

**CERTIFIED TRUE COPY**  
Tri-State Commercial Closings, Inc.  
By: William J. [Signature]

RECORDED 8/21/08  
AS INSTRUMENT NO. 2008089840  
IN THE Land  
RECORDS OF THE DISTRICT OF  
COLUMBIA

**CONSTRUCTION EASEMENT AGREEMENT**

This CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 29th day of February, 2008 by and between CENTRE SQUARE, LLC, a District of Columbia limited liability company ("CSL LLC"), 3<sup>rd</sup> & M Development, LLC, a District of Columbia limited liability company ("3<sup>rd</sup> & M"), Park Inn Associates, Limited Partnership, a Maryland limited partnership ("Park Inn") (CSL LLC, 3<sup>rd</sup> & M and Park Inn are hereinafter collectively referred to as "CSL") and WATERFRONT ASSOCIATES, LLC, a District of Columbia limited liability company ("Waterfront").

**WITNESSETH:**

WHEREAS, Waterfront is tenant under a long term ground lease related to certain real property consisting of land and improvements having a street address of 401 M Street, S.W., Washington, DC and known as Square 542, Lot 89 ("Waterfront Property"), and the District of Columbia is the holder of fee title to the Waterfront Property thereto as successor in interest to the RLA Revitalization Corporation has granted to Waterfront the authority to enter into this Agreement and perform its obligations hereunder on behalf of and to bind them and the Waterfront Property as more particularly provided herein; and

WHEREAS, CSL LLC is the developer of certain real property consisting of land and improvements adjoining the Waterfront Property and having a street address of 1101 and 1001 3<sup>rd</sup> St. S.W., Washington, DC and known as Square 542, Lot 79 (the "CSL Property"), and 3<sup>rd</sup> & M and Park Inn as the owners of the CSL Property have granted to CSL LLC the authority to enter into this Agreement and perform its obligations hereunder on behalf of 3<sup>rd</sup> & M and Park Inn and to bind them and the CSL Property as more particularly provided herein; and

WHEREAS, Waterfront intends to excavate portions of the Waterfront Property in connection with the phased construction of a mixed-use development and related improvements on the Waterfront Property (collectively the "Waterfront Project") in accordance with the plan attached hereto as Exhibit A; and

WHEREAS, CSL intends, in one or more phases, to renovate the existing north and south buildings and develop new buildings on the north and south parking lots on the CSL Property ("CSL Project"), (parking lots shown on Exhibit B); and

WHEREAS, CSL and Waterfront Associates desire to set forth their agreement with respect to certain easements, vertical structural supports, and site access during the construction of the Waterfront Project and CSL Project and thereafter as more fully set forth below.

WHEREAS, for purposes of this agreement, any reference to Waterfront shall include its successors/assigns and any reference to CSL shall include its successors/assigns.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **AGREEMENTS**

1. **CSL Courtyard Temporary Access Easement.** Subject to the terms and conditions of this Agreement, Waterfront hereby grants CSL and its contractors, tenants, licensees, invitees, guests, agents, successors and assigns, a temporary non-exclusive easement, license and permission to access a portion of the Waterfront Property described in Exhibit D for the limited purpose of ingress and egress only between the CSL courtyard and M Street over Waterfront's Property through what is currently a Waterfront alley ("CSL Courtyard Access Easement"). Usage of the Waterfront alley may not interfere with the utilization of the adjacent loading facility or interfere with Waterfront's tenants' use and enjoyment of Waterfront Property. Waterfront shall not limit CSL's access to the CSL courtyard during the effective period of this easement unless mutually agreed by the parties. The CSL Courtyard Access Easement shall commence upon written notice from CSL to Waterfront of CSL's intention to begin utilization of the CSL Courtyard Access Easement ("Notice of Intent to Proceed") and shall terminate upon CSL's completion of the renovation of the existing north and south residential towers and center courtyard, but in no event beyond (i) one (1) year from the date of the Notice of Intent to Proceed, such time period being subject to extension by mutual consent of the parties or (ii) any period of time access is provided to CSL's courtyard via other means within CSL's Property.

2. **Easement for Installation of Structural Support.** CSL hereby grants a temporary easement to Waterfront for its contractors, agents and employees to access a portion of the CSL Property, as shown on Exhibit E ("Installation Easement"), to install soldier piles, tie backs (and related sheeting and shoring) ("Structural Support Work") on or under the CSL Property, as shown on Exhibit F, for the purpose of providing lateral and subjacent support to the CSL Property in connection with the excavation of the Waterfront Property subject to the conditions of Paragraph 3 below. The Structural Support Work design shall be subject to CSL's engineers' review and reasonable consent; provided that CSL shall approve the design drawings within two (2) days from receipt of such design drawings. CSL shall promptly notify Waterfront of any deficiencies or concerns regarding CSL's review of the Structural Support Work design. This Installation Easement shall terminate upon Waterfront's completion of the construction of the foundation wall of the underground garage running along the CSL Property -- Waterfront Property boundary line as detailed in Exhibit F, but in no event beyond December 31, 2009.

