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December 10, 2012

VIA HAND DELIVERY

Board of Zoning Adjustment
for the District of Columbia
441 4th Street, N.W., Suite 210S
Washington, D.C. 20001

Re: BZA Case Nos. 18167/17431- B - Two-Year Extension Request

Dear Members of the Board:

On behalf of King's Creek, LLC, the applicant in the above-referenced case, we hereby request that the Board of Zoning Adjustment ("Board" or "BZA") extend the validity of the Order in BZA Application Nos. 18167/17431-B for an additional two years, pursuant to § 3130.6 of the Zoning Regulations, until December 12, 2014. The existing BZA Order will expire on December 12, 2012. A check made payable to the D.C. Treasurer in the amount of \$936.00, which is 26% of the original filing fee as required by § 3180.1(f), is enclosed.

This extension is requested pursuant to § 3130.6 of the Board's rules, which allows the Board to grant a two year extension of the time periods set forth in § 3130.1 for good cause shown. As set forth below, there is good cause shown for this request.

I. Background

On May 2, 2006, the Board voted to approve Application No. 17431, filed pursuant to 11 DCMR § 3104.1 and § 3102.2, for a special exception to allow a building height of 50 feet in the Reed Cooke ("RC") Overlay under § 1403, a variance to permit an addition to a nonconforming structure under § 2001.3, a variance from the floor area ratio requirement of § 402, and a variance from the court requirements under § 406 to allow an addition to, and conversion of, an existing building for residential use in the RC/R-5-B District at premises 2329 and 2335 Champlain Street, N.W. (Square 2563, Lots 103 and 816). BZA Order No. 17431 approving the application was issued on November 28, 2006, and is attached as Tab A.

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 18167
EXHIBIT NO. 37

Board of Zoning Adjustment
District of Columbia
CASE NO. 18167
EXHIBIT NO. 37

On November 18, 2008, the Board voted to approve minor modifications to the approved plans and to extend the term of approval of Order No. 17431 for two years until December 2, 2010. This decision was set forth in BZA Order No. 17431-A, which was issued on December 2, 2008, and is attached as Tab B.

On February 15, 2011, the Board voted to approve modifications to the plans approved pursuant to BZA Order No. 17431, as modified by BZA Order No. 17431-A, and for a two year extension of time. The approved modifications included revising the building's footprint by decreasing the lot occupancy on the first and second floors, revising the exterior and interior building configuration and exterior façade treatments, increasing the number of residential units from 22 to 31, and providing 20 parking spaces. BZA Order No. 18167/17431-B approving the modifications, and extending the expiration date of Order No. 17431 until December 12, 2012, was issued on March 23, 2011, and is attached as Tab C.

II. The Applicant Meets the Standards for a BZA Extension

A. Compliance with Section 3130.6, et seq.

Pursuant to § 3130.6, the Board may grant one extension of the time periods in § 3130.1 for good cause shown upon the filing of a written request by the applicant before the expiration of the approval; provided, that the Board determines that the following requirements are met:

- (a) The extension request is served on all parties to the application by the applicant and all parties are allowed 30 days to respond;
- (b) There is no substantial change in any of the material facts upon which the Board based its original approval of the application that would undermine the Board's justification for approving the original application; and
- (c) The applicant demonstrates that there is good cause for such extension with substantial evidence of one or more of the following criteria:
 - (1) An inability to obtain sufficient project financing due to economic and market conditions beyond the applicant's reasonable control;
 - (2) An inability to secure all required governmental agency approvals by the expiration date of the Board's order because of delays that are beyond the applicant's reasonable control; or
 - (3) The existence of pending litigation or such other condition, circumstance, or factor beyond the applicant's reasonable control.

Here, the Applicant has met the requirements of § 3130.6 as set forth below.

1. Service of Extension Request on All Parties

In accordance with the Zoning Regulations, a copy of this extension request has been served on the parties listed in Tab D to this letter, who appeared and participated in the public hearing on the underlying application. They will have at least 30 days between the date of receiving a copy of this request and the Board's review of the application to respond to this request.

2. No Substantial Changes to the Approved Project

In requesting this extension of the Order, the Applicant's plans for development of the property have not changed from what was approved by the Board in its Order dated March 23, 2011. There have been no changes to the zone district classification or to the Comprehensive Plan applicable to the Property since the issuance of the Board's Order.

3. Good Cause for Extension Request

Despite diligent efforts, the Applicant has been unable to secure all of the required government agency approvals by the expiration date of the Board's Order because of delays that are beyond the Applicant's reasonable control. As set forth in detail in the affidavit attached hereto as Tab E, the Applicant has been diligent in moving forward with the permitting for the property. However, the Applicant has not yet been able to secure all the required permits from the District of Columbia, specifically the District Department of Environment ("DDOE"), necessary to move forward with the development of the property. As described in detail in the attached affidavit and supporting exhibits, the property has experienced environmental issues, caused by a neighboring property, including petroleum contamination of the underground storage system. BP Products of North America, Inc. ("BP") has been named the responsible party for the release of the petroleum and has been working with the DDOE on remediation and clean-up efforts. The Applicant has been diligent in working together with DDOE, BP, and Groundwater Environmental Services ("GES") on behalf of BP, to remedy and mitigate the environmental issues. However, DDOE has not yet issued either a conditional No Further Action Letter or a conditional Case Closure Letter, which are necessary to move forward with the building permit application.

In addition to seeking permits, the Applicant has also engaged C.B. Richard Ellis ("CBRE"), a leading global real estate agency with extensive experience in the Washington, D.C. real estate market, to market the property to potential third-party purchasers. CBRE has made substantial efforts to market the property and has identified numerous interested third-party purchasers. In September 2011, the Applicant entered into a Letter of Intent with a third-party purchaser. In January of 2012, the Applicant executed an agreement to sell the property to the third-party purchaser. The purchaser was prepared to begin construction on the property in January 2013. However, on June 28, 2012, due to the delay in receiving the required permit

approval from the DDOE, the purchaser elected to terminate the contract pursuant to a sixty-day study period in which the purchaser had a right to assess the environmental condition of the property. Thereafter, the Applicant engaged in negotiations with other interested purchasers. As a result, four prospective purchasers have submitted Letters of Intent indicating their willingness to purchase the property. The Applicant has the ability to enter into contract with one of the prospective purchasers, but is waiting for the DDOE to approve the necessary permit to enable the purchaser to begin construction upon execution of the contract. The Applicant has continued its extensive efforts to receive either a conditional No Further Action Letter or a conditional Case Closure Letter from the DDOE and granting the requested extension will provide sufficient time for the Applicant to secure the approval necessary to move forward with the third party purchaser to develop the property.

4. Compliance with Other Applicable Provisions

The Zoning Regulations further provide in § 3130.7 that a time extension granted pursuant to § 3130.6 shall not exceed two years, or one year for an Electronic Equipment Facility. The requested extension is for a period of two years, the same as that given for the original approval and the first extension.

B. Waiver Requests

The Applicant seeks a waiver of § 3130.9 of the Zoning Regulations which states that a request for a time extension filed at least thirty days prior to the date of the order's expiration date tolls the order's expiration. The Applicant is also seeking a waiver of the provision in §3130.6 that only one extension can be granted. Subsection 3100.5 provides:

Sections §§ 3100 through 3105, 3121.5 and 3125.4, the Board may, for good cause shown, waive any of the provisions of this chapter if, in the judgment of the Board, the waiver will not prejudice the rights of any party and is not otherwise permitted by law.

Sections §§ 3100 through 3105, 3121.5 and 3125.4 do not apply to extension requests. Therefore, the Board is authorized pursuant to 11 DCMR § 3100.5 to waive the 30-day provision and toll the expiration date of the Order to consider this request,¹ and to grant a second request for a two-year extension.²

¹ The BZA has approved the waiver of the 30-day filing requirement under § 3130.9 for good cause shown in numerous cases. *See, e.g.*, BZA Order Nos. 18064-A, 17679-A, and 17676-B.

² The BZA has approved the request for a second extension of time for good cause shown in numerous cases. *See, e.g.*, BZA Order Nos. 17696-B, 17809-B, and 17753-C.

1. Timing of Request for Extension

The Applicant seeks a waiver of § 3130.9 of the Zoning Regulations to permit the BZA to accept the Applicant's request for a time extension, filed less than thirty days prior to the Order's expiration date of December 12, 2012, and to toll the Order's expiration. The Applicant believed that it would receive the necessary conditional No Further Action Letter or conditional Case Closure Letter from DDOE prior to the expiration date of the Order, which would have enabled the Applicant to file plans for the approved project with the Department of Consumer and Regulatory Affairs prior to December 12, 2012. Upon realization that it would not receive the necessary DDOE letter prior to the expiration date, the Applicant assembled the supporting materials, prepared and submitted this extension request. The waiver of the thirty day provision does not prejudice the District or the parties to the original application since they have thirty days to respond before the Board considers the merits of this request for an extension.

2. Second Request for an Extension

The Applicant is also seeking a waiver of the provision in §3130.6 that only one extension can be granted. As stated in the attached affidavit, the Applicant has been unable to secure either the conditional No Further Action Letter or conditional Case Closure Letter from DDOE necessary to move forward with the building permit application by the expiration date of the Board's Order because of delays that are beyond the Applicant's control. The Applicant has invested substantial resources in the project and additional time will enable the project to move forward. The Applicant is not benefitted in any way by delaying development of the property. There would be no benefit to the District, the neighborhood or the Applicant to depriving the Applicant of additional time to develop the project. Moreover, granting the waiver would be in the interest of administrative efficiency for the BZA and the community. We believe that the facts herein provide a sufficient basis under §§3100.5 and 3130.6, et seq., for the Board to grant the requested extension and we respectfully request that the Board approve this application.

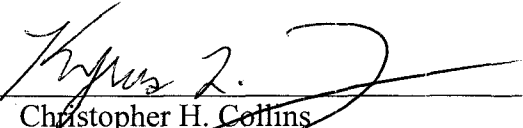
III. Conclusion

In light of this demonstration of good cause and for the reasons stated herein, the applicant respectfully requests that the Board approve a two-year extension of the approved project, such that the validity of the order is extended until December 12, 2014.

Respectfully submitted,

HOLLAND & KNIGHT LLP

By:


Christopher H. Collins
Kyrus L. Freeman

Attachments

cc: Maxine Brown-Roberts, Office of Planning (via Email)
Advisory Neighborhood Commission 1C (via U.S. Mail)

KINGS CREEK, LLC
8756 LEWINSVILLE ROAD
MCLEAN, VA 22102

ALLIANCE BANK CORPORATION
FAIRFAX, VA 22033
68-888/560

1245

12/6/2012

PAY TO THE
ORDER OF

DC Treasurer

\$ **936.00

Nine Hundred Thirty-Six and 00/100*****

DOLLARS 

DC Treasurer
1101 4th Street, SW
Suite W270
Washington, DC 20024

Karen Smith

MEMO

CHECK 18167

A

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Board of Zoning Adjustment



Application No. 17431 of King's Creek, L.L.C., pursuant to 11 DCMR § 3104.1 and 3103.2, for a special exception to allow a building height of 50 feet in the Reed Cooke Overlay, under § 1403, and a variance to permit an addition to a nonconforming structure under subsection 2001.3, a variance from the floor area ratio requirements of § 402, and a variance from the court requirements under § 406, to allow an addition to, and conversion of, an existing building, for residential use in the RC/R-5-B district at premises 2329 and 2335 Champlain Street, N.W. (Square 2563, Lots 103 and 816).

HEARING DATE: February 28, 2006 and March 14, 2006
DECISION DATES: May 2, 2006

DECISION AND ORDER

This application was submitted by King's Creek, L.L.C., ("Applicant"), the owner of the property that is the subject of this application ("subject property"). The self-certified application requested a special exception and several variances in order to permit the adaptive reuse of an existing commercial building for residential purposes.

The Board held a public hearing on the application on February 28, 2006, which was continued to, and completed on, March 14, 2006. At the close of the hearing, the Board set a decision date of May 2, 2006. At the decision meeting, the Board voted 3-2-0 to approve the application.

PRELIMINARY MATTERS

Notice of Application and Notice of Hearing. By memoranda dated September 13, 2005, the Office of Zoning ("OZ") gave notice of the filing of the application to the D.C. Office of Planning ("OP"), the D.C. Department of Transportation ("DDOT"), Advisory Neighborhood Commission ("ANC") 1C, the ANC within which the subject property is located, the Single Member District member for 1C07, and the Council Member for Ward 1. Pursuant to 11 DCMR § 3113.13, OZ published notice of the hearing date in the *D.C. Register* and mailed notice of the hearing to the Applicant, ANC 1C, and all owners of property within 200 feet of the subject property.

Requests for Party Status. There were five requests for opposition party status, including one from the Reed-Cooke Neighborhood Association, but only one was granted by the Board. Opposition party status was granted to Mr. John W. Holmes, who is part-owner

FINDINGS OF FACT

Background

1. The subject property is comprised of two lots, 103 and 816, in Square 2561, at address 2329 and 2335 Champlain Street, N.W. It is located within an R-5-B zone district and within the Reed-Cooke Overlay District.
2. The subject property fronts on Champlain Street and is bounded in the rear by a 15-foot wide public alley.
3. Champlain Street is 50 feet wide at this location.
4. Lot 103 of the subject property is improved with a two-story granite building built in 1924 and used in the past as office space, a warehouse, a garage and auto showroom, and most recently, as a retail establishment. The building is now vacant.
5. The two-story existing building is not a designated landmark or located within an historic district, but it is architecturally unique. It is an attractive building with an unusual stone façade and is prized by the neighborhood.
6. The Applicant was informed by several members of the community that if he attempted to raze the building, they would petition to have it designated an historic landmark by the District of Columbia government.
7. Lot 816 of the subject property is improved with a much smaller two-story building which is attached to the side of the building on Lot 103. This smaller two-story building is also vacant and had also been used in the past for commercial uses.
8. The subject property was located in a C-M-2 (Commercial-Manufacturing) zone district until 1987 when the Reed-Cooke Overlay was adopted and the zoning was changed to RC\R-5-B. Therefore, prior to 1987, the commercial uses in the buildings were permitted as a matter-of-right, but after 1987, they became non-conforming uses.
9. The lot occupancy of the Lot 103 building is approximately 97%, and the combined lot occupancies of the buildings on Lots 103 and 816 is currently 92.8%, both significantly more than the 60% permitted in the R-5-B zone district, but less than the 100% permitted in the former C-M-2 district. *See*, 11 DCMR §§ 403.2 and 842 & 843 (no side yard or rear yard at grade required in a C-M district.)
10. The FAR of the building on Lot 103 is currently 1.9, slightly more than the 1.8 permitted in the R-5-B district, but less than the 4.0 permitted in the former C-M-2 district. *See*, 11 DCMR §§ 402.4 and 841.1.

19. The R-5-B zone requires an open court width of 4 inches per foot of height of the court, thus requiring a court width of 20 feet. The project is providing a court of only 16 feet wide, necessitating that the Applicant request a court-width variance. See, 11 DCMR § 406.1.

Variance Relief Under § 3103

Extraordinary situation or condition

20. The subject property is covered by a commercial/warehouse-type structure. The property has valid certificates of occupancy for retail use on the first floor and office use on the second floor, both of which would be permitted only as non-conforming uses in this R-5-B zone.
21. The Applicant has tried to lease the building for these uses, but has been unable to find lessors because the property and its surroundings are all now zoned residentially.
22. With the current R-5-B zone designation, few non-residential uses are permitted in the area and the building on the subject property, constructed and designed, as it was, for commercial/industrial uses, has become outmoded.
23. The building has, in the last few years, become destabilized due to vibrations caused by construction in the area. The Applicant has spent a considerable amount of time, effort, and money to stabilize the crumbling façade and solid granite perimeter walls, including rebuilding deep foundation walls.
24. Efforts to stabilize the building have been complicated and expenses increased by the discovery, during the digging and rebuilding of the foundation walls, of petrochemical soil contamination, which had apparently leaked from the underground storage tanks of a former gas station located to the north of the subject property.
25. At the time of the hearing, approximately 8,000 tons of soil had been removed from the property and remediation was not yet complete.
26. Foundation stabilization and soil remediation, at the time of the hearing, had cost the Applicant approximately \$4.4 million.
27. The open court provided by the project is bounded by property lines to the north and east and by building walls to the south and west, with an opening out to the rear alley.

No Substantial Detriment

40. This area was previously zoned C-M-2, and many of the buildings in the area have lot occupancies significantly in excess of 60%.
41. The building just to the south of the subject property is 50 feet tall and the building across Champlain Street from the subject property is 55 feet tall. Both these buildings obtained zoning relief to reach these heights.
42. Directly behind the subject property, across the alley, are several lots zoned R-5-B, but not within the Reed-Cooke Overlay. They can therefore be built to a matter-of-right height of 50 feet. *See*, 11 DCMR § 400.1.
43. The two new floors proposed by the Applicant will be set back from the front parapet line, reducing the massing of the building and allowing additional light to reach the street.
44. Retention of the existing structure preserves an architecturally unique building that is valued by many members of the community.
45. Converting the building from past commercial uses to residential use is consistent with the Zone Plan and the purposes of the Reed-Cooke Overlay.
46. The proposed project is providing ample and unobtrusive underground parking and will have little or no impact on traffic and parking in the neighborhood.

Special Exception Relief Under §§ 1403 and 3104

47. The Applicant's project will be 50 feet high with a 10-foot high rooftop penthouse structure, resulting in a 60-foot building, only 1.5 feet higher than a matter-of-right 40-foot building with a matter-of-right 18.5-foot rooftop penthouse. *See*, 11 DCMR §§ 400.1 and 400.7(c).
48. The residential use at the size, intensity, and location proposed furthers the specific goal of the Reed-Cooke Overlay to "provide for the development of new housing." *See*, 11 DCMR § 1400.2(a)(1).
49. Vehicular access to the proposed project will be from the 15-foot-wide public alley at the rear of the property, therefore, no curb cut on Champlain Street will be used and there will be no conflict with pedestrian ways.
50. A below-grade parking garage with sufficient parking will be provided, mitigating any potential impact on street parking in the neighborhood.

The subject building was constructed as an auto repair garage in 1924, before the enactment of the Zoning Regulations. The property was eventually zoned C-M-2, and the building continued to be viable as a commercial structure. In 1987, the zoning was changed to RC/R-5-B, and the surrounding neighborhood has become mostly residential. The building, as it currently exists however, is unsuited to residential uses. It is a 2-story, warehouse-type structure with thick granite walls, and wide, showroom-style windows and garage openings on the first floor. Both certificates of occupancy extant for the building are for non-residential uses, which would be, at best, non-expandable nonconforming uses. As a commercial structure, the building is now obsolete. However, the structure may be renovated for modern-day residential use in a manner that preserves its distinctive architectural features. Therefore, the Board concludes that the nature of the building and its existence on the lot constitute an exceptional circumstance which the Applicant must contend with and which meets the first prong of the variance test.

The Applicant's practical difficulties with its project, as well as its need for extra height, arise out of the building itself. While the Board recognizes that the Applicant is not currently forced to retain the building due to historic preservation, or other constraints, the Board also recognizes that the Applicant is likely to encounter opposition should he attempt to raze it. The Board notes that individuals in the neighborhood have stated an intent to file an application to have the building designated an historic landmark if the Applicant attempts to demolish it. The filing of such an application would prevent its destruction while the application is pending, and, if designated, permanently thereafter. See D.C. Official Code § 6-1102 (c)(1) (2001).

Moreover, the Board does not see the wisdom in potentially forcing the Applicant to raze an attractive and historically-interesting building, which may well be worth designating a landmark, merely because if it does so, new construction *may* not require zoning relief. This is entirely different from the situation where an applicant seeks a variance to undertake alteration that would cost less than matter of right renovations. Cf. *Barbour v. District of Columbia Board of Zoning Adjustment*, 358 A.2d 326, 327 (D.C. 1976) (BZA denial of variance affirmed because applicant failed to demonstrate "that added expense and inconvenience inherent in the alternative methods of expansion are unnecessarily burdensome or rise to the level of 'peculiar and exceptional practical difficulties'").

The Board agrees with the Applicant that retaining the building will cause extra expense in cutting and supporting windows in the thick granite walls. Windows are necessary for residential units. The building as is, or with one additional floor, would still be surrounded by taller buildings on two, and potentially three, sides. Complicating matters still further is the unexpected discovery of the soil contamination and the expense of foundation stabilization and soil remediation. With these costs added to the cost of

uses of the building, the Applicant is providing 21 parking spaces, 10 more than the 11 that would be required by the Zoning Regulations. *See*, 11 DCMR § 2101.1. All the parking spaces will be in an unobtrusive underground garage and will be accessed by an entrance from the alley behind the building. There will be no curb cuts on Champlain Street to access the garage and therefore no interference with pedestrian ways along the street. The parking garage access and design is safe and efficient and the introduction of 22 new residential units into the neighborhood will not create any dangerous or objectionable traffic conditions.

Both sections 1403 and 3104.1 are concerned with noise impacts and general detriment to the health, safety, convenience, and welfare of nearby residents and visitors. The Applicant's project will have no significant noise impacts on the neighborhood and will not affect adversely the use of neighboring property. The project's residential nature is also in harmony with the intent and purpose of the Zoning Regulations and Map, and certainly more so than any continuation of the previous nonconforming uses would be.

Great Weight

The Board is required to give "great weight" to issues and concerns raised by the affected ANC and to the recommendations of the Office of Planning. D.C. Official Code §§ 1-309.10(d) and 6-623.04 (2001). Great weight means acknowledgement of the issues and concerns of these two entities and an explanation of why the Board did or did not find their views persuasive.

The Office of Planning recommended approval of the court width variance, but recommended denial of the FAR and addition to nonconforming structure variances. OP also did not support granting the special exception to permit extra height. The Board agrees with OP insofar as the court width variance, but disagrees with OP as to the other relief requested. OP's report indicates that at least part of its rationale for not supporting the FAR and addition to nonconforming structure variances was because the Applicant has the option to raze the building and, at the time, no documentation had been produced to support the Applicant's claimed costs of foundation stabilization and soil remediation. As explained earlier, the Board finds that there would be practical difficulties associated with razing the building as well as a detrimental impact to the public from the loss of this architecturally valued structure. As to the costs claimed by the Applicant, the Board is now satisfied that they have been documented and that they add to the Applicant's unique situation and practical difficulties in abiding by the Zoning Regulations.

With regard to the special exception for the height, OP was of the opinion that the 40-foot height allowed by the R-5-B zone district was sufficient and that no more height was necessary. The Applicant, however, explained that the extra height was necessary to financially support the project and to make the building more harmonious with neighboring buildings. Part of this explanation is based on the evidence of costs of

REGULATORY AFFAIRS FOR THE PURPOSES OF SECURING A BUILDING PERMIT.

PURSUANT TO 11 DCMR § 3125 APPROVAL OF AN APPLICATION SHALL INCLUDE APPROVAL OF THE PLANS SUBMITTED WITH THE APPLICATION FOR THE CONSTRUCTION OF A BUILDING OR STRUCTURE (OR ADDITION THERETO) OR THE RENOVATION OR ALTERATION OF AN EXISTING BUILDING OR STRUCTURE, UNLESS THE BOARD ORDERS OTHERWISE. AN APPLICANT SHALL CARRY OUT THE CONSTRUCTION, RENOVATION, OR ALTERATION ONLY IN ACCORDANCE WITH THE PLANS APPROVED BY THE BOARD.

IN ACCORDANCE WITH THE D.C. HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE §§ 2-1401.01 ET SEQ. (ACT), THE DISTRICT OF COLUMBIA DOES NOT DISCRIMINATE ON THE BASIS OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. SEXUAL HARASSMENT IS A FORM OF SEX DISCRIMINATION WHICH IS PROHIBITED BY THE ACT. IN ADDITION, HARASSMENT BASED ON ANY OF THE ABOVE PROTECTED CATEGORIES IS PROHIBITED BY THE ACT. DISCRIMINATION IN VIOLATION OF THE ACT WILL NOT BE TOLERATED. VIOLATORS WILL BE SUBJECT TO DISCIPLINARY ACTION.

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PAGE NO. 2

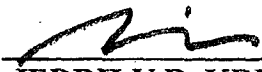
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ATTESTED BY:



JERRILY R. KRESS, FAIA
Director, Office of Zoning 

TWR

B

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Board of Zoning Adjustment



Application No. 17431-A of King's Creek, L.L.C., pursuant to 11 DCMR § 3104.1 and 3103.2, for a special exception to allow a building height of 50 feet in the Reed Cooke Overlay, under § 1403, and a variance to permit an addition to a nonconforming structure under subsection 2001.3, a variance from the floor area ratio requirements of § 402, and a variance from the court requirements under § 406, to allow an addition to, and conversion of, an existing building, for residential use in the RC/R-5-B district at premises 2329 and 2335 Champlain Street, N.W. (Square 2563, Lots 103 and 816).

HEARING DATE: February 28, 2006 and March 14, 2006

DECISION DATES: May 2, 2006

**DECISION ON MOTION FOR
MINOR MODIFICATION:** November 18, 2008

**ORDER GRANTING MODIFICATION OF APPROVED PLANS
AND EXTENSION OF ORDER IN APPLICATION NO. 17431**

Request for modification of approved plans

On October 31, 2008, the Applicant submitted a letter with the accompanying filing fee requesting a modification to the plans approved in BZA Application No. 17431. Copies of the letter were simultaneously served on the Office of Planning, Advisory Neighborhood Commission 1C, and John Holmes, a party in opposition during the original proceedings. The original Board approval (Application No. 17706) was for a special exception and several variances to permit the adaptive reuse of an existing commercial building for residential purposes, and was granted on November 28, 2006. Under § 3130 of the Zoning Regulations, the Order granting approval was to expire on or about November 28, 2008.

The Applicant also requested that the Board waive the rule under § 3129.3 requiring requests for modification to be filed not later than six (6) months after the date of the final order approving the application. The Applicant contended that since the time of approval, the District's residential real estate market had experienced a severe downturn. As a result, in July 2008, Mr. Kostelac, builder/manager of King's Creek LLC (the original Applicant), signed over the Partnership to the lender, Gourley & Gourley LLC Private Banking. The lender (the current

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The ANC's request for a postponement

Advisory Neighborhood Commission ("ANC") IC submitted a letter dated November 12, 2008, (Exhibit 58) to the Board requesting it to postpone the consideration of this motion. The ANC explained in its letter that, while it had met on November 5, 2008 with a quorum present, the ANC needed "sufficient time to allow notice and review by members of the community at large, and to allow full consideration by vote of any proposed alterations, or changes...at the next general session meeting of ANC IC on December 3, 2008". (Exhibit 58). No one appeared on behalf of the ANC at the Board's Decision Meeting¹ on November 17, 2008. However, the Applicant appeared and explained that a time delay in the Board's decision would create an undue financial hardship and effect the viability of the project. The Applicant also explained that the latest revisions to the rooftop terrace were submitted to the Board in direct response to the wishes of the ANC, as expressed to the Applicant at an ANC meeting. After due consideration of the ANC's request, the Board denied the request for postponement, finding that the ANC had not established good cause to postpone and that the Applicant would be prejudiced by a delay. The Board also noted that the ANC had supported the original application.

The request to modify the plans is granted

The Board finds the requested modifications are minor in nature and do not change the material facts that the Board relied upon in approving the application. No additional zoning relief is needed as a result of these minor modifications. The reconfigurations do not affect the exterior design of the building as viewed from street level, nor do they increase the footprint of the building. They do not increase the BZA approved FAR, lot occupancy, building height or any other zoning requirement and do not impact the number of units nor that of the parking spaces provided in the building. (See, OP Supplemental Report, Exhibit 57). The modification request is a direct result of the conversion of the project from a condominium regime to a rental building. Furthermore, the Board agrees with the Applicant that no sacrifices have been made to the aesthetics or quality of the project neither with these requested changes nor with the conversion from a condominium regime to a rental apartment building.

Extension of Order in Application No. 17431

Finally, the Board notes that the original approval will expire on or about November 28, 2006. Although the request for a modification did not expressly request an extension of time, the Board finds that such a request was implicit. As to the merits, the same change in economic climate that led to the modification of the approved plans also justifies the grant of additional time to

¹ The Board's Rules provide that modification requests shall be decided based upon the papers. Thus, no hearing is required. 11 DCMR 3129.5

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SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. SEXUAL HARASSMENT IS A FORM OF SEX DISCRIMINATION WHICH IS ALSO PROHIBITED BY THE ACT. IN ADDITION, HARASSMENT BASED ON ANY OF THE ABOVE PROTECTED CATEGORIES IS ALSO PROHIBITED BY THE ACT. DISCRIMINATION IN VIOLATION OF THE ACT WILL NOT BE TOLERATED. VIOLATORS WILL BE SUBJECT TO DISCIPLINARY ACTION. THE FAILURE OR REFUSAL OF THE APPLICANT TO COMPLY SHALL FURNISH GROUNDS FOR THE DENIAL OR, IF ISSUED, REVOCATION OF ANY BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY ISSUED PURSUANT TO THIS ORDER. SG

BZA APPLICATION NO. 17431-A
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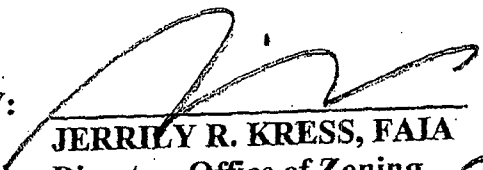
Harriot Tregoning, Director
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Office of the Attorney General
441 4th Street, N.W., 6th Floor
Washington, D.C. 20001

rsn

ATTESTED BY:


JERRILY R. KRESS, FAIA
Director, Office of Zoning 

C

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Board of Zoning Adjustment



Application Nos. 18167 / 17431-B of King's Creek, LLC, pursuant to 11 DCMR § 3129.7, for interior and exterior modifications to plans approved by BZA Order Nos. 17431 and 17431-A and an increase in the number of dwelling units from 22 to 31, and for an extension of BZA Order No. 17431, pursuant to 11 DCMR § 3130.6, to allow an addition to and conversion of an existing building for residential use in the RC/R-5-B District at premises 2329 and 2335 Champlain Street, N.W. (Square 2263, Lots 103 and 816).¹

HEARING DATES (Orig. Application): February 28 and March 14, 2006

DECISION DATE (Orig. Application): May 2, 2006

**DECISION ON MINOR MODIFICATION
AND EXTENSION OF ORDER 17431:** November 18, 2008

ORDER 17431-A ISSUANCE DATE: December 2, 2008

**HEARING DATE ON MOTION TO APPROVE
MODIFICATIONS AND EXTEND ORDER:** February 15, 2011

**DECISION DATE ON MOTION TO APPROVE
MODIFICATIONS AND EXTEND ORDER:** February 15, 2011

SUMMARY ORDER

Background

On May 2, 2006, the Board of Zoning Adjustment ("Board" or "BZA") voted to approve

¹ The revised caption reflects the Applicant's request, made at the public hearing on February 15, 2011, to retroactively amend the application to add a request for an extension of BZA Order No. 17431 pursuant to 11 DCMR § 3130.6. Pursuant to § 3100.5, the Board waived its notice requirements and allowed the Applicant to amend the application to seek approval of an extension of the original order as well as modification of approved plans as those plans were modified by Order No. 17431-A. As explained later in this order, the filing of a request to modify an order does not toll the time remaining to vest the original order, nor does the issuance of a modification order extend that time.

BZA APPLICATION NOS. 18167 / 17431-B
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Application No. 17431, filed pursuant to 11 DCMR § 3104.1 and § 3103.2, for a special exception to allow a building height of 50 feet in the Reed Cooke ("RC") Overlay under § 1403, a variance to permit an addition to a nonconforming structure under § 2001.3, a variance from the floor area ratio requirement of § 402, and a variance from the court requirements under § 406 to allow an addition to, and conversion of, an existing building for residential use in the RC/R-5-B District at premises 2329 and 2335 Champlain Street, N.W. (Square 2563, Lots 103 and 816). BZA Order No. 17431 approving the application was issued on November 28, 2006. (Exhibit 9.)

On November 18, 2008, the Board voted to approve minor modifications to the approved plans and to extend the term of approval of Order No. 17431 for two years. This decision was set forth in BZA Order No. 17431-A, which was issued on December 2, 2008. (Exhibit 10.)

On November 30, 2010, the Applicant filed the current application, pursuant to 11 DCMR § 3129.7, requesting approval to modify the plans approved pursuant to BZA Order No. 17431 and as modified by BZA Order No. 17431-A. (Exhibit 1.) The Applicant's proposed modifications include revising the building's footprint, which decreases the lot occupancy from 92.80% to 88.22% on the first and second floors; revising the interior layout and exterior design of the building to simplify and rationalize the interior building configuration and exterior façade treatments; increasing the number of residential units from 22 to 31; and, although no parking is required for the project, providing 20 parking spaces, which is a reduction of one space from the 21 spaces in the plans previously approved by the Board.

