leaving the outlines of said Lot 229,
4. Due East, 50.70 feet to a point , thence
5. Due North, 14.41 feet to a point, thence
6. Due East, 4.67 feet to a point; thence
7. South 0°03'55" East, 6.49 feet to a point; thence
8. Due East, 0.79 feet to the point of beginning, containing 861 square feet.

The improvements thereon being known as 3248 Jones Court Northwest Washington District of Columbia - 20007-2754.

## DISCLAIMER

It is Mortiles' policy to type the legal description exactly as it appears on the most recently filed deed. We do not type legal descriptions from any other document(s), even if those documents were recorded after the recording date of the most recently filed deed. It is the sole responsibility of the recipient of this search to determine the accuracy of the legal description and to decide if a new survey would need to be conducted in order to come up with a new legal description. Mortiles does not alter or create new legal descriptions

W  
B  
f

THIS DEED, made this 26th day of January, 1983, by and between  
Urban Land Corporation, a District of Columbia corporation

party of the first part, and Robert R. Goffe, William G. Goffe and Julie H. Pollack, a corporation

parties of the second part:

WITNESSETH, that in consideration of the sum of Ten and no/100ths Dollars (\$10.00) the said party of the first part does grant and convey unto Robert R. Goffe, William G. Goffe, and Julie H. Pollack

party of the second part, their heirs and assigns, in fee simple as Joint Tenants all those pieces or parcels of land situate, lying and being in the District of Columbia described as follows to wit:

Being part of Assessment and Taxation Lot Number 866 in Square 1272, District of Columbia, also being a prt of Lot 229 in Square 1272, as recorded in Subdivision Book No. 167, Page 200 in the Office of the Surveyor of the District of Columbia and having the following notes and bounds:

Beginning at the west end of the southern line of said Lot 229 and the northern line of Lot 217 in Square 1272; thence the following three courses and distances with the boundary lines of Lot 229,

1. South 1°15'46" West, 22.00 feet to a point at the northeast corner of a public alley; thence
2. Due West, 55.99 feet to a point; thence
3. North 1°15'46" East, 14.08 feet; thence leaving the outlines of said Lot 229,
4. Due East, 50.70 feet to a point, thence
5. Due North, 14.41 feet to a point, thence
6. Due East, 4.67 feet to a point; thence
7. South 0°03'55" East, 6.49 feet to a point; thence
8. Due East, 0.79 feet to the point of beginning, containing 861 square feet.

AND

(See attached ADDENDUM "A" for additional legal description)

AND the said party of the first part covenants that it will warrant specially the property hereby conveyed;

and that it will execute such further assurances of said land as may be requisite.

IN WITNESS WHEREOF, the said Urban Land Corporation has caused these presents to be signed in its corporate name by Joseph Marsh its President, attested by Richard J. Guonard its Secretary, and its corporate seal to be hereunto affixed; and does hereby constitute and appoint Joseph Marsh its true and lawful Attorney in fact, for it and in its name to acknowledge and deliver these presents as its act and deed.



URBAN LAND CORPORATION  
(Name of Corporation)

BY: Joseph Marsh Pres.

Secretary

ADDENDUM "A"

Beginning at the southwest corner of the aforesaid Lot 229 and running thence with the westerly line of said lot the following three courses and distances:

1. North  $1^{\circ}15'46''$  East, 22.00 feet to a point; thence
2. Due East, 4.67 feet to a point; thence
3. North  $1^{\circ}15'46''$  East, 5.79 feet to a point; thence
4. Due East, 14.01 feet to a point; thence
5. South  $1^{\circ}15'46''$  West, 5.79 feet to a point; thence
6. Due West, 9.34 feet to a point; thence
7. South  $1^{\circ}15'46''$  West, 22.00 feet to a point; thence
8. Due West, 9.34 feet to the point of beginning and containing 286 square feet and said properties shall be

SUBJECT to any and all easements, rights of way, or covenants on record or imposed by law.

02045

JAN 21 8 22 AM '83

H.C. STOKES  
 RECORDER OF DEEDS  
 WASHINGTON D.C.

1499.75 INTR  
 1499.75 INTR  
 C 01/21/83  
 1499.75 DDTX  
 1499.75 DDTX  
 D 01/21/83  
 4.00 DEED  
 4.00 DEED  
 0 01/21/83  
 3003.50 TOTL  
 FOR DEPOSIT ONLY  
 RECORDER OF DEEDS  
 3003.50 CHKS  
 01/21/83

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

SS.

I, Norman J. Farquhar  
said State and County  
Joseph Mazah,

me as (or proved by the oath of credible witnesses to be) the person named as attorney in fact in the foregoing Deed, bearing date on the 20th day of January, 19 83, and hereto annexed, personally appeared before me in said Jurisdiction and as attorney in fact as aforesaid by virtue of the power vested in him by said Deed, acknowledged the same to be the act and deed of said Corporation for the purposes therein contained.

My commission expires: 7/1/86

*[Signature]*  
Notary Public, Norman J. Farquhar  


I, Secretary of said Corporation do hereby certify that the foregoing Deed was executed in strict conformity with a resolution of the Board of Directors of the said Corporation, organized under the laws of the District of Columbia, passed at a duly called meeting of said Corporation, at which a quorum was present, the 20th day of January, 19 83.

*[Signature]*  
Secretary



DEED

TO

RECEIVED FOR RECORD on the \_\_\_\_\_ day  
of \_\_\_\_\_, A. D. 19 \_\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
Liber No. \_\_\_\_\_ at Folio \_\_\_\_\_, one  
of the Land Records for the \_\_\_\_\_

Recorder or Clerk

INVESTORS TITLE  
6641 COLEVILLE ROAD, SUITE 255  
SILVER SPRING, MARYLAND 20710

The Washington Law Recorder Company  
1025 Eye Street, S.W., Washington, D.C. 20006

40561

Handwritten initials: "KI"

This Agreement is made this 20th day of January, 1983, by and between Arnold Kuperstein ("Arnold") and Robert Goffe, William Goffe, and Julie Pollack (collectively "Goffe").