3. **Conditions of the Installation Easement.** As a condition of the easement, license and permission to access the CSL Property to conduct the Structural Support Work contemplated by the Installation Easement, Waterfront agrees that:

- a. Waterfront will perform all Structural Support Work relating to this Agreement with minimal interference with CSL's tenants' use and enjoyment of CSL Property; and

- b. Waterfront will auger piles #16-22 (See Exhibit F) to alleviate driving piles at the closest locations to the north CSL apartment building; and
- c. Waterfront agrees to carefully monitor all seismic disturbances to CSL property relating to or resulting from the Structural Support Work and take whatever action necessary to prevent any damage resulting from the same. Waterfront agrees to provide CSL access to all monitoring reports (which shall be provided weekly to CSL) and the monitoring personnel. Waterfront's obligation to provide such monitoring shall terminate upon completion of the structural frame of the East 4<sup>th</sup> Street garage and building, unless seismic anomalies or movements of the CSL Property have been documented in the monitoring reports prior to the completion of the structural frame of the East 4<sup>th</sup> Street garage and building, in which case Waterfront shall continue the monitoring for an additional three (3) months. Waterfront and its 3<sup>rd</sup> party seismic consultancy have an affirmative obligation to disclose any and all seismic anomalies or movements of the CSL Property if any on each weekly report. If CSL reasonably believes such damage has occurred, CSL shall promptly notify Waterfront, and may, upon such notification, hire its own engineer at Waterfront's cost (which costs must be commercially reasonable) to monitor all seismic disturbances on CSL Property relating from construction activities on Waterfront Property. In the event that there is movement that may cause or has caused damage to CSL's Property, all Structural Support Work will be immediately suspended and CSL will be notified. Waterfront will be obligated to restore CSL Property to the condition that existed at commencement of the construction activity within 4 months from the date of disturbance, or such additional period as may be reasonably necessary to complete the restoration, provided that Waterfront is diligently pursuing restoration of the CSL Property. Waterfront will be liable for any and all costs or damages resulting from their excavation work; and
- d. Waterfront agrees to maintain a 6 foot setback for all tiebacks to the north of the north foundation wall of the north CSL building as shown on Exhibit F; and
- e. Waterfront will leave piles along the shared property line, then weld fencing to the piles for fall protection during the interim period between excavation and completion of the garage at the northeast corner. (This will be per Detail A on Clark's memo dated 11/27/07, Exhibit F.) Upon completion of Waterfront's garage at the northeast corner of Waterfront's Property, the piles will be cut down to approximately 4 feet below grade and left in place by Waterfront; and
- f. Waterfront shall provide CSL with monthly progress reports relating to Structural Support Work performed on or immediately adjacent to the CSL Property; and

- g. Waterfront shall not leave construction, staging and storage materials, debris or vehicles on CSL Property unless mutually agreed by the parties; and
- h. Waterfront agrees (i) to allow CSL to use the Waterfront wall at the property line for temporary framing of the CSL garage foundation wall on the CSL-Waterfront property line using a technique similar to a single-sided form, per attached Exhibit F, (ii) that the Waterfront building may provide support to the CSL wall if needed, and (iii) that the Waterfront and CSL walls may be connected in such a way as to be able to co-exist; and
- i. The parties hereto acknowledge that all tie backs will pass under portions of the CSL Property and that the soldier piles (and related sheeting and shoring) will be adjacent to the CSL Property and encroach upon the CSL property by no more than fifteen inches as detailed in Exhibit F. Since tie backs and soldier piles (and related sheeting and shoring) are left embedded underground, Waterfront shall deliver to CSL as-built drawings detailing the location, composition and dimensions thereof. At any time following the completion of the below-grade concrete stage of the construction when the tie backs and soldier piles are no longer in use by the Waterfront Project, CSL may (at its own expense) cut the tie backs (which will be automatically de-tensioned when CSL excavates adjacent to Waterfront' foundation wall) and soldier piles at the CSL Property line and remove the tie backs and soldier piles within the CSL Property. The tie backs and soldier piles may remain underground in the CSL Property indefinitely. While CSL will pay for the cost to remove the tie-backs and soldier piles, Waterfront agrees to indemnify CSL, subject to the provisions of paragraph 17, in the event that any other costs (including reasonable attorney fees), damages, injuries, claims, and or fines are incurred that arise from, are caused by, result from, or relate to said removal. The indemnification shall survive the expiration or earlier termination of this Agreement for a period of six (6) months after CSL completes excavation of the CSL Property or ten (10) years from installation of the foundation walls on the Waterfront Property, whichever is earlier.

4. Reimbursement of Costs. Waterfront shall reimburse CSL for any and all costs incurred arising from, as a result of, or related to Paragraphs 2 and 3 of this Agreement, including but not limited to reasonable and customary costs incurred for consultants, permitting, reasonable attorney fees, and lender approval, but excluding CSL's costs related to subparagraphs 3(i). CSL shall be responsible for invoicing Waterfront and including reasonable back-up supporting all costs.

5. Permits. Waterfront and CSL agree to perform all work in and about the CSL Property and Waterfront Property in a safe and workmanlike and lien-free manner, in accordance with the standards of the trade and in full compliance with all applicable governmental laws and regulations for the duration of construction to minimize the disruption and damage to the parties' property. The parties shall be obligated to obtain, at their sole cost and expense, all necessary permits in connection with all work, including without limitation the demolition work,

construction work, and the installation of underpinning, soldier piles, and tie backs (collectively the "Permits"). If necessary in connection with the issuance of the Permits, CSL and Waterfront agree to execute or endorse any application for the Permits, provided that CSL and Waterfront shall incur no cost or liability in conjunction with the other party's Permits.

6. Use of Cranes - Waterfront. In connection with the construction of the Waterfront Project, Waterfront shall from time to time utilize a variety of types of cranes or hoisting equipment ("Crane(s)"). Prior to the use of such Cranes, Waterfront shall submit plans to CSL showing the area of the CSL Property affected by the Crane swing, and CSL agrees to grant Waterfront permission to swing the boom of the Cranes over such area (such approval not to be unreasonably withheld, conditioned or delayed) on the following terms and conditions:

- a. Crane Operation. The Cranes shall be operated (a) in a safe and workmanlike manner, (b) in accordance with generally accepted construction practices in the District of Columbia, (c) in accordance with all applicable federal and District of Columbia laws and regulations (including without limitation the Occupational Safety and Health Act of 1970 and all standards and regulations issued pursuant thereto), and (d) in compliance with all necessary permits.
- b. Careful Use. In the development of the Waterfront Project, Waterfront shall cause its general contractors and all others performing work on its behalf to take all reasonable and appropriate steps to (a) preserve and protect the CSL Property from damage, (b) avoid any interference with the conduct and operation of the CSL Property, (c) obtain all permits and licenses required by the District of Columbia for proper construction, operation, and dismantling of the Crane, (d) confer with the appropriate personnel at all applicable utilities to identify and resolve potential safety problems that could arise due to the construction, operation, or dismantling of the Crane. Waterfront shall be liable for any and all injuries resulting or arising from the construction, operation and dismantling of the Crane. In addition, Waterfront will be liable for any and all damages to CSL Property resulting or arising from the construction, operation and dismantling of the Crane. In the event any such damage occurs, Waterfront will be obligated to restore CSL Property to the condition that existed prior to the commencement of the operation of the Crane within 4 months from the date such damage occurred, or such additional period as may be reasonably necessary to complete the restoration, provided that Waterfront is diligently pursuing restoration of the CSL Property.
- c. Waterfront shall allow only the boom of the Crane to pass over CSL Property and shall not allow the Crane to transport any load or materials over CSL Property, unless specified in any construction easement granted by CSL. Waterfront shall not allow the boom of the Crane to remain over CSL Property for any length of time greater than necessary in the course of construction and shall not leave the boom of the Crane over CSL Property overnight except to allow "weathervaning" of the Crane.

- d. Termination of Permission to Use Crane. The permission to swing the boom of the Crane over the CSL Property shall automatically terminate upon the earlier to occur of (i) substantial completion of all of the East 4<sup>th</sup> Street building, East Tower, and East M Street Building of the Waterfront Project shown on Exhibit A, and (ii) fifteen years (15) from the execution of this Agreement. It is the intent of the parties that each Crane used to construct any particular building be deconstructed as soon as possible after completion of such building.
- e. Release. Waterfront hereby agrees upon CSL's request to execute a release or similar document upon the expiration or earlier termination of permission to overswing pursuant to this Agreement that acknowledges the termination of such permission, in a form reasonably agreed to by the parties.

7. Use of Cranes - CSL. Waterfront grants CSL permission to operate cranes over the Waterfront Property from time to time for CSL's construction of the north and south parking lot buildings as well as the renovation of the existing north and south buildings on the CSL Property. Prior to the use of such Cranes, CSL shall submit plans to Waterfront showing the area of the Waterfront Property affected by the Crane swing, and Waterfront agrees to grant CSL permission to swing the boom of the Cranes over such area (such approval not to be unreasonably withheld, conditioned or delayed) on the following terms and conditions:

- a. Crane Operation. The Cranes shall be operated (a) in a safe and workmanlike manner, (b) in accordance with generally accepted construction practices in the District of Columbia, (c) in accordance with all applicable federal and District of Columbia laws and regulations (including without limitation the Occupational Safety and Health Act of 1970 and all standards and regulations issued pursuant thereto), and (d) in compliance with all necessary permits.
- b. Careful Use. In the development of the CSL Project, CSL shall cause its general contractor and all others performing work on its behalf to take all reasonable and appropriate steps to (a) preserve and protect the Waterfront Property from damage, (b) avoid any interference with the conduct and operation of the Waterfront Property, (c) obtain all permits and licenses required by the District of Columbia for proper construction, operation, and dismantling of the Crane, (d) confer with the appropriate personnel at all applicable utilities to identify and resolve potential safety problems that could arise due to the construction, operation, or dismantling of the Crane. CSL shall be liable for any and all injuries resulting or arising from the construction, operation and dismantling of the Crane. In addition, CSL will be liable for any and all damages to Waterfront Property resulting or arising from the construction, operation and dismantling of the Crane. In the event any such damage occurs, CSL will be obligated to restore Waterfront Property to the condition that existed prior to the commencement of the operation of the Crane within 4 months from the date such damage occurred, or such additional period as may be reasonably necessary to complete the restoration,

provided that CSL is diligently pursuing restoration of the Waterfront Property.

- c. CSL shall allow only the boom of the Crane to pass over Waterfront Property and shall not allow the Crane to transport any load or materials over Waterfront Property, unless specified in any construction easement granted by Waterfront. CSL shall not allow the boom of the Crane to remain over Waterfront Property for any length of time greater than necessary in the course of construction and shall not leave the boom of the Crane over Waterfront Property overnight except to allow "weathervaning" of the Crane.
- d. Termination of Permission to Use Crane. The permission to swing the boom of the Crane over the Waterfront Property shall automatically terminate upon the earlier to occur of (i) substantial completion of all of the north and south parking lot buildings as well as the renovation of the existing north and south buildings on the CSL Property shown on Exhibit B, and (ii) fifteen years (15) from the execution of this Agreement. It is the intent of the parties that each Crane used to construct any particular building be deconstructed as soon as possible after completion of such building.
- e. Release. CSL hereby agrees upon Waterfront's request to execute a release or similar document upon the expiration or earlier termination of permission to overswing pursuant to this Agreement that acknowledges the termination of such permission, in a form reasonably agreed to by the parties.

8. Crane Swing Coordination. CSL and Waterfront will mutually agree to a coordinated crane usage plan that is agreeable to both parties so that the encroachment of crane booms beyond property lines is not a detriment to either party's construction efforts

9. PEPCO Vaults. Utility service for the Waterfront Property is currently provided using PEPCO utility vaults located on the CSL Property. Waterfront agrees to reserve a location on the Waterfront Property for the possible relocation of the PEPCO vaults from the CSL Property to the Waterfront Property. If CSL elects at CSL's sole discretion to relocate the PEPCO vaults to the Waterfront Property, Waterfront agrees to pay for the first \$100,000 of costs and expenses related to the relocation of the vaults and equipment and CSL will be responsible for any and all additional costs and expenses related to the relocation of the vaults and equipment, including, but not limited to, permitting, design, construction, equipment replacement of current capacity at the time of CSL's election, and connections of code-compliant vaults. CSL agrees to maintain and not disrupt the utility services provide by the existing PEPCO vaults until such time as the utility service is transferred to the new vaults. If CSL elects to relocate the PEPCO vaults, Waterfront agrees to use best efforts to assist CSL in removing the PEPCO easement for the PEPCO vaults from the CSL Property.