MODIFICATION REQUEST

The Board provided proper and timely notice of the public hearing on this application by publication in the *D.C. Register*, and by mail to Advisory Neighborhood Commission ("ANC") 1C, and to owners of property within 200 feet of the property. The site of this application is located within the boundaries of ANC 1C, which is automatically a party to this application. The ANC submitted a letter, dated January 28, 2011, indicating that after due review at the ANC's February 2, 2011 meeting, ANC 1C took no action on this application. (Exhibit 30.) The Office of Planning ("OP") submitted a timely report indicating that it supports the proposed modifications. (Exhibit 27.) A letter of support was also submitted by the Councilmember for Ward 1, the Ward in which the project is located. (Exhibit 28.)

As directed by 11 DCMR § 3119.2, the Board has required the Applicant to satisfy the burden of proving the elements that are necessary to establish the case for modifications of approved plans. Section 3129.6 of the Zoning Regulations authorizes the Board to grant, without a hearing, requests for minor modifications of approved plans that do not change the material facts upon which the Board based its original approval of the application. (11 DCMR § 3129.6.) Other modifications, such as that being requested by the Applicant, may be requested at any time per § 3129.7,² but these require that a hearing be held. The scope of a hearing conducted on a

² In contrast, a two-year time limit exists for filing minor modifications to plans, which runs concurrently with the two-year period to file such plans. Because § 3127.7 authorizes the Board to hear other modification requests that

BZA APPLICATION NOS. 18167 / 17431-B
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request for a non-minor modification is "limited to the impact of the modification on the subject of the original application, and shall not permit the Board to revisit its original decision." (11 DCMR § 3129.8.)

Based upon the record before the Board and having given great weight to the OP report³ filed in this case, the Board concludes that the Applicant has met the burden of proof under 11 DCMR § 3104, specifically that approval of the proposed modifications will be in harmony with the general purpose and intent of the Zoning Regulations and Zoning Maps and will not tend to affect adversely, the use of neighboring property in accordance with the Zoning Regulations and Zoning Maps.

No requests for party status were received. Accordingly, a decision by the Board to grant this application would not be adverse to any party.

REQUEST FOR EXTENSION TO FILE FOR A BUILDING PERMIT

Preliminary Matter

Subsection § 3130.1 of the Board's Rules of Practice and Procedure provides in part that "no order authorizing the erection or alteration of a structure shall be valid for a period longer than two (2) years ... unless, within such period, the plans for the erection or alteration are filed for the purposes of securing a building permit." The original two-year period for the Applicant to file such plans was extended by Order No. 17431-A until December 10, 2010.

The Applicant did not file a request for a time extension prior to that date, but did file a request to modify the plans approved in Order No. 17431 and modified in Order No. 17431-A. The Applicant believed that the filing of the modification request tolled the expiration of the two-year period and that the grant of the modification would automatically extend that period by another two years. Prior to the hearing on this application, the Board stated its disagreement with the Applicant's position, but granted the Applicant's request to amend its application *nunc pro tunc* to include a request for a time extension and to waive the requirement of § 3130.6 (a) that such a request be served on all parties and that the parties be allowed 30 days to respond.

By way of explanation, during the year 2008, as a result of the sharp economic downturn, the Board received several requests to extend the time for filing plans. Because the Board's rules did not expressly authorize the grant of such extensions, the Board used its general waiver authority to allow for orders to remain valid beyond the two-year period. OP, in a report dated

may be needed long after the original approval has vested, such requests for an increase to enrollment or the construction of an addition to an already approved and vested special exception, no time limit was established to file such request. Obviously if an order's validity has expired, such a modification cannot be sought.

³ As to the affected ANC, since it took no position, there was nothing to which to give great weight.

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December 22, 2008, petitioned the Zoning Commission ("Commission") for a text amendment to expressly authorize the Board to grant such extensions.

The Commission, after hearing and public comment, issued Zoning Commission Order No. 09-01 to "codify[] the Board's inherent authority to grant a time extension to allow more time to file ... plans and establish[] the standards to be utilized." The Commission added new provisions to § 3130 based upon §§ 2408.9 and 2408.10, which set forth the procedures and criteria for obtaining time extensions for Planned Unit Developments ("PUD"). However, unlike the PUD rules, the Board is only authorized to grant a single extension, § 3130.6, of not more than two years, § 3130.9. Although § 3130.10 tolls an order's expiration if a request is filed at least 30 days prior to the expiration date, § 3130.10 prohibits the issuance of a building permit after expiration unless and until the request is granted. The Commission also established a fee for the filing of such requests.

The Board does not believe that the Commission intended for these prerequisites to a time extension to be avoided by the filing of a modification request. This conclusion is buttressed by the fact that the PUD process, upon which the new rules were based, does not treat modification requests as negating the need to request time extensions. *See, e.g., Zoning Commission Order No. 06-45A, Minor Modification and Time Extension of Approved Planned Unit Development for Consolidated PUD and Related Map Amendment*, 57 DCR 2824 (2010); *Zoning Commission Order No. 06-34A, Extension and Modification to Approved Consolidated Planned Unit Development*, 56 DCR 6557 (2009). Thus, the Board itself has recognized that "approval of a minor modification, pursuant to Section 3129, does not alter the term limit." *Application No. 17474-B of ASR Group, Inc., by Metro Properties, Inc.*, 56 DCR 9010, 9012 (2009). The same would be true for modifications for which a hearing is required by § 3129.7, as is the case here.

The Applicant cited no Board rule in support of its proposition that a granted modification inherently includes a time extension, but pointed to past Board practice, particularly *Application No. 18144 of National Indian Gaming Association*, 57 DCR 11995 (2010). That order contains no explicit grant of a time extension. However, because the modification application also sought additional zoning relief the order included the following boilerplate language at its end:

PURSUANT TO 11 DCMR § 3130, THIS ORDER SHALL NOT BE VALID FOR MORE THAN TWO YEARS AFTER IT BECOMES EFFECTIVE UNLESS, WITHIN SUCH TWO-YEAR PERIOD, THE APPLICANT FILES PLANS FOR THE PROPOSED STRUCTURE WITH THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS FOR THE PURPOSES OF SECURING A BUILDING PERMIT.

No doubt, the Applicant viewed this language as granting a time extension. The Board must also acknowledge that this paragraph has customarily appeared in Board orders granting only modifications, perhaps giving those applicants the same impression. Since this Board does not intend for modification orders to have that effect, this boilerplate paragraph will now only appear in orders "authorizing the erection or alteration of a structure," 11 DCMR § 3130.6, and not in

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orders modifying such an order or the plans approved therein. Nevertheless, in the interest of fairness, the Board will deem such paragraphs as granting two-year extensions in any prior modification orders in which they appear.

Going forward, the Board will not consider the filing of a modification request as tolling or the grant of such a request as extending the validity of an order.

The Merits

To meet its burden of proof, the Applicant's witnesses testified under oath that the Applicant has diligently sought a developer and financing and attempted to move forward with development of the property since the time of the BZA's original approval. The Applicant's real estate broker indicated that although he has been working with a number of lenders and capital sources on behalf of the Applicant, these sources have been unwilling to finance the approved project given the layout and design of the units as shown on the approved plans, combined with the recent adverse market conditions for residential projects. The Applicant also testified that development of the property has been delayed due to the pendency of litigation.

Criteria for Evaluating Motion to Extend

Pursuant to § 3130.6, the Board may grant one extension of the two-year term of validity, established in § 3130.1 for orders that authorize the erection or alteration of a structure, for good cause shown and provided that certain requirements are met.⁴

Here, the application was submitted before the expiration date of the prior order, and notice was provided, *inter alia*, to the public, the affected ANC, and the owners of property within 200 feet of the subject property. Those property owners include John W. Holmes, who was a party in opposition in the original proceeding (Application No. 17431), but did not participate in the original modification of approved plans (Application No. 17431-A) or in this proceeding. The Applicant attended meetings of ANC 1C to present the application. OP recommended approval of the requested extension.

The Board finds no substantial change in any of the material facts upon which the Board based its original approval of the application that would undermine the Board's justification for approving the original application. Finally, the Board finds that the Applicant's inability to obtain sufficient project financing due to economic and market conditions beyond the Applicant's reasonable control, and the recent existence of pending litigation affecting the property constitute the "good cause" required under § 3130.6(c). Based upon the record, the Board finds that the Applicant has met the criteria set forth in § 3130.6.

⁴ This application is the Applicant's first request for an extension of time since § 3130.6 went into effect, and thus is consistent with the provision stating that the Board "may grant one extension." At the time the prior request was made, in Application No. 17431-A, the Zoning Regulations did not address the number of times that the Board could grant extensions.

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Pursuant to 11 DCMR § 3100.5, the Board has determined to waive the requirement of 11 DCMR § 3125.3, that the order of the Board be accompanied by findings of fact and conclusions of law. It is therefore **ORDERED** that this application for modification of approved plans, as shown in Exhibit 26, Exhibit E – Modified Plans, and for a two-year extension of time, is **GRANTED**. Order No. 17431 shall be valid until December 12, 2012 within which time the Applicant must file plans for the proposed structure with the Department of Consumer and Regulatory Affairs for the purpose of securing a building permit.

VOTE: 3-0-2 (Meridith H. Moldenhauer, Anthony J. Hood, and Jeffrey L. Hinkle to Approve. Nicole C. Sorg not present, not voting; No other Board member (vacant) participating)

BY ORDER OF THE D.C. BOARD OF ZONING ADJUSTMENT
The majority of the Board members approved the issuance of this order.

ATTESTED BY:


JAMISON L. WEINBAUM
Director, Office of Zoning

FINAL DATE OF ORDER: **MAR 23 2011**

PURSUANT TO 11 DCMR § 3125.9, NO ORDER OF THE BOARD SHALL TAKE EFFECT UNTIL TEN (10) DAYS AFTER IT BECOMES FINAL PURSUANT TO § 3125.6.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Board of Zoning Adjustment



BZA APPLICATION NOS. 18167 / 17431-B

As Director of the Office of Zoning, I hereby certify and attest that on March 23, 2011, a copy of the order entered on that date in this matter was mailed first class, postage prepaid or delivered via inter-agency mail, to each party who appeared and participated in the public hearing concerning the matter and to each public agency listed below:

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Holland & Knight LLP
2099 Pennsylvania Avenue, N.W., Suite 100
Washington, D.C. 20006

David Cordingley
2638 Paddock Gate
Herndon, VA 20171

Chairperson
Advisory Neighborhood Commission 1C
P.O. Box 21009
Washington, D.C. 20009

Single Member District Commissioner 1C07
Advisory Neighborhood Commission 1C
2370 Champlain Street, N.W., #23
Washington, D.C. 20009

Jim Graham, Councilmember
Ward One
1350 Pennsylvania Avenue, N.W., Suite 105
Washington, D.C. 20004

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1100 4th Street, S.W., 5th Floor
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Web Site: www.dcoz.dc.gov

BZA APPLICATION NOS. 18167 / 17431-B
PAGE NO. 2

ATTESTED BY:


JAMISON L. WEINBAUM
Director, Office of Zoning

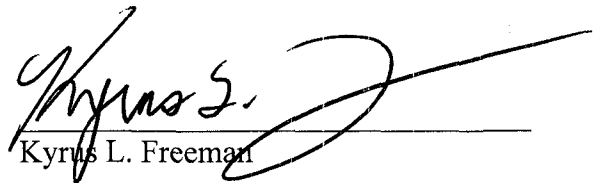
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of December, 2012, a copy of the request for a two-year extension of BZA Application Nos. 18167 and 17431-B, filed on behalf of King's Creek, LLC was served on each of the following parties:

Chairperson
Advisory Neighborhood Commission 1C
P.O. Box 21009
Washington, D.C. 20009

Maxine Brown-Roberts
Office of Planning
1100 4th Street, S.W., Suite E650
Washington, DC 20024



Kyrus L. Freeman

E

**BOARD OF ZONING ADJUSTMENT
APPLICATION NOS. 18167/17431-B**

Affidavit of Applicant in Support of Two-Year Extension of Time

I, Michael Dyer, being duly sworn, depose and state as follows:

1. I am the Chief Operating Officer of G&G, LLC ("G&G"). G&G, LLC is the owner of King's Creek LLC (the "Applicant"), which is the owner of the property that is the subject of BZA Order Nos. 17431, 17431-A and 18167/17431-B, which approved the construction of a residential building, totaling approximately 18,000 square feet, and including 31 units and 20 parking spaces, on the property in the RC/R-5-B district at premises 2329 and 2335 Champlain Street, N.W. (Square 2563, Lots 103 and 816).
2. G&G is a diversified real estate fund with a concentration in raw and entitled land, with holdings spanning sixteen states. G&G has extensive experience in the development of commercial office, retail and residential buildings throughout the Washington, D.C. area. In my capacity as Chief Operating Officer, I have been responsible for obtaining all government permits, land entitlements, and coordinating financing for the approved project, as well as numerous other development projects.
3. Since Order No. 17431 was issued, we have taken many steps to move forward with the overall project. For example, we engaged C.B. Richard Ellis ("CBRE"), a leading global real estate agency with extensive experience in the Washington, D.C. real estate market, to market the property to potential third-party purchasers. CBRE has made substantial efforts to market the property and has identified numerous interested third-party purchasers. CBRE has created a marketing brochure to provide information about the property to potential purchasers, a copy of which is attached as Exhibit 1.
4. In September 2011, the Applicant entered into a Letter of Intent with a third-party purchaser. In January of 2012, the Applicant executed an agreement to sell the property to the third-party purchaser. The purchaser had prepared a full set of construction drawings and was prepared to begin construction on the property in January 2013. On June 28, 2012, however, due to the delay in receiving the required conditional No Further Action Letter from the District Department of Environment ("DDOE"), the purchaser elected to terminate the contract pursuant to a sixty-day study period in which the purchaser had a right to assess the environmental condition of the property. A redacted copy of the contract and letter of termination are attached hereto as Exhibit 2.
5. Thereafter, G&G engaged in negotiations with other interested sellers to purchase the property. As a result, four prospective purchasers have submitted Letters of Intent indicating their willingness to purchase the property. The Applicant has the ability to enter into contract with one of the prospective purchasers, but is waiting for the DDOE to issue either a conditional No Further Action Letter or a conditional Case Closure Letter to

enable the purchaser to begin construction upon execution of the contract. A redacted copy of the Letters of Intent are attached hereto as Exhibit 3.

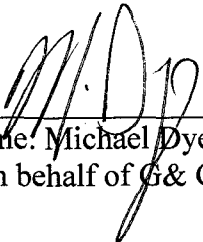
6. The property has been affected by environmental issues caused by a neighboring property to the north. Specifically, BP has been named the responsible party for the release of petroleum into the underground storage system. The contamination was in no way caused by the Applicant or by the property. Nevertheless, we have been working diligently with BP, Groundwater Environmental Services ("GES") on behalf of BP, and DDOE in order to remedy the environmental issues affecting the property. The DDOE, Toxic Services Division, Underground Storage Tank Branch, has issued multiple directives over the past two years. The most recent DDOE directives, dated June 21, 2012 and August 3, 2012 are attached as Exhibit 4. The directives identify the scope of work and remediation efforts which must be completed by BP in order for the DDOE to issue the conditional No Further Action Letter or conditional Case Closure Letter necessary to move forward with the building permit application.
7. In response to the DDOE directives, BP and GES have installed multiple additional monitoring wells, conducted additional tests, and as recently as the beginning of December 2012 have received the necessary permits to close the sidewalks around the site to create additional monitoring wells.
8. A summary of the remediation work proposed and completed is set forth in numerous GES reports to DDOE, including the following: (1) Revised Soil Boring, Soil Vapor and Monitoring Well Workplan, dated August 17, 2012; (2) Revised Soil Boring, Soil Vapor and Monitoring Well Workplan, dated July 17, 2012; (3) Revised District of Columbia Risk Based Corrective Action Supplemental Information, dated June 13, 2012; (4) Revised Risk-Based Corrective Action Analysis Report, dated May 18, 2012; and (5) District of Columbia Risk Based Corrective Action Report (DCRBCA), dated February 29, 2012. A copy of the GES reports are attached as Exhibit 5 (exhibits to reports omitted due to length).
9. Since the approval of the BZA application, a significant amount of work has been completed on the property to remedy the environmental issues, including:
 - a. On January 29, 2010, Liquid-phase Hydrocarbons ("LPH") were detected in monitoring well MW-08 with a thickness of 0.01 feet. LPH were recovered by manual bailing, and placed in the site storage drum;
 - b. On March 24, 2010, the monitoring and injection wells on the site were gauged and a bionutrient solution was added. LPH were detected in monitoring well MW-08 (2.42 feet) and IW-05 (0.02 feet). LPH were not detected in any other monitoring well or injection well. LPH were recovered by manual bailing, and placed in the site storage drum. Five gallons of bionutrient solution was added to injection wells IW-01, IW-02, IW-05, IW-06, and IW-08 through IW-13 and flushed with water;

- c. On July 28, 2010 and August 4, 2010, LPH were detected in monitoring well MW-08 (0.02 and 0.02 feet, respectively). LPH were recovered by manual bailing, and placed in the site storage drum;
- d. On January 4-7, 2011, monitoring wells MW-08R and MW-10 were installed to depths of 25 feet and 20 feet respectively. Monitoring well MW-08 was abandoned during the process. On March 24, 2011, bionutrients were applied to injection wells IW-01, IW-02, IW-06, IW-08 and IW-10 through IW-13;
- e. On April 25, 2011, one gallon of surfactant was applied to MW-08R. On June 22, 2011, two pounds of epsom salt was applied to injection wells IW-08 and IW -10 through IW-13. On October 20, 2011, BP issued a safety stand-down due to an incident that occurred at BP Site 84724 (2917 Martin Luther King JR. Avenue, SE Washington, D.C.). No work was conducted at any BP District of Columbia site during the safety stand-down, including this location;
- f. On November 16, 2011, BP lifted the safety stand down. On February 8, 2012, a quarterly groundwater sampling event was conducted. Monitoring wells (MW-06, MW-06P, MW-07, MW-08R, MW-08P, MW-09 and MW-10) and injection wells (IW-01, IW-02, IW-03, IW-05, IW-06, and IW-08 through IW-13) were gauged. LPH were not detected in any of the monitoring wells. Groundwater samples were collected from monitoring wells MW-06, MW-07, MW-08R, MW-09, and MW-10. All groundwater samples were submitted to Lancaster Laboratories of Lancaster, Pennsylvania for analysis of benzene, toluene, ethylbenzene, and xylenes (BTEX) and methyl tert butyl ether (MTBE) by Environmental Protection Agency (EPA) Method 8260, and total petroleum hydrocarbon-gasoline range organics (TPH-GRO) by EPA Method 80158. Groundwater samples from monitoring wells MW-06, MW-07, and MW-09 were submitted for analysis of sulfate (EPA Method 300.0); and
- g. On August 28, 2012, a quarterly groundwater sampling event was conducted. Monitoring wells (MW-06, MW-06P, MW-07, MW-08R, MW-08P, MW-09 and MW-10) and injection wells (IW-01, IW-02, IW-03, IW-05, IW-06, and IW-08 through IW-13) were gauged. LPH were not detected in any of the monitoring wells. Groundwater samples were collected from monitoring wells MW-06, MW-07, MW-08R, MW-09, and MW-10. All groundwater samples were submitted to Lancaster Laboratories of Lancaster, Pennsylvania for analysis of benzene, toluene, ethylbenzene, and xylenes (BTEX) and methyl

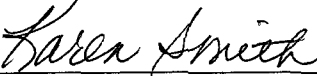
tert butyl ether (MTBE) by Environmental Protection Agency (EPA) Method 8260, and total petroleum hydrocarbon-gasoline range organics (TPH-GRO) by EPA Method 8015B. Groundwater samples from monitoring wells MW-06, MW-07, and MW-09 were submitted for analysis of sulfate (EPA Method 300.0).

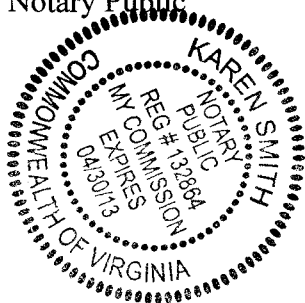
10. A more detailed description of the environmental remediation work completed on the property is included in quarterly reports submitted by URS Corporation, on behalf of BP. The most recent reports from URS Corporation, dated April 27, 2012 and October 31, 2012 are attached hereto as Exhibit 6.
11. We have made extensive efforts and expended substantial funds to support the remediation and mitigation of any outstanding environmental issues. Furthermore, we have diligently pursued the necessary approval from the DDOE and are committed to moving forward with development of the approved project. We are requesting a two (2) year extension of Zoning Commission Order No. 17431 until December 12, 2014, within which time the Applicant must file plans for the proposed structure with the Department of Consumer and Regulatory Affairs for the purpose of securing a building permit.

By:


Name: Michael Dyer
on behalf of G&G, LLC

Sworn and subscribed to me this 7th day of December __, 2012.


Notary Public



1

2329 Champlain Street, NW

•• A rare residential development opportunity in a prime location, Adams Morgan, offering Washington, D.C.'s liveliest nightlife and the perfect blend of multi-cultural, urban lifestyle.

WASHINGTON, DC

•• PROPERTY DETAILS

Units:

31

Parking Stalls:

21

Land Area:

10,778 SF

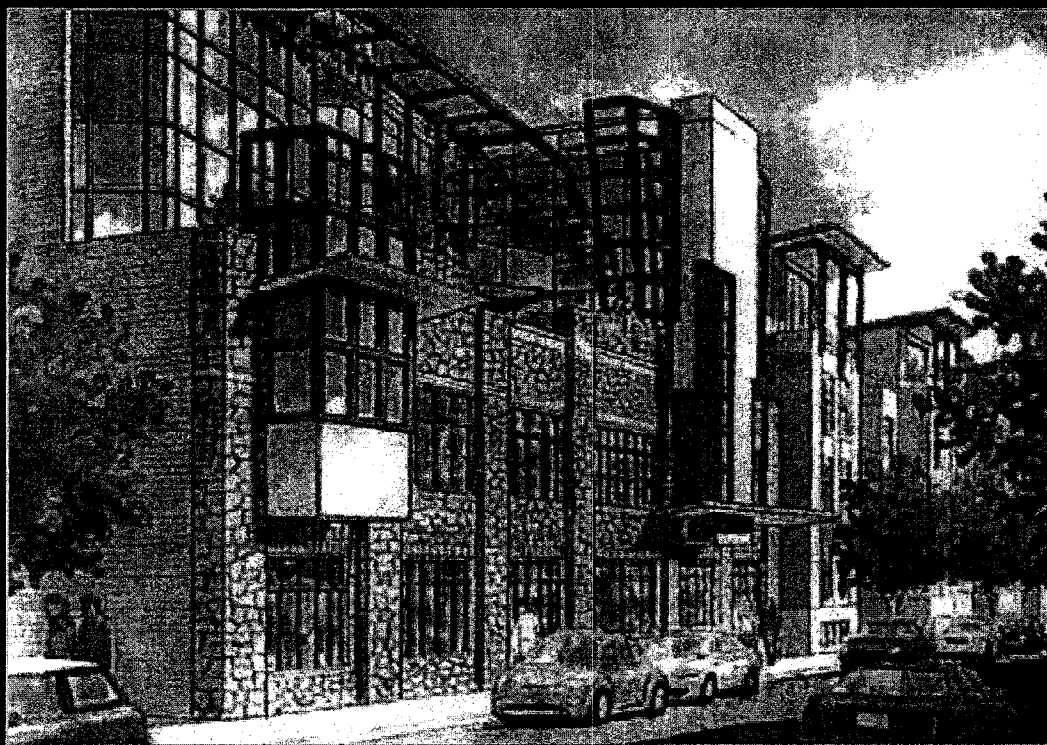
Zoning:

R-5-B

•• THE OFFERING

On behalf of the ownership, CB Richard Ellis has been retained as its exclusive agent to sell its 100% fee simple interest in 2329 Champlain Street, NW. The property is currently a vacant, architecturally significant 18,000 GSF granite warehouse with the proposed concept for development of a 31-unit residential loft building with 21 surface parking spaces, as illustrated in the rendering to the upper right.

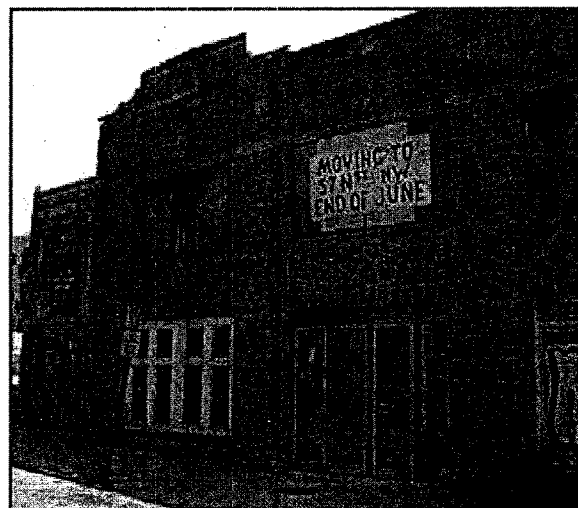
Bonstra Haresign Architects approved plans are available for review. Please contact Robert Meehling for more details at 202.585.5530 or bobby.meehling@cbre.com.



•• INVESTMENT HIGHLIGHTS

Location – Residents benefit from the convenience of DC's liveliest neighborhood, Adams Morgan. The location offers residents convenient access to Metro Bus and is on the edge of the Central Business District of Washington, DC. The walkable "scene" surrounding the property houses colorful storefronts with a wide array of restaurants featuring cuisine from around the world, quaint coffee houses, popular clubs and bars, as well as funky shops, attracting residents and visitors alike.

Top Market – The Washington Metro Area has remained resilient. Washington, DC has the lowest unemployment rate out of any major metro area in the United States (5.6% in April 2010). Additionally, Residents of the property are members of an affluent community of over 663,666 people within a 5-mile radius, an average annual household income of \$102,361 (compared to the nation's average of \$60,277), and an average housing value of \$561,140 (compared to the nation's average of \$244,288), making Adams Morgan one of the DC area's wealthiest neighborhoods (Claritas, 2010).



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CBRE
CB RICHARD ELLIS

2329 Champlain Street, NW

⌘ A rare residential development opportunity in a prime location, Adams Morgan, offering Washington, D.C.'s liveliest nightlife and the perfect blend of multi-cultural, urban lifestyle.

WASHINGTON, DC



⌘ Robert C. Meehling
First Vice President
202.585.5530
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⌘ L. Bret Kampf
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703.905.0255
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T 202.783.8200
F 202.783.1723

www.cbre.com/igwashington
dcmultihousing

⌘ LOCATION HIGHLIGHTS

Adams Morgan exemplifies urban life at its best. Energy is exuded from the mixture of cultures, music and artwork spread throughout the neighborhood.

- Excellent Entertainment Options
 - Comedy shows, live music, karaoke, poker, trivia and jeopardy at neighborhood favorites such as Rendezvous Lounge, Madam's Organ, The Reef, Millie & Al's, Bobby Lew's, Adams Mill Bar and Grill, and Peyote Karaoke Cafe
 - Young professionals enjoy DJ's and Dancing at local hot spots including Asylum, Club Heaven & Hell, Town Tavern, Tom Tom, 18th and Red, Latin Jazz Alley
 - A plethora of fascinating cultural attractions include the Sitar Center for the Arts, DC Arts Center, Danzon Art Gallery, and the Adams Morgan Heritage Trail
- Plentiful Shopping
 - An eclectic mix of independently owned shops that sell unique gifts such as records and books, house furnishings, local contemporary artists' work, accessories and jewelry, and apparel
 - Grocers, convenience stores and Specialty shops such as Yes! Organic Market, Safeway, CVS Pharmacy, AM Wine Shoppe, Merkato Market, Mixtec Market
- Phenomenal Employment Opportunities
 - A variety of Legal, Medical/Dental, and business services
 - Embassy Row, home to numerous embassies, trade associations and non-profit organizations
 - The Central Business District of Washington, D.C.
 - Washington Convention Center

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CBRE
CB RICHARD ELLIS

2

REDACTED

THIRD AMENDMENT TO REAL ESTATE SALES CONTRACT

THIS THIRD AMENDMENT TO REAL ESTATE SALES CONTRACT (this "Third Amendment") is made as of this 15th day of May, 2012, by and between **KINGS CREEK, LLC**, a District of Columbia limited liability company (the "Seller"), and [REDACTED], a Delaware limited liability company, or its assigns ("Purchaser").

RECITALS

A. Seller and Purchaser previously entered into that certain Real Estate Sales Contract dated as of January 4, 2012, as amended by First Amendment to Real Estate Sales Contract dated as of March 1, 2012 and Second Amendment to Real Estate Sales Contract dated as of April 13, 2012 (as amended, the "Contract"), whereby Seller agreed to sell and Purchaser agreed to purchase the Property, as more particularly described in the Contract.

B. Seller and Purchaser now desire to amend the terms of the Contract in order to extend the Study Period, as more particularly set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. Unless otherwise defined in this Third Amendment, all defined terms shall have the same meaning as set forth in the Contract.

2. Study Period. The Study Period shall be extended to close of business on June 29, 2012.

3. Time and Place of Settlement.

(a) Paragraph 7(a) of the Contract is deleted in its entirety and replaced with the following:

"Settlement on the Property ("Settlement") shall occur no later than July 16, 2012. Settlement shall take place at such location in the Washington, D.C. metropolitan area and at such hour as is designated in writing by Purchaser to Seller at least three (3) days before Settlement. In the event Settlement does not occur by July 5, 2012, then the Purchase Price shall be increased by [REDACTED] per day beginning on July 6, 2012 until the date that Settlement occurs." Notwithstanding the foregoing, Seller does not consent to any extension of the Settlement date beyond July 16, 2012.

(b) The phrase "ten (10) days" in the first sentence in Paragraph 7(b) of the Contract is deleted and replaced with the phrase "three (3) days".

4. Miscellaneous.

(a) Except as expressly amended pursuant to the terms of this Third Amendment, the Contract shall remain in full force and effect in accordance with its original

[REDACTED]

REDACTED

terms, and Seller and Purchaser hereby ratify the Contract as amended pursuant to this Third Amendment.

(b) If any of the provisions of this Third Amendment conflict with the provisions of the Contract, the provisions of this Third Amendment shall govern and control.

(c) To facilitate execution, this Third Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement. Execution and delivery of this Third Amendment by facsimile or by PDF copy by electronic mail shall be sufficient for all purposes and shall be binding on any person who so executes.

[SIGNATURE PAGE FOLLOWS]

REDACTED

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Third Amendment as of the day and year first written above.

WITNESS:

Susan V Dyer

SELLER:

KINGS CREEK, LLC,
a District of Columbia limited liability company

By: M. Dyer [SEAL]
Name: Michael Dyer
Title: Authorized agent
Date: 5/15/12

WITNESS:

PURCHASER:

[REDACTED]
[REDACTED]
By: [REDACTED]
[REDACTED]

By: _____
Name: _____
Title: _____
Date: _____

[REDACTED]

FACSIMILE TRANSMITTAL SHEET

PHONE NO.

FAX NO.

TO: Michael Dyer

(703) 230-1905

FROM:

DATE: June 28, 2012

RE:

This transmittal consists of 3 page(s), including cover sheet. If you do not receive all pages indicated, or have any other problems with reception, please call [REDACTED] at [REDACTED]

Comments/Instructions:

Confidentiality Notice: This facsimile contains confidential information which may also be legally privileged and which is intended only for the use of the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this facsimile, or the taking of any action in reliance on the contents of this telecopied information, may be strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone [REDACTED] and destroy this copy. Thank you.

[REDACTED]

June 28, 2012

[REDACTED]

VIA FACSIMILE AND OVERNIGHT DELIVERY

c/o Gourley & Gourley LLC
1897 Preston White Drive, Suite 105
Reston, Virginia 20191
Attention: Michael Dyer
Facsimile Number: 703-230-1905

[REDACTED]

Re: Real Estate Sales Contract dated as of January 4, 2012 by and between Kings Creek, LLC ("Seller"), and [REDACTED] ("Purchaser") (as amended, the "Contract")

Dear Mr. Dyer:

Pursuant to Section 16 of the Contract, Purchaser has elected not to purchase the Property and has determined to terminate the Contract. This letter shall constitute Purchaser's written notice to Seller that Purchaser has elected to terminate the Contract.

This letter simultaneously serves as notice to [REDACTED] ("Escrow Agent") to return the Deposit (as defined in Section 3(a) of the Contract) to Buyer.

Thank you for your cooperation with this transaction.

Very truly yours,

[REDACTED]

[REDACTED]

[REDACTED]

Mr. Michael Dyer
June 28, 2012
Page 2

cc: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

REDACTED

REAL ESTATE SALES CONTRACT

THIS CONTRACT, made as of this 3 day of January, 2012, by and between **KINGS CREEK, LLC**, a District of Columbia limited liability company ("Seller"), and [REDACTED], a Delaware limited liability company, or its assigns ("Purchaser").

