2014016889-8

STATEMENT OF JURISDICTION
And
DECLARATION OF COVENANTS
REGARDING EXERCISE OF JURISDICTION
OVER TWO PARCELS OF LAND GENERALLY BORDERED BY
PENNSYLVANIA AVENUE AND ADJACENT TO
THE OLD POST OFFICE, WASHINGTON, DC

THIS STATEMENT OF JURISDICTION AND DECLARATION OF COVENANTS is an agreement by and between the U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, NATIONAL CAPITAL REGION, acting by and through its Regional Director, hereinafter referenced as "NPS," and the U.S. GENERAL SERVICES ADMINISTRATION, NATIONAL CAPITAL REGION, acting by and through its Commissioner of the Public Buildings Service, hereinafter referenced as "GSA." This may be hereinafter referenced as the "Statement of Jurisdiction."

WHEREAS, GSA is the Federal agency with jurisdiction over the Old Post Office in Washington, DC ("OPO"), and the closed historic portion of 11th Street, N.W., except for the sidewalk area currently crossing the closed historic portion, and the closed portion of C Street, N.W.; and

WHEREAS, GSA was directed by the Old Post Office Building Redevelopment Act of 2008, PL 110-359, 122 Stat. 4005, (Oct. 8, 2008), to redevelop OPO and so conducted a public competition seeking proposals for adaptive uses for the Site and selected Trump Old Post Office LLC as the preferred selected developer to Lease, Rehabilitate, and Manage the OPO as a hotel pursuant to Section 111 of the National Historic Preservation Act ("NHPA"), 16 U.S.C. § 470h-3; and

WHEREAS, NPS is the Federal agency with jurisdiction over certain portions of the public space along the south side of Pennsylvania Avenue, N.W., from 12th to 10th Streets, N.W., including the triangular area (hereinafter referenced as "the Triangle Property"), created by the Pennsylvania Avenue Development Corporation (PADC), pursuant to its Pennsylvania Avenue Plan with the relocation there of the Benjamin Franklin Statue, and in this non-historic location, this statue now is a contributing feature to the Pennsylvania Avenue Historic District; and

WHEREAS, the Triangle Property is generally bordered by Pennsylvania Avenue, N.W., and the OPO, which is depicted as Part 2 on the map that is attached hereto (Appendix 1), which said Part 2 is legally described in Appendix 2 attached hereto; and

WHEREAS, there is a trapezoidal portion of land that is generally bordered by Pennsylvania Avenue, N.W., and the now-closed 11th Street, N.W., and just east of the OPO (hereinafter referenced as the "the Trapezoidal Property"), which is also depicted as Part 1 on the

map that is attached hereto (Appendix 1), which said Part 1 is legally described in Appendix 2 attached hereto; and

WHEREAS, the Triangle Property and the Trapezoidal Property are administered pursuant to the laws, regulations, and policies governing the areas of the Pennsylvania Avenue Plan, including 40 U.S.C. Ch. 67, and regulations at 40 C.F.R. Part 910; and

WHEREAS, the Triangle Property and the Trapezoidal Property are also situated within the boundary of the Pennsylvania Avenue National Historic Site, which is administered by the National Park Service pursuant to Pub. L. No.104-134, 110 Stat. 1321-198 (1996) and located in an area depicted on the Pennsylvania Avenue National Historic Park map 840-82441, dated June 1, 1995, codified at 40 U.S.C. § 872, note; and

WHEREAS, the National Capital Planning Commission, of which both the NPS and GSA are members, approved the transfer of jurisdiction on September 12, 2013, which contemplates use of the Triangle Property and Trapezoidal Property by GSA in furtherance of the Old Post Office Building Redevelopment Act, NHPA Section 111 and GSA's mission and responsibilities; and

WHEREAS, GSA will administer the Triangle Property and Trapezoidal Property pursuant to the laws, regulations, and policies governing the GSA and those for the areas of the Pennsylvania Avenue Plan and its features; and

WHEREAS, the NPS and GSA desire to enter into this Statement of Jurisdiction, agreeing that administrative jurisdiction over the Triangle Property and Trapezoidal Property shall be vested in GSA subject to the provisions herein; and

WHEREAS, the NPS and GSA are signatories to that certain NHPA Section 106 Programmatic Agreement regarding the leasing, rehabilitation, and management of the OPO Building and Annex and Associated Transportation Improvements, which Agreement contemplates the jurisdictional transfer set forth herein and evidences compliance with the National Historic Preservation Act in connection with the transfer; and

WHEREAS, GSA released a Final Environmental Assessment (EA) related to the OPO on May 22, 2013, and issued its associated Finding of No Significant Impact (FONSI) on May 22, 2013, and NPS has adopted that EA and issued its own FONSI for purposes of the agencies' respective National Environmental Policy Act compliance, which compliance contemplated the jurisdictional transfer set forth herein.