If Waterfront elects to or is required to move the vaults it will be solely at Waterfront's expense. CSL agrees to grant Waterfront access to the property to remove the vaults upon conditions to be determined at that time in a separate agreement. Waterfront shall use best efforts to ensure that the removal of the vaults is performed safely and efficiently and is

planned and coordinated with CSL so as to minimize any impact on CSL and its tenants or construction.

10. Mutual Light and Air Easement. CSL hereby agrees to grant to Waterfront a perpetual light and air easement area starting at grade and extending to 22 feet from the CSL – Waterfront Property line directly in front of Waterfront’s existing East Tower, as set forth on Exhibit G, restricting any buildings (defined by IBC 2000 as any structure used or intended for supporting or sheltering any use or occupancy) within such easement area as set forth on Exhibit G. Notwithstanding the foregoing, nothing contained herein shall prohibit CSL from using the CSL Property or any portion thereof in any other lawful manner. Waterfront hereby agrees to grant to CSL a perpetual light and air easement area starting at grade as determined upon completion of improvements to be constructed on the Waterfront Property set forth on Exhibit A and extending to 30.08 feet from the CSL-Waterfront Property line excluding the East Tower, as set forth on Exhibit G, restricting any buildings (defined by IBC 2000 as any structure used or intended for supporting or sheltering any use or occupancy) within such easement area as set forth on Exhibit G. Notwithstanding the foregoing, nothing contained herein shall prohibit Waterfront from using the Waterfront Property or any portion thereof in any other lawful manner.

11. Additional Temporary Easement Agreements. CSL and Waterfront agree to amend this Agreement further to grant to one another reasonable temporary easements and other rights to facilitate safe and orderly construction of the Waterfront Project and the CSL Project. Such additional temporary easement agreements shall commence upon execution of amendments to this Agreement setting forth in detail the terms and conditions of the easement. Such amendments shall contain terms and conditions for such easements and rights reasonably acceptable to each party. The permitted easements will include, but are not limited to the following:

- a. East Tower Temporary Access Easement. Subject to the terms and conditions of this Agreement, CSL will grant Waterfront and its contractors, tenants, licensees, invitees, guests, agents, successors and assigns, the easement, license and permission to access a portion of the CSL Property generally described in Exhibit C for the limited purpose of renovating the East Tower (“East Tower Access Easement”). Usage of the East Tower Access Easement shall not extend beyond December 31, 2012 unless otherwise agreed to by the parties and may not interfere with the CSL Property traffic flow, use of the CSL courtyard, surface parking on the CSL Property, and CSL’s tenants’ use and enjoyment of CSL Property.
- b. Easement Related to Relocation of PEPCO Vaults. Easements required for the relocation of the PEPCO vaults addressed in Paragraph 9.
- c. Easement for Installation of Additional Structural Supports. Waterfront and CSL agree that in the event CSL or Waterfront requires any other temporary easements to come on to Waterfront's Property or CSL’s Property for underpinning, sheeting and shoring or tie-back purposes when CSL constructs new improvements on its north and south parking parcels or



Waterfront constructs new improvements on its East M Street parcel, the terms of such easement shall be set forth in an amendment to this Agreement or in a separate agreement and shall be subject to comparable terms and conditions as set forth in Paragraphs 3(a) – 3(i) above. Costs incurred by both parties for the preparation, implementation and monitoring of such additional easements shall be reimbursed or paid by the party requesting the easement.

- d. The parties agree to consider future easements on a case by case basis which consent thereto will not be unreasonably withheld.

CSL and Waterfront will mutually agree to coordinate all temporary easements in such a way that is agreeable to both parties so that the encroachment of easements beyond property lines are not a detriment to either party's construction efforts.

12. Future Permanent Easements. Waterfront and CSL agree to share equally (unless otherwise provided below) the cost of preparing and recording a separate agreement(s) regarding the following provisions, together with reasonable and customary terms and conditions, which agreement(s) shall be recorded in the applicable land records:

- a. **Shared North and South Drives.** The shared drives shown as the hatched sections on the north and south drives on Exhibit H are to be controlled by Waterfront. Waterfront hereby agrees to grant to CSL a mutual perpetual vehicular ingress/egress easement on the aforementioned shared drives referenced in Exhibit H. Waterfront agrees to grant CSL the right to make necessary and approved curb cuts along the shared drives in order to access CSL property. Drives will serve parking garage, courtyard and loading entrances and restrict parking or loading that conflict with vehicular traffic. Waterfront will prepare and construct the drives, at its cost, based upon the design and configuration set forth in Waterfront's PUD. Maintenance of the drives shall be the responsibility of Waterfront beginning when the easement is recorded.
- b. **Connect North and South Drives.** If CSL elects (which election shall be in its sole discretion) and provided that CSL has (1) provided Waterfront a copy of such connection plans as set forth in subparagraph (iii) below which Waterfront shall have the right to approve based on the conditions below (such approval not to be unreasonably withheld, conditioned or denied); and (2) received all necessary permits and the drive would not be in violation of any applicable codes, then the parties agree to the following:
  - i. Drive will restrict truck access;
  - ii. Drive shall not violate any existing zoning approvals for either party;
  - iii. The design of the connection will be CSL's sole responsibility, but mutually approved by both parties. Waterfront's approval, which shall not be unreasonably withheld or delayed, shall be restricted to the functional aspect of the connection and any impact to the Waterfront