WITNESSETH:

Whereas, Arnold has contracted to purchase 3250 Jones Court, N.W., Washington, D.C., ("3250") and Goffe has contracted to purchase 3248 Jones Court, N.W., Washington, D.C. ("3248");

Dec 20 11:43 AM '83

Whereas, 3250 and 3248 are both part of Lot 866 in Square 1272 of the land records of the District of Columbia;

Whereas, the parties wish to purchase the properties and subdivide the Lot so that each property is sole and separate;

Handwritten initials: "B" and "JP"

Whereas, such subdivision is not possible prior to settlement of the contracts for the purchase of the properties and the parties wish to agree on how the Lot is to be subdivided after settlement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. At settlement, 3248 and 3250 will be deeded to the parties as tenants in common, with each party entitled to the use and enjoyment of the property which they contracted to purchase.
- 2. After settlement, the parties promptly will apply for a subdivision of the said Lot in accord with Exhibit A attached hereto, Goffe to own Lot A on the Exhibit and Arnold to own Lot B on the Exhibit. The cost of such subdivision shall be borne equally by the parties, as will any expenses associated with Lot 866 prior to the subdivision. In the event either party shall fail to cooperate in such subdivision the non-defaulting party shall be entitled to have this agreement specifically enforced by application to an appropriate court.
- 3. In addition to the division depicted by Exhibit A, the subdivision shall further provide as follows:
  - (a) Each new lot shall have equal access to, and ownership of, the shared front entrance.
  - (b) Lot B shall include one underground parking space beneath Lot 866, specifically the parking space closest to the eastern boundary of Lot 866.
  - (c) Lot A shall include the four remaining underground parking spaces.

In the event the foregoing division of parking spaces can not be made due to technical problems with describing underground boundaries different than surface boundaries, the parties shall execute reciprocal perpetual leases or easements or whatever other documents may be necessary to effectuate the intent of the parties. The parties will also execute such other leases or easements necessary to assure each party of the full use and enjoyment of their respective properties, including the right of Arnold to the use and enjoyment of the deck on the second floor front of 3250.

In Witness Whereof, the parties have executed this agreement this 20th day of January, 1983.

Arnold N. Kuperstein  
Arnold Kuperstein

Robert R. Goffe  
Robert Goffe

District of Columbia, ss. 50000100703

I, MARY DOUGHERTY

, a notary public in and for  
ARNOLD N. KUPERSTEIN  
ROBERT R. GOFFE

the District of Columbia, do hereby certify that ~~ARNOLD N. KUPERSTEIN~~  
party to the foregoing Agreement bearing date January 20,  
1983, and hereto annexed, personally appeared before me in the  
District, the said ~~ARNOLD N. KUPERSTEIN~~ ROBERT R. GOFFE being personally  
well known to me as the person who executed the said  
Agreement, and acknowledged the same to be ~~their~~ act and deed.

Given under my hand and seal this 21<sup>st</sup> day of January,  
1983.

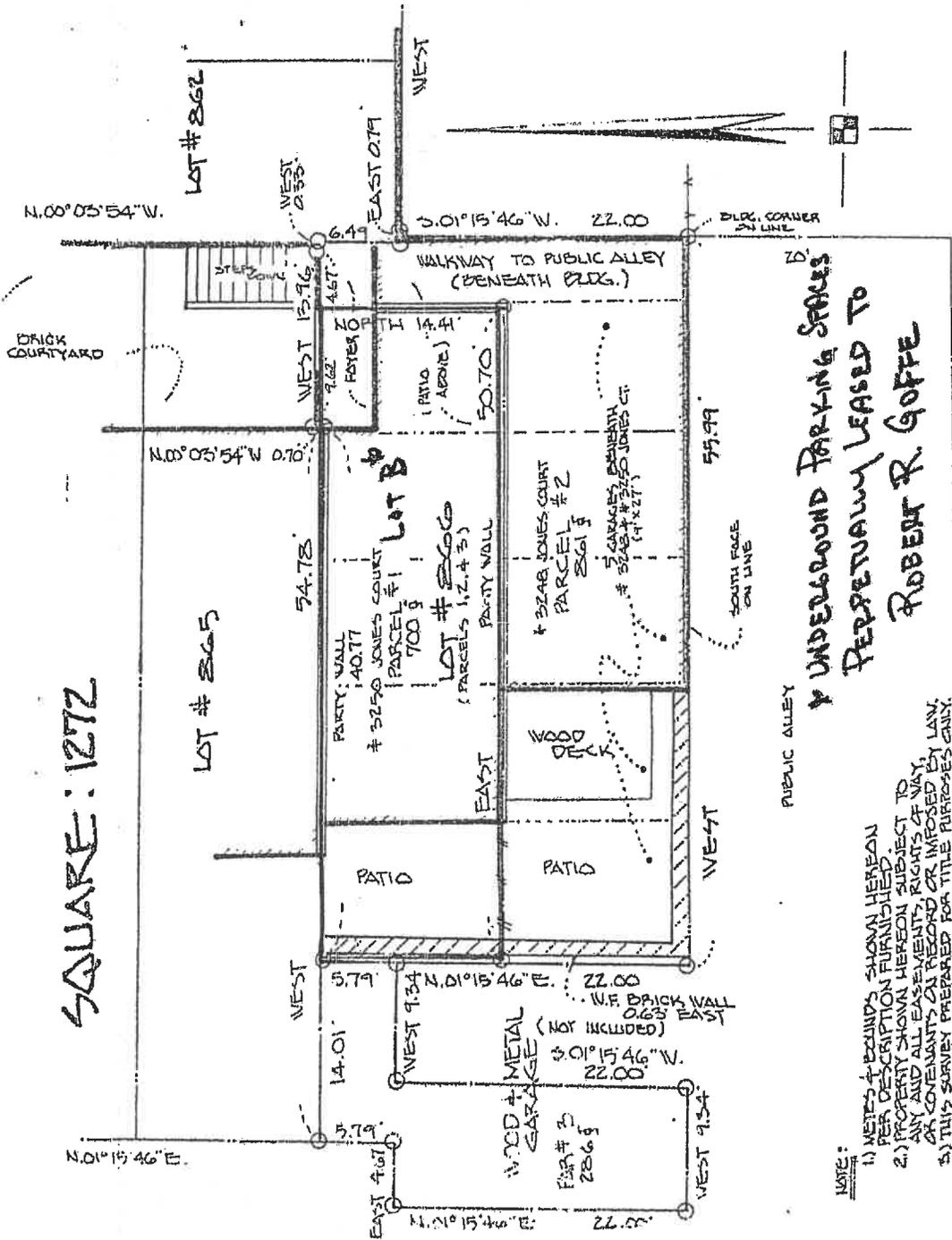
My commission expires: November 30, 1986

[SEAL]

*Mary Dougherty*  
Notary Public

# LANDTECH ASSOCIATES INC.

4706 EDMONTON ROAD BLADENBURG, MARYLAND 20719  
277 8878



SQUARE: 1272

& UNDERGROUND PARKING SPACES  
 PERPETUALLY LEASED TO  
 ROBERT R. GOFFE

- NOTE:
- 1) METES & BOUNDS SHOWN HEREON PER A DESCRIPTION FURNISHED BY THE PROPERTY OWNER.
  - 2) PROPERTY SHOWN HEREON SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, AND COVENANTS ON RECORD OR IMPROVED BY LAW.
  - 3) THIS SURVEY PREPARED FOR TITLE PURPOSES ONLY.
  - 4) WILL CHECK INFORMATION TAKEN FROM THE RECORDS OF THE D.C. SURVEYORS OFFICE.