NOW, THEREFORE, in accordance with the authority provided by 40 U.S.C. § 8124(a) and pursuant to the foregoing recitals, which are hereby incorporated as if fully set forth below; and in consideration of the mutual promises herein expressed, the NPS and GSA agree on the transfer of jurisdiction from NPS to GSA of the Triangle Property and the

Trapezoidal Property and the features they contain including but not limited to street furniture, paving, landscaping, and the Benjamin Franklin statue, pursuant to the following:

1. Title to the Triangle Property and Trapezoidal Property shall remain with the United States and GSA shall exercise administrative jurisdiction over said Properties;

2. The NPS current regulations at 36 CFR § 7.96 designated a portion of the Triangle Property and the Trapezoidal Property for the use of the Presidential Inaugural Committee bleacher areas. GSA agrees that, upon the request of the Presidential Inaugural Committee (PIC), GSA and GSA's lessee shall permit the installation of PIC bleachers in the areas previously designated in connection with the Inauguration Parade pursuant to 36 CFR § 7.96; however, if PIC seeks the use of the area described in Part 1 of this Transfer Agreement for its bleachers, the NPS shall work in good faith to (1) amend its regulations at 36 CFR 7.96 to remove the PIC bleacher area at Part 1 and to substitute an alternative sidewalk area elsewhere that maintains substantially the same PIC bleacher seating volume in connection with the Inauguration Parade and (2) in the meantime, ensure that the PIC's bleacher is located there for only a reasonably minimal duration, so that access to the OPO, including vehicular access, is not unreasonably impaired; and

3. GSA shall retain the Benjamin Franklin Statue in its current location unless and until the Pennsylvania Avenue Plan is amended to change this location at which time relocation would be in accord with GSA Fine Arts Policy, and so long as the Statue is administered by GSA, GSA shall care for the Benjamin Franklin Statue through an ongoing maintenance program meeting the highest professional standards.

EFFECTIVE DATE: This Statement of Jurisdiction and Declaration of Covenants is effective on the date it is recorded by GSA in the land records of the District of Columbia.

RE-CONVEYANCE OF INTEREST TO GSA-SELECTED LESSEE: Following the Effective Date, GSA will provide that in any Ground Lease for the Old Post Office that includes the Triangle Property and the Trapezoidal Property, *that* GSA will retain sole responsibility for the Benjamin Franklin Statue, and *further that* GSA's lessee shall, upon the request of the Presidential Inaugural Committee, permit the installation of PIC bleachers in the areas previously designated in connection with the Inauguration Parade pursuant to 36 CFR § 7.96; however, if PIC seeks the use of the area described in Part 1 of this Transfer Agreement for its bleachers, the NPS shall work in good faith to (1) amend its regulations at 36 CFR 7.96 to remove the PIC bleacher area at Part 1 and to substitute an alternative sidewalk area elsewhere that maintains substantially the same PIC bleacher seating volume in connection with the Inauguration Parade and (2) in the meantime to ensure that the PIC's bleacher is located there for only a reasonably

minimal duration, so that access to the OPO, including vehicular access, is not unreasonably impaired.

IN WITNESS THEREOF, the Parties have caused this Document to be executed by their duly authorized representatives.

For the U.S. GENERAL SERVICES ADMINISTRATION:

(b) (6) [redacted]

Jan 16, 2014
Date

For the U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, NATIONAL CAPITAL REGION:

(b) (6) [redacted]

1-30-14
Date

DISTRICT OF COLUMBIA)

) ss:

CITY OF WASHINGTON)

On this 16 day of JANUARY, 2014, before me personally appeared DOROTHY ROBYN known personally (or satisfactorily proven) to me to be the PBS COMMISSIONER of the U.S. GENERAL SERVICES ADMINISTRATION, NATIONAL CAPITAL REGION, and that (s)he, in such capacity, being authorized so to do, executed the foregoing and annexed Statement of Jurisdiction, for the purposes therein contained on behalf of the United States of America.