- Property, zoning, and usage of consistent materials with those existing on the Waterfront Property to which the connection is made.;
- iv. The permitting and construction of the connection will be CSL's sole responsibility;
  - v. All costs for design, permitting and construction of the connection will be CSL's sole responsibility;
  - vi. Waterfront grants CSL the right to make necessary curb cuts in order to connect North and South drives; and
  - vii. A mutually agreed upon perpetual ingress/egress easement will be prepared and recorded by CSL similar to the easement provided in subparagraph 12(a) at CSL's sole cost.
- c. **Loading Facilities.** The parties shall provide loading facilities as required by the building code and zoning.
- d. **Screen Loading.** The parties will provide aesthetically pleasing doors and roofs on all loading docks fronting the common property line, with sensitivity to appearance and views using structural and/or landscape screening. The parties commit to keep loading doors closed at all times except when delivery trucks are moving in or out of the loading docks.
- e. **Noise Covenants.** Waterfront and CSL will work together in preparing a schedule of appropriate hours of operations for any loading dock utilized by a grocery store.
- f. **Pest Control.** Waterfront will provide continual extermination services in any grocery loading area or in other areas as needed.
- g. **Severability.** The parties will discuss whether and under what circumstances an individual parcel within the Waterfront Property or the CSL Property will be liable for acts or occurrences arising from another parcel within such property.

13. Coordination Meetings. CSL and Waterfront shall meet regularly at such time that is mutually agreeable to the parties during the performance of any construction by either party to discuss the progress of the work, the condition of the properties and other related matters.

14. Nothing in this Agreement shall be construed as allowing either party to build on the property of the other party except to the extent specifically described herein with regard to tie-backs, soldier piles, and the relocation of the PEPCO vaults.

15. Insurance - Waterfront. Waterfront shall maintain and agrees to cause its general contractors and crane operators to maintain the following insurance coverage from time to time in connection with any work performed by Waterfront under this Agreement:

- a. Commercial General Liability insurance policy, which coverage shall include products and completed operations coverage, bodily injury and property

damage coverage, with minimum limits of \$1,000,000 with a \$2,000,000 aggregate limit. The GCs and Crane operators shall insure on an aggregate per project basis. The Commercial General Liability Policy shall not include a residential work exclusion or exclude coverage for subcontractor work, including warranty work. There shall be no exclusion for contractual liability assumed under this Agreement;

- b. Umbrella or excess coverage which provides excess limits over the primary coverages in an amount such that the total amount of insurance shall be equal to \$ 25,000,000.00 per occurrence and aggregate.;
- c. Pollution Legal Liability Insurance;
- d. Auto Liability insurance including hired and non-owned coverage in limits of \$1,000,000 per occurrence, with a combined single limit for Bodily injury and Property Damage.;
- e. Workers Compensation in amounts not less than the statutory limit and Employers Liability, for 1,000,000.

The insurance required by subparagraphs (a), (b), and (c) shall be on a "per occurrence" basis. Completed operations shall be provided coverage for at least two (2) years after completion. Subsections (d) and (e) shall be maintained until completion of the applicable work and the removal of the last Crane for such work. Waterfront shall provide CSL one or more insurance certificates evidencing the coverages required herein. Such certificate(s) shall provide (1) that the insurance is in effect and (2) that CSL and their mortgagees are named as additional insureds under such policies. Such certificate(s) shall be in the form of an ACORD certificate of insurance. All policies obtained by or on behalf of Waterfront and its general contractor and crane operator shall be deemed primary and not contributing to or in excess of any similar coverages purchased by CSL and its related entities. Waterfront's liability under this Agreement shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or available or required by any provisions of this Agreement. CSL acknowledges that Waterfront Associates maintains its primary general liability coverage as an additional named insured under a self insured retention regime provided through Forest City Enterprises, Inc. Forest City Enterprises, Inc. has authorized CSL to be named an additional insured.

16. Insurance - CSL. Commencing with the start of any work by CSL on the Waterfront Property and continuing throughout the duration thereof, CSL shall maintain and agrees to cause its general contractor and crane operator to maintain the following insurance coverage from time to time in connection with any work performed by CSL under this Agreement:

- a. Commercial General Liability insurance policy, which coverage and shall include products and completed operations coverage, bodily injury and property damage coverage, with minimum limits of \$1,000,000 with a \$2,000,000 aggregate limit. The GCs and Crane operators shall insure on an aggregate per project basis. The Commercial General Liability Policy shall not include a residential work exclusion or exclude coverage for subcontractor work, including warranty work. There shall be no exclusion for contractual liability assumed under this Agreement;

- b. Auto Liability insurance including hired and non-owned coverage in limits of \$1,000,000 per occurrence, with a combined single limit for Bodily injury and Property Damage;
- c. Workers Compensation in amounts not less than the statutory limit and Employers Liability, for 1,000,000; and
- d. Such other insurance coverages as Waterfront may reasonably require consistent with the scope of work to be performed by CSL at the time CSL commences its work on the Waterfront Property.

The insurance required by subparagraph (a) shall be on a "per occurrence" basis. Completed operations shall be provided coverage for at least two (2) years after completion. Subsections (d) and (e) shall be maintained until completion of the applicable work and the removal of the last Crane for such work. CSL shall provide Waterfront one or more insurance certificates evidencing the coverages required herein. Such certificate(s) shall provide (1) that the insurance is in effect and (2) that Waterfront and its mortgagees are named as additional insureds under such policies. Such certificate(s) shall be in the form of an ACORD certificate of insurance. All policies obtained by or on behalf of CSL and its general contractor and crane operator shall be deemed primary and not contributing to or in excess of any similar coverages purchased by Waterfront and its related entities. CSL's liability under this Agreement shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or available or required by any provisions of this Agreement.