LOCATION: PLAT OF #3248 JONES COURT WASHINGTON, D.C.	LOT PART OF # 866 *	SQUARE: 1272
* PARCEL # 2	LIBER SHOWN A#T	FOLIO PG. 3653-J
	DATE: 2-10-83	SCALE: 1" = 10'
	CASE NO.	FILE NO: 77-83022

**CERTIFICATION**

I HEREBY CERTIFY THAT THE POSITION OF ALL THE EXISTING IMPROVEMENTS ON THE ABOVE DESCRIBED PROPERTY HAS BEEN CAREFULLY ESTABLISHED BY A TRUSTED SURVEYOR AND THAT UNLESS OTHERWISE SHOWN THERE ARE NO ENCROACHMENTS. THIS IS NOT A WARRANTY. THE SURVEYOR'S OFFICE SHOULD NOT BE USED AS SUCH.

ATTACHMENT

The attached agreement is to be recorded and filed as a supplement to Deeds recorded in which Square 1272 Lot 866 was deeded to the parties as tenants in common. The parties agreed at the time of settlement on January 20, 1983 to subsequently subdivide Square 1272 Lot 866 into two separate properties and to grant reciprocal perpetual leases for the underground parking spaces, to reflect the proper division of the property as agreed among the parties. Since the recordation and transfer taxes were paid on the deeds by the parties and this agreement is a supplement to such Deeds, then this Agreement is exempt from the transfer and recordation tax.

DEC 14 11 43 AM '83

40561

After Recording  
MAIL TO ROBERT R. GORTE  
ADDRESS: 3248 JONES COURT, N.W.  
WASHINGTON, DC 20007

*DMB*

NOV 25 1983  
NOV 25 1983  
NOV 25 1983

NOV 25 1983

NOV 25 1983

57

K  
—

LEASE

THIS LEASE AGREEMENT is made this <sup>13<sup>th</sup></sup> day of *October*, 1983 by and between Robert Goffe, William Goffe and Julia Pollack, (hereinafter called "Landlord") and Diane McKaig (hereinafter called "Tenant").

The Parties agree as follows:

1. The Landlord for and in consideration of the covenants and agreements hereinafter set forth and the rent hereinafter specifically reserved does hereby lease unto the Tenant the space described on Schedule A attached hereto and made a part hereof (the "Premises"), for the term of Ninety Nine (99) years (or until such term shall sooner cease and expire as hereinafter provided) commencing on the <sup>13<sup>th</sup></sup> day of *October*, 1983, and ending on the <sup>12<sup>th</sup></sup> day of *October*, 2082, both dates inclusive, the Tenant paying as rent for the term the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) without deduction or demand, payable upon execution of this lease agreement.

2. The Tenant does hereby take and hold the Premises at the rent hereinabove specifically reserved and payable as aforesaid, upon and subject to the terms and conditions herein contained.

3. The Tenant shall use and occupy the Premises for a garage space and storage area for residential related items and for no other purposes whatsoever without the prior written consent of Landlord.

4. The Tenant will keep the Premises and the fixtures therein in good order and condition and will at the expiration or other termination of the term hereof surrender and deliver up the same in like good order and condition as the same now are, ordinary wear and tear, and damage by the elements, fire and other unavoidable casualty excepted.

5. The Tenant will not sublet the Premises nor any part thereof or transfer possession or occupancy thereof to any person other than a residential user of the Premises.

6. The Tenant will not do nor permit anything to be done in the Premises or the building of which they form a part (hereinafter the "Building" or the "Property") or bring or keep anything therein which shall in any way increase the rate of fire or other insurance on the Building, or on the property kept therein, or obstruct, or interfere with the rights of other tenants, or in any way injure or annoy them, or those having business with them, or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon the Building or any part thereof, or with any statutes, rules or regulations enacted or established by the District of Columbia or Federal Government.

7. Tenant will not make any alterations, installations, changes, replacements, additions, nor improvements (structural or otherwise) in or to the Premises or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld. All alterations, installations, changes, replacements, additions to or improvements upon the Premises (whether with or without the Landlord's consent), shall, at the election of the Landlord, remain upon the Premises and be surrendered with the Premises at the expiration of this lease without disturbance, molestation or injury.

8. Tenant will allow the Landlord, its agents or employees, to enter the Premises at all reasonable times, upon reasonable notice, to examine, inspect or to protect the same or prevent damage or injury to the same, or to make such alterations and repairs as the Landlord may deem necessary.

9. The Tenant will not use or permit the Premises or any part thereof to be used for any disorderly, unlawful or extra hazardous purpose nor for any other purpose than hereinbefore specified without the prior written consent of the Landlord.

10. The sidewalks, entries, passages, elevators, public corridors and staircases and other parts of the Building which

are not occupied by the Tenant shall not be obstructed or used for any other purpose than ingress or egress by the Tenant. The Tenant shall not construct, maintain, use or operate within the Premises or elsewhere in the Building or on the outside of the Building, any equipment or machinery which produces music, sound or noise which is audible beyond the Premises.

11. Tenant shall pay to Landlord semi-annually, upon written request, an amount equal to \$8,750 multiplied by the then applicable tax rate payable by the landlord for the entire Property as evidenced by the real estate tax bill for such period.

12. All injury to the Premises or the Building caused by the Tenant and all breakage done by Tenant, or the agents, servants, employees and visitors of Tenant, shall be repaired by the Tenant, at the expense of the Tenant. In the event that the Tenant shall fail to do so, then the Landlord shall have the right to make such necessary repairs, alterations and replacements (structural or otherwise) and any charge or cost so incurred by the Landlord shall be paid by the Tenant with the right on the part of the Landlord to elect in its discretion, to regard the same as additional rent, in which event such cost or charge shall become additional rent payable within thirty days of demand therefore. This provision shall be construed as an additional remedy granted to the Landlord and not in limitation of any other rights and remedies which the Landlord has or may have in said circumstances.

13. All personal property of the Tenant in the Premises or in the Building shall be at the sole risk of the Tenant. The Landlord shall not be liable for any accident to or damage to property of Tenant resulting from the use or operation of any applicable heating, cooling, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damages to property resulting from water, steam or other causes, <sup>unless such damage results from any cause emanating from the residential property above.</sup> Tenant releases Landlord from any liability incurred or claimed by reason of damage to Tenant's property. Landlord shall not be liable in damages, nor shall this lease be affected for conditions arising or resulting, and which may affect the Building, due to construction on contiguous premises.