RECITALS:

A. Seller is the owner of a parcel of land, containing approximately 10,778 square feet, located in at 2329-2335 Champlain Street, Washington, D.C., as more fully described on **Exhibit "A"**, together with (1) any and all improvements located on the parcel and any and all appurtenances, rights (including development rights), privileges and easements benefiting, belonging or pertaining to the parcel, and (2) all right, title and interest of Seller in and to the land lying in the bed of any street, road or highway (open or proposed) in front of, adjoining or servicing the parcel (collectively, the "Property").

B. Purchaser desires to buy the Property from Seller, and Seller is willing to sell the Property to Purchaser, pursuant to the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants of Seller and Purchaser set forth below and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Seller and Purchaser agree as follows:

1. AGREEMENT OF SALE AND PURCHASE

Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, the Property, in fee simple, under the terms and conditions set forth in this Contract.

2. PURCHASE PRICE

The total purchase price for the Property (the "Purchase Price") shall be [REDACTED]

3. DEPOSIT; PAYMENT OF PURCHASE PRICE

The Purchase Price shall be paid as follows:

(a) Upon the full execution of this Contract, Purchaser shall deliver to the law firm of [REDACTED] (the, "Escrow Agent") [REDACTED]

[REDACTED]

REDACTED

██████████ as a good-faith deposit (the "Initial Deposit"). If Purchaser does not terminate this Contract within the "Study Period" provided for in Paragraph 16 below, then, within five (5) business days after the expiration of the Study Period, Purchaser shall deliver to the Escrow Agent the sum of ██████████ (the "Additional Deposit"). (The Initial Deposit and the Additional Deposit shall be referred to herein as the "Deposit"). The Escrow Agent shall place the Deposit in a federally insured interest-bearing account in a banking institution located in the Washington D.C. metropolitan area. Accrued interest on the Deposit shall become part of the Deposit and shall be paid to whichever party becomes entitled to the Deposit under this Contract. The Escrow Agent shall hold and dispose of the Deposit in accordance with the terms of this Contract and the terms of Exhibit B.

(b) At the time of Settlement (as defined below), Purchaser shall deliver the Purchase Price, less the Deposit, to ██████████ which will conduct settlement (the "Settlement Agent") in the form of a cashier's check, certified check, or wire transfer of funds. The Deposit (including all accrued interest) shall be credited against the Purchase Price and if held by other than the Settlement Agent, shall also be delivered to the Settlement Agent at Settlement. The Settlement Agent shall hold the Purchase Price in escrow until consummation of Settlement. Upon consummation of Settlement, including due recordation of the deed conveying the Property from Seller to Purchaser in accordance with this Contract, the Settlement Agent shall release and deliver the Purchase Price to Seller (subject to the payment of settlement adjustments and settlement costs as provided for in this Contract).

(c) Notwithstanding anything to the contrary contained in this Contract, including, without limitation, the other provisions of this Paragraph 3, prior to the expiration of the Study Period, the escrow established hereunder shall be a "sole order" escrow for the benefit of Purchaser (meaning that Escrow Agent shall act solely in accordance with the instructions of Purchaser until the expiration of the Study Period in respect of the Deposit). Without limiting the generality of the foregoing, in the event that on or prior to the expiration of the Study Period, Purchaser delivers notice to Escrow Agent stating that Purchaser has elected to terminate this Contract pursuant to the provisions of Paragraph 16(b), then Escrow Agent shall refund to Purchaser the Deposit without any requirement that Escrow Agent first notify or obtain any approval or consent of Seller. In furtherance of the foregoing, in the event Purchaser so instructs Escrow Agent on or prior to the expiration of the Study Period, Escrow Agent agrees that it shall not be permitted to, and shall not, follow any conflicting instructions given by Seller or any third party as to the disposition of the Deposit but shall instead follow only the instructions of Purchaser in connection therewith. Seller agrees in such instance not to deliver any conflicting instructions to Escrow Agent for any reason and hereby instructs Escrow Agent to act in respect of the Deposit solely in accordance with Purchaser's instructions on or prior to the expiration of the Study Period, including instructions of Purchaser to return the Deposit to Purchaser.

4. TITLE

(a) At Settlement, Seller shall convey to Purchaser absolute fee simple title to the Property, free of all liens, encumbrances, judgments, covenants, conditions, restrictions,

REDACTED

easements and rights-of-way, recorded or unrecorded; subject, however, to those matters (if any) affecting title to the Property which are set forth in the Title Commitment referred to below and accepted by Purchaser (the "Permitted Exceptions"). Title is to be merchantable, good of record and in fact, and insurable without exceptions (other than Permitted Exceptions) at standard rates by a recognized title insurance company selected by Purchaser.

(b) (i) After execution of this Contract, Purchaser shall, at its own expense, order a standard commitment for owner's title insurance for the Property (the "Title Commitment"). If Purchaser, in its sole discretion, finds that any of the exceptions to title set forth in the Title Commitment would interfere with its contemplated development of the Property ("Objectionable Exceptions"), Purchaser, shall, within the Study Period, give written notice to Seller setting forth the Objectionable Exceptions. If Purchaser fails to give notice of Objectionable Exceptions within the Study Period, Purchaser shall be deemed to have accepted all title exceptions which are reported in the Title Commitment. If Purchaser does give such notice, Purchaser shall be deemed to have accepted all title exceptions reported in the Title Commitment other than the Objectionable Exceptions expressly set forth in the notice.

(ii) Except as provided below, Seller shall have the option to cure or not to cure any Objectionable Exceptions. Within seven (7) days after receipt of notice of Objectionable Exceptions, Seller shall give Purchaser written notice whether it will or will not cure the Objectionable Exceptions. If Seller does not give Purchaser such notice within the seven (7)-day period, Seller shall be deemed to have elected not to cure the Objectionable Exceptions. Despite the foregoing, if the Objectionable Exceptions are reasonably susceptible of being cured within a period of time not to exceed sixty (60) days after receipt of the notice of Objectionable Exceptions (the "Maximum Cure Period"), Seller shall be obligated to use commercially reasonable efforts to cure the Objectionable Exceptions.

(iii) If Seller is obligated to use commercially reasonable efforts to cure the Objectionable Exceptions, Seller shall promptly endeavor to do so and Purchaser shall not be obligated to post the Additional Deposit until all of the Objectionable Exceptions (except for mortgages and deeds of trust) have been cured by Seller or waived by Purchaser. If, however, Seller shall not have succeeded within the Maximum Cure Period in curing the Objectionable Exceptions which it has elected or is obligated to cure, or if Seller, as permitted above, elects in the first instance not to cure any Objectionable Exceptions, Purchaser shall have the right either (A) to waive the Objectionable Exceptions not cured by Seller, with no reduction in the Purchase Price, or (B) to terminate this Contract. In the event of termination pursuant to this Paragraph 4(b), the Deposit shall be promptly returned to Purchaser and thereafter the parties shall be relieved of further liability to one another under this Contract.

(iv) Notwithstanding the foregoing, any deeds of trust, mortgages, judgment liens, mechanic's liens, and other monetary liens against the Property shall be deemed Objectionable Exceptions, whether Purchaser gives written notice of such or not, and shall be removed by Seller at or before the time of Settlement.

REDACTED

(v) At any time prior to Settlement, Purchaser may, at its own expense, cause an ALTA/ACSM survey of the Property to be prepared, a copy of which Purchaser shall deliver to Seller promptly upon receipt. In the event that the survey reveals any matters that would materially and adversely affect the value of the Property or Purchaser's ability or cost to develop the Property for Purchaser's intended purposes, Purchaser shall have the right to notify Seller of such matters. Upon any such notice by Purchaser, such matters shall be treated as if they were Objectionable Matters and the procedures of subparagraphs (ii) and (iii) of this Paragraph 4(b) shall again be followed.

(c) After the date of this Contract, Seller shall not mortgage, lease or otherwise encumber the Property, execute any easements, covenants, conditions, or restrictions with respect to the Property, or otherwise alter or permit the alteration of title to the Property.

(d) Upon request by Purchaser, Seller shall (i) execute such affidavits and other instruments as are required by Purchaser's title insurance company for the elimination of any standard or printed exceptions in Purchaser's final policy of title insurance, or for compliance with tax reporting requirements, and (ii) furnish such evidence of the organizational status of Seller and its members and the power and authority of Seller and its members to consummate this transaction in accordance with this Contract as are required by Purchaser or its title insurance company.

(e) At Settlement, Seller shall execute and deliver to Purchaser a special warranty deed for the Property, with covenants of further assurances and right to convey, and such other documents as may be reasonably required to effectuate the transactions contemplated by this Contract and/or effectuate the closing of the transaction contemplated hereunder.

5. REPRESENTATIONS AND WARRANTIES

(a) Seller represents and warrants to Purchaser as follows:

(i) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the District of Columbia and has full right, power and authority to enter into and carry out and perform this Contract. No further approvals or consents need be obtained and no further action need be taken to authorize this transaction on behalf of Seller.

(ii) The entering into this Contract and consummation of this transaction by Seller will not violate any judgment, order, or decree to which Seller is subject or any agreement or other instrument to which Seller is a party or by which it is bound.

(iii) Seller owns the entire fee simple title to the Property (legal and equitable) and all persons who have any ownership interest or claim whatsoever in and to the Property (except the trustees and secured parties under existing mortgages or deeds of trust, if any) have also signed this Contract. Seller has not granted to any third party the right or option to purchase, acquire an ownership interest in, or lease all or any part of the Property.

REDACTED

(iv) Seller has not made any commitments or representations to the applicable governmental authorities, any adjoining or surrounding property owners, any civic association, any utility, or any other person or entity which would in any manner interfere with or make more costly the development and improvement of the Property for multifamily residential purposes. After the date of this Contract, Seller will not make any such representations or commitments without the express prior written consent of Purchaser. Seller has no knowledge of any such commitments or representations made by any of Seller's predecessors in title.

(v) There are no leases, tenancies, licenses, or other rights of occupancy or use in effect with respect to the Property, and there are no contracts relating to the Property.

(vi) To the best of Seller's knowledge, there is no violation of any law or governmental order or regulation, or of any easement, restriction, condition, or covenant of record, affecting the Property.

(vii) There are no threatened or pending annexation, condemnation or other judicial or administrative proceedings against or affecting any part of the Property.

(viii) During Seller's ownership of the Property, and except as set forth in the Environmental Reports (as defined in Paragraph 14 below): none of the Property was excavated; no landfill was deposited on or taken from the Property, and no construction debris or other debris (including, without limitation, rocks, stumps, or concrete) was buried upon the Property. To the best of Seller's knowledge, none of the foregoing occurred prior to the time Seller became the owner of the Property.

(ix) To the best of Seller's knowledge, and except as set forth in the Environmental Reports, no "Hazardous Materials" are located upon or within the Property or have been released from the Property. The term "Hazardous Materials" means (A) toxic wastes, hazardous materials, hazardous substances or other substances which are prohibited or regulated by any federal, state, or local law or regulation addressing environmental protection, pollution control, or air or water quality matters, (B) asbestos, (C) polychlorinated biphenyls (PCBs), and (D) oil, petroleum, and their byproducts.

(x) Seller has no knowledge of Environmental Reports relating to the Property, except as set forth on Exhibit "C", all of which will be delivered to Purchaser pursuant to Paragraph 14.

(xi) Except as set forth in the Environmental Reports, Seller has not received a summons, citation, directive, notice, complaint, letter or other communication, written or oral, from the United States Environmental Protection Agency, the District of Columbia Department of the Environment, or any governmental authority concerning any alleged violation of any environmental law or rule or regulation at the Property. Except as set forth in the

REDACTED

Environmental Reports, to the best of Seller's knowledge, the Property is not currently under investigation for any such violation.

(xii) There are no buried fuel tanks within the Property.

(xiii) Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Act, as amended (the "Act"). At the time of settlement, Seller shall execute such instruments, certifications, and/or affidavits as Purchaser or its title insurance company may deem necessary in order to comply with the Act.

(xiv) There is no bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, pending or, to the best of Seller's knowledge, threatened against Seller.

(xv) There are no actions, suits or proceedings or governmental investigations pending, or to the best knowledge of Seller, threatened, against or relating to (A) the ownership, management or operation of the Property, (B) this transaction, or (C) Seller, which would affect Purchaser or the Property after the Closing. Seller is and shall remain responsible after the Settlement for defending any suit or proceeding attributable to periods prior to the Settlement, and for all damages, losses, expenses and costs related thereto.

(xvi) All labor, services, and materials furnished on, to or for the benefit of the Property on behalf of Seller have been or will be prior to Settlement paid for in full, and no liens have been or may be established against the Property on account of such labor, services, or materials.

(xvii) No governmental assessments have been levied or, to Seller's knowledge, are threatened against the Property.

(xviii) To Seller's knowledge: no cemeteries are located upon the Property; no portion of the Property or the improvements upon the Property have been designated by any governmental body or private organization as having historic or archeological significance or deserving of historic landmark status; and the Property has not been identified by any governmental body or private organization as a habitat for any endangered or rare species of wildlife or vegetation worthy of special protection.

(xix) Neither this Contract nor any other certificate, statement, document or other information prepared by Seller and furnished to Purchaser in connection with this transaction contains any material misstatement of fact or omits a material fact, the omission of which makes any of the representations, warranties, and other statements of Seller contained in this Contract misleading. There are no facts known to Seller, other than facts which have been disclosed to Purchaser in writing, which might have a material adverse effect on the condition or the value of the Property.

REDACTED

(b) Purchaser represents and warrants to Seller as follows:

(i) Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full right, power and authority to enter into and carry out and perform this Contract. No further approvals or consents need be obtained and no further action need be taken to authorize this transaction on behalf of Seller.

(ii) The entering into this Contract and consummation of this transaction by Purchaser will not violate any judgment, order, or decree to which Seller is subject or any agreement or other instrument to which Purchaser is a party or by which it is bound.

(c) All of Seller's and Purchaser's representations and warranties contained in this Paragraph 5 shall be true as of the date of this Contract and as of the time of Settlement.

6. INTERIM ACTIONS

(a) After the date of this Contract and until Settlement:

(i) Seller shall keep any existing obligations secured by mortgage(s) against the Property current and not in default and pay all taxes and other public charges against the Property so as to avoid forfeiture of Purchaser's rights under this Contract. Seller shall operate the Property in compliance with all applicable laws.

(ii) Seller shall promptly advise Purchaser in writing of any facts coming to Seller's attention indicating the inaccuracy of any of Seller's representations and warranties contained in Paragraph 5 of this Contract and shall promptly give to Purchaser copies of any written notices which Seller receives relating to the Property.

(iii) Seller shall keep the Property in its present physical condition (including not making any modifications to the building currently on the property) and shall not excavate or commit any waste upon the Property or introduce or permit the introduction of any Hazardous Materials upon the Property.

(iv) Seller shall not seek any zoning or other administrative change affecting the Property (including, but not limited to, modifying any development approvals for the Property or seeking a reliance letter any office of the DC government).

(v) Promptly upon receipt, Seller shall give Purchaser copies of all notices and correspondence relating to the Property.

7. TIME AND PLACE OF SETTLEMENT

(a) Settlement on the Property ("Settlement") shall occur on the earlier of a) the business day that is fifteen (15) business days after the date of the CAP Approval Notice (as

REDACTED

defined below), or b) June 30, 2012, provided that Settlement shall be extended to the date that is ten (10) days after expiration of the Maximum Cure Period, as described in Paragraph 4(b)(ii) above. Seller shall deliver to Purchaser upon Seller's receipt thereof, a copy of the final written approval ("Approval") by the District of Columbia Department of the Environment ("DDOE") of the Corrective Action Plan ("CAP") to be performed by [REDACTED] with respect to the Property, which Approval shall be reasonably acceptable to Purchaser. Within ten (10) business days after receipt by Purchaser of a copy of the Approval, Purchaser shall notify Seller in writing (the "CAP Approval Notice") whether such Approval is acceptable to Purchaser. If Purchaser fails to timely deliver its CAP Approval Notice, it shall be deemed that Purchaser asserts that the Approval is not reasonably acceptable. If Purchaser states, or is deemed to state, that it does not find the Approval reasonably acceptable, either party hereto thereafter may elect to terminate this Agreement by written notice to the other party, provided that Seller shall have the right to contest any termination election by Purchaser on the basis that Purchaser is acting unreasonably in refusing to accept the terms of the Approval. Settlement shall take place at such location in the Washington D.C. metropolitan area and at such hour as are designated in writing by Purchaser to Seller at least seven (7) days before the Settlement. Notwithstanding the foregoing, in the event that DDOE has not issued the Approval by the then-scheduled date of Settlement, Purchaser shall have four (4) separate, consecutive options to extend the date of Settlement (the "Extension Options") for a period of thirty (30) days each (such that if all four Extension Options are duly exercised, the Settlement date would be the date that is one hundred twenty (120) days after the date Settlement would have taken place as determined pursuant to the first sentence of this paragraph). Such Extension Options shall be exercisable in each case by Purchaser delivering written notice to Seller prior to then-applicable Settlement date and depositing an additional [REDACTED] for each such Extension Option with Escrow Agent (each such additional payment, once made, shall be deemed a part of the Deposit, but which payments shall not be credited against the Purchase Price and shall be released to Seller at Settlement, in addition to the Purchase Price). Once the Approval has been issued by DDOE, Purchaser shall have no further Extension Options, and Purchaser shall issue its CAP Approval Notice in the manner set forth above. If the Purchaser delivers to Seller the CAP Approval Notice stating that the Approval is acceptable to Purchaser less than fifteen (15) business days prior to the then scheduled date of Settlement, the date of Settlement shall be extended to the date that is fifteen (15) business days after Purchaser delivers to Seller such CAP Approval Notice, without the payment of any additional extension fee for such final extension of the date of Settlement.

(b) Purchaser reserves the right to accelerate the time for Settlement by giving written notice to Seller calling for Settlement and specifying a Settlement date no less than ten (10) days after the date of the notice. Purchaser, however, shall have the right to rescind such notice and upon such rescission, Settlement shall be held within the time set forth in Paragraph 7(a).

(c) Notwithstanding any of the foregoing, the obligation of Purchaser to purchase the Property shall be also subject to the satisfaction of the following conditions precedent as of the time of Settlement (the "Settlement Conditions"):

REDACTED

(i) The representations and warranties made by Seller in this Contract shall be true and accurate in all material respects and Seller shall have performed all covenants and obligations and complied with all conditions required of it by this Contract. Where any of Seller's representations and warranties are based upon Seller's knowledge, satisfaction of this condition requires the actual truth of the subject matter of the representation or warranty and not merely the truth of Seller's statement as to the state of its knowledge about such subject matter.

(ii) Title shall be in the condition contemplated in Paragraph 4 of this Contract.

(iii) No material adverse change shall have occurred after the date of this Contract in the environmental condition of the Property.

(iv) No moratorium, restriction, or prohibition by the applicable governmental authorities or public or private utility companies shall be existing or imminently threatened which would prevent or materially limit or delay the provision of sewer, water or other utility service to the Property, the development of the Property as a multifamily residential project as intended by Purchaser.

(v) No law or governmental regulation, rule, procedure, or other requirement shall have been adopted or amended after the date of this Contract, nor be pending for adoption or amendment, which would prevent, materially limit or delay, or make materially more costly the development of the Property as a multifamily residential project as intended by Purchaser.

(vi) No impediments shall exist to the immediate issuance of a building permit for the construction of a multifamily residential building upon the Property, assuming that proper application were made and all customary fees were paid for such permit.

(vii) The Purchaser and [REDACTED] (or an affiliated entity) shall have entered into a reimbursement agreement in form and substance acceptable to Purchaser.

(d) In the event that any of the Settlement Conditions are not satisfied as of the date of Settlement, Purchaser shall have the right to terminate this Contract by giving written notice to Seller. In that event, the Deposit shall be refunded to Purchaser and thereafter the parties shall be relieved of all liability under this Contract. Alternatively, Purchaser shall have the option of postponing Settlement until thirty (30) days after all such Settlement Conditions have been satisfied, but not later than One Hundred Eighty (180) days after the date of Settlement. Despite anything else contained in this Contract, if any of the Settlement Conditions are not satisfied as the result of a breach or default by Seller under this Contract, Purchaser may exercise such rights and remedies for the breach or default as may be available under applicable law.

REDACTED

8. DEFAULT

If Purchaser wrongfully fails to settle on the Property and Seller is ready, willing and able to perform, or if Purchaser shall otherwise breach or default under any of the provisions of this Contract, then, provided Purchaser has received written notice from Seller specifying the nature of the breach or default and Purchaser fails to cure the specified breach or default within thirty (30) days after receipt of the notice, the Deposit shall be delivered by Escrow Agent to Seller as complete and liquidated damages and as Seller's sole and exclusive remedy. Thereafter, this Contract shall terminate and Seller and Purchaser shall be relieved of further liability under and with respect to this Contract, at law or in equity. Seller expressly waives all rights of action against Purchaser for specific performance or damages for any matter arising out of or relating to this Contract.

9. ADJUSTMENTS AT SETTLEMENT

Real estate taxes and utility charges (including usual water, sewer and electric charges) are to be adjusted to the date of Settlement and thereafter assumed and paid for by Purchaser. Special assessments against the Property for public improvements authorized, pending or completed prior to the date of this Contract, whether assessment for such has been levied or not, and whether payable in one (1) lump sum or installments, shall, at Settlement, be paid in full by Seller or credited against the Purchase Price.

10. SETTLEMENT COSTS

Examination of title, owner's title insurance, survey (if ordered by Purchaser), tax certificates, preparation of the deed, notary fees, and recording charges are to be at the cost of Purchaser. All recordation and transfer taxes shall be paid for equally by Seller and Purchaser. Each party shall pay its own attorneys' fees.

11. NOTICES OF VIOLATIONS

All notices of violations of laws, regulations, or requirements issued by legal authority for conditions existing on the Property prior to Settlement shall be complied with by Seller, at its own expense. All judicial or administrative proceedings brought on account of such violations shall be defended by Seller. The Property shall be conveyed free of any such violations.

12. RISK OF LOSS; CONDEMNATION

(a) Until execution and delivery of the deed, the risk of loss or damage to the Property by fire or other casualty is assumed by Seller.

(b) If, at or prior to the time of Settlement, all or any portion of the Property shall be (a) condemned or taken pursuant to any governmental or other power of eminent domain, (b) made the subject of any written notice of taking or condemnation, (c) made the

REDACTED

subject of any condemnation proceedings instituted by any governmental or quasi-governmental authority having the power of eminent domain, or (d) proposed to be conveyed to any governmental or quasi-governmental authority in lieu of imminent condemnation, Purchaser shall have the right to terminate this Contract by giving Seller written notice to that effect within sixty (60) days after receiving written notice from Seller advising of any such event. Upon such notice, the Deposit shall be promptly refunded to Purchaser and thereafter both Seller and Purchaser shall be relieved of further liability under this Contract. In the alternative, with respect to a taking involving less than all of the Property, Purchaser may elect to proceed to Settlement with an equitable reduction in the Purchase Price, but not less than the condemnation award paid to Seller. If Purchaser shall elect to proceed to Settlement and the portion of the Property to be condemned has not yet been taken and paid for by the condemning authority by the time of Settlement, there shall be no abatement in the Purchase Price. Instead, Seller shall assign to Purchaser at the time of Settlement all of Seller's right to any unpaid condemnation awards and Seller shall convey the entire Property to Purchaser. Purchaser shall be entitled to participate in all negotiations with the condemning authority and any settlement of any pending or threatened condemnation proceedings shall be subject to Purchaser's reasonable approval. If Seller has knowledge of any pending or threatened condemnation proceedings or actions, Seller will promptly advise Purchaser in writing.

13. BROKERAGE

Seller warrants to Purchaser and Purchaser warrants to Seller that it has not dealt with any real estate broker, agent or finder in connection with this transaction (other than CB Richard Ellis ("CBRE"), and Seller shall pay CBRE the complete brokerage Commission pursuant to a separate agreement). Seller and Purchaser shall indemnify and hold each other harmless against all loss, liability or expense, including reasonable attorneys' fees and litigation costs, incurred by the other to the extent one or the other is shown to be in breach of the foregoing warranties.

14. DELIVERY OF DATA

At the time of execution of this Contract, Seller shall deliver to Purchaser copies of all soils studies, surveys, title materials, environmental studies and materials, and any and all correspondence relating to the site and to the DC UST Case relating to the Property (the environmental materials being collectively referred to as the "Environmental Reports") plans, marketing materials, engineering data, and other tests, studies, reports and information in the possession or control of Seller (or its agents) relating to the Property, at no cost to Purchaser, including but not limited to the materials listed on Exhibit "D". If this Contract terminates for any reason other than Seller's default, Purchaser shall return all of these materials to Seller and deliver to Seller (without any warranty whatsoever) any similar information and materials related to the Property generated by third parties for Purchaser, but only to the extent the same are transferable and excluding architectural materials, financial or marketing information, and any other proprietary materials.

REDACTED

15. DELIVERY OF POSSESSION

Seller shall give Purchaser possession of the Property at the time of Settlement, free and clear of any licensees, occupants or tenants.

16. TESTS AND STUDIES - RIGHT OF ENTRY

(a) During the time this Contract remains in effect, Purchaser shall have the right, at its own expense, to cause such engineering, environmental (including soil and groundwater testing), soils, and other tests, studies, and investigations to be made with respect to the Property (collectively, "Studies") as Purchaser may deem appropriate, including financing, economic feasibility and market analyses. In connection with the Studies, Purchaser, and its consultants and other designees, shall have a free right of entry upon the Property, and may contact the D.C. Department of the Environment and [REDACTED] (and its affiliates) to discuss the environmental condition of the Property.

(b) For a period of sixty (60) days from the date of this Contract (the "Study Period"), Purchaser shall have the right, in its sole and absolute discretion, for any reason or no reason, to elect not to acquire the Property by giving written notice to Seller of termination of this Contract. In the event Purchaser fails to provide any written notice to Seller prior to the expiration of the Study Period with respect to its decision to terminate this Contract or to acquire the Property, Purchaser shall be deemed to have terminated this Contract. If Purchaser gives Seller notice that Purchaser is terminating this Contract, or if Purchaser is deemed to have terminated this Contract, the Deposit shall be returned to Purchaser by the Escrow Agent and Seller and Purchaser shall be relieved of all further liability under this Contract. Upon such termination, Purchaser, at its own expense, shall restore any damage to the Property caused by Purchaser's tests and studies and immediately thereafter vacate the Property.

(c) Purchaser shall indemnify and hold harmless Seller against all damages, liability and claims, including reasonable attorneys' fees and litigation costs, incurred by Seller as a result of damage to person or property caused by Purchaser's entry upon the Property pursuant to this Paragraph 16.

17. RIGHT TO WAIVE CONDITIONS

Purchaser reserves the right to waive any of the terms and conditions of this Contract for its benefit, including, without limitation, the Contingency, conditions precedent, title, and warranty provisions, and to purchase the Property in accordance with the terms and conditions of this Contract which have not been so waived. Any such waiver must be in writing signed by Purchaser.

REDACTED

18. NOTICES

All notices and other communications under this Contract shall be in writing and shall be deemed duly given if (i) personally delivered, with signed receipt, (ii) sent by a commercial overnight courier which requires a signed receipt upon delivery, (iii) mailed by certified mail, return receipt requested, first class, postage prepaid, or (iv) sent by fax, provided that the "hard" copy is sent to the other party the same day by one of the preceding methods.

Notices to Seller shall be sent to:

c/o Gourley & Gourley LLC
1897 Preston White Drive, Suite 105
Reston, Virginia 20191
Attention: Michael Dyer
Facsimile Number: _____

With a copy to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Notices to Purchaser shall be sent to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

With a copy to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The parties shall be responsible for notifying each other of any change of address.

REDACTED

19. ENTIRE AGREEMENT; AMENDMENTS

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them, relating to this subject matter, other than as herein set forth. This Contract is intended by the parties to be an integration of all prior or contemporaneous promises, agreements, conditions, negotiations and undertakings between them relating to this subject matter. This Contract may not be modified orally or in any other manner than by an agreement in writing signed by all the parties or their respective successors in interest.

20. COUNTERPARTS; FACSIMILE SIGNATURES

This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument and executed signature pages from counterparts of this Contract may be assembled together and appended to one or more originals of this Contract. Facsimile signatures on this Contract or any amendment of this Contract shall be valid and enforceable to the same extent as original signatures.

21. SURVIVAL; FURTHER ASSURANCES

(a) The terms and provisions of this Contract shall survive Settlement and execution and delivery of the deed and shall not be merged therein.

(b) Upon request of Purchaser, Seller shall do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to better effectuate the transaction contemplated by this Contract.

22. PARTIAL INVALIDITY

If any term, covenant or condition of this Contract or its application to any person or circumstances shall be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each term shall be valid and enforceable to the fullest extent permitted by law.

23. GOVERNING LAW

All questions with respect to the construction of this Contract and the rights and liabilities of the parties shall be determined in accordance with the laws of the District of Columbia, excluding, however, choice of laws rules.

REDACTED

24. INTERPRETATION

The Recitals to this Contract are incorporated in and made a material part of this Contract. The paragraph headings used in this Contract are for reference and convenience only and shall not enter into the interpretation of this Contract. Wherever this Contract requires the computation of time from or after a particular triggering date, the triggering date shall not be included in the computation. If any date upon which action is required under this Contract shall be a Saturday, Sunday or legal holiday, the date for such action shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday. This Contract represents the results of bargaining and negotiations between the parties and of a combined draftsmanship effort. Consequently, Seller and Purchaser expressly waive and disclaim, in connection with the interpretation of this Contract, any rule of law requiring that ambiguous or conflicting terms be construed against the party whose attorney prepared this Contract or any earlier draft of this Contract. The date of this Contract shall be the latest date beneath the signature lines for Seller and Purchaser set forth on the signature page of this Contract and shall be inserted into the first paragraph of this Contract.

25. BINDING EFFECT

All of the covenants, conditions and obligations contained in this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of Seller and Purchaser.

26. ASSIGNMENT

Purchaser may not assign this Contract without the consent of Seller; provided, however, Purchaser may assign this Contract without the consent of Seller to one or more corporations, partnerships, limited liability companies or other entities, provided that such entities are controlled or managed by principals or affiliates of, or funds invested with or managed by [REDACTED] (d/b/a [REDACTED]) (or affiliates thereof) or its principals. Upon any assignment that does not require the consent of Seller as provided in this Paragraph, Purchaser shall promptly notify Seller in writing of such assignment and the assigning party then named as Purchaser herein shall be released from further liability under this Contract.

[SIGNATURE PAGE FOLLOWS]

REDACTED

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed.

WITNESS:

SELLER:

KINGS CREEK LLC,
a District of Columbia limited liability company

By: M. Dyer [SEAL]

Name: Michael Dyer

Title: CoO, Kings Creek, LLC

Date: 1-3-2012

WITNESS:

PURCHASER:

By: _____

By: _____

Name: _____

Title: _____

Date: _____

REDACTED

ESCROW CONSENT AND ACKNOWLEDGEMENT

The undersigned agrees to act as the Escrow Agent for the transaction described in the foregoing Contract as provided therein. The escrow provisions in the Contract are hereby agreed by the undersigned. The Deposit shall be held and delivered in accordance with the terms of the Contract.

[REDACTED]

By: _____
Name:
Title:

[REDACTED]

REDACTED

EXHIBIT "A"

LEGAL DESCRIPTION

All that land in the city of Washington, District of Columbia, and more particularly described as follows:

PARCEL ONE:

Lot numbered One Hundred Three (103) in Square numbered Twenty-five Hundred Sixty-three (2563), in a subdivision made by 2329 Champlain Street Limited Partnership, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 181 at folio 11.

NOTE: Being identified for purposes of taxation and assessment purposes as Lot 103 in Square 2563.

BEING and intended to be all the same property conveyed to KINGS CREEK, LLC, a District of Columbia limited liability company, per Deed recorded June 29, 2000 as Instrument No. 59980 as more particularly described on Attachment "A" attached.

PARCEL TWO:

Lot 816 in Square 2563 and being more particularly described on Attachment "B" attached.

NOTE: Being identified for purposes of taxation and assessment purposes as Lot 816 in Square 2563.

BEING and intended to be all the same property conveyed to KINGS CREEK, LLC, a District of Columbia limited liability company, per Deed recorded July 26, 2005 as Instrument No. 103085.

[REDACTED]

REDACTED

EXHIBIT "B"

ESCROW PROVISIONS

1. Investment and Use of Funds. The Escrow Agent shall invest the Deposit in a separate, interest-bearing bank account and shall not commingle the Deposit with any other funds of the Escrow Agent or others, and shall promptly provide Seller and Purchaser with confirmation of the deposit made. The Escrow Agent shall disburse the Deposit expressly in accordance with the terms this Contract.