17. Indemnification - Waterfront. Waterfront shall indemnify, defend and hold harmless CSL, its partners (and the officers, directors and shareholders of its partners), affiliates and mortgagees, from and against any and all loss, costs, expense (including court costs and reasonable attorney's fees), damage, injury or death to persons, damage to property (real and personal), suits, causes of action, judgments, liabilities, fines and claims of any nature, in each case in any way arising from or out of, or in connection with, or relating to (arising from or out of, or in connection with, or to relate to), in whole or in part (i) Waterfront's work on or adjacent to the CSL Property; (ii) Waterfront's relocation of the PEPCO vaults from the CSL Property (provided, however, that if such relocation work is performed by PEPCO, Waterfront may cause PEPCO to indemnify CSL for such work); (iii) the negligence or willful misconduct of Waterfront and its employees and contractors (iv) any breach or default by Waterfront in the performance or observance of its obligations under this Agreement, or (v) any violation of law by Waterfront and its employees and contractors. Waterfront shall also include a provision in its contract with the Contractor performing the work that the Contractor shall also indemnify CSL, its partners (and the officers, directors and shareholders of its partners), affiliates and mortgagees, as described herein. The obligations of Waterfront under this Paragraph 17 shall not commence until Waterfront commences work on the CSL Property and shall survive termination of this Agreement.

18. Indemnification - CSL. In connection with any work performed by CSL, including as set forth in Paragraphs 1, 3(h) and 7, CSL shall indemnify, defend and hold harmless Waterfront, its partners (and the officers, directors and shareholders of its partners), affiliates and mortgagees, from and against any and all loss, costs, expense (including court costs and reasonable attorney's fees), damage, injury or death to persons, damage to property (real and personal), suits, causes of action, judgments, liabilities, fines and claims of any nature, in each

case in any way arising from or out of, or in connection with, or relating to (arising from or out of, or in connection with, or to relate to), in whole or in part (i) CSL's work on or adjacent to the Waterfront Property; (ii) CSL's relocation of the PEPCO vaults to the Waterfront Property (provided, however, that if such relocation work is performed by PEPCO, CSL may cause PEPCO to indemnify Waterfront for such work); (iii) the negligence or willful misconduct of CSL, its employees and contractors (iv) any breach or default by CSL in the performance or observance of its obligations under this Agreement, or (v) any violation of law by CSL, its employees and contractors. CSL shall also include a provision in its contract with the Contractor performing the work that the Contractor shall also indemnify Waterfront, its partners (and the officers, directors and shareholders of its partners), affiliates and mortgagees, as described herein. The obligations of CSL under this Paragraph 18 shall not commence until CSL commences work on the Waterfront Property and shall survive termination of this Agreement.

19. Governing Law. This Agreement shall be governed by, construed and enforced according to the laws of the District of Columbia. This Agreement was negotiated between the parties and shall be construed without regard to any presumption or other rule requiring construction against the party causing the agreement to be drafted. With respect to any actions arising under this Agreement, each of Waterfront and CSL, on behalf of itself and its successors and assigns, hereby mutually waives the right to request a trial by jury in any action or proceeding arising out of this Agreement or otherwise involving, arising out of or related to the Work.

20. Notices. All notices shall be given in writing and delivered either by personal messenger, or by overnight courier. Notices to the parties shall be effective on delivery and shall be delivered to the following addresses:

(a) if to Waterfront Associates:

FOREST CITY WATERSIDE, LLC  
c/o Forest City Washington  
1615 L Street, N.W., Suite 400  
Washington, D.C. 20036  
Attention: Thomas Henneberry  
Tel: (202) 496-6600  
Fax: (202) 496-6666

and

NEW KAEMPFER WATERFRONT LLC  
c/o Vornado/Charles E. Smith  
2345 Crystal Drive, Suite 1000  
Arlington, VA 22202  
Attention: Mitchell N. Schear  
Tel: 703-769-8200  
Fax: 703-769-1396

With copies to: Forest City Washington, LLC  
c/o Forest City Enterprises, Inc.

---

50 Public Square  
Terminal Tower, Suite 1170  
Cleveland, Ohio 44113  
Attention: General Counsel  
Tel: (216) 416-3281  
Fax: (216) 416-3275

and

Nixon Peabody LLP  
Attention: ElChino Martin  
401 9th Street, N.W., Suite 900  
Washington, DC 20004  
Tel: (202) 585-8834  
Fax: (202) 585-8080

(b) if to CSL:

Centre Square, LLC  
c/o The Bernstein Companies  
Attention: Marc Duber  
3299 K Street, Suite 700  
Washington, D.C. 20007  
Tel: (202) 333-9000  
Fax: (202) 333-3323

With a copy to:

Shapiro, Lifschitz and Schram, P.C.  
Attention: Ronald S. Shapiro, Esq.  
1742 N Street, N.W.  
Washington, D.C. 20036  
Tel: (202) 689-1900 ext.3018  
Fax: (202) 689-1901

The parties hereto shall be responsible for notifying each other of any change of address and additional notice parties.

21. Authority. Each party hereto represents warrants and covenants to the other party that the person(s) signing this Agreement on behalf of each party have full power and authority to enter into this Agreement and to perform its obligations hereunder.

22. Covenants Running with the Land. The terms, conditions and provisions of this Agreement shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors in title to the CSL Property, the

Waterfront Property or any portion thereof. Until Waterfront or its designees or any successor or assign of Waterfront are vested with fee title in the Waterfront Property, all terms, conditions and provisions of this Agreement, including without limitation, all easements and rights hereunder, shall bind only Waterfront's leasehold interest in the Waterfront Property, as the leasehold period may be extended. If and when Waterfront's leasehold interest is merged with or converted to fee ownership of the Waterfront Property, the easements and agreements granted hereby shall automatically attach to and be binding upon the fee interest. Waterfront's leasehold interest in the Waterfront Property expires on June 30, 2058, with the right to extend the term for one renewal term of 20 years. Notwithstanding any other provision of this Agreement, this Agreement and any memorandum hereof shall be recorded.