(b) (6) [redacted]

Notary Public

JAN 16 2014

My commission expires

EDGAR F. DIRAIMO
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires December 14, 2017

EDGAR F. DIRAIMO
NOTARY PUBLIC
MY COMMISSION EXPIRES
12-14-2017
DISTRICT OF COLUMBIA

DISTRICT OF COLUMBIA)

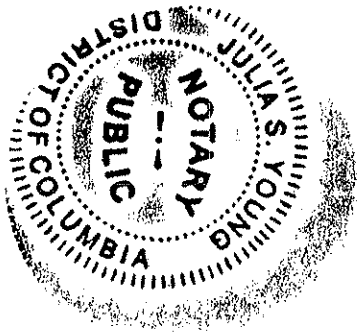
) ss:

CITY OF WASHINGTON)

On this 30th day of January, 2014, before me personally appeared Stephen E. Whitesell known personally (or satisfactorily proven) to me to be the Regional Director, NATIONAL PARK SERVICE, NATIONAL CAPITAL REGION, U.S. DEPARTMENT OF THE INTERIOR, and that he, in such capacity, being authorized so to do, executed the foregoing Statement of Jurisdiction, for the purposes therein contained on behalf of the United States of America.

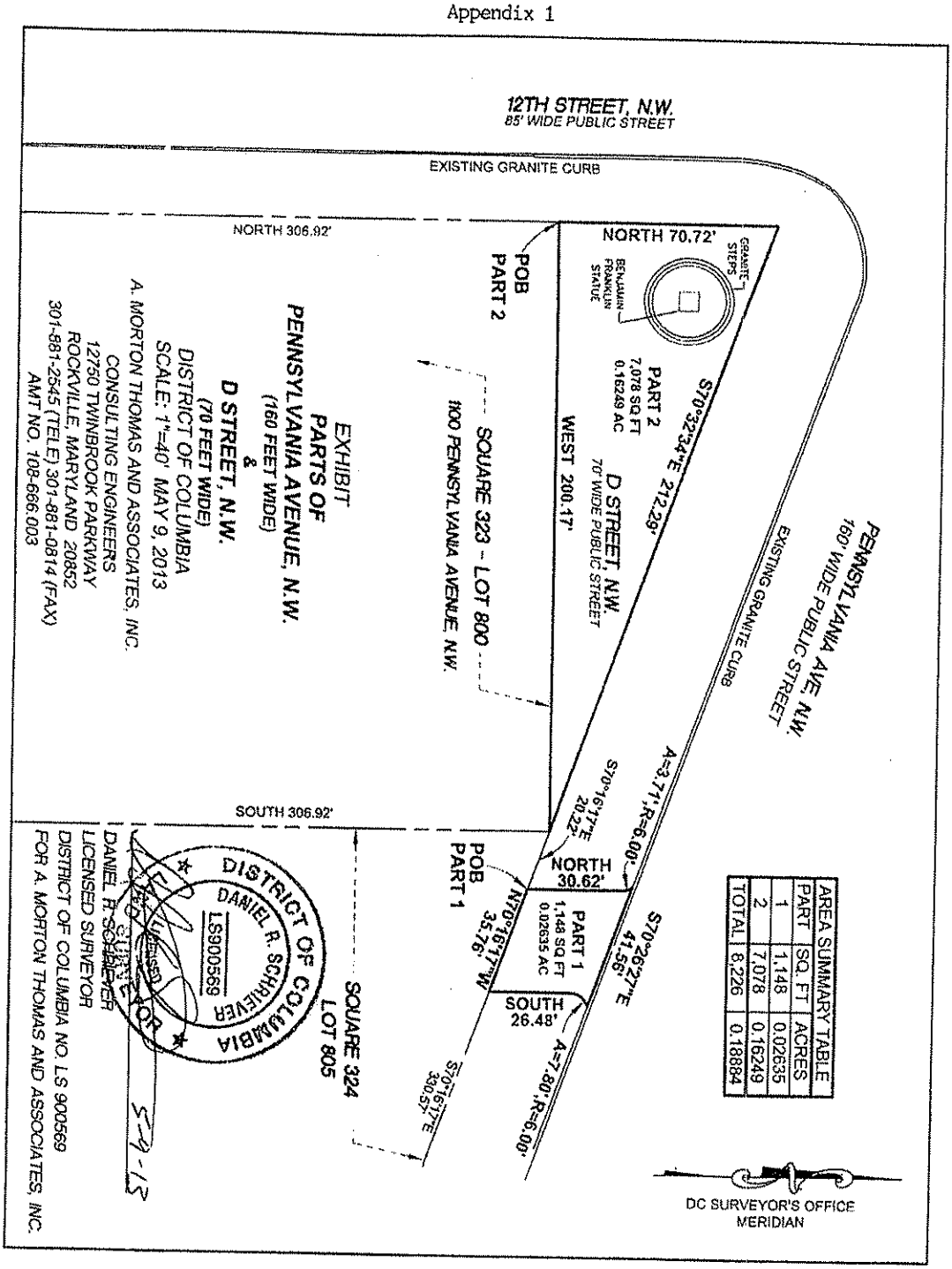
Notary Public (b) (6) [redacted]