2. Termination. Upon a termination of this Contract, either party to this Contract (the "Terminating Party") may give written notice to the Escrow Agent and the other party (the "Non-Terminating Party") of such termination and the reason for such termination. Such notice shall also contain a request for the release of the Deposit to the Terminating Party if the Terminating Party intends to request same. The Non-Terminating Party shall then have ten (10) days after its receipt of the notice in which to object in writing to the release of the Deposit to the Terminating Party. Such written objection shall be provided by the Non-Terminating Party to the Terminating Party and the Escrow Agent. If the Non-Terminating Party provides such an objection, then the Escrow Agent shall retain the Deposit until it receives written instructions executed by both Seller and Purchaser as to the disposition and disbursement of the Deposit or until ordered by a final arbitration decision or a final court order, decree or judgment to deliver the Deposit to a particular party. Upon such event, the Deposit shall be delivered in accordance with such instruction, decision, order, decree or judgment. For the purposes of this Paragraph, "final" means not subject to appeal.

3. Termination During Study Period. Despite any provision to the contrary set forth in this Exhibit and pursuant to the terms of Paragraph 3(c) of this Contract, if Purchaser terminates this Contract within the Study Period, Seller shall not have any right to object to the release of the Deposit to Purchaser and the Escrow Agent, promptly after receipt of a copy of the notice of termination, shall deliver the Deposit to Purchaser.

4. Interpleader. Seller and Purchaser mutually agree that in the event of any controversy regarding the Deposit, unless mutual written instructions are received by the Escrow Agent directing the Deposit's disposition, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Deposit or, at the Escrow Agent's option, the Escrow Agent may interplead all parties and deliver the Deposit to a court of competent jurisdiction and then the Escrow Agent shall be relieved of any responsibility for the Deposit.

5. Liability of Escrow Agent. The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent, when acting as such, shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part

[REDACTED]

REDACTED

EXHIBIT "C"

LIST OF ENVIRONMENTAL REPORTS

[REDACTED]

REDACTED

taken or made in good faith and shall be liable only for its grossly negligent acts or willful misconduct.

6. Escrow Fee. The Escrow Agent shall not be entitled to any compensation for performing its services as Escrow Agent.

7. Resignation of Escrow Agent. The Escrow Agent may resign upon fourteen (14) days prior written notice to the parties to their addresses set forth in this Contract. If a successor escrow agent is not appointed within the fourteen (14) day period following such resignation (by mutual agreement of the parties), then the Escrow Agent or any party may petition a court of competent jurisdiction to name a successor. The costs of such action shall be paid by Seller and Purchaser on an equal basis.

████████████████████

REDACTED

FIRST AMENDMENT TO REAL ESTATE SALES CONTRACT

THIS FIRST AMENDMENT TO REAL ESTATE SALES CONTRACT (this "Amendment") is made as of this first day of March, 2012, by and between **KINGS CREEK, LLC**, a District of Columbia limited liability company (the "Seller"), and [REDACTED] a Delaware limited liability company, or its assigns ("Purchaser").

RECITALS

A. Seller and Purchaser previously entered into that certain Real Estate Sales Contract dated as of January 4, 2012 (the "Contract"), whereby Seller agreed to sell and Purchaser agreed to purchase the Property, as more particularly described in the Contract.

B. Seller and Purchaser now desire to amend the terms of the Contract in order to extend the Study Period and to make other modifications to terms of the Contract, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. Unless otherwise defined in this Amendment, all defined terms shall have the same meaning as set forth in the Contract.

2. Study Period. The Study Period shall be extended until 5:00 p.m. Eastern Standard Time on the day that is the earlier of a) April 15, 2012, or b) the date that is ten (10) business days after Purchaser receives the D.C. Department of the Environment's ("DDOE") written response ("Response") to the "RBCA" submission to DDOE made on behalf of [REDACTED] (or an affiliate) that is expected to be submitted to DDOE on or about February 29, 2012, ~~which Response shall be reasonably acceptable to Purchaser~~. Seller shall deliver to Purchaser upon Seller's receipt thereof, a copy of the Response. Within ten (10) business days after receipt by Purchaser of a copy of the Response, Purchaser shall notify Seller in writing (the "RBCA Response Notice") whether such Response is acceptable to Purchaser. If Purchaser fails to timely deliver its RBCA Response Notice, it shall be deemed that Purchaser asserts that the Response is not reasonably acceptable. If Purchaser states, or is deemed to state, that it does not find the Response reasonably acceptable, either party hereto thereafter may elect to terminate this Agreement by written notice to the other party, provided that Seller shall have the right to contest any termination election by Purchaser on the basis that Purchaser is acting unreasonably in refusing to accept the terms of the Response.

3. Title. In accordance with Paragraph 4 of the Contract, Purchaser has obtained and reviewed the Title Commitment with respect to the Property. Purchaser accepts all matters identified in the Title Commitment as Permitted Exceptions, with the exception of any matters described in Paragraph 4(b)(iv) of the Contract.

4. Time and Place of Settlement. Paragraph 7(a) of the Contract is deleted in its entirety and replaced with the following:

(a) Settlement on the Property ("Settlement") shall occur no later than June

[REDACTED]

REDACTED

EXHIBIT "D"

**PARTIAL LIST OF MATERIALS TO BE DELIVERED
TO PURCHASER BY SELLER**

With respect to the Property: (a) an "as built" survey, if available, (b) Seller's ALTA title insurance policy, together with copies of all title exceptions referenced, (c) building plans and specifications, (d) materials related to any governmental correspondence or governmental programs to which the Property or the Seller are subject, (e) a current rent roll certified to be correct by Seller and exemplary tenant leases, (f) income and expense statements for the year to date and for the prior 3 calendar years, (g) licenses, permits, and approvals, including all required certificates of occupancy, (h) subsisting warranties, (i) service, supply and maintenance contracts, (j) insurance policies, (k) environmental reports, (l) covenants applicable to the Property, (m) tenant files, (n) management contracts, (o) leasing commission agreements, (p) the most recent real and personal property tax bills and notices of assessment, (q) soils studies, site plans, engineering plans and studies, landscape plans, and floor plans (r) marketing studies and leasing prospect information, (s) notices from governmental authorities and insurance carriers or rating bureaus received within the past 12 months, (t) invoices for all repairs performed within the past 24 months, (u) all proffers to governmental authorities applicable to the Property, (v) all warranties available to Purchaser at closing, and (w) all other records, reports, financial data, and information relating to the Property and in the possession or control of Seller or its agents.

[REDACTED]

REDACTED

30, 2012. Settlement shall take place at such location in the Washington D.C. metropolitan area and at such hour as are designated in writing by Purchaser to Seller at least seven (7) days before the Settlement.

5. Miscellaneous.

(a) Except as expressly amended pursuant to the terms of this Amendment, the Contract shall remain in full force and effect in accordance with its original terms, and Seller and Purchaser hereby ratify the Contract as amended pursuant to this Amendment.

(b) If any of the provisions of this Amendment conflict with the provisions of the Contract, the provisions of this Amendment shall govern and control.

(c) To facilitate execution, this Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement. Execution and delivery of this Amendment by facsimile or by PDF copy by electronic mail shall be sufficient for all purposes and shall be binding on any person who so executes.

[SIGNATURE PAGE FOLLOWS]

REDACTED

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Amendment as of the day and year first written above.

WITNESS:

Karen Smith

SELLER:

KINGS CREEK, LLC,
a District of Columbia limited liability company

By: [Signature] [SEAL]

Name: Michael Dyer

Title: Authorized Person

Date: 3/5/12

WITNESS:

PURCHASER:

By: [Redacted]

By:

Name:

Title:

Date:

REDACTED

SECOND AMENDMENT TO REAL ESTATE SALES CONTRACT

THIS SECOND AMENDMENT TO REAL ESTATE SALES CONTRACT (this "Second Amendment") is made as of this 13 day of April, 2012, by and between **KINGS CREEK, LLC**, a District of Columbia limited liability company (the "Seller"), and [REDACTED] a Delaware limited liability company, or its assigns ("Purchaser").

RECITALS

A. Seller and Purchaser previously entered into that certain Real Estate Sales Contract dated as of January 4, 2012, as amended by First Amendment to Real Estate Sales Contract dated as of March 1, 2012 (as amended, the "Contract"), whereby Seller agreed to sell and Purchaser agreed to purchase the Property, as more particularly described in the Contract.

B. Seller and Purchaser now desire to amend the terms of the Contract in order to extend the Study Period, as more particularly set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. Unless otherwise defined in this Second Amendment, all defined terms shall have the same meaning as set forth in the Contract.

2. Study Period. The Study Period shall be extended to May 15, 2012.

3. Miscellaneous.

(a) Except as expressly amended pursuant to the terms of this Second Amendment, the Contract shall remain in full force and effect in accordance with its original terms, and Seller and Purchaser hereby ratify the Contract as amended pursuant to this Second Amendment.

(b) If any of the provisions of this Second Amendment conflict with the provisions of the Contract, the provisions of this Second Amendment shall govern and control.

(c) To facilitate execution, this Second Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement. Execution and delivery of this Second Amendment by facsimile or by PDF copy by electronic mail shall be sufficient for all purposes and shall be binding on any person who so executes.

[SIGNATURE PAGE FOLLOWS]

[REDACTED]

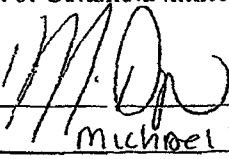
REDACTED

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Second Amendment as of the day and year first written above.

WITNESS:

SELLER:

KINGS CREEK, LLC,
a District of Columbia limited liability company

By:  [SEAL]

Name: Michael Dyer

Title: COO, LLC

Date: 4/16/12

WITNESS:

PURCHASER:

[REDACTED]
a Delaware limited liability company

By: [REDACTED]

By:

Name:

Title:

Date:

REDACTED

THIRD AMENDMENT TO REAL ESTATE SALES CONTRACT

THIS THIRD AMENDMENT TO REAL ESTATE SALES CONTRACT (this "Third Amendment") is made as of this 15th day of May, 2012, by and between **KINGS CREEK, LLC**, a District of Columbia limited liability company (the "Seller"), and [REDACTED], a Delaware limited liability company, or its assigns ("Purchaser").

RECITALS

A. Seller and Purchaser previously entered into that certain Real Estate Sales Contract dated as of January 4, 2012, as amended by First Amendment to Real Estate Sales Contract dated as of March 1, 2012 and Second Amendment to Real Estate Sales Contract dated as of April 13, 2012 (as amended, the "Contract"), whereby Seller agreed to sell and Purchaser agreed to purchase the Property, as more particularly described in the Contract.

B. Seller and Purchaser now desire to amend the terms of the Contract in order to extend the Study Period, as more particularly set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. Unless otherwise defined in this Third Amendment, all defined terms shall have the same meaning as set forth in the Contract.

2. Study Period. The Study Period shall be extended to close of business on June 29, 2012.

3. Time and Place of Settlement.

(a) Paragraph 7(a) of the Contract is deleted in its entirety and replaced with the following:

"Settlement on the Property ("Settlement") shall occur no later than July 16, 2012. Settlement shall take place at such location in the Washington, D.C. metropolitan area and at such hour as is designated in writing by Purchaser to Seller at least three (3) days before Settlement. In the event Settlement does not occur by July 5, 2012, then the Purchase Price shall be increased by [REDACTED] per day beginning on July 6, 2012 until the date that Settlement occurs." Notwithstanding the foregoing, Seller does not consent to any extension of the Settlement date beyond July 16, 2012.

(b) The phrase "ten (10) days" in the first sentence in Paragraph 7(b) of the Contract is deleted and replaced with the phrase "three (3) days".

4. Miscellaneous.

(a) Except as expressly amended pursuant to the terms of this Third Amendment, the Contract shall remain in full force and effect in accordance with its original

[REDACTED]

REDACTED

terms, and Seller and Purchaser hereby ratify the Contract as amended pursuant to this Third Amendment.

(b) If any of the provisions of this Third Amendment conflict with the provisions of the Contract, the provisions of this Third Amendment shall govern and control.

(c) To facilitate execution, this Third Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement. Execution and delivery of this Third Amendment by facsimile or by PDF copy by electronic mail shall be sufficient for all purposes and shall be binding on any person who so executes.

[SIGNATURE PAGE FOLLOWS]

REDACTED

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Third Amendment as of the day and year first written above.

WITNESS:

Susan V Dyer

SELLER:

KINGS CREEK, LLC,
a District of Columbia limited liability company

By: M. Dyer [SEAL]

Name: Michael Dyer

Title: Authorized agent

Date: 5/15/12

WITNESS:

PURCHASER:

By: _____

By: _____

Name: _____

Title: _____

Date: _____

3

[REDACTED]

REDACTED

October 9, 2012

Mr. Robert C. Meehling
CBRE, Inc
750 9th Street, NW, Suite 900
Washington, DC 20001

Re: 2329 / 2335 Champlain Street NW, Washington D.C.

Dear Bobby,

[REDACTED] is pleased to submit this proposal to purchase the subject property located in Adams Morgan, Washington D.C. [REDACTED] is a building and development company owned by the principals of [REDACTED] and [REDACTED]. The purpose of this proposal is to describe the basic terms upon which Purchaser would agree to purchase the subject property.

1. Property:

The Property to be purchased is Square 2563, Lots 103 and 816 Washington D.C. zoned R-5-B in the Reed Cooke Overlay and consists of an existing 18,000 square foot warehouse with a Board of Zoning Adjustment approved concept plan for 31 multifamily units totaling 28,699 square feet gross floor area. The Seller shall convey ownership of all plans, specifications and approvals for the project at Closing. The approvals include but are not limited to BZA Application Number 17431 ordered November 28, 2006, Application 17431-A ordered December 2, 2008, and Application 18167/17431-B ordered March 23, 2011 (collectively the "BZA Approvals").

2. Purchase Price: [REDACTED]

3. Deposit:

Within five (5) business days after execution of this Letter our office will place with the Escrow Agent Cash or a Letter of Credit Deposit in the amount of [REDACTED] ("Initial Deposit"). At the expiration of the Feasibility Period, Purchaser shall replace the Initial Deposit with cash or a Letter of Credit in the amount of [REDACTED] ("Deposit").

4. Feasibility Period:

Purchaser shall have Thirty (30) calendar days after the execution and delivery of a Purchase and Sale Agreement to conduct economic, engineering, zoning, environmental and other feasibility studies on and with respect to the Property (the "Feasibility Period"). Seller shall deliver all Plans, Reports and Studies relating to the subject property to the Purchaser before proceeding with the Feasibility Period, at no cost to the Purchaser. In the event the Purchaser determines in its sole discretion that the acquisition of the Property is not feasible, then Purchaser shall so notify Seller not later than the end of Feasibility Period, whereupon the Deposit shall be returned to Purchaser in full and the Agreement shall be canceled.

[REDACTED]

[REDACTED]

[REDACTED]

5. Environmental:

The Property is known to have certain environmental contamination as described in the Environ Corrective Action Plan dated May 24, 2005 (the "CAP"). Purchaser shall obtain all D.C. government approvals of the CAP and all other environmental remediation plans required for Purchaser's intended development plan ("DC Environmental Closure").

6. Closing:

Closing for the Property shall occur by the later of (a) thirty (30) calendar days following the expiration of the Feasibility Period or (b) thirty (30) calendar days following DC Environmental Closure. Purchaser and Seller shall share equally all transfer and recordation fees. Each party shall pay its own attorney's fees.

7. Closing Conditions:

The conditions that must be met at Closing include, but are not limited to, the following:

- Title to the Property shall be good and marketable, at standard rates.
- The Property shall be delivered free and clear of any deeds of trust, mortgages or liens.
- The Property shall not be adversely affected by any environmental or hazardous material contamination beyond those identified in the CAP.
- Seller shall have acquired DC Environmental Closure.

8. Brokers:

With respect to this transaction, Seller and Purchaser each warrant to the other that neither has dealt with any Agent, Broker or Finder other than CBRE who shall be paid by Seller pursuant to a separate agreement.

Both parties agree to proceed diligently to execute a formal Purchase and Sale Agreement within thirty (30) calendar days following the execution of this non-binding offer reflecting, but not limited to, the terms and conditions herein. This Letter of Intent shall be construed as a non-binding contract. Execution of a formal Purchase and Sale Agreement shall be a condition precedent to the creation of a binding contract. From and after the date of acceptance of this Letter, you agree to negotiate in good faith and not to conduct discussions or enter into any agreements with other parties regarding the Property for a period of thirty (30) days.

If you agree to the foregoing terms of the proposal, we request that you indicate so by signing in the space provided below and returning it to the undersigned on or before October 19, 2012.

REDACTED

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Thank you for the opportunity to submit this Letter and we look forward to working with you to finalize this transaction.

Very truly yours,

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Agreed and Accepted:

Seller: _____

By: _____

Title: _____

Date: _____

CBRE:

By: _____

Title: _____

Date: _____

REDACTED

Re: Letter of Intent for 2329 and 2335 Champlain Street, NW, Washington, DC

This Letter of Intent shall serve as an outline of the terms and conditions under which [REDACTED] or his assignee or designee ("Purchaser") proposes to purchase the above-referenced property from Kings Creek LLC & G LLC ("Seller").

1. **Purchase Price:** [REDACTED] paid in cash. The Purchase Price for the Property shall also include:

- i) All licenses, permits, authorizations and approvals issued by governmental authorities respecting the Property;
- ii) All plans, specifications and survey respecting the Property;
- iii) All rights, title, interest, privileges and appurtenances that are in any way related to or used in connection with the Property;

REDACTED

2. **Deposit:** On the date of full execution of a formal purchase agreement reflecting, among other things, the terms of this Letter of Intent ("Purchase Agreement"), Purchaser will deliver to [REDACTED] (the "Escrow Agent"), a refundable Deposit, in cash or Letter of Credit, of [REDACTED] to be deposited by Escrow Agent in an interest-bearing account acceptable to Purchaser and Seller. The Deposit, plus accrued interest, will be promptly refunded to Purchaser if: (a) Purchaser elects, in its sole discretion, to terminate the transaction during the Study Period (hereinafter defined); or (b) Seller breaches its obligations under the Purchase Agreement.
3. **Purchaser's Assumptions:** Purchaser's understanding is that Seller has full authority to sell the Property to Purchaser pursuant to the terms of this Letter of Intent and the Property will be delivered free and clear of all debt.
4. **Study Period:** The Study Period will commence on the day after execution of the Purchase Agreement ("Study Period Commencement Date") and will end at 5:00 p.m. on the first business day following the date that is forty five (45) days after the Study Period Commencement Date. Seller will deliver all relevant documents listed in Exhibit B. During the Study Period, Purchaser may conduct such studies and investigations of the Property as Purchaser deems desirable, at Purchaser's sole cost and expense. If Purchaser is dissatisfied with the Property for any reason as a result of its studies and investigations then Purchaser may terminate the Purchase Agreement by providing written notice thereof to Seller at any time prior to the expiration of the Study Period. In connection with such studies and investigations, Purchaser agrees as follows: (a) Purchaser will use good faith efforts to minimize damage to the Property; (b) Purchaser will use good faith efforts to minimize any interference with the operation of the Property by Seller; (c) Purchaser will give Seller reasonable notice and the opportunity to accompany Purchaser prior to entering onto the Property.
5. **Settlement:** Settlement will occur on the date that is no later than fifteen (15) days after the Conditions to Closing have been satisfied.
6. **Closing Costs and Adjustments:** Seller and Purchaser will equally share the cost of recordation and transfer taxes. Purchaser will pay the cost of title insurance and a property survey update. Each party will pay its own legal fees incurred in connection with the sale of the Property. Real estate taxes, utility charges, rents, and all other adjustments will be prorated between the parties as of the Settlement date.
7. **Representations and Warranties:** Seller will make all customary representations and warranties regarding the physical, environmental or other conditions of the Property.
8. **Conditions to Closing:** Purchaser's obligation to purchase the Property is conditioned upon normal and customary conditions to closing.

REDACTED

9. **Brokerage:** Seller and Purchaser will acknowledge that CBRE, is the only broker involved in this transaction and that any commission earned on this transaction will be paid to the broker by the Seller upon Settlement. Seller and Purchaser will each indemnify the other against claims resulting from breach of the foregoing.
10. **Assignability:** Purchaser may assign or delegate any or all of its rights or obligations under this Letter of Intent or Purchase Agreement to a Purchaser-controlled subsidiary or affiliate, as applicable, without Seller's consent.
11. **Non-binding:** This letter is solely intended as a general statement of the terms of a proposed Purchase Agreement and, notwithstanding anything contained herein, neither party shall be under a binding obligation to the other unless and until a written Purchase Agreement is finalized between the parties. Neither party shall have any legal obligation to the other in the event that the Purchase Agreement contemplated herein is not consummated for any reason. This letter, and discussions between the parties respecting the proposed Purchase Agreement described herein, shall not serve as a basis for a claim against either party or any officer, director or agent of either party.

We look forward to working with you in the future. Should you have any questions, please contact us.

Sincerely,

Sincerely,

cc: 

Letter of Intent
Page 4 of 5

EXHIBIT A

2329 and 2335 Champlain Street, NW, Washington, DC
Legal description to be provided by Seller

EXHIBIT B

Seller shall use best efforts to deliver the following if in Seller's possession:

1. Copies of all leases, rental agreements, amendments and any side agreements with tenants, if any.
2. Most recent property survey.
3. Owner's Title Policy (with copies of Schedule B exception instruments).
4. Phase I Environmental Site Assessment report(s), asbestos survey(s) and any other hazard material report(s).
5. Any engineering reports.
6. As-Built Architectural, Engineering and Structural plans, preferably in CAD form.
7. List of utility providers, including contact names and phone numbers.
8. Copies of all service contracts, and any other contracts affecting the Property.
9. Copies of real estate tax bills for the last two (2) years, and any tax appeal work product.
10. Proof of property and liability insurance, and a list describing all outstanding claims.
11. Operating statements for the past three (3) years, if any.
12. Copies of existing loan documents
13. Copies of all development plans submitted to or approved by the Governmental Authority.

[REDACTED]

REDACTED

November 13, 2012

Mr. Robert C. Meehling
CB Richard Ellis
750 9th Street, NW
Suite 900
Washington, DC 20001

Re: Two parcels of developable residential land, zoned R-5-B and located at 2329/2335 Champlain Street NW in Washington, D.C. with square number 2563 and lot numbers 103 & 816 in the District of Columbia land records (collectively, the "Property").

Dear Bobby,

I submit this letter ("LOI") expressing the interest of [REDACTED] on behalf of itself or its affiliates (hereinafter "Purchaser") in acquiring the Property, which consists of two (2) parcels of land comprising 9,431 square feet and 1,008 square feet respectively, plus all related land and improvements, including the on-going site and/or building improvements, personal property, and intangible property, including, but not limited to, all entitlements, permits, proposals, petitions and studies. This letter is being submitted to the owners of record of the Property (hereinafter "Seller"), subject to the following terms and conditions:

1. The purchase price will be paid in cash at closing and will be [REDACTED]
 - a. The purchase price for the Property shall be subject to customary pro-rations and adjustments payable in cash at closing, including, but not limited to, full real estate taxes payable for the year of closing, security deposits (including interest if required), rental payments, utilities and other standard operating expenses.
2. The obligations of the parties as expressed in this LOI are subject to the following conditions:
 - a. The execution of a definitive Purchase and Sale Contract (the "Agreement") containing terms and conditions consistent with the terms stated herein and such other terms and conditions as are deemed appropriate by Purchaser and Seller and are customary in transactions of this type.
 - b. Within five (5) business days after execution of the Agreement, Purchaser shall deposit [REDACTED] refundable earnest money (the "Initial Deposit") with an agent of a Title Insurance

Company selected by Purchaser ("Title Company"), in an escrow account (the "Escrow").

- c. Purchaser, its agents and employees, shall have forty five (45) business days from the later to occur of the date of delivery of the diligence items (the "Diligence Items") or execution of the Agreement (the "Due Diligence Period") to review and inspect all aspects of the Property. If Purchaser, in its sole and absolute discretion, determines during the Due Diligence Period that any aspect of the Property is not satisfactory, then upon written notice to Seller received on or before 6:00 pm eastern time on the date the Due Diligence Period expires, Purchaser shall have the right to terminate the Agreement, in which event the Agreement shall be of no further force and effect and Purchaser's earnest money and any interest earned thereon shall be immediately returned to Purchaser.
3. The purchase price in paragraph one is based upon the following assumptions:
 - i) Any environmental contamination abatement measures and/or related site work which are required to be completed on the Property will be promptly completed with no cost to the Purchaser.
 - ii) The closing of the transaction contemplated hereby shall occur forty five (45) days after the release of a Case Closure Letter.
4. Transfer and recordation taxes will be split between the Purchaser and the Seller. Each party will pay its own legal fees.
5. The Agreement will include the usual representations and warranties expected of a seller of real estate similar to the Property.
6. Purchaser and Seller each acknowledge that a transaction of this nature involves terms and conditions which have not yet been agreed upon and that this LOI is in no way intended to be a complete or definitive statement of all of the terms and conditions of the proposed transaction, but contemplates and is subject to negotiation and execution of the Agreement. This LOI is not a legally binding agreement and is intended only to reflect the intent of the parties to proceed in good faith in accordance with the terms set forth herein.
7. Seller shall prepare and forward a Purchase and Sale Agreement to Purchaser, for review by Purchaser and its counsel within five (5) business days of the full execution of this LOI. The parties agree to work with each other in good faith to execute the Agreement within thirty (30) business days following the date the Purchase Agreement is presented to Purchaser.
8. Both Purchaser and Seller warrant they have not dealt with any brokers in this matter other than Robert C. Meehling of CB Richard Ellis and shall indemnify

REDACTED

Page 3

and hold each other harmless against any and all claims and expenses resulting from a claim by any other party entitled to a commission.

9. Both parties agree that the Purchaser and Seller shall right to perform, at its option, an IRS 1031 tax exchange on this transaction. Both parties agree to complete any reasonable documentation required by the other for said exchange. The cost of said documentation will be born by the Purchaser. This contract may be assigned to a qualified intermediary, solely for the purpose of completing the 1031 tax exchange. Title, however, will be conveyed directly from the Owner/Exchanger to the Buyer in accordance with Ruling 90-34 except, however, Seller may transfer the property to a separate entity as part of an exchange.
10. The Property will be delivered free and clear of any existing debt.
11. Purchaser and Seller represent and warrant to each other that he or she is fully empowered and authorized to execute and deliver this LOI, and that the individual signing this LOI on its behalf is fully empowered and authorized to do so.

This LOI may be executed in two counterparts, each of which shall be an original and both of which, when taken together, shall constitute one instrument.

We look forward to working together toward the closing of this transaction. Please indicate acceptance of the terms contained above by signing this letter and returning it to me. This proposal shall expire by its own terms at 6:00 p.m. eastern time, on Friday, November 23, 2012 in the event the Purchaser has not received a countersigned LOI on or before such date and time.

Sincerely,

[REDACTED]

[REDACTED]

cc:

[REDACTED]

ACCEPTED AND AGREED TO
THIS _____ DAY OF _____, 2012

By: _____

By: _____ in his or her capacity as either General Partner or Manager of
the entities comprised within the Property .

REDACTED

November 20, 2012

Mr. Bobby Meehling
CB Richard Ellis
750 9th Street N.W.
Washington, DC 20001

Re: Brass Knob Building Letter of Intent to Purchase.

Dear Bobby,

Thank you for speaking with me regarding the sale and purchase of 2329 Champlain Street, NW, Washington, DC 20009.

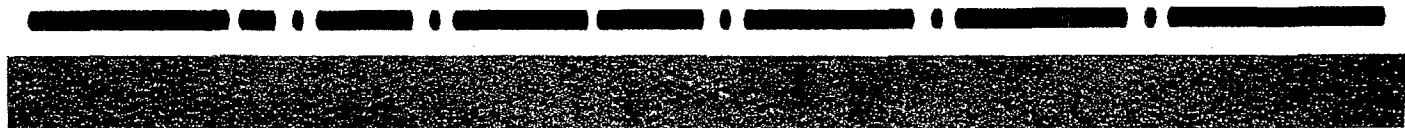
We would like to submit an offer to purchase the property based on the following parameters:

Purchase Price Matrix:

PURCHASE PRICE	Owner Equity	I.R.	1 yr. Interest	2 yr. Interest

General Terms:

- 1) Thirty day Study Period posting [REDACTED] Earnest Money. Initial Earnest Money is refundable for any reason within the Study Period.
- 2) Seller to make available to Purchaser all information and communications related to the property.
- 3) Purchaser to supply proof of ability to perform within Study Period acceptable to Seller.



REDACTED

- 4) Should Purchaser choose to proceed at expiration of Study Period, additional Earnest Money Deposit of [REDACTED] to be posted, preferably using a Letter of Credit for all, or part. Total Earnest Money deposit of [REDACTED]
- 5) Closing to occur within 60 Days of the Seller receiving acceptable DDOE confirmation of Corrective Action Plan, but not within 90 days of the completion of the Study Period.
- 6) Seller to make best efforts to obtain DDOE approval.
- 7) Purchaser to be directly involved with DDOE approval process and communications with [REDACTED]
- 8) Purchaser shall have ten days to review the final DDOE order, and in Purchasers sole discretion, may accept, reject, or seek modifications to the approval.
- 9) Purchaser has the option to withdraw at 180 days from completion of review period if Owner does not obtain DDOE Clearance.
- 10) Purchase Agreement to be assignable to [REDACTED] related entities.

We hope that these terms are acceptable to your client. We look forward to taking the next steps toward a Purchase Agreement.

Regards,

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

4

GOVERNMENT OF THE DISTRICT OF COLUMBIA
District Department of the Environment



Toxic Substances Division

Underground Storage Tank Branch

June 21, 2012

Mr. Nick Onufrak
Program Manager
BP Products of North America Inc.
1 West Pennsylvania Ave, Suite 440
Towson, Maryland 21204

DIRECTIVE LETTER

FACILITY NAME: BP Site #15635005 (Former Amoco)
FACILITY ADDRESS: 2329 Champlain Street, NW
FACILITY ID #: 9000347
LUSTCASE #: 96074

Dear Mr. Onufrak:

The District Department of the Environment, Underground Storage Tank (UST) Branch, is issuing this directive pursuant to the District of Columbia Underground Storage Tank Management Act of 1990 (UST Act), as amended, D.C. Law 8-842; D.C. Code § 6-995; and the District of Columbia Underground Storage Tank (UST) Regulations, 20 DCMR Chapters 55-70, effective October 1, 1999 (46 DCR 7699), where BP Products of North America, Inc. (BP) is the Responsible Party (RP) for the release of a regulated substance from the UST system.

This office has reviewed the District of Columbia Risk Based Corrective Action (DCRBCA) Report dated February 29, 2012 prepared by Groundwater and Environmental Services (GES) on behalf of BP, the Laser Induced Fluorescence (LIF) direct sensing survey and Membrane Interface Probe (MIP) report dated January 26, 2012 submitted under a separate cover as well as the May 18, 2012 Revised DCRBCA Report prepared by GES. This office also considered the details of the June 7, 2012 meeting between the responsible party (RP), the current property owner and the prospective buyer of the property as well as other pertinent information pertaining to the release of a regulated substance from the former underground storage tanks system. The DCRBCA considers both options of future development with the possibility that development may be delayed for unforeseen reasons (Scenario 1) and future development (Scenario 2).

Based on the information reviewed in the above referenced reports, the information discussed during the June 7, 2012 meeting as well as the data presented in the June 13, 2012 Revised DCRBCA Supplemental Information letter report, please see the following comments:

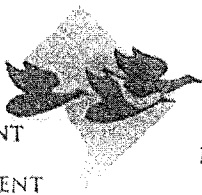
- The Representative Soil Concentration data presented in the Revised DCRBCA Report Form 28 was calculated using only two (2) soil borings; SB-1 and SB-2, while omitting previously collected soil data. Please complete an on-site soil investigation in the apparent "source area" so that representative data collected can be used to calculate the current Representative Soil Concentrations that exist on-site.



- The DCRBCA Form 16 Page 4 of 6 indicates that the indoor air inhalation of vapor exposure pathway for the off-site residential receptors is not complete “**assuming that the adjacent building was constructed with engineering controls at the time of development.** While this is true for the property immediately down gradient of the Site, the indoor air inhalation of vapor exposure pathway for the off-site residential and commercial receptors, excluding the property immediately down-gradient of the Site remains uninvestigated. Please complete off-site investigation to confirm that the indoor air inhalation of vapor exposure pathway is not complete for the off-site receptors.
- Please provide backup documentation to support the Representative Groundwater Concentrations used in the May 18, 2012 Revised DCRBCA Report.

