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September 20, 2016

Vikram Surya Chiruvolu
Adams Morgan for Reasonable Development
vikram.chiruvolu@gmail.com

Re: Transfer of the SunTrust Plaza

Dear Vikram,

You have asked me to provide a letter addressing the propriety of transferring the SunTrust Plaza to a developer, who would then build a private apartment building on areas of the Plaza now in public use.

Conclusion: The Plaza enjoys an easement for the benefit of the public. Construction of a proposed private apartment building would violate the public easement and could be enjoined as a trespass. Redevelopment would have to respect the easement and be restricted accordingly.

This letter is limited to a review of the documents provided from the 1977-78 dedication of the Plaza, discussions with participants in the negotiations, and the historical record as I currently understand it. The conclusions herein are based on facts and documents known to me at the time of writing.

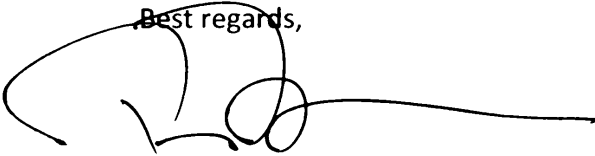
Transfer of the Plaza Would be Subject to a Public Easement: An easement is a non-possessory right to use the real property of another. A public easement is created when a landowner dedicates property for public use, and the public accepts the offered easement.

In 1978, an agreement was reached between the now defunct Perpetual Savings and Loan and the Adams Morgan Organization which created an "easement by dedication" for the Plaza portion of the parcel. The easement was memorialized in a series of letters at the time, and can be testified to by participants to the negotiations. The Plaza has been in public use under the terms of the easement continuously thereafter.

In 1991 Perpetual failed and the property containing the Plaza was sold to Crestar in a quitclaim deed at the nominal cost of ten dollars. Quitclaim deeds do not contain covenants of title, and serve to transfer only the interest in the property the grantor actually owns. Thus, the quitclaim transfer would be subject to the original easement.

Construction of the Proposed Building Would be Actionable as Trespass: Building on land where there is an existing easement would be considered a trespass on the easement and the basis for civil action. Injunctive relief would be available.

Thank you again for involving me in the very interesting pro bono review. Your confidence in my office is appreciated. This opinion may be disseminated at the client's discretion.

Best regards,

Paul Zuckerberg

PHZ/msw