23. Assignment. Notwithstanding anything to the contrary in this Agreement, neither party hereto shall assign this Agreement or any rights or obligations hereunder, in part or in whole, except each party shall have the right to assign, and shall assign, this Agreement and all rights granted to it hereunder to any future owner(s) of title to the Waterfront Property or the CSL Property, and shall cause such future owners to assume the obligations hereunder with respect to the property it owns.

24. Cost of Enforcement. If either party brings suit or any other action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, and costs of enforcement.

25. No Personal Liability. No officer, director, manager, shareholder, trustee, representative, consultant, contractor, employee, agent, successor or assign of either party hereto shall be personally liable for the performance of or failure to perform any term or condition of this Agreement. Each party hereto shall look solely to the assets of the other party for satisfaction of the obligations hereunder.

26. Entire Agreement; Severability; Modifications. This Agreement and any Exhibits hereto constitute the entire contract between Waterfront and CSL with respect to the subject matter of this Agreement, and neither party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth in this Agreement. The provisions of this Agreement are severable and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions. Modifications, waivers and consents regarding this Agreement shall only be binding if in writing and signed by the party against whom such modification, waiver or consent is sought to be enforced.

27. Counterparts. This Agreement may be executed in one or more counterparts, by original, and when executed by all parties shall constitute one and the same instrument.

28. Exhibits. The following is a list of exhibits attached to and incorporated into this Agreement:

Exhibit A	Waterfront Site Plan
Exhibit B	CSL Survey

---

Exhibit C	East Tower Construction Easements
Exhibit D	CSL Courtyard Access Easement
Exhibit E	Sheeting and Shoring Access Easement
Exhibit F	Clark Support of Excavation Memorandums
Exhibit G	Light and Air Easement
Exhibit H	Shared North and South Drives Easement



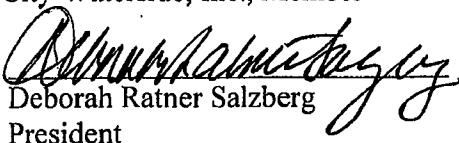
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of  
the date first written above.

WATERFRONT ASSOCIATES LLC, a District of  
Columbia limited liability company

By: K/FCE Management LLC, its Managing Member

By: Forest City Waterside, Inc., Member

By:

  
Deborah Ratner Salzberg  
President

By: New Kaempfer Waterfront LLC, Member


By: Vornado Waterfront Holdings LLC  
Managing Member

By: Vornado KMS Holdings LLC

By: Vornado Realty L.P.

By: Vornado Realty Trust

By:

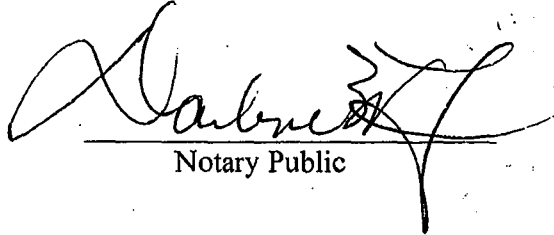
  
\_\_\_\_\_  
Mitchell N. Schear  
President

DISTRICT OF COLUMBIA ) ss.:

On the 20<sup>th</sup> February in the year 2008 before me, the undersigned, personally appeared Deborah Ratner Salzberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My commission expires:

DARLENE W. FORD  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires May 14, 2012

  
Notary Public

DISTRICT OF COLUMBIA ) ss.:

On the \_\_\_\_\_ February in the year 2008 before me, the undersigned, personally appeared Mitchell N. Schear, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of  
the date first written above.

WATERFRONT ASSOCIATES LLC, a District of  
Columbia limited liability company

By: K/FCE Management LLC, its Managing Member

By: Forest City Waterside, Inc., Member

By:

\_\_\_\_\_  
Deborah Ratner Salzberg  
President

By: New Kaempfer Waterfront LLC, Member

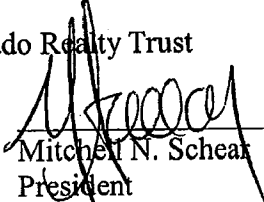
By: Vornado Waterfront Holdings LLC  
Managing Member

By: Vornado KMS Holdings LLC

By: Vornado Realty L.P.

By: Vornado Realty Trust

By:

  
\_\_\_\_\_  
Mitchell N. Shear  
President

DISTRICT OF COLUMBIA ) ss.:

On the \_\_\_\_ February in the year 2007 before me, the undersigned, personally appeared Deborah Ratner Salzberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

DISTRICT OF COLUMBIA ) ss.:

State of: Virginia

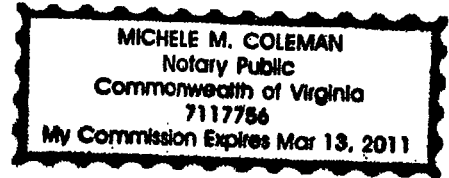
County of: Arlington

On the 15 February in the year 2008 before me, the undersigned, personally appeared Mitchell N. Schear, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My commission expires:

March 13, 2011

Michele M Coleman  
Notary Public



CENTRE SQUARE LLC, a District of  
Columbia limited liability company

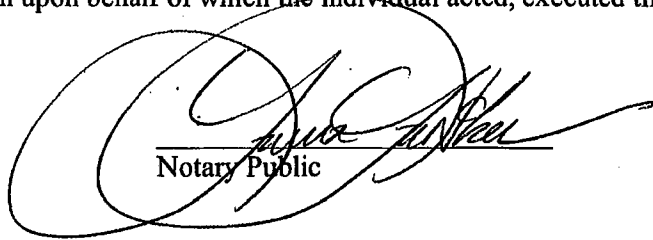
By: \_\_\_\_\_  
Name: Marc Duber  
Title: Vice President