14. The Landlord shall not be liable for any accident to or injury to any person or persons or property in or about the Premises which are caused by the use of the Premises by Tenant. The Tenant agrees to hold the Landlord harmless against all such claims.

15. If the Tenant shall fail to pay any installment of rent at the time it becomes due and payable and/or any additional rent as herein provided although no demand shall have been made for same; or if the Tenant shall violate or fail or neglect to keep and perform any of the covenants, conditions and agreements herein contained on the part of the Tenant to be kept and performed, Landlord may avail itself of all legal remedies available to it, including, but not limited to, an action for damages or for possession. Tenant shall be responsible for all legal fees incurred by landlord in enforcing its rights hereunder.

16. This lease is subject and subordinate to all ground or underlying leases and to all mortgages and/or deeds of trust, and other restrictions which may now or hereafter affect such leases or the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that any future encumbrances placed on the Premises or the Building of which they are a part shall not interfere with Tenant's use and enjoyment of the Property. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee or trustee. In confirmation of such subordination, Tenant shall execute promptly any certificate that the Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of the Tenant, provided, however, that notwithstanding the foregoing, the party secured by any such deed of trust shall have the right to recognize this lease and, in the event of any foreclosure sale under such deed of trust, this lease shall continue in full force and effect at the option of the party secured by such deed of trust or the purchaser under any such foreclosure sale; and the Tenant covenants and agrees that it will, at the written request of the party secured by any

such deed of trust, execute acknowledge and deliver any instrument that has for its purpose and effect the subordination of said deed of trust to the lien of this lease. *Any termination of this lease pursuant to this paragraph will subject the Landlord to an independent proceeding before the court and shall not constitute any consent to collect said value of rents remaining* 17. If the Premises, or any part thereof, shall be taken or condemned for public or quasi-public use or purpose by any competent authority, Tenant shall be entitled solely to that portion of any award attributable to its interest under this lease. Upon such condemnation or taking, the term of this lease shall cease and terminate from the date of such governmental taking or condemnation, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this lease.

18. It is agreed that all rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to their respective heirs, executors, administrators, successors and assigns.

19. If the Tenant shall, with the knowledge and consent of the Landlord, continue to remain in the Premises after the expiration of the term of this lease, then and in that event, Tenant shall, by virtue of this agreement become a tenant by the month.

20. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions.

21. All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows;

If to the Landlord -- Robert Goffe  
3248 Jones Court, N.W.  
Washington, D.C.

If to the Tenant --

22. It is further agreed and understood that the Tenant will pay, as additional rent, its share of all utilities separately metered or subject to apportionment, applicable to the Premises.

23. Tenant agrees to take the Premises in "as is" condition.

24. Tenant shall, at its own expense, comply with all laws, orders, ordinances, and regulations of Federal, State, County and Municipal authorities and with all lawful directions of public officers thereunder, respecting all matters of occupancy, condition, or maintenance of the Premises, whether such orders or directions shall be directed to Tenant or Landlord (except that the tenant's obligations shall not commence in respect of directions or orders given exclusively to the Landlord until notified by the Landlord of such directions or orders), and Tenant shall hold Landlord harmless from cost or expenses on account thereof.

25. Tenant covenants to save harmless, protect, and indemnify the Landlord from and against any and all losses, damages, claims, suits or actions, judgments, and costs, which may arise or grow out of any injury to or death of any person or damage to any property of Tenant and employees of Tenant which is caused by or connected with the use and possession of the Premises and the equipment thereon by Tenant, including (but not by way of limitation), any such injury, death, or damage caused by any defect in or condition of the Premises and the equipment thereon, whether latent or patent and whether now or hereafter existing. For the purpose of assuring performance of the provisions of this paragraph, Tenant agrees to provide and keep in force during the term of this Lease a policy or policies of insurance with such minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) in the event of injury or death to one person and Five Hundred Thousand Dollars (\$500,000.00) in the event of injury or death to more than one person. Such policy shall be with companies licensed to do business in the District of Columbia. Tenant shall obtain and keep in force personal property insurance with a minimum limit of Twenty Five Thousand

Dollars (\$25,000). Landlord shall be named as additional insured in such policy of insurance and each policy shall be written so as to be cancellable only after ten (10) days prior written notice to Landlord. Tenant shall furnish Landlord with proof satisfactory to Landlord that such insurance has been procured.

26. In the event any mechanic's lien shall be filed against the Premises for work claimed to have been done at the instruction of, or for materials claimed to have been furnished at the request of Tenant, Tenant shall cause same to be discharged within twenty (20) days after filing by bonding as required by law or in any other lawful manner.

27. Landlord or Landlord's agents shall not be liable for any injury or damage to persons or property resulting from any cause whatsoever, unless such injury or damage was caused by or due to the willful or negligent act or omission of Landlord, or Landlord's agents. Neither Landlord nor its agents shall be liable for any injury or damage caused by other tenants in the building or for damages or injuries caused by operations in construction of any public or quasi-public works..

28. Landlord or Landlord's agents have made no representations, warranties, or promises with respect to the Building or the Premises, except as expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this lease agreement the year and day first written above.

Landlord:

Tenant:

William B. Boffe

Prima McKay

Robert R. Goff

Julia Tallach

**ASSIGNMENT AND ASSUMPTION OF LEASE**

This Assignment and Assumption of Lease is made on November 21<sup>st</sup>, 2006, by and between SUNTRUST BANK, Trustee under the Will of Dianne L. McKaig (hereinafter, "Assignor") and MANUEL S. SOLORZANO (hereinafter "Assignee").

WHEREAS, on October 13, 1983, Dianne L. McKaig, as Tenant, executed a Lease ("the Lease") with Robert Goffe, William Goffe and Julie Pollack, as Landlords, concerning the use of a certain parking space described therein (See copy of Lease attached hereto); and

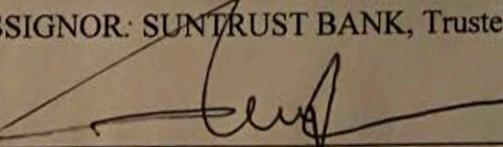
WHEREAS, in connection with Assignor's sale to Assignee of real property located at 3256 Jones Court, NW, Washington, DC 20007, Assignor desires to convey to Assignee any and all rights it has under the Lease;

NOW, THEREFORE, for value received:

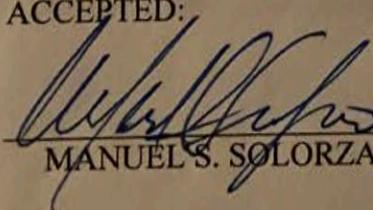
1. Assignor hereby irrevocably assigns to Assignee, without warranty, any and all of its rights, title and interest it has in and under said Lease. Assignee accepts the foregoing assignment and hereby assumes Assignor's obligations under the Lease that arise after the date hereof.
2. Assignor confirms that it has full capacity and authority to execute this Assignment.
3. Assignee covenants and agrees to indemnify, defend and save harmless Assignor, its successors, assigns, members, officers, employees and agents in and from any and all liabilities, expenses, attorney fees, suits, claims, losses and detriments of every kind and character arising in relation to or on account of the Lease relating to or out of any event, circumstance, omission or occurrence after this date.
4. This Assignment is and shall be binding upon the respective heirs, successors and assigns of Assignor and Assignee, and shall inure to the benefit of their respective heirs, successors and assigns.
5. This Assignment and Assumption of Lease is made under the laws of the District of Columbia.