Based on the above detailed information, BP, as the RP for the release of a regulated substance from the former UST system is hereby required to complete the following:

1. Submit a **Subsurface Investigation Report** to determine the nature and extent of the on-site hydrocarbon impacts in soil. This data will be used in lieu of the data previously used (SB-1 and SB-2) and will also be used to calculate the on-site Representative Soil Concentrations. The **Subsurface Investigation Report** will also determine the extent of both off-site groundwater and soil vapor contamination.
2. Submit a **work plan** that defines the scope, schedule and approaches for the task required for the on-site and off-site assessment. It should also include a site diagram depicting the placement of all borings and/or wells. The **sampling work plan should show** the position of existing and new ground water monitoring wells and soil vapor point locations as well as ground water flow direction, and soil sampling locations. The wells and sampling locations must be positioned so that samples taken from them accurately represent the nature and extent of contamination associated with the release of petroleum product(s) on the property.
3. Include a field investigative report focusing on details critical to the evaluation of the extent of the contamination. This task may include the on-site and off-site soil borings, probes, soil gas surveys and monitoring wells, along with appropriate tests to characterize the stratigraphy, lithology, temporal and spatial variability of the **potentiometric surfaces and groundwater flow direction** and tabulate borings and well construction information.
4. **Within 30 calendar days of DDOE’s approval of the sampling work plan**, complete soil, ground water and soil vapor sampling using EPA-approved sampling methods, from the locations identified in the DDOE-approved sampling work plan, testing for MTBE, TPH-DRO, and TPH-GRO and **submit a site assessment report/case closure report** to DDOE, which includes the sampling results.
5. **Within 45 calendar days of submission of the site assessment report**, if the contamination levels are found to be higher than DDOE’s regulatory standards, **prepare and submit a Corrective Action Plan (CAP)** for DDOE approval, that proposes a remedial strategy to address the contamination in the soil, soil vapor and ground water. The CAP must be prepared in accordance with the provisions of 20 DCMR § 6207.
6. **Within 30 calendar days of DDOE’s approval of the CAP**, begin implementation of the CAP on the property, pursuant to 20 DCMR § 6207.



This office understands that engineering controls will be put in place to mitigate hydrocarbon impacts currently identified in soil located on-site. Case closure and issuance of a No Further Action letter by DDOE shall be contingent upon all closure requirements being met, such as proper abandonment of monitoring wells and removal of equipment from the property (see 20 DCMR § 6211 for a detailed listing of closure requirements).

Any requests for extensions of time in which to complete each of the tasks listed above must be received by our office in writing, no later than ten (10) days before the prescribed deadline. DDOE reserves the right to amend this schedule at any time. If and when changes are made to the schedule, you will be notified in writing of such changes.

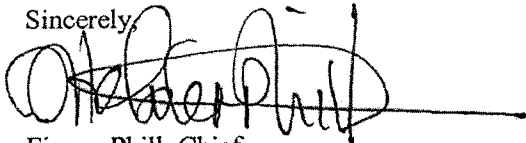
Please note that pursuant to D.C. Official Code § 8-113.08(a) and 20 DCMR § 6300, DDOE is authorized to enter the property at any reasonable time, including while remediation is in progress, to inspect, obtain copies of relevant documents, obtain samples or conduct monitoring or testing of any tanks, associated equipment, contents, surrounding soils, air, surface water or groundwater.

Should you fail to comply with this Directive within the prescribed time-frame, DDOE may regard such failure as a violation of the requirements set forth at 20 DCMR, Chapters 55 through 70, and/or the Underground Storage Tank Management Act of 1990, (D.C. Code § 8-113.01, *et seq.*). In the event of non-compliance, DDOE may seek further enforcement action and/or to compel your compliance. Alternatively, DDOE may take the corrective action itself, and commence a civil action against any responsible parties to recover the costs of any corrective action, as well as attorney's fees and interest, pursuant to § 8-113.05 of the Act and 20 DCMR, Chapter 64. Pursuant to D.C. Code § 22-2405, the making of a false statement to any District of Columbia government agency, or instrumentality, is a criminal offense punishable by criminal penalties.

This office will review the results of this assessment in accordance with the above laws and regulations to determine the necessity for additional assessment and/ or corrective action.

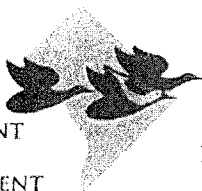
We would like to continue a positive relationship and work with your personnel to ensure that this case is appropriately closed. Please direct all inquiries on this matter to Mr. Rasathurai Thinakaran at 202-535-1329.

Sincerely,



Fianna Phill, Chief
Underground Storage Tank Branch

cc: Mr. Steve M. Slatnick, Consultant, GES (By Email)
Ms. Andrea Taylorson-Collins, Consultant, GES (By Email)
Mr. Dave Cordingley, Owner 2329 Champlain St, NW (By Email)



GOVERNMENT OF THE DISTRICT OF COLUMBIA

District Department of the Environment



Toxic Substances Division

Underground Storage Tank Branch

DIRECTIVE

August 3, 2012

Mr. Nick Onufrak
Program Manager
BP Products of North America Inc.
1 West Pennsylvania Ave, Suite 440
Towson, Maryland 21204

Re: DDOE's Comments for the Work Plan dated July 17, 2012

Address: 2329 Champlain Street, NW

Facility ID: 9000347

Lust #: 96074

Dear Mr. Onufrak:

The District Department of the Environment (DDOE), Underground Storage Tank Branch, hereby issues this Directive in reference to the property located at 2329 Champlain Street NW (the "Site") pursuant to the Underground Storage Tank Management Act of 1990 (D.C. Code § 8-113.01. et seq.), and District of Columbia Underground Storage Tank (UST) Regulations, as set forth at Title 20 of the District of Columbia Municipal Regulations, Chapters 55-70 (20 DCMR 55-70) where BP Products of North America, Inc. (BP) is the Responsible Party (RP) for the release of a regulated substance from the UST system.

This office has reviewed the Soil Boring, Soil Vapor and Monitoring Well Installation Work plan submitted on July 17, 2012 prepared by Groundwater and Environmental Services (GES) on behalf of BP. Please revise the Work plan by incorporating the following DDOE's Comments, and resubmit it for DDOE's review not later than August 17, 2012.

Geoprobe Soil Boring Installation and Sampling

- Complete the soil sampling as detailed in **Section 4.7.2** of the June 2011 District of Columbia Risk Based Corrective Action (DCRBCA) Technical Guidance Document.
- Analyze the soil samples for chemicals of concerns at depths/intervals where exceedances of the standards were observed in the previous subsurface investigations. t.
- In addition to compounds specified in the workplan, analyze the soil samples for Polycyclic Aromatic Hydrocarbons (PAHs).

Soil Vapor Sampling



- Prior to installation of soil vapor monitoring points, confirm depth to basements at nearby structures. Install additional screen interval for collecting soil vapor at a depth deeper than the observed basements.
- In addition to compounds specified in the workplan, analyze the soil vapor samples for PAHs for which Risk Based Screening Levels are available.

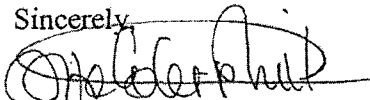
Groundwater Monitoring Well Installation

- Install one additional groundwater monitoring well west of the proposed soil vapor monitoring point and existing monitoring well MW-7 (across Champlain St).
- While advancing the soil boring collect and analyze the soil samples as detailed in the Section 4.7.2 of the June 2011 DCRBCA Technical Guidance Document.
- In addition to compounds specified in the workplan, analyze the groundwater samples from all the monitoring wells for PAHs..

We would like to continue a positive relationship and work with your personnel to ensure that this case is appropriately closed. Please direct all inquiries on this matter to Mr. Rasathurai Thinakaran at 202-535-1329.

Please do not hesitate to contact our office, should you require any clarifications.

Sincerely,



Fianna Phill, Chief
Underground Storage Tank Branch

Cc: Ms. Andrea Taylorson-Collins, Consultant, GES (By Email)
Mr. Craig Brune, Consultant, URS (By Email)
Mr. Dave Cordingley, Owner 2329 Champlain St, NW (By Email)

5



**Groundwater
& Environmental Services, Inc.**

2142 Priest Bridge Court • Suite 1 • Crofton, Maryland 21114 • (800) 220-3606 • FAX (410) 721-3733

February 29, 2012

Ms. Apurva Patil, P.E.
Toxic Substances Division, Underground Storage Tanks Branch
1200 First St. NE, 5th floor
Washington, DC 20002

Re: Risk-Based Corrective Correction Action (RBCA) Analysis Report
BP Site # 15635005 (Former Amoco)
2335 and 2329 Champlain Street, NW - LUST Case #96-074
Washington, DC, 20002

Dear Ms. Patil:

Groundwater and Environmental Services, Inc. (GES), on behalf of BP Products of North America, Inc. (BP), is submitting the attached District of Columbia (DC) Risk Based Corrective Action (RBCA) Analysis Report along with the required DCRBCA Tier I and IIA Forms for the above-referenced property.

A meeting was held with the District Department of the Environment (DDOE) on February 16, 2012, long with GES, Nick Onufrak of BP, and representatives of the current property owner (G&G, LLC) as well as the proposed property purchaser / developer of the subject site to discuss the site remediation and planned redevelopment. The meeting concluded that the subject property and the adjacent property located at 2335 & 2329 Champlain Street are planned to be redeveloped into a residential condo development. Based on the proposed redevelopment of the property the DCRBCA analysis has been completed using two different exposure scenarios to analyze the current and future risk posed tot the site.

- The first scenario (Scenario 1) assumes future development of the subject property and the adjacent property (2335 & 2329 Champlain Street) is not definitive and therefore property usage will remain as is or unoccupied as vacant Lots. Without redevelopment of these properties, RBCA exposure pathways will remain open and therefore, concentration reductions in soil and groundwater would need to be addressed.
- The second scenario (Scenario 2) and the "more likely" scenario assumes development moves forward with the plan to reconstruct the vacant buildings on the subject property and the property to the adjacent north. This construction will result in the property being converted into a residential condominium with subsurface parking and a ventilation system. This construction effort by design would include engineering controls that would eliminate exposure pathways associated to residual petroleum impacts to remain in place after redevelopment. In addition, it can be reasonably assumed that the Adam's Row



residential building located directly to the south was excavated and installed with similar engineering controls due to the presence of a subsurface parking garage (which typically includes ventilation) and the proximity to former leaking underground storage tank (LUST) sites.

Based on the planned redevelopment of the property, residual soil and groundwater petroleum impacts in the subsurface will not pose a risk to human health or the environment as exposure pathways (specifically vapor intrusion) will not be complete. Upon DDOE review and approval of this RBCA analysis, GES will submit a Corrective Action Plan (CAP) and/or other pertinent documentation presenting the proposed redevelopment, schedule and design to eliminate future exposure pathways along with a request to DDOE to issue No Further Action (NFA) letter and close the LUST case.

GES appreciates the continued guidance of the DDOE. Should you have any questions or require additional information, please contact the undersigned at 1(800)220-3606 extension 3703 and 3706, respectively, or Mr. Nick Onufrak, Project Manager for the Atlantic Richfield Company (a BP affiliate), at (410)825-8213.

Sincerely,
GROUNDWATER & ENVIRONMENTAL SERVICES, INC.

A handwritten signature in black ink, appearing to read "Andrea Taylorson-Collins".

Andrea Taylorson-Collins
Project Manager

A handwritten signature in black ink, appearing to read "Steven M. Slatnick".

Steven M. Slatnick
Site Operations Manager

c: Nick Onufrak, Atlantic Richfield, Towson, MD (Hard Copy/PDF)
Dave Cordingley, G&G (pdf)
Charlie Kehler, Altusre (pdf)
File, GES



**District of Columbia
Risk Based Corrective Action (RBCA) Analysis Report**

**BP Site # 15635005 (Former Amoco)
2335 and 2329 Champlain Street, NW - LUST Case #96-074
Washington, DC, 20002**

Prepared for:

Atlantic Richfield Company (BP Products North America affiliate)
2700 Loch Raven Boulevard
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February 29, 2012

Prepared by:

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I. INTRODUCTION

Groundwater & Environmental Services, Inc (GES) was retained by BP Products North America Inc. (BP) to prepare this limited District of Columbia (DC) Risk Based Corrective Action (RBCA) Analysis Report along with the required DCRBCA Tier 1 and 2A Forms (**Appendix A, B, C, D**). Developers are currently proposing to redevelop the subject site and the adjacent property located at 2335 and 2329 Champlain Street into a residential condo development and therefore, the DCRBCA analysis has been completed using two different exposure scenarios to analyze the current and future risk posed to the site and receptors. The subject site consists of the former Amoco located at 2337 Champlain Street (closed LUST case), the abandoned building located at 2335 Champlain Street and the abandoned building located at 2329 Champlain Street (**Figure 1, 2, 3**)

II. CONCEPTUAL EXPOSURE SCENARIOS

A. Pathways and Transport Mechanisms

The site is currently a vacant, uninhabitable building. The closest off-site residential property is a condominium community (Adam's Row) located to the adjacent south, and adjoined to the vacant building on the subject site. The Tier 1 pathways were evaluated with two different scenarios.

1. Scenario 1:

The future development of the subject property and the adjacent north property is not definitive. In addition, the building plans for the Adam's Row (2301 Champlain Street) condominium were not available for review prior to completing this RBCA analysis and therefore, it is assumed that engineering controls to prevent exposure were not put in place prior to development.

Exposure routes associated with Scenario 1 = Failed

- Current On-site

Residential, Community Worker, and Construction Worker = Not Complete;
The site includes a vacant, uninhabitable building. In addition, there is no active construction work currently taking place at the subject property.

- Current Off-site

- **Residential = Complete;** Adam's Row Condominium is located to the adjacent south (down gradient). The condominium building adjoins the vacant building on the subject property.
- **Community Worker = Not Complete;** Adjacent down gradient property is residential only and does not include any community workers.
- **Construction Workers = Not Complete;** There is no active construction work at the off-site properties.



- Future On-site
 - **Residential** = Complete; The property may be redeveloped into a residential community.
 - **Community Worker** = Complete; The property may be redeveloped into commercial/mixed development.
 - **Construction Workers** = Complete; Future redevelopment may include invasive subsurface work.
- Future Off-site
 - **Residential** = Complete; The offsite property will remain a residential community.
 - **Community Worker** = Complete; Although unlikely, the property may be redeveloped into commercial use.
 - **Construction Workers** = Complete; Although construction at the offsite property is unlikely, it is included as a pathway for worst case scenario.
- Resource Protection
 - **Groundwater** = Not Complete; The down-gradient property, Adam's Row, was excavated and dewatered during development. In addition, the down-gradient LUST case for 2337 Champlain Street was closed based on a RBCA that showed no risk to groundwater resource protection. Considering this vast property redevelopment down gradient of the site in addition to two closed LUSTs located along Champlain Street the groundwater protection pathway is not applicable. DC also has laws that restrict the use of groundwater for potable water.
 - **Stream** = Not Complete; The down-gradient property, Adam's Row, was excavated and dewatered during development. In addition, the down-gradient LUST case for 2337 Champlain Street was closed based on a DCRBCA that demonstrated that there was no risk to surface water. The nearest surface water Rock Creek is approximately 2,000 feet west of the site.

The only significant human exposure route is inhalation of vapors that might be emitted from the residual contaminated subsurface soil and groundwater. Exposure to soil is not a significant concern as petroleum-affected soil has been excavated and any remaining impacted soil is at least 16-feet below ground surface. Direct contact with groundwater (i.e. ingestion, dermal contact, inhalation of vapors while showering or bathing) is not a significant concern because public water in the area is provided by surface waters; therefore, groundwater is unlikely to be used as a domestic water source.

2. Scenario 2:

The second scenario utilized for exposure route assumes developers move forward with plan to reconstruct the vacant buildings on the subject property and the property to the adjacent north and that the property is redeveloped into a residential (condominium) community. In addition, it can be reasonably assumed that the Adam's Row residential building was installed with engineering controls due to the presence of a parking garage (which typically includes ventilation) and the proximity to former leaking underground storage tank (LUST) sites.

Exposure routes associated with Scenario 2 = Passed

- Current On-site
Residential, Community Worker, and Construction Worker = Not Complete; The site includes a vacant, uninhabitable building. Currently, there is no active construction work.
- Current Off-site
 - **Residential = Not Complete;** Adam's Row Condominium community is located to the adjacent south (down gradient). The condominium building adjoins the vacant building on the subject property. Although the building configuration is not available, it is assumed that engineering controls were put in place via the ventilation system for the underground parking garage to prevent exposure pathways.
 - **Community Worker = Not Complete;** Adjacent down gradient property is residential only and does not include any community workers.
 - **Construction Workers = Not Complete;** There is no active construction work at the off-site properties.
- Future On-site
 - **Residential = Not Complete;** The property will be redeveloped into a residential community; however, engineering controls will be installed at the time of construction to prevent any exposure pathways.
 - **Community Worker = Not Complete;** The property will be redeveloped into residential community.
 - **Construction Workers = Not Complete;** During future redevelopment, construction workers will not excavate soils; therefore, the exposure pathway to soil/groundwater will not be complete.
- Future Off-site



- **Residential = Not Complete;** Although the offsite residential building configuration is not available, it is assumed that engineering controls were put in place to prevent exposure pathways. It is also assumed that the off-site property will remain a residential development.
 - **Community Worker = Not Complete;** It is assumed that the off-site property will remain a residential development.
 - **Construction Workers = Not Complete;** It is assumed that the off-site property will remain a residential development.
- Resource Protection
 - **Groundwater = Not Complete;** The down-gradient property, Adam's Row, was excavated and dewatered during development. In addition, the down-gradient LUST case for 2337 Champlain Street was closed based on a RBCA that showed no risk to groundwater resource protection. Considering this vast property redevelopment down gradient of the site in addition to two closed LUSTs located along Champlain Street the groundwater protection pathway is not applicable. DC also has laws that restrict the use of groundwater for potable water.
 - **Stream = Not Complete;** The down-gradient property, Adam's Row, was excavated and dewatered during development. In addition, the down-gradient LUST case for 2337 Champlain Street was closed based on a DCRBCA that demonstrated that there was no risk to surface water. The nearest surface water Rock Creek is approximately 2,000 feet west of the site.

III. TIER 1 EVALUATION

As required by the DCRBCA process, the site information, release history, utility information, soil and groundwater sample results have been entered into the attached Tier I Report Forms. The Tier 1 evaluation utilizes default conservative exposure factors and fate-and transport parameters for the evaluation of the risk of each chemical of concern (COC) for each possible receptor. The risk of each COC is directly related to the representative concentration of the specific compound.

A. Representative Site Concentrations

Historical data from monitoring wells MW-1 through MW-5 were not utilized as those wells have been abandoned or destroyed during excavation activities. In addition, data from monitoring wells MW-6P and MW-8P were not utilized as the wells have not been sampled within the last two years and the construction details are not known (vertical pipes wells were located during a site visit in 2009 and labeled as MW-6P and MW-8P). Soil analytical data from historical soil borings installed in the vicinity of the former tank pit and the



hydraulic lifts were not utilized as the soil was removed during excavation activities in June 1996 and May 2005. The applicable soil data was included on the Tier I forms for completeness and also include in the attached **Table 1**.

In order to properly assess the site conditions (post-excavation), GES oversaw the completion of a membrane interface probe (MIP), laser induced fluorescence (LIF) and Geoprobe soil boring program (previously submitted under separate cover) to identify if light non-aqueous phase liquid (LNAPL) exists in the subsurface and also obtain recent soil data to complete the RBCA analysis. GES installed two soil borings (B-1 and B-2) in addition to the MIP & LIF borings. Boring B-1 was located in the center of the site and B-2 was located along the southern (down gradient) property boundary. Soil samples were collected from boring B-1 at the 6-8 foot interval (16-18 feet below surface grade), and from soil boring B-2 at the 13-15 foot interval (23 – 25 feet below surface grade). The soil analytical data from boring B-1 and B-2 were averaged and utilized as the source concentration for on-site exposure. Soil data from boring B-2, located along the property boundary, were utilized for off-site exposure.

Representative on-site groundwater concentrations were estimated by averaging the analytical data from monitoring wells MW-6 through MW-10. Representative off-site groundwater concentrations were obtained by averaging the analytical data from monitoring wells MW-6 and MW-9, located along the southern (down gradient) property boundary. The averages were obtained from sampling data collected from the past two years. Groundwater data found in the RBCA forms and Tables are attached.

B. Point of Exposure / Point of Demonstration

Surface waters are used for the public water supply in Washington, DC; therefore, the groundwater is not considered potable. In the evaluation, the down gradient property boundary is considered the point of exposure (POE). In addition, there are no monitoring wells located on the adjacent property; therefore, the property boundary (MW-6 and MW-9) is also the point of demonstration (POD). For calculation purposes, the distance between monitoring well MW-6 and MW-9 and the property boundary (5 feet) was entered as the distance from the down gradient edge of the groundwater plume to the POE and POD.

IV. COMPARISON OF TIER 1 RBSLs WITH REPRESENTATIVE SITE CONCENTRATIONS

A Tier 1 RBCA evaluation was completed to determine if existing soil and groundwater concentrations were protective of human health and the environment under the assumption the property will not be redeveloped (Scenario 1). Representative concentrations of benzene, ethylbenzene, xylenes, naphthalene, and TPH-GRO exceed the human health protection target concentrations from soil for on-site child, adult, and community worker. Representative concentrations of benzene and ethylbenzene exceed the human health protection target concentrations from groundwater for on-site child and adult and for benzene only for onsite



community worker. The representative concentrations were computed by averaging the most recent two years of analytical data from monitoring wells MW-1 through MW-6 and soil borings B-1 and B-2.

Representative concentrations of benzene and ethylbenzene exceed the human health protection target concentrations from soil for off-site child, adult, and community worker. In addition concentrations of xylenes exceed the target concentrations for off-site child and adult. Representative concentrations of benzene exceeded the human health protection target concentrations from groundwater for off-site child and adult, and ethylbenzene for off-site adult. The representative concentrations were computed by averaging the most recent two years of analytical data from monitoring wells MW-6 and MW-9 and soil boring B-2. These wells are located along the down gradient property border.

As COCs exceeded the Tier I human health protection target levels for on-site and off-site, a Tier 2A DC RBCA was completed.

V. TIER 2A EVALUATION

Results of the Tier 2A evaluation indicate that benzene exceeds the Tier 2A allowable soil and groundwater concentrations for on-site and offsite child and adult, and on-site commercial workers the assumption the property will not be redeveloped (Scenario 1). In addition, ethylbenzene and xylenes exceed the soil concentrations for on-site child, adult and community workers, and naphthalene concentrations exceed the soil concentrations for on-site child and community worker. The Tier 2A evaluation also indicated that all other constituent concentrations were protective of human health and groundwater resources.

VI. CONCLUSIONS AND RECOMMENDATIONS

Based on the planned redevelopment of the property, residual soil and groundwater petroleum impacts in the subsurface will not pose a risk to human health or the environment as exposure pathways (specifically vapor intrusion, which did not pass in scenario 1) will not be complete. It is also concluded that if the receptors are not removed via means of engineering controls the levels for COCs reduction to pass a RBCA, as demonstrated in Scenario 1, would require extensive concentration reduction to achieve site specific target levels (SSTLs) and therefore engineering controls are the most feasible option to protect area receptors from the residual hydrocarbon impacts.

Upon DDOE review and approval of this RBCA analysis, GES will submit a Corrective Action Plan (CAP) and/or other pertinent documentation presenting the proposed redevelopment, schedule and design to eliminate future exposure pathways along with a request to DDOE to issue No Further Action (NFA) letter and close the LUST case.



**Groundwater
& Environmental Services, Inc.**

2142 Priest Bridge Court • Suite 1 • Crofton, Maryland 21114 • (800) 220-3606 • FAX (410) 721-3733

May 18, 2012

Mr. Richard Jackson
Toxic Substances Division, Underground Storage Tanks Branch
1200 First St. NE, 5th floor
Washington, DC 20002

Re: Revised Risk-Based Corrective Action (RBCA) Analysis Report
BP Site # 15635005 (Former Amoco)
2335 and 2329 Champlain Street, NW - LUST Case #96-074
Washington, DC, 20002

Dear Mr. Jackson:

Groundwater and Environmental Services, Inc. (GES), on behalf of BP Products of North America, Inc. (BP), is submitting the attached Revised District of Columbia (DC) Risk Based Corrective Action (RBCA) Analysis Report along with the required DCRBCA Tier I and IIA Forms for the above-referenced property.

GES received a directive from the District Department of the Environment (DDOE) dated April 4, 2012 in response to the DCRBCA dated February 29, 2012 and the Laser Induced Fluorescence (LIF) direct sensing survey and Membrane Interface Probe (MIP) Report dated January 26, 2012 prepared by GES. The following comments and questions posed by DDOE were addressed by GES:

Based on the information reviewed in the above referenced reports, please address the following comments/questions:

- The soil data presented in the DCRBCA Report Form 13 appears to be from the adjacent off-site property 2337 Champlain Street with the exception of soil data from soil borings SB-1 and SB-2 which were completed in January 2012. Please use the soil data obtained from the Site to determine the soil representative concentrations. Also, note that the soil analytical data from 2337 Champlain Street from previous reports is not consistent with the soil data presented on DCRBCA Form 13 and Table 1. For example, the benzene concentration for soil sample H1SS01 was reported at 1.6 milligrams per kilogram (mg/kg) in previous reports, but was input on Form 13 of the DCRBCA as 0.161 mg/kg. The same is true for other compounds for H1SS01 on Form 13.
- Form 13 was revised to include only soil data from 2329 Champlain Street. Soil sample H1SS01 was removed from Form 13 and Table 1, as this sample was not collected from 2329 Champlain Street.



- The DCRBCA Report cover letter indicates that the on-site soil data obtained from 1996 through 2004 are not representative as the soil was excavated and removed from the Site. Please provide details regarding the extent of excavation, depth of excavation, and the quantity of excavated soil which was disposed off-site. Also, please confirm if the soil samples were collected from the bottom of the excavation to represent the soil analytical data for the soil that remains in place. The soil data from the post excavation must be used in the DCRBCA to determine the soil representative concentrations for the Site. If the post excavation soil analytical data for the soils currently in place are not available, then collect additional soil analytical data from the areas where previous exceedances were observed (Ex. SB-1 through SB-5 from the Phase II ESA in 1996).
- Details of each on site excavation that are available are provided in **Form 6** Chronology of Events and **Form 7** UST Type. The soil samples on **Table 1** that have an asterisk indicating that the soil has been removed is based on the excavation of the Site to 10 feet below grade. No report or sampling was completed when the building was excavated to 10 feet below grade. Post-excavation soil sample data is not available for all soil that exceeds SSTLs; however, based on Scenario 2, no additional soil samples are warranted as there is no complete pathway to a receptor.
- The DCRBCA Report indicated that the LIF and MIP investigation was completed to "assess site conditions"; however the report does not include an interpretation of the data which facilitates the site characterization.
- Interpretation of LIF and MIP investigation has been included in the Revised District of Columbia Risk Based Corrective Action Analysis Report, Section III. B.
- The DCRBCA Form 16 Page 4 of 6 indicates that the indoor air inhalation of vapor exposure pathway for the off-site residential receptors is not complete "assuming that the adjacent building was constructed with engineering controls at the time of development. Please confirm if the indoor air inhalation of vapor exposure pathway is not complete for the off-site receptors.
- Adam's Row Condominium Building Plans are attached as **Appendix I**. The Parking Plan displays a garage intake fan and shaft located in the northeast corner of the building and a garage exhaust fan and shaft is located at the southern end of the building. This intake and exhaust fan demonstrates that efficient air movement is achieved at the closest level of the building to the contamination.
- The DCRBCA Tier 1 Form 18 and Tier 2 Form 28 representing the evaluation of the soil leaching to groundwater exposure pathway and groundwater protection pathway are not included in the DCRBCA report. Complete the evaluation of these two exposure pathways and update the DCRBCA report accordingly.
- Tier 1 Form 18 and Tier 2 Form 28 are now included in the DCRBCA report.
- A review of the DCRBCA Report Form 30 indicates that the Site Specific Target Levels (SSTLs) for the soil leaching to groundwater exposure pathway are calculated considering biodegradation. Demonstrate that biodegradation is occurring at the Site as detailed in the Appendix D of the DCRBCA Technical Guidance Document dated June 2011.



- Biodegradation calculations are attached as **Appendix J**.
 - Based on a review of the Benzene in Groundwater concentrations in groundwater Figure included in Appendix F of the DCRBCA report, concentrations were rising after June 2010 in monitoring well MW-8P. The well was subsequently abandoned and replaced with MW-8R. However, the analytical data collected prior to the well being abandoned was collected within the past two (2) year time frame used to calculate the average groundwater representative concentrations at the Site. Please revise the groundwater representative concentrations for the monitoring well locations MW-8P and MW-8R to include the past two (2) years of data.
- Groundwater monitoring wells MW-8P and MW-8R are now included in **Table 3** and the DCRBCA forms.

A meeting was held with the District Department of the Environment (DDOE) on February 16, 2012, along with GES, Nick Onufrak of BP, and representatives of the current property owner (G&G, LLC) as well as the proposed property purchaser / developer of the subject site to discuss the site remediation and planned redevelopment. The meeting concluded that the subject property and the adjacent property located at 2335 & 2329 Champlain Street are planned to be redeveloped into a residential condo development. Based on the proposed redevelopment of the property the DCRBCA analysis has been completed using two different exposure scenarios to analyze the current and future risk posed tot the site.

- The first scenario (Scenario 1) assumes future development of the subject property and the adjacent property (2335 & 2329 Champlain Street) is not definitive and therefore property usage will remain as is or unoccupied as vacant Lots. Without redevelopment of these properties, RBCA exposure pathways will remain open and therefore, concentration reductions in soil and groundwater would need to be addressed.
- The second scenario (Scenario 2) and the “more likely” scenario assumes development moves forward with the plan to reconstruct the vacant buildings on the subject property and the property to the adjacent north. This construction will result in the property being converted into a residential condominium with subsurface parking and a ventilation system. This construction effort by design would include engineering controls that would eliminate exposure pathways associated with residual petroleum impacts that would remain in place after redevelopment. This would be similar to the Adam’s Row Condominium residential building located directly to the south, which was excavated and installed with comparable engineering controls in a subsurface parking garage to eliminate a complete indoor air pathway on the off-site property.

Based on the planned redevelopment of the property, residual soil and groundwater petroleum impacts in the subsurface will not pose a risk to human health or the environment as exposure pathways (specifically vapor intrusion) will not be complete. Upon DDOE review and approval of this RBCA analysis, GES will submit a Corrective Action Plan (CAP) and/or other pertinent

Revised Risk-Based Corrective Action (RBCA) Analysis Report

May 18, 2012

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documentation presenting the proposed redevelopment, schedule and design to eliminate future exposure pathways along with a request to DDOE to issue No Further Action (NFA) letter and close the LUST case.

GES appreciates the continued guidance of the DDOE. Should you have any questions or require additional information, please contact the undersigned at 1(800)220-3606 extension 3703 and 3706, respectively, or Mr. Nick Onufrak, Project Manager for the Atlantic Richfield Company (a BP affiliate), at (410)825-8213.

Sincerely,

GROUNDWATER & ENVIRONMENTAL SERVICES, INC.

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Andrea Taylorson-Collins
Project Manager

A handwritten signature in black ink, appearing to read "Steven M. Slatnick".

Steven M. Slatnick
Site Operations Manager

c: Nick Onufrak, Atlantic Richfield, Towson, MD (Hard Copy/PDF)
Dave Cordingley, G&G
Charlie Kehler, Altusre
File, GES #358119



**District of Columbia
Revised Risk Based Corrective Action (RBCA) Analysis Report**

**BP Site # 15635005 (Former Amoco)
2335 and 2329 Champlain Street, NW - LUST Case #96-074
Washington, DC, 20002**

Prepared for:

Atlantic Richfield Company (BP Products North America affiliate)
2700 Loch Raven Boulevard
Baltimore, Maryland 21218

May 18, 2012

Prepared by:

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Andrea Taylorson-Collins
Project Manager

Reviewed by:

A handwritten signature in black ink, appearing to read "Steven M. Slatnick", is written over a horizontal line.

Steven M. Slatnick
Site Operations Manager

Groundwater & Environmental Services, Inc.

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Appendix I	Building Plans: Adams Row 2301 Champlain Street
Appendix J	Biodegradation Calculations

I. INTRODUCTION

Groundwater & Environmental Services, Inc (GES) was retained by BP Products North America Inc. (BP) to prepare this Revised District of Columbia (DC) Risk Based Corrective Action (RBCA) Analysis Report along with the required DCRBCA Tier 1 and 2A Forms (**Appendix A, B, C, D**) in response to a directive letter from the DDOE dated April 4, 2012. The list of comments/questions posed by DC Department of the Environment (DOE) in the directive letter is addressed with responses and areas of correction and detail in the cover letter.