My commission expires 5/31/2014



Julia S. Young
Notary Public
District of Columbia
My Commission Expires May 31, 2014

Appendix 1



AREA SUMMARY TABLE		
PART	SQ. FT	ACRES
1	1,148	0.02635
2	7,078	0.16249
TOTAL	8,226	0.18884

DESCRIPTION OF
PARTS OF
PENNSLYVANIA AVENUE, N.W.
(160 FEET WIDE)
&
D STREET, N.W.
(70 FEET WIDE)

DISTRICT OF COLUMBIA
MAY 9, 2013

Being two (2) strips or parcels of land hereinafter described as running in, through, over and across Pennsylvania Avenue, N.W. (160 feet wide) and D Street, N.W. (70 feet wide) in the District of Columbia; said land being under the jurisdiction of the National Park Service by virtue of Public Law 104-134, Section 313(d), and being depicted on National Park Service Map 840-82441 and on a drawing entitled "12th Street to 10th Street, Jurisdictional Maintenance Boundaries", sheet number 7 of 25, dated 02-26-1996, by the Pennsylvania Avenue Development Corporation; and being more particularly described in the bearing meridian of the District of Columbia Surveyor's Office as follows:

PART 1

Beginning at a point on the southerly line of Pennsylvania Avenue, N.W. (160 feet wide); said point being South 70° 16' 17" East, 20.22 feet from the northeast corner of Square 323; said corner also being the northeast corner of Assessment and Taxation (A&T) Lot 800 in Square 323 as shown on A&T Tracing 323 on file in the Records of the Office of the Surveyor of the District of Columbia; thence running in, through, over and across Pennsylvania Avenue, N.W. the following five (5) courses and distances

1) Due North, 30.62 feet to a point; thence

2) 3.71 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 35° 28' 06" and a chord bearing and distance of North 17° 44' 03" West, 3.66 feet to a point along the southerly back of curb of Pennsylvania Avenue, N.W.; thence running with and binding on said back of curb

3) South 70° 26' 27" East, 41.56 feet to a point; thence

4) 7.80 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 74° 26' 57" and a chord bearing and distance South 37° 13' 28" West, 7.26 feet to a point; thence

5) Due South, 26.48 feet to a point on the southerly line of said Pennsylvania Avenue, N.W. and the northerly line of Lot 805 in Square 324 as shown on

A&T Plat 3532-J on file in the said Records of the Office of the Surveyor; thence running with and binding on said lines

6) North 70° 16' 17" West, 35.76 feet to the Point of Beginning;

Containing an area of 1,148 Square Feet or 0.02635 of an acre of land, more or less.

PART 2

Beginning at a point at the intersection of the easterly line of 12th Street, N.W. (85 feet wide) and the southerly line of D Street, N.W. (70 feet wide); said point being the northwest corner of Square 323; said corner also being the northwest corner of said A&T Lot 800 in Square 323; thence running in, through, over and across D Street, N.W. the following two (2) courses and distances

1) Due North, 70.72 feet to a point; thence

2) South 70° 32' 34" East, 212.29 feet to a point at the northeast corner of Square 323; thence binding on and running with the north line of said Square 323

3) Due West, 200.17 feet to the Point of Beginning;

Containing an area of 7,078 square feet or 0.16249 of an acre of land, more or less.

Parts 1 and 2 containing a total area of 8,226 square feet or 0.18884 of an acre of land, more or less, are shown on the attached sketch and made a part of by this reference.

(b) (6) [redacted] 5-9-13

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

DISTRICT OF COLUMBIA
DANIEL R. SCHRIEVER
LS900569
LICENSED
LAND SURVEYOR

Doc #: 2014016889 Fees: $31.50
02/25/2014 10:19 AM Pages: 8
Filed and Recorded in Official Records of
WASH DC RECORDER OF DEEDS IDA WILLIAMS

RECORDING FEES	$25.00
SURCHARGE	$6.50