ASSIGNOR: SUNTRUST BANK, Trustee under the Will of Dianne L. McKaig

by:

  
Perry N. Ives, Vice-President

ACCEPTED:

  
MANUEL S. SOLORZANO

DISTRICT OF COLUMBIA, ss:

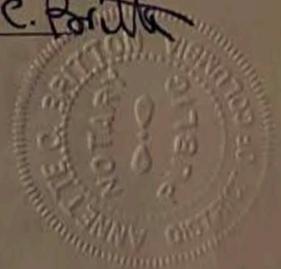
I, Annette Britton a Notary Public in and for the District of Columbia, do hereby certify that Perry Ives, who is personally well known to me as the Vice-President of SUNTRUST BANK, Trustee, who executed the foregoing document bearing date on this 21<sup>st</sup> day of November, 2006, and hereto annexed, personally appeared before me in said District of Columbia, and by virtue of the authority vested in him, acknowledged the same to be the act and deed of SUNTRUST BANK, Trustee.

GIVEN under my hand and seal this 21<sup>st</sup> day of November, 2006.

Notary Public: Annette C. Britton

My commission expires: 2-28-2010

Annette C. Britton  
Notary Public, District of Columbia  
My Commission Expires 2/28/2010



DISTRICT OF COLUMBIA, ss:

I, MARK A. BAYER, a Notary Public in and for the District of Columbia, do hereby certify that MANUEL S. SOLORZANO, who is personally well known to me as the person who executed the foregoing document bearing date on this 22<sup>nd</sup> day of November, 2006, and hereto annexed, personally appeared before me in said District of Columbia and acknowledged the same to be his act and deed.

GIVEN under my hand and seal this 22<sup>nd</sup> day of November, 2006.

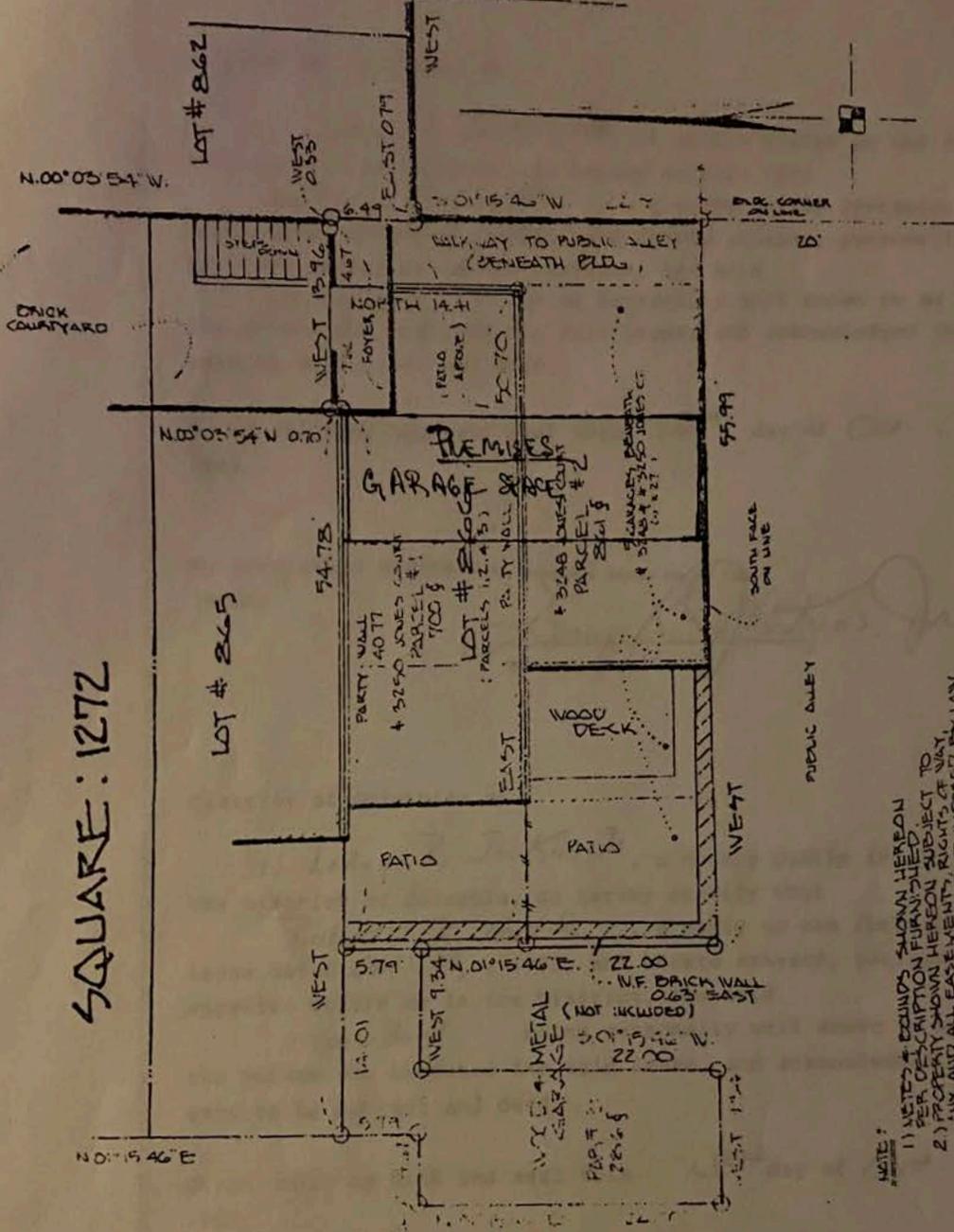
Notary Public: [Signature]

My commission expires: MARK A. BAYER  
Notary Public, The District of Columbia  
My Commission Expires January 14, 2011



Y:\Docs\REAR\_THRU\_Z\Solorzano Assignment of Lease.DOC

SCHEDULE A



NOTE:  
 1) NOTES & EQUIDS SHOWN HEREON PER DESCRIPTION FURNISHED TO PROPERTY SHOWN HEREON SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, OR EASEMENTS ON RECORD OR IMPOSED BY LAW.  
 2) THIS SURVEY PREPARED FOR TITLE PURPOSES ONLY.  
 3) ALL CHECK INFORMATION TAKEN FROM THE RECORDS OF THE DC SURVEYOR'S OFFICE.