Developers are currently proposing to redevelop the subject site and the adjacent property located at 2335 and 2329 Champlain Street into a residential condo development and therefore, the DCRBCA analysis has been completed using two different exposure scenarios to analyze the current and future risk posed to the site and receptors. The subject site consists of the former Amoco located at 2337 Champlain Street (closed LUST case), the abandoned building located at 2335 Champlain Street and the abandoned building located at 2329 Champlain Street (**Figure 1, 2, 3**)

II. CONCEPTUAL EXPOSURE SCENARIOS

A. Pathways and Transport Mechanisms

The site is currently a vacant, uninhabitable building. The closest off-site residential property is a condominium community (Adam's Row) located to the adjacent south, and adjoined to the vacant building on the subject site. The Tier 1 pathways were evaluated with two different scenarios.

1. Scenario 1:

The future development of the subject property and the adjacent north property is not definitive. However, the building plans for the Adam's Row (2301 Champlain Street) condominium are provided indicate that engineering controls are present to prevent exposure (**Appendix I**).

Exposure routes associated with Scenario 1 = Failed

- Current On-site

Residential, Community Worker, and Construction Worker = Not Complete;
The site includes a vacant, uninhabitable building. In addition, there is no active construction work currently taking place at the subject property.

- Current Off-site

- **Residential = Not Complete;** Adam's Row Condominium is located to the adjacent south (down gradient). The condominium building is equipped with a subgrade ventilation system. Verification of the ventilation system is indicated on the building plans attached as **Appendix I**.



- **Community Worker = Not Complete;** Adjacent down gradient property is residential only and does not include any community workers.
- **Construction Workers = Not Complete;** There is no active construction work at the off-site properties.
- Future On-site
 - **Residential = Complete;** The property may be redeveloped into a residential community with no engineering controls to prevent risk.
 - **Community Worker = Complete;** The property may be redeveloped into commercial/mixed development with no engineering controls to prevent risk.
 - **Construction Workers = Complete;** Future redevelopment may include invasive subsurface work with no engineering controls to prevent risk.
- Future Off-site
 - **Residential = Not Complete;** The off-site property will remain a residential community with subgrade ventilation system.
 - **Community Worker = Not Complete;** Although unlikely, the property may be redeveloped into commercial use; however, due to the underground parking garage, the subgrade ventilation system would remain in place.
 - **Construction Workers = Complete;** Although construction at the off-site property is unlikely, it is included as a pathway for worst case scenario.
- Resource Protection
 - **Groundwater = Not Complete;** The down-gradient property, Adam's Row, was excavated and dewatered during development. In addition, the down-gradient LUST case for 2337 Champlain Street was closed based on a RBCA that showed no risk to groundwater resource protection. Considering this vast property redevelopment down gradient of the site in addition to two closed LUSTs located along Champlain Street the groundwater protection pathway is not applicable. DC also has laws that restrict the use of groundwater for potable water.
 - Per the request of DCDOE, the forms for Groundwater Protection were completed and submitted in this revised package. MW-5 was designated as a Point of Demonstration (POD). The Point of Exposure (POE), based on the criteria from the DCRBCA, was set 500 feet downgradient of property boundary. In the "GW Protection-Default DAFs" sheet, the groundwater concentrations from MW-5 (POD) do not exceed the calculated groundwater protection pathway SSTLs. Groundwater protection pathway SSTLs for the source were calculated using data from MW-8R with the default DAFs to meet the target concentrations at the POE. The groundwater representative (2-year average) concentrations at MW-

8R for Toluene, Ethylbenzene, and Total Xylenes are below the calculated Tier 1 groundwater protection pathway SSTLs. However, the groundwater representative concentration for benzene was 0.65 mg/L while the calculated Tier 1 groundwater protection pathway SSTL was 0.32 mg/L. The groundwater protection pathway SSTL for benzene had to be taken to a Tier 2 evaluation, even though the last groundwater concentration for MW-8R in December 2011 was 0.15 mg/L which is below the groundwater protection pathway SSTL.

- The Tier 1 groundwater protection pathway SSTLs for MW-8R was used to calculate the soil leaching to groundwater pathway SSTLs. These calculations can be found in the "Soil Leaching to Groundwater Sheet." All of soil representative concentrations were below the calculated soil leaching to groundwater pathway SSTLs.
 - A site-specific first order biodegradation rate constant for benzene was calculated in groundwater for the Tier 2 evaluation and the calculations are found on the "Benzene Rate Constant" sheet. The data was considered a good fit for the biodegradation of all the BTEX compounds. The rate constant was then incorporated into the calculations for a site-specific DAF from a steady state center-line Domenico Model. These calculations are found on the "GW-Protection-Calculated DAFs" sheet. The Tier 2 groundwater protection pathway SSTL for benzene at MW-8R was calculated to be 6 mg/L. A Tier 2 groundwater protection pathway SSTLs or site-specific first order biodegradation rate constants were not calculated for Toluene, Ethylbenzene, and Total Xylenes because they did not exceed the default Tier 1 groundwater protection pathway SSTLs.
- **Stream = Not Complete;** The down-gradient property, Adam's Row, was excavated and dewatered during development. In addition, the down-gradient LUST case for 2337 Champlain Street was closed based on a DCRBCA that demonstrated that there was no risk to surface water. The nearest surface water Rock Creek is approximately 2,000 feet west of the site.

The only significant human exposure route is inhalation of vapors that might be emitted from the residual contaminated subsurface soil and groundwater. Inhalation of vapors is mitigated via the garage exhaust ventilation system at the off-site, downgradient property. Exposure to soil is not a significant concern as petroleum-affected soil has been excavated and any remaining impacted soil is at least 16-feet below ground surface. Direct contact with groundwater (i.e. ingestion, dermal

contact, inhalation of vapors while showering or bathing) is not a significant concern because public water in the area is provided by surface waters; therefore, groundwater is unlikely to be used as a domestic water source.

2. Scenario 2:

The second scenario utilized for exposure route assumes developers move forward with plan to reconstruct the vacant buildings on the subject property and the property to the adjacent north and that the property is redeveloped into a residential (condominium) community. In addition, the Adam's Row residential building was installed with engineering controls due to the presence of a parking garage (which includes a ventilation system and concrete floor **Appendix I**).

Exposure routes associated with Scenario 2 = Passed

- Current On-site

Residential, Community Worker, and Construction Worker = Not Complete; The site includes a vacant, uninhabitable building. Currently, there is no active construction work.

- Current Off-site

- **Residential = Not Complete;** Adam's Row Condominium community is located to the adjacent south (down gradient). The condominium building adjoins the vacant building on the subject property. Adam's Row Condominium has engineering controls that were put in place via the ventilation system for the underground parking garage to prevent exposure pathways.

- **Community Worker = Not Complete;** Adjacent down gradient property is residential only and does not include any community workers.

- **Construction Workers = Not Complete;** There is no active construction work at the off-site properties.

- Future On-site

- **Residential = Not Complete;** The property will be redeveloped into a residential community; however, engineering controls will be installed at the time of construction to prevent any exposure pathways.

- **Community Worker = Not Complete;** The property will be redeveloped into residential community.

- **Construction Workers = Not Complete;** During future redevelopment, construction workers will not excavate soils; therefore, the exposure pathway to soil and groundwater will not be complete.

- Future Off-site
 - **Residential = Not Complete;** The off-site residential building, Adam's Row Condominium, plan have been provided as **Appendix I** and show the location of engineering controls were put in place to prevent exposure pathways. It is also assumed that the off-site property will remain a residential development.
 - **Community Worker = Not Complete;** It is assumed that the off-site property will remain a residential development.
 - **Construction Workers = Not Complete;** It is assumed that the off-site property will remain a residential development.
- Resource Protection
 - **Groundwater = Not Complete;** The down-gradient property, Adam's Row, was excavated and dewatered during development. In addition, the down-gradient LUST case for 2337 Champlain Street was closed based on a RBCA that showed no risk to groundwater resource protection. Considering this vast property redevelopment down gradient of the site in addition to two closed LUSTs located along Champlain Street the groundwater protection pathway is not applicable. DC also has laws that restrict the use of groundwater for potable water.
 - **Stream = Not Complete;** The down-gradient property, Adam's Row, was excavated and dewatered during development. In addition, the down-gradient LUST case for 2337 Champlain Street was closed based on a DCRBCA that demonstrated that there was no risk to surface water. The nearest surface water Rock Creek is approximately 2,000 feet west of the site.

III. TIER 1 EVALUATION

As required by the DCRBCA process, the site information, release history, utility information, soil and groundwater sample results have been entered into the attached Tier I Report Forms. The Tier 1 evaluation utilizes default conservative exposure factors and fate-and transport parameters for the evaluation of the risk of each chemical of concern (COC) for each possible receptor. The risk of each COC is directly related to the representative concentration of the specific compound.

A. Representative Site Concentrations

Historical groundwater data is represented by monitoring wells currently located on-site at 2329 Champlain Street. Data was input for monitoring wells MW-7, MW-6, MW-6P, MW-08, MW-8R, MW-8P, MW-9 and MW-10.

Soil analytical data from historical soil borings and monitoring wells installed on site for data available was included in the **Table 1**. It should be noted that since collection of all of these soil borings, except for B-1 and B-2 collected in January 2012, the depth indicated in the Table and on the forms indicated feet below street grade. The Site has been excavated to 10 feet below street grade to prepare for an underground parking lot to be built at the Site. For this reason, all samples collected at depths less than 10 feet below grade were not used in the DCRBCA forms, as these soils were removed and are not indicative of soils left in place. All soil sample locations can be found on **Figures**

GES installed two soil borings (B-1 and B-2) to further delineate and characterize contamination in addition to six MIP point and five LIF points to calibrate the data. Boring B-1 was located in the center of the site and B-2 was located along the southern (down gradient) property boundary. Soil samples were collected from boring B-1 at the 6-8 foot interval (16-18 feet below surface grade), and from soil boring B-2 at the 13-15 foot interval (23 – 25 feet below surface grade). The soil analytical data from boring B-1 and B-2 were averaged and utilized as the source concentration for on-site exposure. Soil data from boring B-2, located along the property boundary, were utilized for off-site exposure.

Representative on-site groundwater concentrations were estimated by averaging the analytical data from monitoring wells MW-6, MW-7, MW-08, MW-8R, MW-8P, MW-9 and MW-10. Representative off-site groundwater concentrations were obtained by averaging the analytical data from monitoring wells MW-6 and MW-9, located along the southern (down gradient) property boundary. The averages were obtained from sampling data collected from the past two years. Groundwater data found in the RBCA forms and Tables are attached.

B. MIP/LIF Investigation

In order to properly assess the site conditions (post-excavation), GES oversaw the completion of a membrane interface probe (MIP), laser induced florescence (LIF) and Geoprobe soil boring program (report previously submitted under separate cover) to indentify if light non-aqueous phase liquid (LNAPL) exists in the subsurface and also obtain recent soil data to complete the RBCA analysis.

On-site LIF points LIF-7 and LIF-8 and off-site LIF points LIF-1 and LIF-2, showed no LNAPL. LIF-6 demonstrated a limited residual amount of LNAPL in the soil with a maximum signal around 5% at a depth of approximately 10-12 feet below the building grade (20 feet below street grade).

MIP points (MIP-2, MIP-3, MIP-4, MIP-5, MIP-6 and MIP-7) indicate soil impacts from Former Amoco that extend, in the down-gradient direction, beneath the 2329 and 2335



Champlain Street properties. For each MIP point, the depths with highest PID for gasoline and diesel range organics are below:

- ◆ MIP-2: 20-28 feet below grade (fbg)
- ◆ MIP-3: 10-12 fbg
- ◆ MIP-4: 26-33 fbg
- ◆ MIP-5: 18-30 fbg
- ◆ MIP-6: 18-30 fbg
- ◆ MIP-7: 14-23 fbg

Note: MIP-2 and MIP-3 were installed in the excavation area of the Former Amoco Station located up-gradient of the property. MIP-4 through MIP-7 were installed in the excavated sub-surface grade of 2329 Champlain Street and the depths referenced above have been adjusted to MIP-2 and MIP-3 that were installed at surface grade.

In summary, contamination exists at two elevation intervals 10-12 fbg and 20-28 fbg up-gradient of the Site and at about 18-30 fbg directly underneath the southern (most down-gradient) area of the Site.

C. Point of Exposure / Point of Demonstration

Surface waters are used for the public water supply in Washington, DC; therefore, the groundwater is not considered potable. In the evaluation, nearest surface body of water is considered the point of exposure (POE); however, the nearest surface water, Rock Creek, is located approximately 2,000 feet west, so the RBCA default number of 500 feet was used in our calculations. In addition, there are no wells located on the adjacent property; therefore, the most down-gradient monitoring well MW-5, was used as the point of demonstration (POD).

Immediately south of the Site, on the off-site property is a residential complex. In order to verify that the indoor air inhalation of vapor exposure pathway for the off-site residential receptors is not complete, building plans (**Appendix I**) were obtained from the developer of Adams Row at 2301 Champlain Street NW Washington D.C. The four building plans were: Cellar Level Plan, Parking Level Plan, Section Details and Wall Sections.

The Parking Plan displays a garage intake fan and shaft located in the northeast corner of the building and a garage exhaust fan and shaft is located at the southern end of the building. This intake and exhaust fan demonstrates that efficient air movement is achieved at the closest level of the building to the contamination. A more detailed drawing of the garage intake can be found on the Cellar Level Plan with evidence also showing that a one foot concrete foundation exists between the Cellar Level and the Parking Level. The



residential complex has the following floors (starting from the bottom): Parking, Cellar, 1st Floor, 2nd Floor, 3rd Floor, 4th Floor, Roof and Penthouse Roof.

IV. COMPARISON OF TIER 1 RBSLs WITH REPRESENTATIVE SITE CONCENTRATIONS

A Tier 1 RBCA evaluation was completed to determine if existing soil and groundwater concentrations were protective of human health and the environment under the assumption the property will not be redeveloped (Scenario 1). Representative concentrations of benzene, ethylbenzene, xylenes, naphthalene, and TPH-GRO exceed the human health protection target concentrations from soil for on-site child, adult, and community worker. Representative concentrations of benzene and ethylbenzene exceed the human health protection target concentrations from groundwater for on-site child and adult and for benzene only for onsite community worker.

Representative concentrations of benzene and ethylbenzene exceed the human health protection target concentrations from soil for off-site child, adult, and community worker. Concentrations of xylenes exceed the target concentrations for off-site child and adult. Representative concentrations of benzene exceeded the human health protection target concentrations from groundwater for off-site child and adult, and ethylbenzene for off-site adult. The representative concentrations were computed by averaging all historical analytical data from monitoring wells MW-6 and MW-9 and soil boring B-2. These wells are located along the down gradient property border. Although the concentrations exceed the SSTLs for off-site receptors this is not considered a complete pathway due to the ventilation system located at the Adam's Row Condominiums.

As COCs exceeded the Tier I human health protection target levels for on-site and off-site, a Tier 2A DC RBCA was completed.

V. TIER 2A EVALUATION

Results of the Tier 2A evaluation indicate that benzene exceeds the Tier 2A allowable soil and groundwater concentrations for on-site and offsite child and adult, and on-site commercial workers based on the assumption the property will not be redeveloped (Scenario 1). In addition, ethylbenzene and xylenes exceed the soil concentrations for on-site child, adult and community workers, and naphthalene concentrations exceed the soil concentrations for on-site child and community worker. The Tier 2A evaluation also indicated that all other constituent concentrations were protective of human health and groundwater resources. In Scenario 2, on-site there is no risk to on-site residential child or adult as the property will be redeveloped to include a ventilation system so there is no complete pathway from the source to the receptors. Construction workers will also not be at risk, as no additional soil will be excavated. There is no risk to off-site receptors as the Adam's Row Condominiums are equipped with a ventilation system that will remove vapors from impacted residents and workers.

VI. CONCLUSIONS AND RECOMMENDATIONS

Based on the planned redevelopment of the property to include engineering vapor controls and the adjacent downgradient ventilation system at Adam's Row Condominiums controlling vapors,



residual soil and groundwater petroleum impacts in the subsurface will not pose a risk to human health or the environment as exposure pathways (specifically vapor intrusion, which did not pass in scenario 1) will not be complete. It is also concluded that if the receptors are not removed via means of engineering controls the levels for COCs reduction to pass a RBCA, as demonstrated in Scenario 1, would require extensive concentration reduction to achieve the required extremely low site specific target levels (SSTLs) and therefore engineering controls are the most feasible option to protect area receptors from the residual hydrocarbon impacts.

Upon DDOE review and approval of this RBCA analysis, GES will submit a Corrective Action Plan (CAP) and/or other pertinent documentation presenting the proposed redevelopment, schedule and design to eliminate future exposure pathways along with a request to DDOE to issue No Further Action (NFA) letter and close the LUST case.



**Groundwater
& Environmental Services, Inc.**

2142 Priest Bridge Court • Suite 1 • Crofton, Maryland 21114 • (800) 220-3606 • FAX (410) 721-3733

June 13, 2012

Ms. Fianna Phill
Toxic Substances Division, Underground Storage Tanks Branch
1200 First St. NE, 5th floor
Washington, DC 20002

**Re: Revised Risk-Based Corrective Action (RBCA) Supplemental
Information**
BP Site # 15635005 (Former Amoco)
2335 and 2329 Champlain Street, NW - LUST Case #96-074
Washington, DC, 20002

Dear Ms. Phill:

Groundwater and Environmental Services, Inc. (GES), on behalf of BP Products of North America, Inc. (BP), is submitting the attached Revised District of Columbia (DC) Risk Based Corrective Action (RBCA) Supplemental Information for the above-referenced property.

A meeting was held on June 7, 2012 with GES representatives, DC Department of the Environment (DDOE) representatives, a BP representative, the current property owner and the potential buyer for the Site. DDOE expressed concern regarding the soil data used for the calculations that pass the RBCA program. The supplemental information is intended to assist with understanding the interpretation of the current on-site soil conditions.

The following attachments have not been required by the DDOE; however, have provided to further aid the DDOE review of the RBCA for this Site:

- **Figure 7, Soil Sample Location Map:** This map does not provide any new data locations. The purpose of this Map is to combine the historic soil sample locations from **Figure 6** with the newer sampling locations provided on **Figure 2**. All analytical results available for these sample locations were provided in **Table 1** of the Revised RBCA.
- **Appendix K, MIP/LIF Data with Soil Sampling Locations:** This appendix does not provide new data. The purpose of this appendix is to illustrate that the representative soil samples collected in January 2012, were collected from sampling location and depths that corresponded with data from the MIP/LIF locations with the highest responses representing petroleum contamination and therefore are representative of the highest petroleum impacts identified on-site. This MIP data used in conjunction with current and historic soil analytical data supports that the RBCA submitted did include appropriate and representative soil concentrations for evaluations of on-site and/or off-site exposure pathways.

The Revised Tier II DCRBCA completed for the Site passes all applicable exposure routes based on development that will occur on site including a vapor barrier. Based on the Revised RBCA



Report submitted and this supplemental information that further supports that the Revised RBCA is representative of site conditions that are protective of human health and the environment, GES again respectfully requests case closure for this Site.

GES appreciates the continued guidance of the DDOE. Should you have any questions or require additional information, please contact the undersigned at 1(800)220-3606 extension 3703 and 3706, respectively, or Mr. Nick Onufrak, Project Manager for the Atlantic Richfield Company (a BP affiliate), at (410)825-8213.

Sincerely,
GROUNDWATER & ENVIRONMENTAL SERVICES, INC.

A handwritten signature in black ink, appearing to read "Andrea Taylorson-Collins".

Andrea Taylorson-Collins
Project Manager

A handwritten signature in black ink, appearing to read "Steven M. Slatnick".

Steven M. Slatnick
Site Operations Manager

- c: Nick Onufrak, Atlantic Richfield, Towson, MD (Hard Copy/PDF)
Dave Cordingley, G&G (Hard Copy/PDF)
Charlie Kehler, Altusre (Hard Copy/PDF)
Apurva Patil, DDOE (e-mail)
Raymond Montero, DDOE (e-mail)
File, GES #376896

FIGURES



ALLEY WAY

FORMER AMOCO STATION
2337 CHAMPLAIN STREET

G&G LLC PROPERTY
2329 CHAMPLAIN STREET

PARKING LOT

FORMER TANK
FIELD

ABANDONED METAL PILING COMPANY
2335 CHAMPLAIN STREET

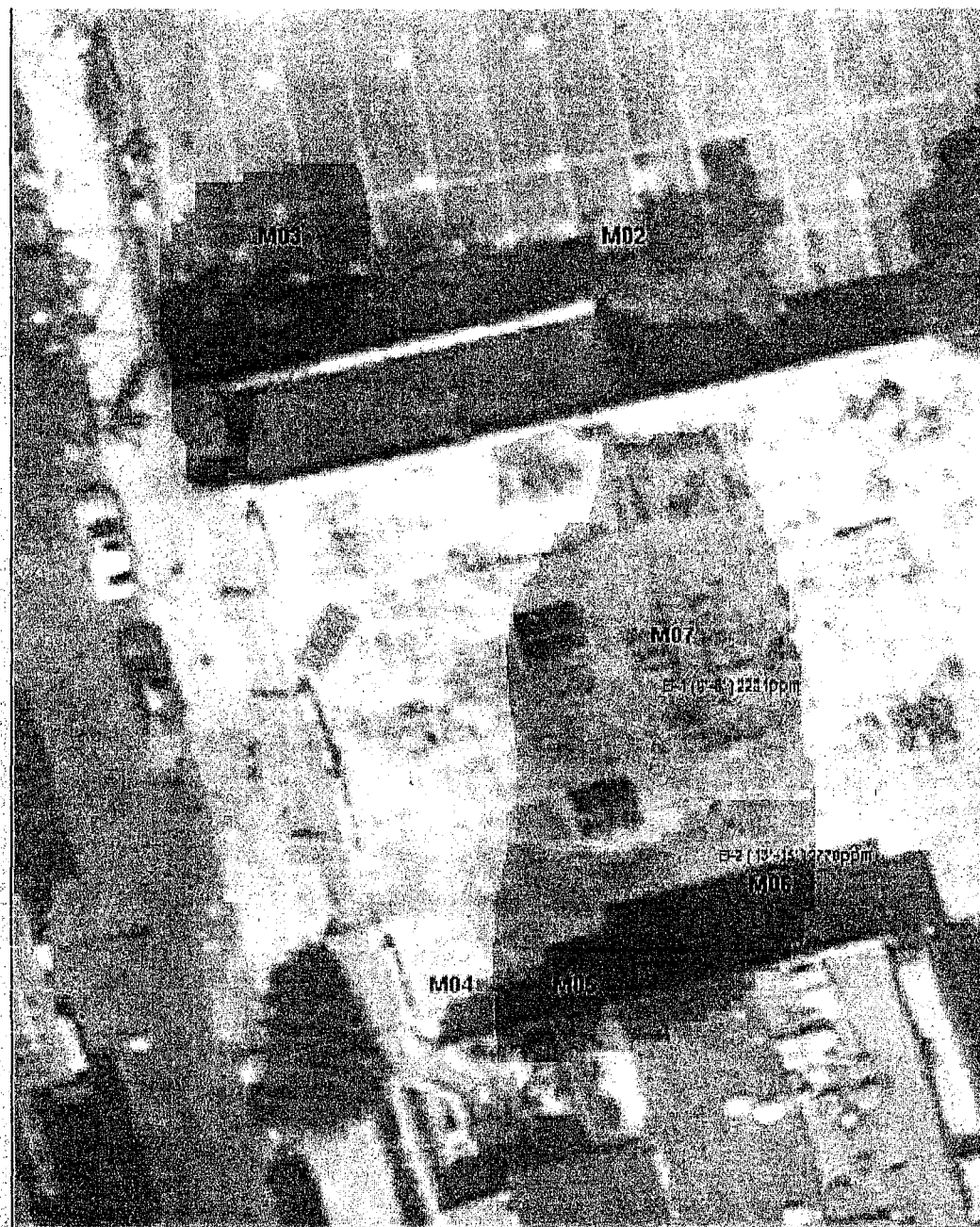
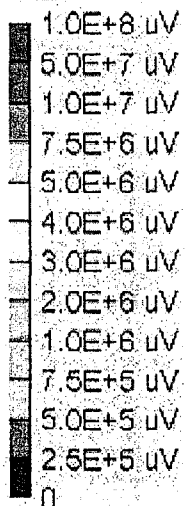
CHAMPLAIN STREET

LEGEND

- PROPERTY BOUNDARY
- MONITORING WELL
- ABANDONED MONITORING WELL
- INJECTION POINT
- HISTORIC DATA (1996-2004)
- COLUMBIA LIF/MIP 2011
- GES SOIL BORING
- SOIL BORING LOCATION
- SOIL SAMPLE LOCATION

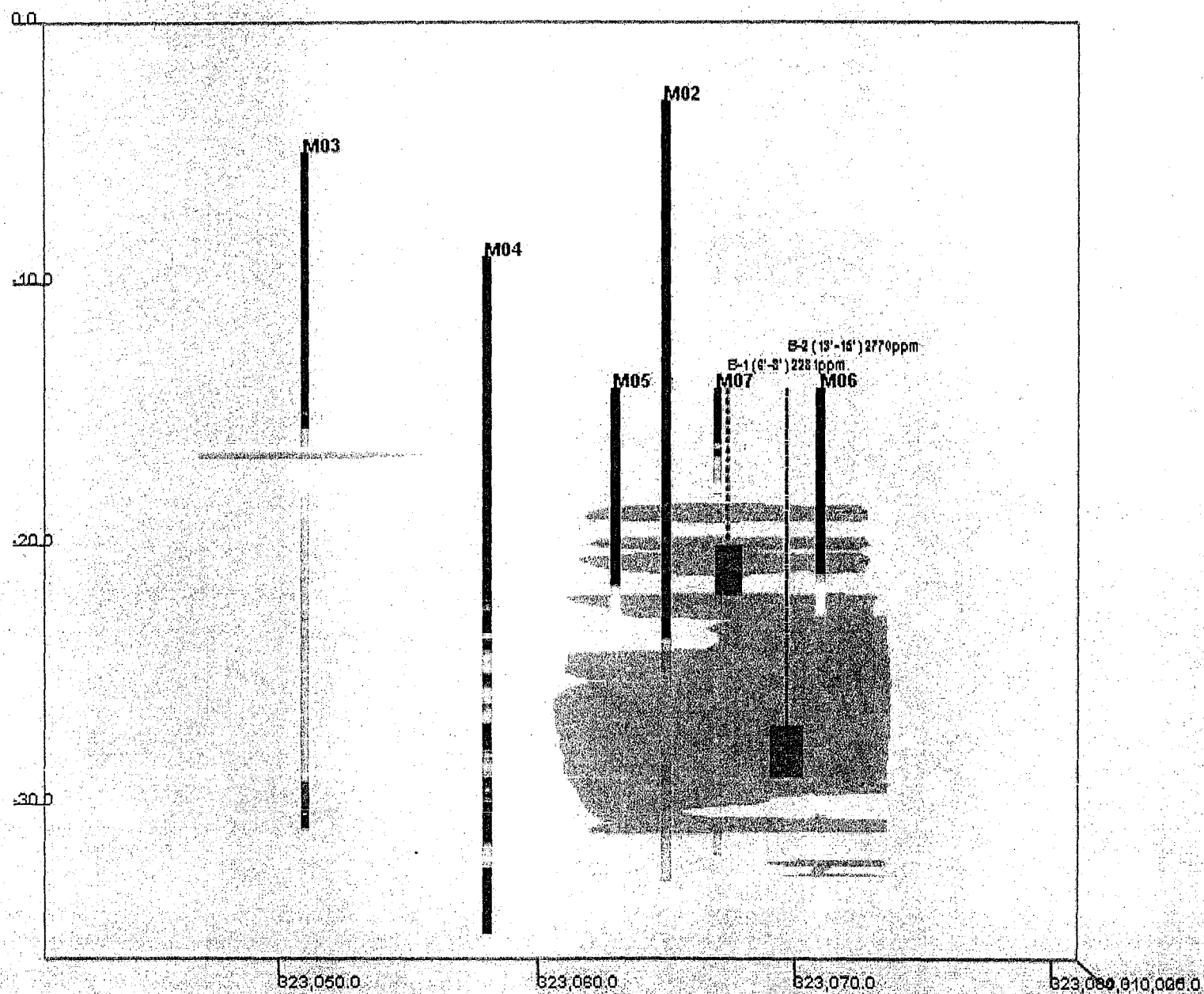
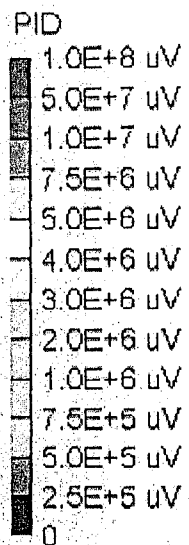
DRAFTED BY: B.C.S. (N.J.)	SOIL SAMPLE LOCATION MAP		
CHECKED BY: NK	ATLANTIC RICHFIELD COMPANY (BP) 2329 & 2335 CHAMPLAIN STREET NW WASHINGTON, DC 20009		
REVIEWED BY: ATC	Groundwater & Environmental Services, Inc. 2142 PRIEST BRIDGE COURT, SUITE 1, CROFTON, MD 21114		
NORTH 	SCALE IN FEET 0 APPROXIMATE 20	DATE 6-13-12	FIGURE 7

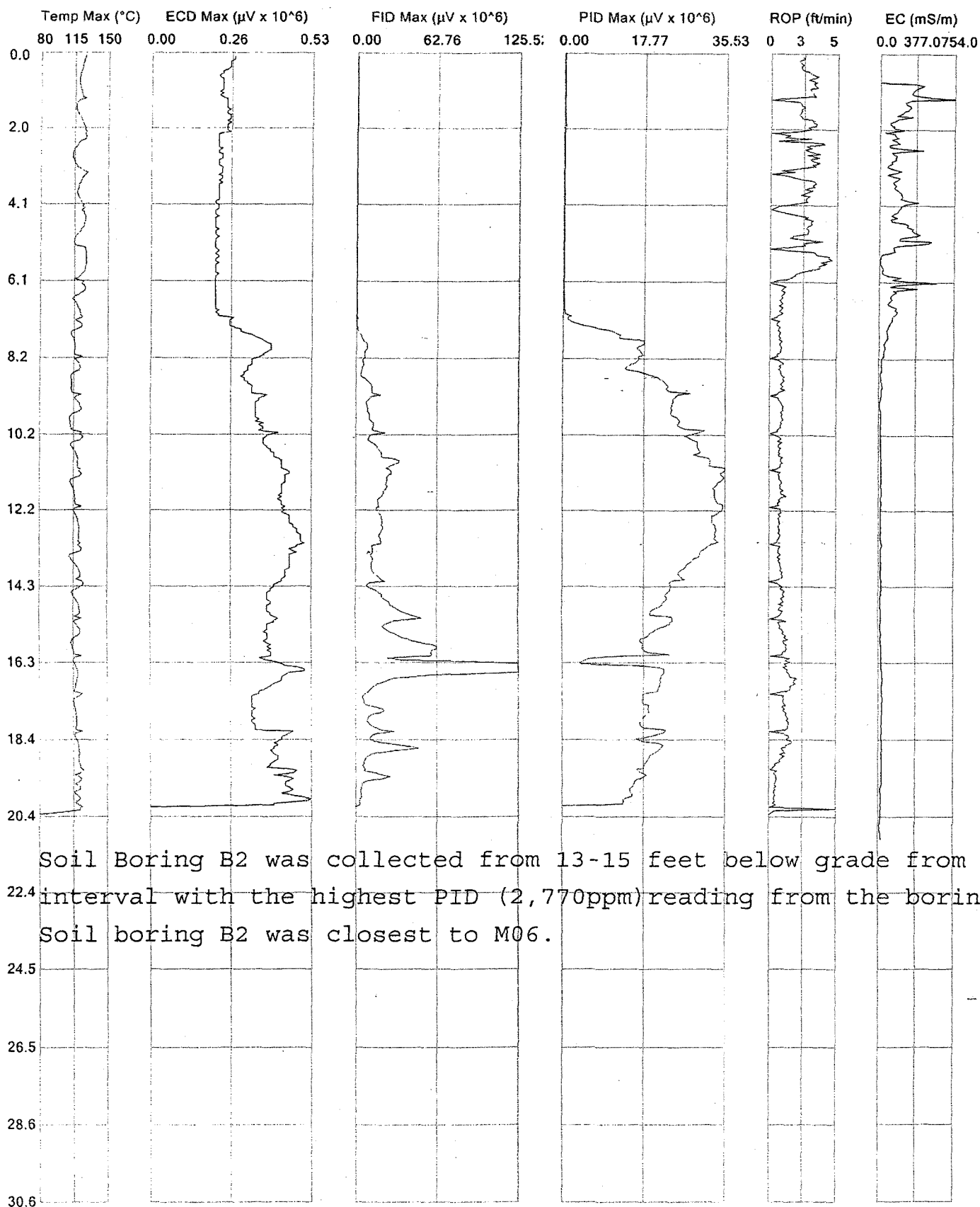
PID



4,310,025.0

4,310,000.0





Soil Boring B2 was collected from 13-15 feet below grade from the interval with the highest PID (2,770ppm) reading from the boring. Soil boring B2 was closest to M06.