SQUARE: 1272

LOCATION PLAT OF  
 #3248 JONES COURT  
 WASHINGTON, D.C.

LOT PART OF # 266  
 SHOW A#T  
 DATE 2-10-85  
 CASE NO.

1272  
 PG. 2655-J  
 1" = 10'  
 FILE NO: NF-83022

CERTIFICATION

EXHIBIT B (1)

LEASE

THIS LEASE AGREEMENT is made this 12 day of September 1986 by and between Robert Goffe, William Goffe and Julie Goffe (hereinafter called "Landlord") and John G. Pickard and D. Patricia Pickard (hereinafter called "Tenant").

The Parties agree as follows:

1. The Landlord for and in consideration of the covenants and agreements hereinafter set forth and the rent hereinafter specifically reserved does hereby lease unto the Tenant the space described on Schedule A attached hereto and made a part hereof (the "Premises"), for the term of Ninety Nine (99) years (or until such term shall sooner cease and expire as hereinafter provided) commencing on the 12 day of September, 1986, and ending on the 11 day of September 2085, both dates inclusive, the Tenant paying as rent for the term the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) without deduction or demand, payable upon execution of this lease agreement, *per settlement statement from the purchase of 3244 Jones Court, MSO, number in file 3805 and said amount is a part of the price paid.*

??

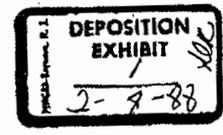
ED.  
P.P.  
10/19/86

2. The Tenant does hereby take and hold the Premises at the rent hereinabove specifically reserved and payable as aforesaid, upon and subject to the terms and conditions herein contained.

3. The Tenant shall use and occupy the Premises for a garage space and storage area for *professional or residential* ~~except those allowed on Tenant's occupancy agreement,~~ for no other purposes whatsoever without the prior written consent of Landlord.

ED.  
P.P.  
10/19/86

4. The Tenant will keep the Premises and the fixtures therein in good order and condition and will at the expiration or other termination of the term hereof surrender and deliver up the same in like good order and condition as the same now are, ordinary wear and tear, and damage by the elements, fire and other unavoidable casualty excepted.



250  
271  
1066  
346

5. The Tenant will not sublet the Premises nor any part thereof or transfer possession or occupancy thereof to any person other than a residential user of the Premises ~~not~~ *inconsistent with paragraph 3 above.*

6. The Tenant will not do nor permit anything to be done in the Premises or the building of which they form a part (hereinafter the "Building" or the "Property") or bring or keep anything therein which shall in any way increase the rate of fire or other insurance on the Building, or on the property kept therein, or obstruct, or interfere with the rights of other tenants, or in any way injure or annoy them, or those having business with them, or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon the Building or any part thereof, or with any statutes, rules or regulations enacted or established by the District of Columbia or Federal Government.

7. Tenant will not make any alterations, installations, changes, replacements, additions, nor improvements (structural or otherwise) in or to the Premises or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld. All alterations, installations, changes, replacements, additions to or improvements upon the Premises (whether with or without the Landlord's consent), shall, at the election of the Landlord, remain upon the Premises and be surrendered with the Premises at the expiration of this lease without disturbance, molestation or injury.

8. Tenant will allow the Landlord, its agents or employees, to enter the Premises at all reasonable times, upon reasonable notice, to examine, inspect or to protect the same or prevent damage or injury to the same, or to make such alterations and repairs as the Landlord may deem necessary.

9. The Tenant will not use or permit the Premises or any part thereof to be used for any disorderly, unlawful or extra hazardous purpose nor for any other purpose than hereinbefore specified without the prior written consent of the Landlord.

10. The sidewalks, entries, passages, elevators, public corridors and staircases and other parts of the Building which

are not occupied by the Tenant shall not be obstructed or used for any other purpose than ingress or egress by the Tenant. The Tenant shall not construct, maintain, use or operate within the Premises or elsewhere in the Building or on the outside of the Building, any equipment or machinery which produces music, sound or noise which is audible beyond the Premises.

*\$750 x Tax rate*

11. Tenant shall pay to Landlord semi-annually, upon written request, an amount equal to \$8,750 multiplied by the then applicable tax rate payable by the landlord for the entire Property as evidenced by the real estate tax bill for such period.

12. All injury to the Premises or the Building caused by the Tenant and all breakage done by Tenant, or the agents, servants, employees and visitors of Tenant, shall be repaired by the Tenant, at the expense of the Tenant. In the event that the Tenant shall fail to do so, then the Landlord shall have the right to make such necessary repairs, alterations and replacements (structural or otherwise) and any charge or cost so incurred by the Landlord shall be paid by the Tenant with the right on the part of the Landlord to elect in its discretion, to regard the same as additional rent, in which event such cost or charge shall become additional rent payable within thirty days of demand therefore. This provision shall be construed as an additional remedy granted to the Landlord and not in limitation of any other rights and remedies which the Landlord has or may have in said circumstances.

13. All personal property of the Tenant in the Premises or in the Building shall be at the sole risk of the Tenant. The Landlord shall not be liable for any accident to or damage to property of Tenant resulting from the use or operation of any applicable heating, cooling, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damages to property resulting from water, steam or other causes. Tenant releases Landlord from any liability incurred or claimed by reason of damage to Tenant's property. Landlord shall not be liable in damages, nor shall this lease be affected for conditions arising or resulting, and which may affect the Building, due to construction on contiguous premises.

14. The Landlord shall not be liable for any accident to or injury to any person or persons or property in or about the Premises which are caused by the use of the Premises by Tenant. The Tenant agrees to hold the Landlord harmless against all such claims.

15. If the Tenant shall fail to pay any installment of rent at the time it becomes due and payable and/or any additional rent as herein provided although no demand shall have been made for same; or if the Tenant shall violate or fail or neglect to keep and perform any of the covenants, conditions and agreements herein contained on the part of the Tenant to be kept and performed, Landlord may avail itself of all legal remedies available to it, including, but not limited to, an action for damages or for possession. Tenant shall be responsible for all legal fees incurred by landlord in enforcing its rights hereunder.

16. This lease is subject and subordinate to all ground or underlying leases and to all mortgages and/or deeds of trust, and other restrictions which may now or hereafter affect such leases or the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that any future encumbrances placed on the Premises or the Building of which they are a part shall not interfere with Tenant's use and enjoyment of the property. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee or trustee. In confirmation of such subordination, Tenant shall execute promptly any certificate that the Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of the Tenant, provided, however, that notwithstanding the foregoing, the party secured by any such deed of trust shall have the right to recognize this lease and, in the event of any foreclosure sale under such deed of trust, this lease shall continue in full force and effect at the option of the party secured by such deed of trust or the purchaser under any such foreclosure sale; and the Tenant covenants and agrees that it will, at the written request of the party secured by any

such deed of trust, execute acknowledge and deliver any instrument that has for its purpose and effect the subordination of said deed of trust to the lien of this lease.

17. If the Premises, or any part thereof, shall be taken or condemned for public or quasi-public use or purpose by any competent authority, Tenant shall be entitled solely to that portion of any award attributable to its interest under this lease. Upon such condemnation or taking, the term of this lease shall cease and terminate from the date of such governmental taking or condemnation, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this lease.

18. It is agreed that all rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to their respective heirs, executors, administrators, successors and assigns.

19. If the Tenant shall, with the knowledge and consent of the Landlord, continue to remain in the Premises after the expiration of the term of this lease, then and in that event, Tenant shall, by virtue of this agreement become a tenant by the month.

20. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions.

21. All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows;

If to the Landlord -- Robert Goffe  
3248 Jones Court, N.W.  
Washington, D.C. 20007

If to the Tenant -- John G. Pickard  
3244 Jones Court, N.W.  
Washington, D.C. 20007

22. It is further agreed and understood that the Tenant will pay, as additional rent, its share of all utilities separately metered or subject to apportionment, applicable to the Premises.

23. Tenant agrees to take the Premises in "as is" condition.

24. Tenant shall, at its own expense, comply with all laws, orders, ordinances, and regulations of Federal, State, County and Municipal authorities and with all lawful directions of public officers thereunder, respecting all matters of occupancy, condition, or maintenance of the Premises, whether such orders or directions shall be directed to Tenant or Landlord (except that the tenant's obligations shall not commence in respect of directions or orders given exclusively to the Landlord until notified by the Landlord of such directions or orders), and Tenant shall hold Landlord harmless from cost or expenses on account thereof.

25. Tenant covenants to save harmless, protect, and indemnify the Landlord from and against any and all losses, damages, claims, suits or actions, judgments, and costs, which may arise or grow out of any injury to or death of any person or damage to any property of Tenant and employees of Tenant which is caused by or connected with the use and possession of the Premises and the equipment thereon by Tenant, including (but not by way of limitation), any such injury, death, or damage caused by any defect in or condition of the Premises and the equipment thereon, whether latent or patent and whether now or hereafter existing. For the purpose of assuring performance of the provisions of this paragraph, Tenant agrees to provide and keep in force during the term of this Lease a policy or policies of insurance with such minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) in the event of injury or death to one person and <sup>two hundred and fifty</sup> ~~five hundred~~ Thousand Dollars (<sup>250,000</sup> ~~500,000.00~~) in the event of injury or death to more than one person. Such policy shall be with companies licensed to do business in the District of Columbia. Tenant shall obtain and keep in force personal property insurance with a minimum limit of Twenty Five Thousand

*Handwritten initials and date:*  
K.R.  
10/26/84

Dollars (\$25,000). Landlord shall be named as additional insured in such policy of insurance and each policy shall be written so as to be cancellable only after ten (10) days prior written notice to Landlord. Tenant shall furnish Landlord with proof satisfactory to Landlord that such insurance has been procured.

26. In the event any mechanic's lien shall be filed against the Premises for work claimed to have been done at the instruction of, or for materials claimed to have been furnished at the request of Tenant, Tenant shall cause same to be discharged within twenty (20) days after filing by bonding as required by law or in any other lawful manner.

27. Landlord or Landlord's agents shall not be liable for any injury or damage to persons or property resulting from any cause whatsoever, unless such injury or damage was caused by or due to the willful or negligent act or omission of Landlord, or Landlord's agents. Neither Landlord nor its agents shall be liable for any injury or damage caused by other tenants in the building or for damages or injuries caused by operations in construction of any public or quasi-public works.

28. Landlord or Landlord's agents have made no representations, warranties, or promises with respect to the Building or the Premises, except as expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this lease agreement the year and day first written above.

Landlord:

Tenant:

Julie H. Boffe

John Richard

Robert P. Goff

D. Patricia Richard

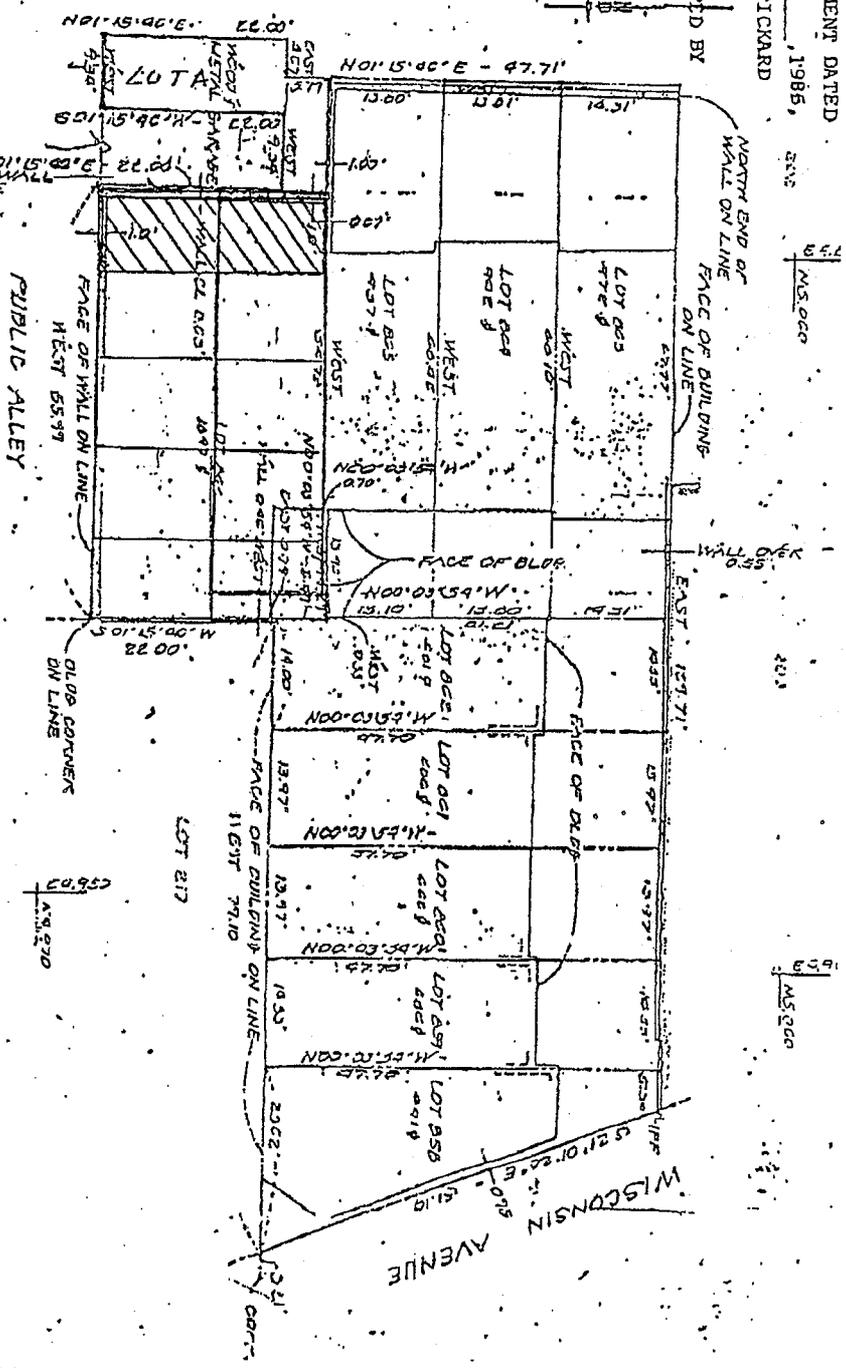
William P. Boffe

\_\_\_\_\_

SPHERE A TO LEASE AGREEMENT DATED THE DAY OF 1985, BY AND BETWEEN COFFE AND PICKARD

THE "PREMISES" IS DESIGNATED BY THE FOLLOWING: THE SHADED PORTION IS PARKING GARAGE #5 WHICH IS CONVEYED BY LEASE

EXHIBIT  
DATE  
SITE OF POSITION  
INVESTIGATE  
CENTURY TRAY THIS PLAT IS CORRECT  
DELETED  
RICHARD H KEHR  
PROFESSIONAL ENGINEER  
DISTRICT OF COLUMBIA



TOTAL AREA - 2007 8

District of Columbia, ss.

I, MARY DOUGHERTY, a notary public in and for the District of Columbia, do hereby certify that Julie H. Goffe, a party to the foregoing Lease dated September 12, 1986, and hereto annexed, personally appeared before me in the District, the said Julie H. Goffe being personally well known to me as the person who executed the said Lease, and acknowledged the same to be act and deed.

Given under my hand and seal this 12<sup>th</sup> day of September 1986.

My commission expires: November 30, 1986  
[SEAL]

Mary Dougherty  
Notary Public

District of Columbia, ss.

I, Mary Dougherty, a notary public in and for the District of Columbia, do hereby certify that Robert R Goffe, a party to the foregoing Lease dated September 12, 1986, and hereto annexed, personally appeared before me in the District, the said Robert R Goffe being personally well known to me as the person who executed the said Lease, and acknowledged the same to be act and deed.

Given under my hand and seal this 12<sup>th</sup> day of September 1986.

My commission expires: November 30, 1986  
[SEAL]

Mary Dougherty  
Notary Public

District of Columbia, ss.

I, MARY DOUGHERTY, a notary public in and for the District of Columbia, do hereby certify that William G. Goffe, a party to the foregoing Lease dated                     , 1986, and hereto annexed, personally appeared before me in the District, the said William G. Goffe being personally well known to me as the person who executed the said Lease, and acknowledged the same to be                      act and deed.

Given under my hand and seal this 12<sup>th</sup> day of September 1986.

My commission expires: November 30, 1986  
[SEAL]

Mary Dougherty  
Notary Public

District of Columbia, ss.

I, Nancy Hilmers, a notary public in and for the District of Columbia, do hereby certify that JOHN G. PICKARD and PATRICIA PICKARD, a party to the foregoing Lease dated September 12, 1986, and hereto annexed, personally appeared before me in the District, the said parties being personally well known to me as the person who executed the said Lease, and acknowledged the same to be their act and deed.

Given under my hand and seal this 12<sup>th</sup> day of September 1986.

My commission expires: 4/30/1991  
[SEAL]

Nancy Hilmers  
Notary Public

**QUITCLAIM ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS QUITCLAIM ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Quitclaim Assignment and Assumption") is made and entered into as of this \_\_\_\_ day of November, 2003 (the "Effective Date"), by and between D. PATRICIA PICKARD and JOHN G. PICKARD (collectively, "Assignor") and ZALENA RAMPRASHAD and DENNIS RAMPRASHAD (collectively, "Assignee").

**WITNESSETH:**

Whereas, contemporaneously with the execution and delivery of this Quitclaim Assignment and Assumption, Assignor has sold and deeded to Assignee all of Assignor's right, title, interest and estate in and to the real property described in Exhibit A attached hereto and made a part hereof (the "Real Property"); and

Whereas, as part of the conveyance of the Real Property, Assignor is willing to quitclaim assign to Assignee all of the Assignor's right, title and interest under the agreements, documents and instruments identified on Exhibit B hereto and made a part hereof (the "Existing Agreements") and Assignee is willing to assume any and all obligations of Assignor under the Existing Agreements in respect of the period on or after the Effective Date;

NOW, THEREFORE, for Ten and 00/100 Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby quitclaim assigns to Assignee, without representation or warranty of any kind, all of Assignor's right, title and interest in and to the Existing Agreements, to the extent thereof, if any.

Assignee hereby accepts the quitclaim assignment of all of Assignor's right, title and interest in and to the Existing Agreements to the extent thereof, if any, and assumes any and all obligations of Assignor under the Existing Agreements in respect of the period on or after the Effective Date. Assignee hereby acknowledges and agrees that such quitclaim assignment is without representation or warranty of any kind.

This Quitclaim Assignment and Assumption represents the complete understanding among the parties and supersedes all prior written or oral negotiations or agreements as to the subject matter hereof. This Quitclaim Assignment and Assumption may be signed in counterparts, all of which when taken together shall constitute the one and same original.

This Quitclaim Assignment and Assumption shall be governed by the laws of the District of Columbia, regardless of its choice of laws rules.

IN WITNESS WHEREOF, the parties have executed this Quitclaim Assignment and Assumption as of the day and year first above written.

Assignor:

D. Patricia Pickard.  
D. Patricia Pickard

John G. Pickard  
John G. Pickard

Assignee:

Zalena Ramprashad.  
Zalena Ramprashad

Dennis Ramprashad  
Dennis Ramprashad