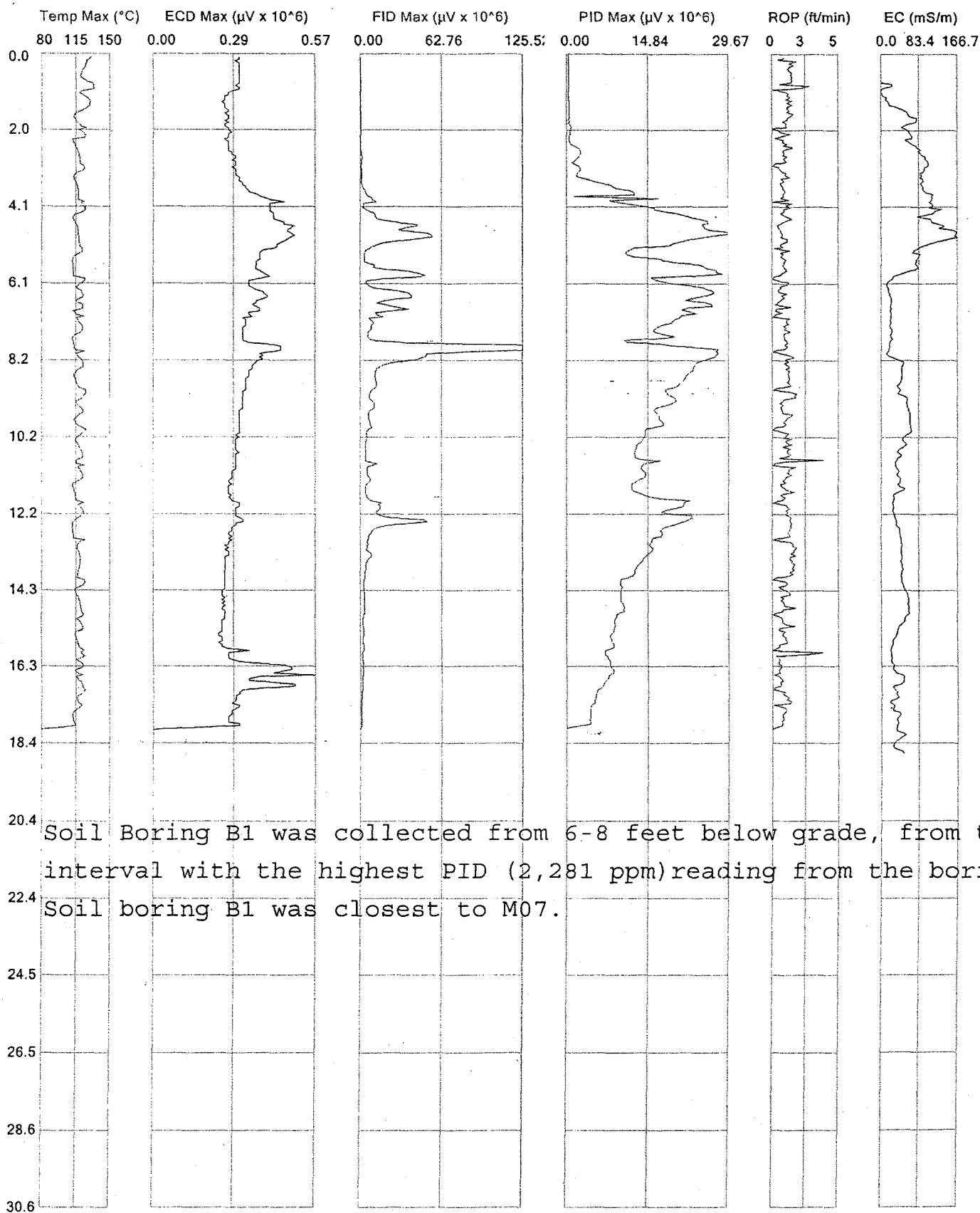


Client: Groundwater and Environmental Services, Inc
Project ID: Former Metal Plating Facility

File: M06

Date: 12/28/2011

Location:



Soil Boring B1 was collected from 6-8 feet below grade, from the interval with the highest PID (2,281 ppm) reading from the boring

Soil boring B1 was closest to M07.

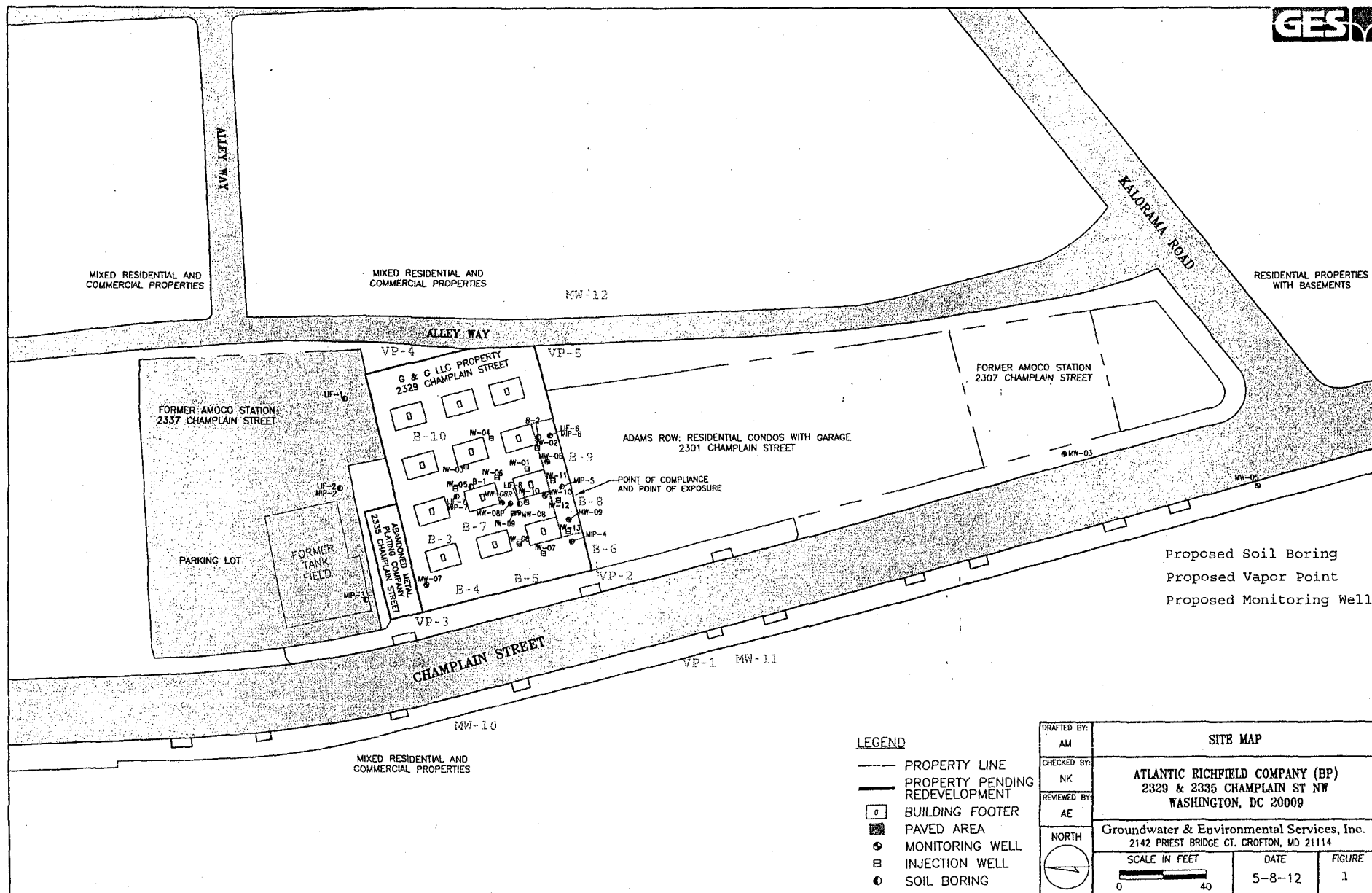


Client: Groundwater and Environmental Services, Inc
Project ID: Former Metal Plating Facility

File: M07

Date: 12/28/2011

Location:





**Groundwater
& Environmental Services, Inc.**

2142 Priest Bridge Court • Suite 1 • Crofton, Maryland 21114 • (800) 220-3606 • FAX (410) 721-3733

July 17, 2012

Mr. Rasathurai Thinkakaran
Toxic Substances Division, Underground Storage Tanks Branch
1200 First St. NE, 5th floor
Washington, DC 20002

Re: SOIL BORING, SOIL VAPOR and MONITORING WELL INSTALLATION WORKPLAN
BP Site # 15635005 (Former Amoco)
2329 Champlain Street, NW - LUST Case #96-074
Washington, DC, 20002

Dear Mr. Thinkakaran:

Groundwater and Environmental Services, Inc. (GES), on behalf of BP Products of North America, Inc. (BP), is submitting this **Soil Boring, Soil Vapor and Monitoring Well Workplan** in response to the Directive Letter issued by the District Department of the Environment (DDOE) dated June 21, 2012. BP and GES have reviewed the requirements of the Directive Letter and are prepared to further delineate the extent of on and off-site hydrocarbon impacts in the subsurface. Soil Vapor points will be installed and sampled off site to assess the risk to indoor air in the surrounding properties. Additional soil borings will be installed on site (below the 2329 Champlain Street building) to collect supplementary soil samples to further characterize representative source area soil concentrations. In order to assess the potential for off site migration through groundwater, two monitoring wells will be installed off site. The approximate locations of the proposed soil vapor, soil borings and monitoring wells are presented on the attached Figure 1.

Geoprobe Soil Boring Installation and Sampling

GES and BP propose to install approximately five soil borings using a geoprobe located throughout the site, where access by a geoprobe is permitted. The intent of the installation of soil borings will be to provide an enhanced understanding of current source area soil concentrations. The proposed locations of the borings are provided on the attached **Figure 1**. It should be noted that due to the building being partially renovated, some borings may need to be moved in order to accommodate a Geoprobe drilling rig. Each of these borings will be installed to a depth of 10-15 feet below ground surface within the building (20-25 feet below street surface). Each interval will be analyzed for lithology, physical characterization and field screening using a photoionization detector (PID). The intervals with the highest field screening from each boring location will be collected for laboratory analysis. Each collected soil sample will be analyzed for benzene, toluene, ethyl benzene, and total xylenes (BTEX), methyl-tert butyl ether (MTBE) and naphthalene by EPA Method 8260 and total petroleum hydrocarbons-gasoline range organics (TPH-GRO) along with total petroleum hydrocarbons-diesel range organics (TPH-DRO) by EPA Method 8015. Following the collection of samples, each boring location will be abandoned and resurfaced to existing grade.

Soil Vapor Sampling

A total of five soil vapor points are proposed to be installed off site to delineate any potential for off site vapor migration from the source area of the Site to neighboring buildings. Each soil vapor point will be installed to a depth of five feet below ground surface. GES plans to install these vapor points in the District of Columbia's right of way rather than gain access agreements with adjacent property owners. It is also GES's intention to install these soil vapor points in the tree boxes along the sidewalk to minimize disruption.

SOIL BORING, SOIL VAPOR and MONITORING WELL INSTALLATION WORKPLAN

2329 Champlain Street, Washington, DC

DDOE LUST Case #96-074

Page 2 of 3

Once the boring has been completed to approximately five feet below surface grade, one ¾-inch diameter PVC well screen and casing with an approximately one foot long screened length with cap at the bottom will be installed to the ground surface. The screened portion of this sampling point will be set in an approximately 12-inch thick bed of #2 well sand. An approximately four-foot thick bentonite seal will then be installed above this lower sample point.

After a two week stabilization period, all sampling points will then be purged for at least one minute using an air pump. Following purging, a Summa Canister® or equivalent will then be used to collect a vapor sample from each of the five discrete sampling points. During sampling, helium tracer gas will be used to assure there are no leaks from the sampling fitting. The soil vapor samples will be submitted for laboratory analysis for benzene, toluene, ethyl benzene, and total xylenes (BTEX), methyl-tert butyl ether (MtBE) and methane by EPA Method TO-15 with a suitable analytical method detection limit requested.

Groundwater Monitoring Well Installation

GES proposes to install two permanent groundwater monitoring wells using a geoprobe or similar drilling rig off site of the subject property. The intent of the monitoring wells is to provide an enhanced understanding of current subsurface soil and groundwater conditions off site. The proposed locations of the monitoring well are provided on the attached **Figure 1**. Each of these monitoring wells will be installed to a depth of ten feet below observed groundwater (approximately 20-25 feet below ground surface). Based on previous field activities conducted by GES, it is anticipated that groundwater will be found at approximately 10-15 feet below ground surface. Each interval will be analyzed for lithology, physical characterization and field screening using a PID. The intervals with the highest field screening from each boring location will be collected for laboratory analysis. Each collected soil sample will be analyzed for BTEX, MTBE and naphthalene by EPA Method 8260 and TPH-GRO along with TPH-DRO by EPA Method 8015. After the monitoring wells are developed and allowed to equilibrate they will be analyzed for BTEX, MTBE and naphthalene by EPA Method 8260 and TPH-GRO along with TPH-DRO by EPA Method 8015.

Upon DDOE approval of this Work Plan, GES will submit the attached Department of Consumer and Regulatory Affairs (DCRA) Building Permit Application and the DDOE Building Permit Application Supplemental Form - Environmental Questionnaire for the proposed soil borings, soil vapor points and monitoring wells.

Well Construction Workplan Requirements as required by the DDOE are each addressed below:

1. *The name, address and contact information of the property owner:*
 - Kings Creek, LLC
G&G, LLC
Dave Cordingly
2329 Champlain Street NW
Washington, DC 20002
2. *The name, address, telephone number, and DC business license number of the well driller and a current copy of the well driller's state certification:*
 - Driller has not been named at this time
3. *Intended well use, e.g., monitoring, geothermal, dewatering, soil gas, geotechnical, etc.:*
 - Soil borings, soil gas and monitoring wells to investigate soil and groundwater impacts;
4. *Site topography and geologic information*
 - Groundwater flow is west to east / southeast. Soils are primarily unconsolidated sand, silt and clays.
5. *The proposed well construction methods including drilling methods and procedures, and drilling fluids to be used:*
 - Soil borings will be direct pushed to ~25 feet below surface grade;

SOIL BORING, SOIL VAPOR and MONITORING WELL INSTALLATION WORKPLAN

2329 Champlain Street, Washington, DC

DDOE LUST Case #96-074

Page 3 of 3

6. *A description of the proposed well construction activity, well construction materials and equipment to be used, plans for handling, testing, and disposing of investigation-derived waste and any other information specific to the proposed well construction activity:*
 - o Soil borings will be installed with a direct push probe;
 - o All generated waste will either be containerized for appropriate off-site disposal or backfilled in open borings.
7. *A description of any equipment or materials that shall or may be placed in the well such as, pumps, pipes, loops or liners, or any operations that may impact water quantity or quality:*
 - o No equipment will be placed in soil borings beyond sampling pumps and bailers.
8. *Details of any contamination on the site:*
 - o Subsurface petroleum impacts exist on site.
9. *Details of steps that will be taken to prevent any cross-contamination between boreholes, if applicable:*
 - o Equipment will be decontaminated between bore holes.
10. *Details of steps that will be taken to prevent cross-contamination between groundwater aquifers, if applicable:*
 - o Not applicable.
11. *A well design diagram or schematic detailing how the well will be constructed:*
 - o See attached monitoring well diagram.
12. *A site map, figure, plat, or plan depicting the geographical location of the well within the property boundaries and any setback distances from contamination sources:*
 - o See attached Figure 1.
13. *Well construction schedule to allow DDOE inspectors to be on site during activities:*
 - o DDOE will be notified of geoprobe schedule.
14. *Any other relevant details:*
 - o Not applicable

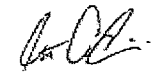
Schedule

The soil borings, monitoring wells and soil vapor points will be installed within 60 days of receipt of public right of way permits.

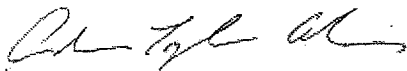
GES appreciates the continued guidance of the DDOE. Should you have any questions or require additional information, please contact the undersigned at 1(800)220-3606 extension 3740 and 3703, respectively, or Mr. Nick Onufrak, Project Manager for the Atlantic Richfield Company (a BP affiliate), at (410)825-8213.

Sincerely,

GROUNDWATER & ENVIRONMENTAL SERVICES, INC.

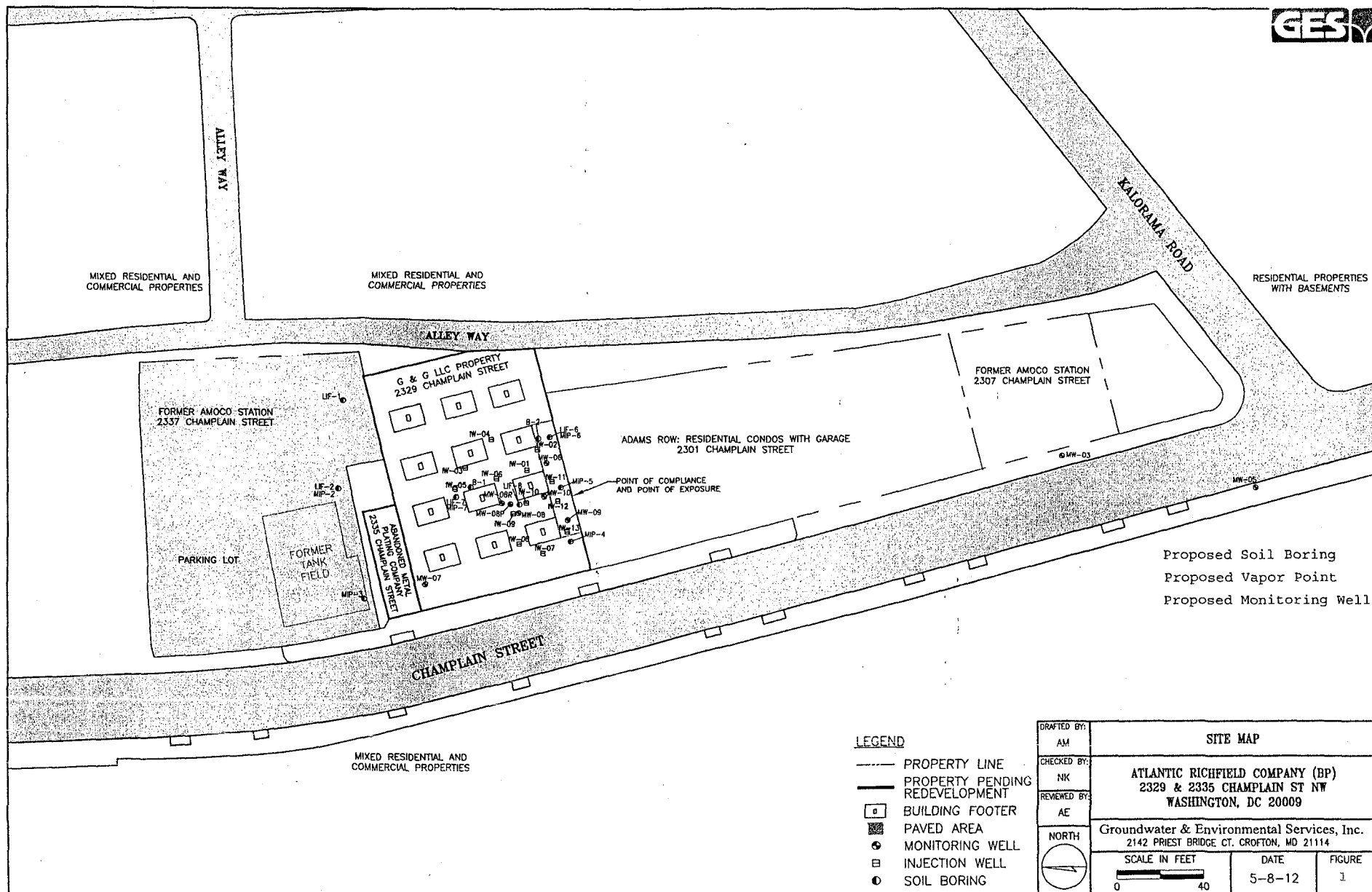


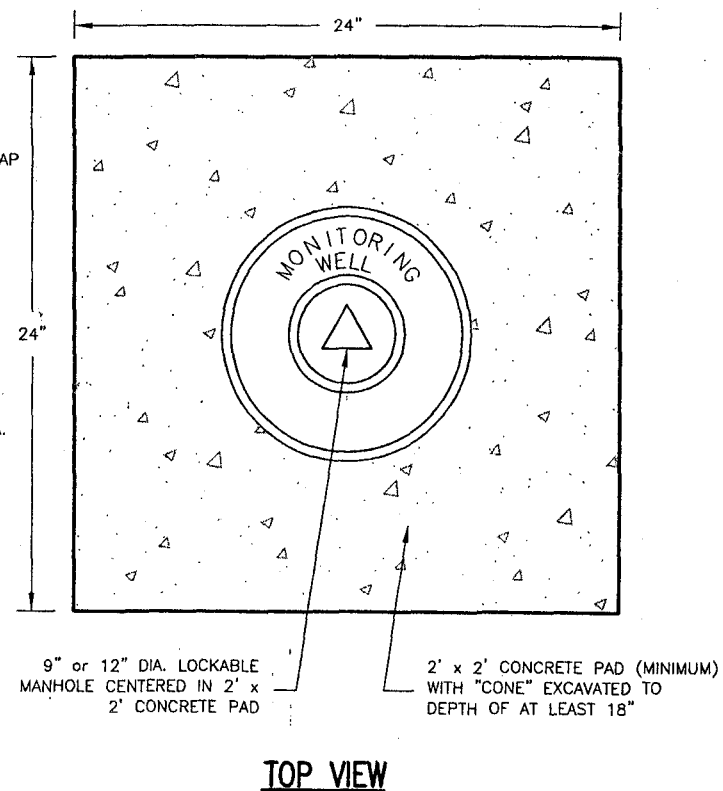
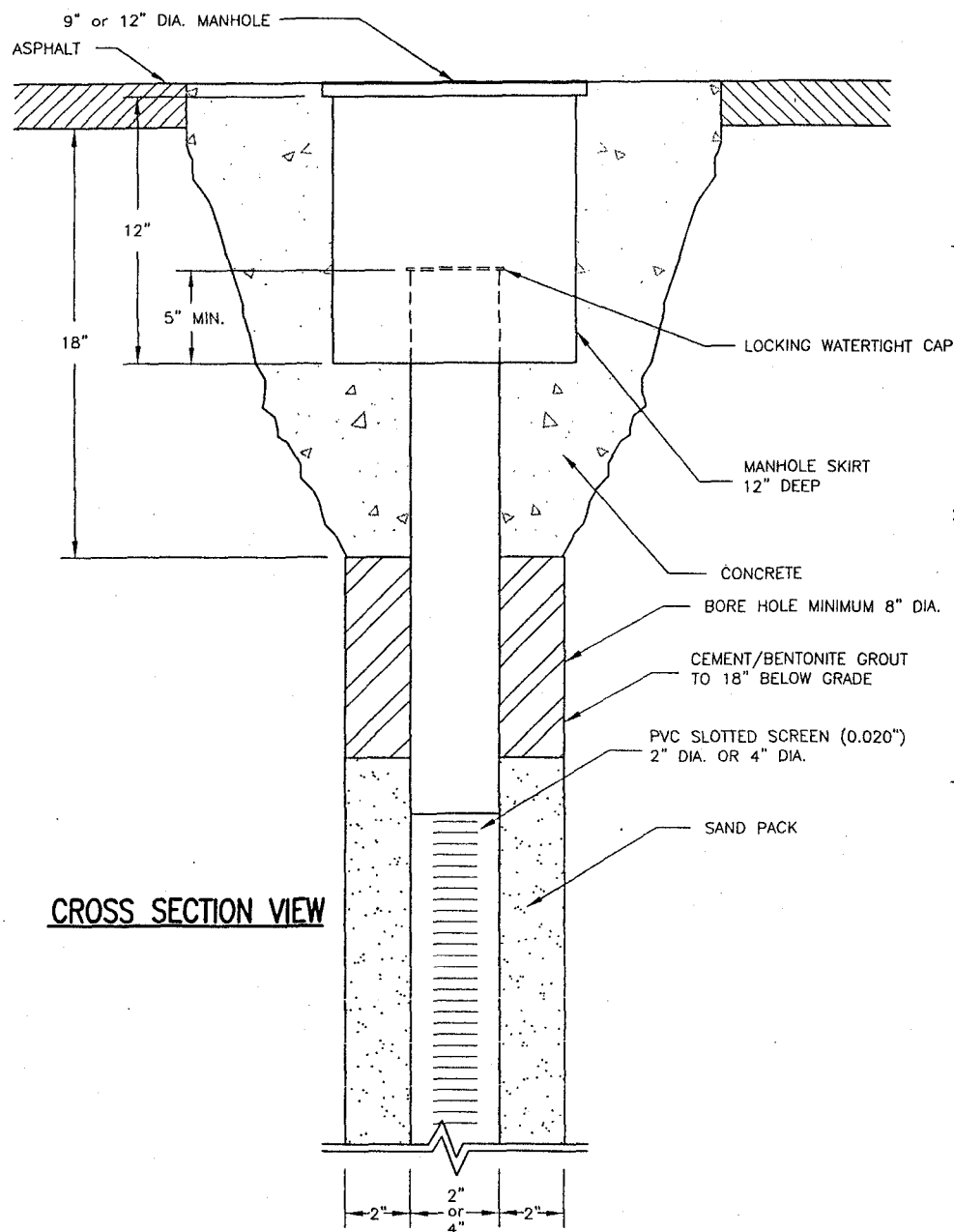
Scott Andresini
Case Manager



Andrea Taylorson-Collins
Project Manager

c: Nick Onufrak, Atlantic Richfield, Towson, MD (PDF)
File, GES, #358100





TYPICAL SPECIFICATIONS FOR MONITORING WELL DETAIL
NOT TO SCALE



**Groundwater
& Environmental Services, Inc.**

2142 Priest Bridge Court • Suite 1 • Crofton, Maryland 21114 • (800) 220-3606 • FAX (410) 721-3733

August 17, 2012

Mr. Rasathurai Thinkakaran
Toxic Substances Division, Underground Storage Tanks Branch
1200 First St. NE, 5th floor
Washington, DC 20002

**Re: REVISED SOIL BORING, SOIL VAPOR and MONITORING WELL INSTALLATION
WORKPLAN**
BP Site # 15635005 (Former Amoco)
2329 Champlain Street, NW - LUST Case #96-074
Washington, DC, 20002

Dear Mr. Thinkakaran:

Groundwater and Environmental Services, Inc. (GES), on behalf of BP Products of North America, Inc. (BP), is submitting this **Revised Soil Boring, Soil Vapor and Monitoring Well Workplan** in response to the Directive Letter issued by the District Department of the Environment (DDOE) dated June 21, 2012 and August 3, 2012. BP and GES have reviewed the requirements of the Directive Letters and are prepared to further delineate the extent of on and off-site hydrocarbon impacts in the subsurface. Soil Vapor points will be installed and sampled off site to assess the risk to indoor air in the surrounding properties. Additional soil borings will be installed on site (below the 2329 Champlain Street building) to collect supplementary soil samples to further characterize representative source area soil concentrations. In order to assess the potential for off site migration through groundwater, two monitoring wells will be installed off site. The approximate locations of the proposed soil vapor, soil borings and monitoring wells are presented on the attached **Figure 1**.

Geoprobe Soil Boring Installation and Sampling

GES and BP propose to install approximately eight soil borings using a geoprobe located throughout the site, where access by a geoprobe is permitted. The intent of the installation of soil borings will be to provide an enhanced understanding of current source area horizontal and vertical extent and to provide current representative concentrations of constituents of concern (COCs). The proposed soil borings will be installed in accordance with Section 4.7.2 of the June 2011 District of Columbia Risk Based Corrective Action (RBCA) Technical Guidance Document. The proposed locations of the borings are provided on the attached **Figure 1**. It should be noted that due to the building being partially renovated, some borings may need to be moved in order to accommodate a Geoprobe drilling rig.

Continuous soil sampling will be accomplished using acetate sleeves. Soil will be field screened continuing below the water table and the soil boring continue until a depth at which field screening suggests impacts no longer exist. At least two samples corresponding to the highest field screening readings above the water table will be sent to the laboratory for analysis. If the thickness of the impact below the water table is more than 5 feet, a soil sample will be collected from below the water table for laboratory analysis. In addition to the soil sampling described above, a sample from the approximate depth and location of the three highest historical analytical data locations will be collected, even if it does not correspond with the above RBCA sampling requirements. The three highest standard exceedances observed historically at the Site were SB-1 (1996) at 15-17 fbg (corresponds to 5-7 fbg due to current grading at site), SB-2 (1996) at 15-17 fbg (corresponds to 5-7 fbg due to current grading at site) and LSI-SB-3 (2002) at 18 fbg (corresponds to 8 fbg due to current grading at site),

SOIL BORING, SOIL VAPOR and MONITORING WELL INSTALLATION WORKPLAN

2329 Champlain Street, Washington, DC

DDOE LUST Case #96-074

Page 2 of 4

Each interval will be analyzed for lithology, physical characterization, olfactory description and field screening using a photoionization detector (PID). Each collected soil sample will be adequately preserved and analyzed for benzene, toluene, ethyl benzene, and total xylenes (BTEX), methyl-tert butyl ether (MTBE) and naphthalene by EPA Method 8260B, polycyclic aromatic hydrocarbons (PAHs) by EPA method 8270C and total petroleum hydrocarbons-gasoline range organics (TPH-GRO) along with total petroleum hydrocarbons-diesel range organics (TPH-DRO) by EPA Method 8015M. Adequate quality assurance and quality control (QA/QC) procedures will be utilized to ensure sample quality and integrity. All sampling equipment will be decontaminated utilizing the DDOE, USEPA, and/or industry standard protocol. Following the collection of samples, each boring location will be abandoned and resurfaced to existing grade per ASTM Guidance D 5299-99 (2005)

Soil Vapor Sampling

A total of five soil vapor points are proposed to be installed off site to delineate any potential for off site vapor migration from the source area of the Site to neighboring buildings. Each soil vapor point will be installed to a depth below ground surface that corresponds to a one foot interval below the estimated or field verified subgrade structure depth closest to each soil vapor point location, or one foot above groundwater if groundwater is present at the required depth. GES will attempt to access/ information to the nearest subsurface structure closest to each soil vapor point to determine the vapor point depth prior to installation. GES plans to install these vapor points in the District of Columbia's right of way rather than gain access agreements with adjacent property owners. It is also GES's intention to install these soil vapor points in the tree boxes along the sidewalk to minimize disruption.

Once the boring has been completed to a one foot deeper than the nearest subgrade structure to the respective soil vapor point, one 3/4-inch diameter PVC well screen and casing with an approximately one foot long screened length with cap at the bottom will be installed to the ground surface. The screened portion of this sampling point will be set in an approximately 12-inch thick bed of #2 well sand. An approximately five-foot thick bentonite seal will then be installed above this lower sample point.

After a two week stabilization period, all sampling points will then be purged three times the well volume using an air pump. Following purging, a Summa Canister® will then be used to collect a vapor sample from each of the five discrete sampling points. During sampling, helium tracer gas will be used to assure there are no leaks from the sampling fitting. The soil vapor samples will be submitted for laboratory analysis for benzene, toluene, ethyl benzene, and total xylenes (BTEX), methyl-tert butyl ether (MtBE), naphthalene and methane by EPA Method TO-15.

Groundwater Monitoring Well Installation

GES proposes to install three permanent groundwater monitoring wells using a geoprobe or similar drilling rig off site of the subject property in accordance with Section 4.7.2 of the June 2011 District of Columbia RBCA Technical Guidance Document. . The intent of the monitoring wells is to provide an enhanced understanding of current subsurface soil and groundwater conditions off site. The proposed locations of the monitoring well are provided on the attached Figure 1. Each of these monitoring wells will be installed to a depth of ten feet below observed groundwater (approximately 20-25 feet below ground surface). Based on previous field activities conducted by GES, it is anticipated that groundwater will be found at approximately 10-15 feet below ground surface. Each interval will be analyzed for lithology, physical characterization, olfactory description and field screening using a PID. Continuous soil sampling will be accomplished using acetate sleeves. Soil will be field screened continuing below the water table and the soil boring continue until a depth at which field screening suggests impacts no longer exist. At least two samples corresponding to the highest field screening readings above the water table will be sent to the laboratory for analysis. If the thickness of the impact below the water table is more than 5 feet, a soil sample

SOIL BORING, SOIL VAPOR and MONITORING WELL INSTALLATION WORKPLAN

2329 Champlain Street, Washington, DC

DDOE LUST Case #96-074

Page 3 of 4

will be collected from below the water table for laboratory analysis.. Each collected soil sample will be analyzed for BTEX and MTBE by EPA Method 8260B, PAHs by EPA method 8270C and TPH-GRO along with TPH-DRO by EPA Method 8015M. After the monitoring wells are developed and allowed to equilibrate they will be analyzed for BTEX and MTBE by EPA Method 8260, PAHs by EPA method 8270C and TPH-GRO along with TPH-DRO by EPA Method 8015.

Upon DDOE approval of this Work Plan, GES will submit the attached Department of Consumer and Regulatory Affairs (DCRA) Building Permit Application and the DDOE Building Permit Application Supplemental Form - Environmental Questionnaire for the proposed soil borings, soil vapor points and monitoring wells.

Well Construction Workplan Requirements as required by the DDOE are each addressed below:

1. *The name, address and contact information of the property owner:*
 - o Kings Creek, LLC
 - o G&G, LLC
 - o Dave Cordingly
 - o 2329 Champlain Street NW
 - o Washington, DC 20002
2. *The name, address, telephone number, and DC business license number of the well driller and a current copy of the well driller's state certification:*
 - o Driller has not been named at this time
3. *Intended well use, e.g., monitoring, geothermal, dewatering, soil gas, geotechnical, etc.:*
 - o Soil borings, soil gas and monitoring wells to investigate soil and groundwater impacts;
4. *Site topography and geologic information*
 - o Groundwater flow is west to east / southeast. Soils are primarily unconsolidated sand, silt and clays.
5. *The proposed well construction methods including drilling methods and procedures, and drilling fluids to be used:*
 - o Soil borings will be direct pushed to ~25 feet below surface grade;
6. *A description of the proposed well construction activity, well construction materials and equipment to be used, plans for handling, testing, and disposing of investigation-derived waste and any other information specific to the proposed well construction activity:*
 - o Soil borings will be installed with a direct push probe;
 - o All generated waste will either be containerized for appropriate off-site disposal or backfilled in open borings.
7. *A description of any equipment or materials that shall or may be placed in the well such as, pumps, pipes, loops or liners, or any operations that may impact water quantity or quality:*
 - o No equipment will be placed in soil borings beyond sampling pumps and bailers.
8. *Details of any contamination on the site:*
 - o Subsurface petroleum impacts exist on site.
9. *Details of steps that will be taken to prevent any cross-contamination between boreholes, if applicable:*
 - o Equipment will be decontaminated between bore holes.
10. *Details of steps that will be taken to prevent cross-contamination between groundwater aquifers, if applicable:*
 - o Not applicable.
11. *A well design diagram or schematic detailing how the well will be constructed:*
 - o See attached monitoring well diagram.
12. *A site map, figure, plat, or plan depicting the geographical location of the well within the property boundaries and any setback distances from contamination sources:*
 - o See attached Figure 1.

SOIL BORING, SOIL VAPOR and MONITORING WELL INSTALLATION WORKPLAN

2329 Champlain Street, Washington, DC

DDOE LUST Case #96-074

Page 4 of 4

13. *Well construction schedule to allow DDOE inspectors to be on site during activities:*

- DDOE will be notified of geoprobe schedule.

14. *Any other relevant details:*

- Not applicable

Schedule

The soil borings, monitoring wells and soil vapor points will be installed within 60 days of receipt of public right of way permits.

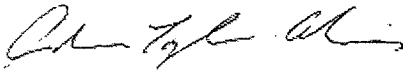
GES appreciates the continued guidance of the DDOE. Should you have any questions or require additional information, please contact the undersigned at 1(800)220-3606 extension 3740 and 3703, respectively, or Mr. Nick Onufrak, Project Manager for the Atlantic Richfield Company (a BP affiliate), at (410)825-8213.

Sincerely,

GROUNDWATER & ENVIRONMENTAL SERVICES, INC.

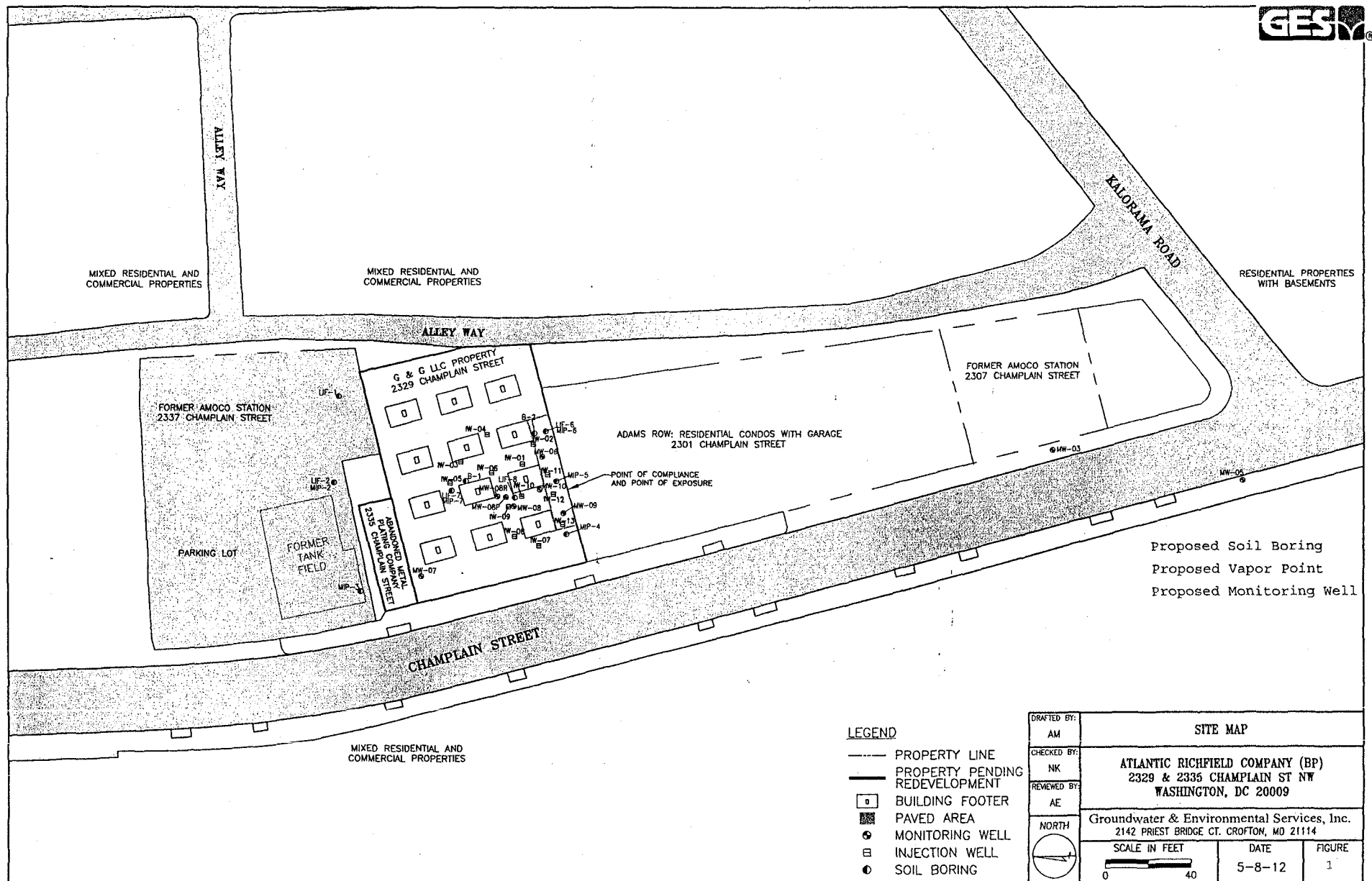


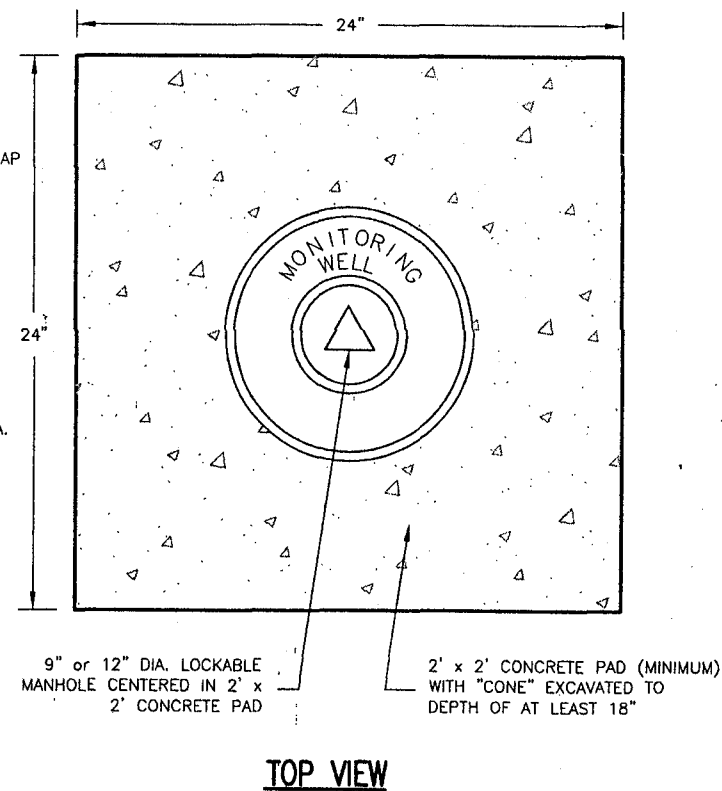
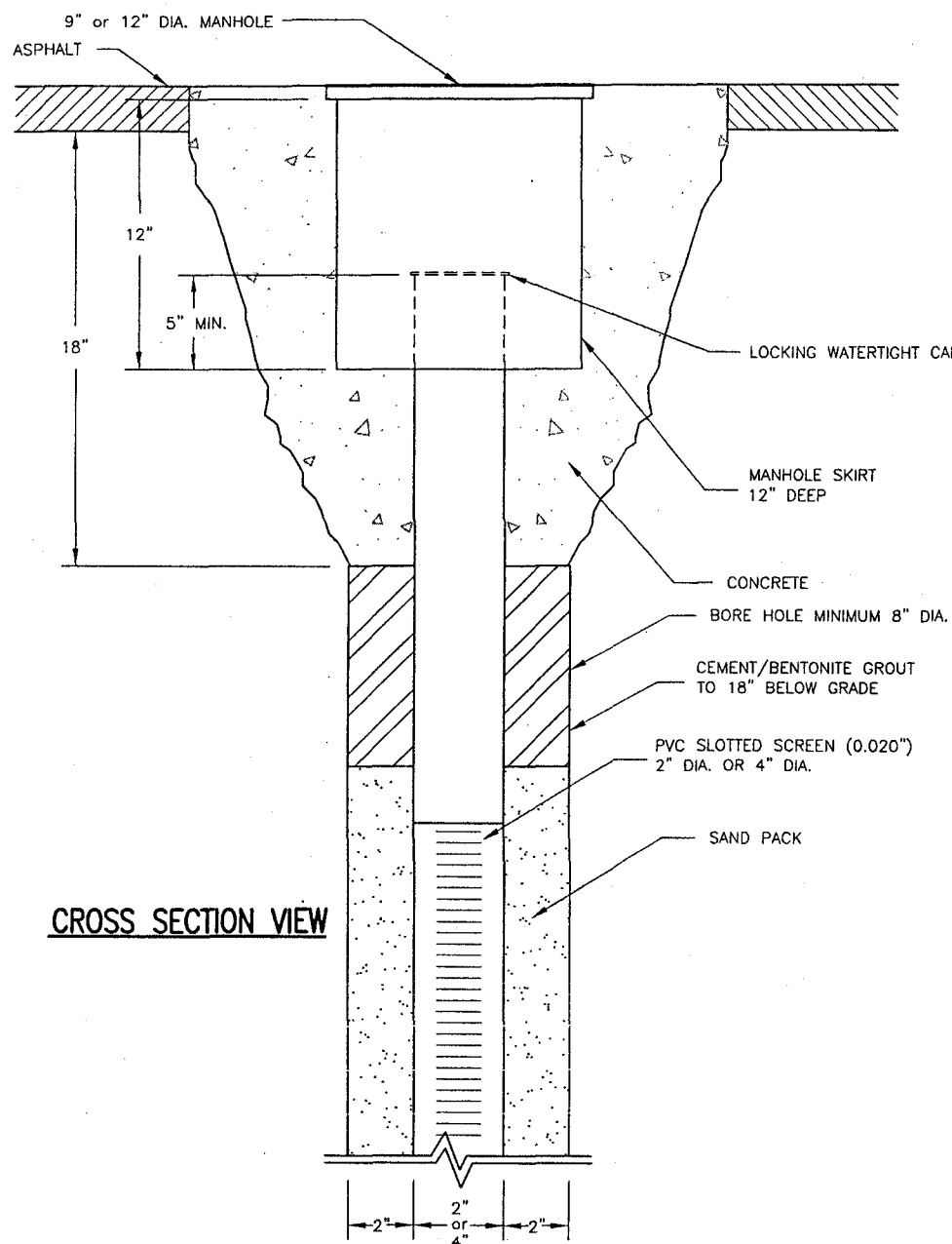
Scott Andresini
Case Manager



Andrea Taylorson-Collins
Project Manager

c: Nick Onufrak, Atlantic Richfield, Towson, MD (PDF)
File, GES, #389415





TYPICAL SPECIFICATIONS FOR MONITORING WELL DETAIL

NOT TO SCALE

FIGURE

2

6



April 27, 2012

Mr. Rasathurai Thinakaran
District of Columbia, Department of the Environment
Toxic Substances Division, Land Development and Remediation Branch
Underground Storage Tank Program
1200 1st Street, NE, 5th Floor
Washington, D.C. 20002

Re: Quarterly Status Reports
BP/Former Amoco Sites
Washington, D.C.

Dear Mr. Thinakaran:

On behalf of BP Products North America Inc. (BP), URS Corporation (URS) is submitting the 1st Quarter 2012 Status Report for the following BP/Former Amoco sites:

- #15635005 2329 Champlain Street, NW

If you have any questions regarding these reports or require additional information, please contact Mr. Nick Onufrak, Project Manager for the Atlantic Richfield Company (a BP-affiliate), at (410) 825-8213, or either of the undersigned at (410) 487-8959.

Regards,
URS CORPORATION

Megan Salame for
Megan Salame
Site Manager

Mike Pierpoint
Mike Pierpoint
Project Manager

cc: Mr. Nick Onufrak, Atlantic Richfield Company, Towson, MD (PDF)
Dr. Bob F. Emwanta, DDOE
Ms. Fianna Phill, DDOE
Mr. Dave Cordingley, Gourley & Gourley

FIRST QUARTER 2012 QUARTERLY STATUS REPORT

BP SITE #15635005
2329 CHAMPLAIN STREET, NW: LUST CASE #96074
WASHINGTON, D.C.

Prepared for

BP Products North America Inc.
1 West Pennsylvania Avenue, Suite 440
Towson, Maryland 21204-5031

And

District of Columbia
Department of the Environment
1200 1st Street, NE
Washington, DC 20002

April 2012

URS

URS Corporation
12420 Milestone Center Drive, Suite 150
Germantown, Maryland 20876
Phone (301) 820-3000

REPORTING PERIOD: January - March 2012
AGENCY CONTACT: DDOE, Apurva Patil
BP CONTACT: Nick Onufrak, (410) 825-8213
URS CONTACT: Mike Pierpoint, (410) 487-8959

1.0 SITE HISTORY

- In March and June of 1996, CTE Engineers, Inc. conducted Phase I and II environmental site assessments at 2329 Champlain Street, NW (2329 Site). Five (5) soil borings were installed.
- In June 1996, one 500-gallon and one 1,000-gallon underground storage tank (UST), and several hydraulic lifts were removed from the 2329 Site. Impacted soil was also removed.
- In November 1996, Dames & Moore submitted a Comprehensive Site Assessment (CSA) for the 2329 Site. Three monitoring wells (MW-01, MW-02, and MW-03) were installed.
- In October 2002, Land Strategies Inc. installed three soil borings along the northern end of the 2329 Site.
- On May 7, 2003, Environ International Corporation (Environ) conducted a geophysical survey at 2337 Champlain Street, NW (2337 Site). The survey indicated the presence of several USTs. Subsequently, four monitoring wells were installed at the 2337 Site.
- In July 2003, fifteen (15) USTs and approximately 800 tons of impacted soil were removed from the 2337 Site. In the southwestern corner of the 2337 Site, an area of impacted soil was left in place because of structural concerns.
- On July 23, 2003, the Department of Columbia, Department of Health (DCDOH) issued a directive to conduct a CSA for the 2329 Site.
- In October 2003, Environ installed two soil borings in the southwest portion of the 2337 Site, one of which was converted into monitoring well MW-05.
- On November 26, 2003, a CSA report for the 2329 Site was submitted to DCDOH.
- On June 3, 2004, temporary monitoring well GW-06 was installed at the 2329 Site.
- In November 2004, temporary groundwater sampling points GW-07 through GW-12 were installed at the 2329 Site.
- On May 24, 2005, a combined Corrective Action Plan (CAP) for the 2329 and 2337 Sites was submitted to the DCDOH. The CAP proposed in-situ chemical oxidation (ISCO) at both sites, and the installation of a vapor mitigation system at the 2329 Site.
- In August 2005, ISCO injections were performed at the 2329 Site. Access to the 2337 Site was not yet obtained from the new property owner (Adams Investment).
- In February 2006, ISCO injections were performed at both the 2329 and 2337 Sites.
- In May 2007, URS Corporation (URS) was retained by the Atlantic Richfield Company to manage the environmental monitoring and remediation at the site.
- On October 15, 2008, the top of the casings of monitoring wells MW-01 through MW-05 were resurveyed to verify the elevations, and the relative top of casing elevation of wells MW-06 through MW-09 were established. In addition, two drums containing previously-generated soil cuttings and waste water were removed from the basement of the site.

- On June 25, 2009, a quarterly groundwater sampling event was conducted. Liquid-phase hydrocarbons (LPH) were detected in monitoring well MW-08 with a thickness of 1.90 feet, but not recovered until July 1, 2009.
- On July 1, 2009, monitoring well MW-08 was regauged, and 2.06 feet of LPH was measured. The LPH was recovered by manual bailing and placed in an appropriately-labeled steel drum located on the site. All monitoring wells and injection wells on the site were gauged on July 17, 2009, and LPH were not detected. Monitoring well MW-08 was double checked with a bailer to confirm if LPH were present. A trace amount of LPH (approximately 0.01 gallons) were bailed from the well, and placed in the site storage drum.
- On August 13 and September 11, 2009, LPH were detected in monitoring well MW-08 (0.04 and 0.02 feet, respectively). LPH were recovered by manual bailing, and placed in the site storage drum.
- On November 16, 2009 and December 3, 2009, LPH were detected in monitoring well MW-08 (<0.01 and 0.02 feet, respectively). LPH were recovered by manual bailing, and placed in the site storage drum.
- On January 29, 2010, LPH were detected in monitoring well MW-08 with a thickness of 0.01 feet. LPH were recovered by manual bailing, and placed in the site storage drum.
- On March 24, 2010, the monitoring and injection wells on the site were gauged and a bionutrient solution was added. LPH were detected in monitoring well MW-08 (2.42 feet) and IW-05 (0.02 feet). LPH were not detected in any other monitoring well or injection well. LPH were recovered by manual bailing, and placed in the site storage drum. Five gallons of bionutrient solution was added to injection wells IW-01, IW-02, IW-05, IW-06, and IW-08 through IW-13 and flushed with water.
- On July 28, 2010 and August 4, 2010, LPH were detected in monitoring well MW-08 (0.02 and 0.02 feet, respectively). LPH were recovered by manual bailing, and placed in the site storage drum.
- On January 4-7, 2011, monitoring wells MW-08R and MW-10 were installed to depths of 25 feet and 20 feet respectively. Monitoring well MW-08 was abandoned during the process.
- On March 24, 2011, bionutrients were applied to injection wells IW-01, IW-02, IW-06, IW-08 and IW-10 through IW-13.
- On April 25, 2011, one gallon of surfactant was applied to MW-08R.
- On June 22, 2011, two pounds of epsom salt was applied to injection wells IW-08 and IW -10 through IW-13.
- On October 20, 2011, BP issued a safety stand-down due to an incident that occurred at BP Site 84724 (2917 Martin Luther King JR. Avenue, SE Washington, D.C.). No work was conducted at any BP District of Columbia Site during the safety stand-down, including this location.
- On November 16, 2011, BP lifted the safety stand down.

2.0 WORK PERFORMED

- On February 8, 2012, a quarterly groundwater sampling event was conducted. Monitoring wells (MW-06, MW-06P, MW-07, MW-08R, MW-08P, MW-09 and MW-10) and injection wells (IW-01, IW-02, IW-03, IW-05, IW-06, and IW-08 through IW-13) were gauged. LPH were not detected in any of the monitoring wells. Groundwater samples were collected from monitoring wells MW-06, MW-07, MW-08R, MW-09, and MW-10. All groundwater samples were submitted to Lancaster Laboratories of Lancaster, Pennsylvania for analysis of benzene, toluene, ethylbenzene, and xylenes (BTEX) and methyl tert butyl ether (MTBE) by Environmental Protection Agency (EPA) Method 8260, and total petroleum hydrocarbon-gasoline range organics (TPH-GRO) by EPA

Method 8015B. Groundwater samples from monitoring wells MW-06, MW-07, and MW-09 were submitted for analysis of sulfate (EPA Method 300.0).

- The groundwater gauging data are provided in **Table 1**. The groundwater analytical results for all the wells sampled during this period are provided in **Table 2**, and the corresponding laboratory data sheets are included as an appendix to this report. The water quality field parameters are provided in **Table 4**. The geochemical groundwater analytical results are provided in **Table 5**. Historical groundwater analytical results are summarized in **Table 3**.
- The groundwater elevations based on data collected during the February 8, 2012 groundwater sampling event are presented in **Figure 1**, and concentration maps depicting the benzene and total BTEX concentrations are provided as **Figures 2 and 3**, respectively. Graphs depicting the average corrected groundwater elevation over time, as well as historical benzene and total BTEX concentrations in select wells over time, are also provided in this report.

3.0 SYSTEM PERFORMANCE AND RECOVERY

- Not applicable

4.0 PROJECT STATUS

- Quarterly groundwater sampling, and quarterly status reporting

5.0 HYDROCARBON RECOVERY TABLE

LPH Recovered by Bailing		Hydrocarbons Recovered by EFR/HEAT	
Period	0 gal.	Days of Operations	0
YTD	0.00 gal.	Flow Rate	N/A gpm
YTD + Historical	1.13 gal.	TPH Removed	0 lbs
Hydrocarbons Recovered by System		Period	0 gal.
Days of Operations	N/A	YTD	0 gal.
Average Flow Rate	N/A cfm	YTD + Historical	0 gal.
TPH Removed	N/A lbs	Total Hydrocarbons Recovered, all methods	
Period	N/A gal.	Period	0 gal.
YTD	0 gal.	YTD	0.00 gal.
YTD + Historical	0 gal.	YTD + Historical	1.13 gal.

TPH = Total Petroleum Hydrocarbons

Assumes 6.17 pounds of vapor-phase hydrocarbons is equivalent to 1 gallon of LPH

6.0 DATA REVIEW AND RECOMMENDATIONS

- During the June 2009 sampling event, previously unidentified pipes were noted adjacent to monitoring wells MW-06 and MW-08, which have been designated as MW-06P and MW-08P, respectively. Construction details for pipe MW-06P and MW-08P could not be located, but when gauged, groundwater was detected. An attempt was made to ascertain the internal construction of pipe MW-06P and MW-08P and they were found to be properly installed across the groundwater table.
- In March 2010, LPH was observed in monitoring well MW-08, at an apparent thickness of 2.42 feet. A sample of the LPH was collected and has been submitted for laboratory analysis. The last occurrence of similar levels of LPH was April 2010 at 2.11 feet. Since then, LPH has been intermittently observed in low amounts (less than 0.39 feet). LPH has not been observed at the site since December 2, 2010. Monitoring well MW-08 was abandoned on January 5, 2011 during installation of MW-08R. LPH has not been observed since December 2, 2010 (MW-08).
- An analysis of available water quality parameters and geochemical data indicates that anaerobic natural attenuation of the benzene plume by indigenous microbes is occurring. Anaerobic microorganisms can degrade compounds under a variety of metabolic pathways, including iron-reduction, sulfate-reduction, and methanogenesis. The periphery of the site's benzene plume (MW-05) is characterized by a relatively low benzene concentration and a significant level of iron-reduction. As benzene concentrations increase towards the interior of the plume (MW-07 and MW-09), sulfate-reduction becomes the more dominant microbial process. The most concentrated region of the plume (MW-06 and MW-08P) appears to be dominated by methanogenic processes. This is a classic trend observed when natural plume attenuation is actively occurring. Nutrients were applied during the fourth quarter 2011 in monitoring wells MW-07 (1 pound) and MW-09 (1.5 pounds).



October 31, 2012

Mr. Rasathurai Thinakaran
District of Columbia, Department of the Environment
Toxic Substances Division, Land Development and Remediation Branch
Underground Storage Tank Program
1200 1st Street, NE, 5th Floor
Washington, D.C. 20002

Re: Quarterly Status Reports
BP/Former Amoco Sites
Washington, D.C.

Dear Mr. Thinakaran:

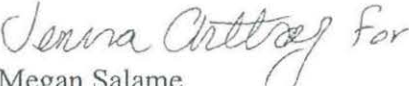
On behalf of BP Products North America Inc. (BP), URS Corporation (URS) is submitting the 3rd Quarter 2012 Status Report for the following BP/Former Amoco sites:

- #15635005 2329 Champlain Street, NW

If you have any questions regarding these reports or require additional information, please contact Mr. Nick Onufrak, Project Manager for the Atlantic Richfield Company (a BP-affiliate), at (410) 825-8213, or either of the undersigned at (443) 737-1289.

Regards,

URS CORPORATION


Megan Salame
Site Manager


Mike Pierpoint
Project Manager

cc: Mr. Nick Onufrak, Atlantic Richfield Company, Towson, MD (PDF)
Dr. Bob F. Emwanta, DDOE
Ms. Fianna Phill, DDOE
Mr. Dave Cordingley, Gourley & Gourley

THIRD QUARTER 2012 QUARTERLY STATUS REPORT

BP SITE #15635005
2329 CHAMPLAIN STREET, NW: LUST CASE #96074
WASHINGTON, D.C.

Prepared for

BP Products North America Inc.
1 West Pennsylvania Avenue, Suite 440
Towson, Maryland 21204-5031

And

District of Columbia
Department of the Environment
1200 1st Street, NE
Washington, DC 20002

October 2012

URS

URS Corporation
12420 Milestone Center Drive, Suite 150
Germantown, Maryland 20876
Phone (301) 820-3000

QUARTERLY STATUS REPORT

BP Site #15635005

REPORTING PERIOD: July - September 2012
AGENCY CONTACT: DDOE, Rasathurai Thinakaran
BP CONTACT: Nick Onufrak, (410) 825-8213
URS CONTACT: Mike Pierpoint, (443) 737-1289

1.0 SITE HISTORY

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- In June 1996, one 500-gallon and one 1,000-gallon underground storage tank (UST), and several hydraulic lifts were removed from the 2329 Site. Impacted soil was also removed.
- In November 1996, Dames & Moore submitted a Comprehensive Site Assessment (CSA) for the 2329 Site. Three monitoring wells (MW-01, MW-02, and MW-03) were installed.
- In October 2002, Land Strategies Inc. installed three soil borings along the northern end of the 2329 Site.
- On May 7, 2003, Environ International Corporation (Environ) conducted a geophysical survey at 2337 Champlain Street, NW (2337 Site). The survey indicated the presence of several USTs. Subsequently, four monitoring wells were installed at the 2337 Site.
- In July 2003, fifteen (15) USTs and approximately 800 tons of impacted soil were removed from the 2337 Site. In the southwestern corner of the 2337 Site, an area of impacted soil was left in place because of structural concerns.
- On July 23, 2003, the Department of Columbia, Department of Health (DCDOH) issued a directive to conduct a CSA for the 2329 Site.
- In October 2003, Environ installed two soil borings in the southwest portion of the 2337 Site, one of which was converted into monitoring well MW-05.
- On November 26, 2003, a CSA report for the 2329 Site was submitted to DCDOH.
- On June 3, 2004, temporary monitoring well GW-06 was installed at the 2329 Site.
- In November 2004, temporary groundwater sampling points GW-07 through GW-12 were installed at the 2329 Site.
- On May 24, 2005, a combined Corrective Action Plan (CAP) for the 2329 and 2337 Sites was submitted to the DCDOH. The CAP proposed in-situ chemical oxidation (ISCO) at both sites, and the installation of a vapor mitigation system at the 2329 Site.
- In August 2005, ISCO injections were performed at the 2329 Site. Access to the 2337 Site was not yet obtained from the new property owner (Adams Investment).
- In February 2006, ISCO injections were performed at both the 2329 and 2337 Sites.
- In May 2007, URS Corporation (URS) was retained by the Atlantic Richfield Company to manage the environmental monitoring and remediation at the site.
- On October 15, 2008, the top of the casings of monitoring wells MW-01 through MW-05 were resurveyed to verify the elevations, and the relative top of casing elevation of wells MW-06 through MW-09 were established. In addition, two drums containing previously-generated soil cuttings and waste water were removed from the basement of the site.

- On June 25, 2009, a quarterly groundwater sampling event was conducted. Liquid-phase hydrocarbons (LPH) were detected in monitoring well MW-08 with a thickness of 1.90 feet, but not recovered until July 1, 2009.
- On July 1, 2009, monitoring well MW-08 was regauged, and 2.06 feet of LPH was measured. The LPH was recovered by manual bailing and placed in an appropriately-labeled steel drum located on the site. All monitoring wells and injection wells on the site were gauged on July 17, 2009, and LPH were not detected. Monitoring well MW-08 was double checked with a bailer to confirm if LPH were present. A trace amount of LPH (approximately 0.01 gallons) were bailed from the well, and placed in the site storage drum.
- On August 13 and September 11, 2009, LPH were detected in monitoring well MW-08 (0.04 and 0.02 feet, respectively). LPH were recovered by manual bailing, and placed in the site storage drum.
- On November 16, 2009 and December 3, 2009, LPH were detected in monitoring well MW-08 (<0.01 and 0.02 feet, respectively). LPH were recovered by manual bailing, and placed in the site storage drum.
- On January 29, 2010, LPH were detected in monitoring well MW-08 with a thickness of 0.01 feet. LPH were recovered by manual bailing, and placed in the site storage drum.
- On March 24, 2010, the monitoring and injection wells on the site were gauged and a bionutrient solution was added. LPH were detected in monitoring well MW-08 (2.42 feet) and IW-05 (0.02 feet). LPH were not detected in any other monitoring well or injection well. LPH were recovered by manual bailing, and placed in the site storage drum. Five gallons of bionutrient solution was added to injection wells IW-01, IW-02, IW-05, IW-06, and IW-08 through IW-13 and flushed with water.
- On July 28, 2010 and August 4, 2010, LPH were detected in monitoring well MW-08 (0.02 and 0.02 feet, respectively). LPH were recovered by manual bailing, and placed in the site storage drum.
- On January 4-7, 2011, monitoring wells MW-08R and MW-10 were installed to depths of 25 feet and 20 feet respectively. Monitoring well MW-08 was abandoned during the process.
- On March 24, 2011, bionutrients were applied to injection wells IW-01, IW-02, IW-06, IW-08 and IW-10 through IW-13.
- On April 25, 2011, one gallon of surfactant was applied to MW-08R.
- On June 22, 2011, two pounds of epsom salt was applied to injection wells IW-08 and IW -10 through IW-13.
- On October 20, 2011, BP issued a safety stand-down due to an incident that occurred at BP Site 84724 (2917 Martin Luther King JR. Avenue, SE Washington, D.C.). No work was conducted at any BP District of Columbia Site during the safety stand-down, including this location.
- On November 16, 2011, BP lifted the safety stand down.

2.0 WORK PERFORMED

- On August 28, 2012, a quarterly groundwater sampling event was conducted. Monitoring wells (MW-06, MW-06P, MW-07, MW-08R, MW-08P, MW-09 and MW-10) and injection wells (IW-01, IW-02, IW-03, IW-05, IW-06, and IW-08 through IW-13) were gauged. LPH were not detected in any of the monitoring wells. Groundwater samples were collected from monitoring wells MW-06, MW-07, MW-08R, MW-09, and MW-10. All groundwater samples were submitted to Lancaster Laboratories of Lancaster, Pennsylvania for analysis of benzene, toluene, ethylbenzene, and xylenes (BTEX) and methyl tert butyl ether (MTBE) by Environmental Protection Agency (EPA) Method 8260, and total petroleum hydrocarbon-gasoline range organics (TPH-GRO) by EPA