DISTRICT OF COLUMBIA ) ss.:

On the 29 February in the year 2008 before me, the undersigned, personally appeared Marc Duber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My commission expires:

11/30/2012

  
\_\_\_\_\_  
Notary Public

3<sup>rd</sup> & M Development, LLC

By: TBC Manager, LLC, Manager

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

Marc Duber

Executive Vice President

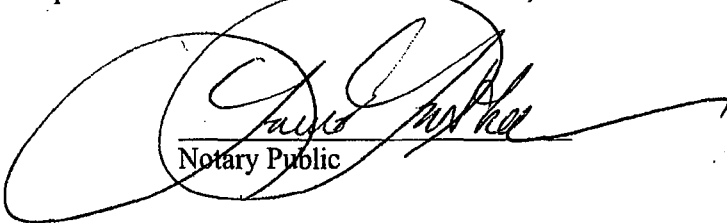
Solely for the limited purpose of acknowledging the agreement of the legal title holders of the CSL Property

DISTRICT OF COLUMBIA ) ss.:

On the 29 February in the year 2008 before me, the undersigned, personally appeared Marc Duber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My commission expires:

11/30/2012

  
\_\_\_\_\_  
Notary Public

Park Inn Associates, Limited Partnership

By: Park Inn Hotel Corporation, General Partner

By: \_\_\_\_\_  
Marc Duber  
Vice President

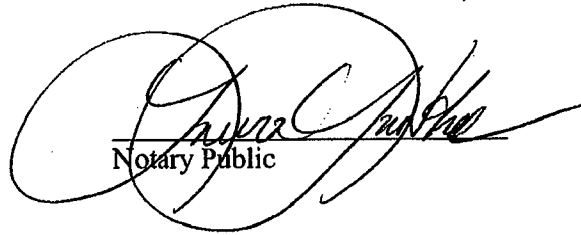
Solely for the limited purpose of acknowledging the agreement of the legal title holders of the CSL Property

DISTRICT OF COLUMBIA ) ss.:

On the 29 February in the year 2008 before me, the undersigned, personally appeared Marc Duber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My commission expires:

11/30/2012

  
\_\_\_\_\_  
Notary Public

**NOTE:**

The design of the building footprints are shown for illustrative purposes, conforming to the density, setback, and height limitations proposed in the drawings. Final design proposals for the buildings will be filed in subsequent Second Stage PUD applications.

**NORTHWEST BUILDING**

New Residential Building  
12 Floors Condo / 114' Bldg. Ht.  
13 Floors Rental / 114' Bldg. Ht.  
total area 408,300

**WEST 4TH STREET BUILDING**

Refer to Sheet 1.1C

Shared Private Drive requires mutual approval by Minorsons Association and Metro's office

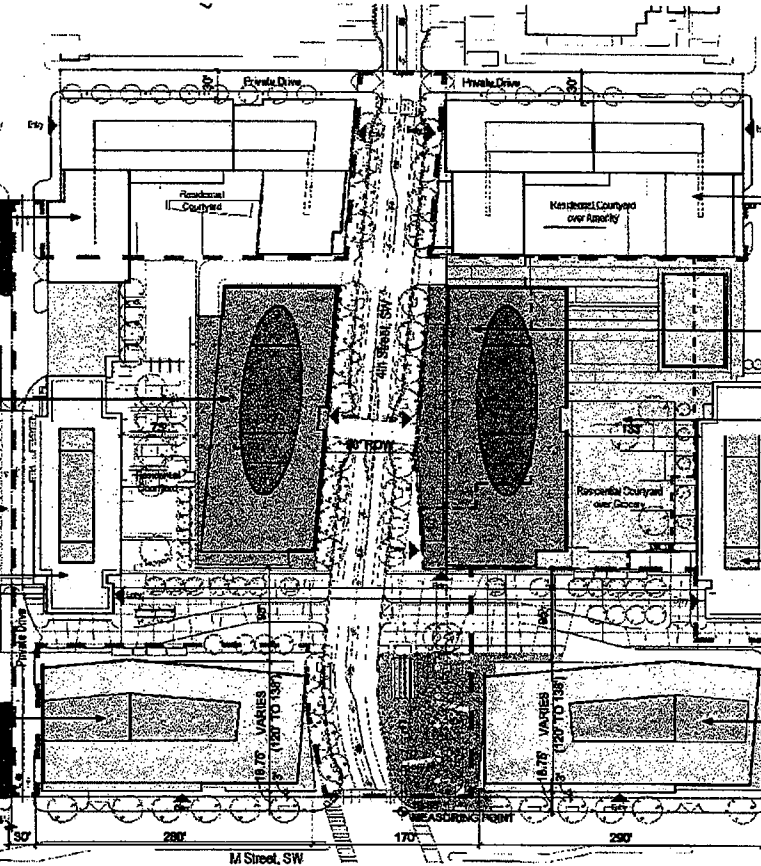
**WEST TOWER**

Refer to Sheet 1.1C

**WEST M STREET BUILDING**

New Commercial Office Building  
10 Floors / 114' Bldg. Ht.  
total area 222,781

WARNA VIEW DEVELOPMENT



Total Residential:	1,229,605 of 2.11 FAR
Total Commercial:	1,296,895 of 2.77 FAR
Total Development:	2,526,500 of 4.33 FAR

**NORTHEAST BUILDING**

New Residential Building  
12 Floors / 114' Bldg. Ht.  
with Courtyard of Ancillary Structure  
with stairs to 2nd Floor with Courtyard as grace.  
total area 400,000

**EAST 4TH STREET BUILDING**

Refer to Sheet 1.1D

**GROCERY (At-Grade)**

Refer to Sheet 1.1D

**EXTENT OF STAGE 2 SUBMISSION**

**EAST TOWER**

Refer to Sheet 1.1D

**EAST M STREET BUILDING**

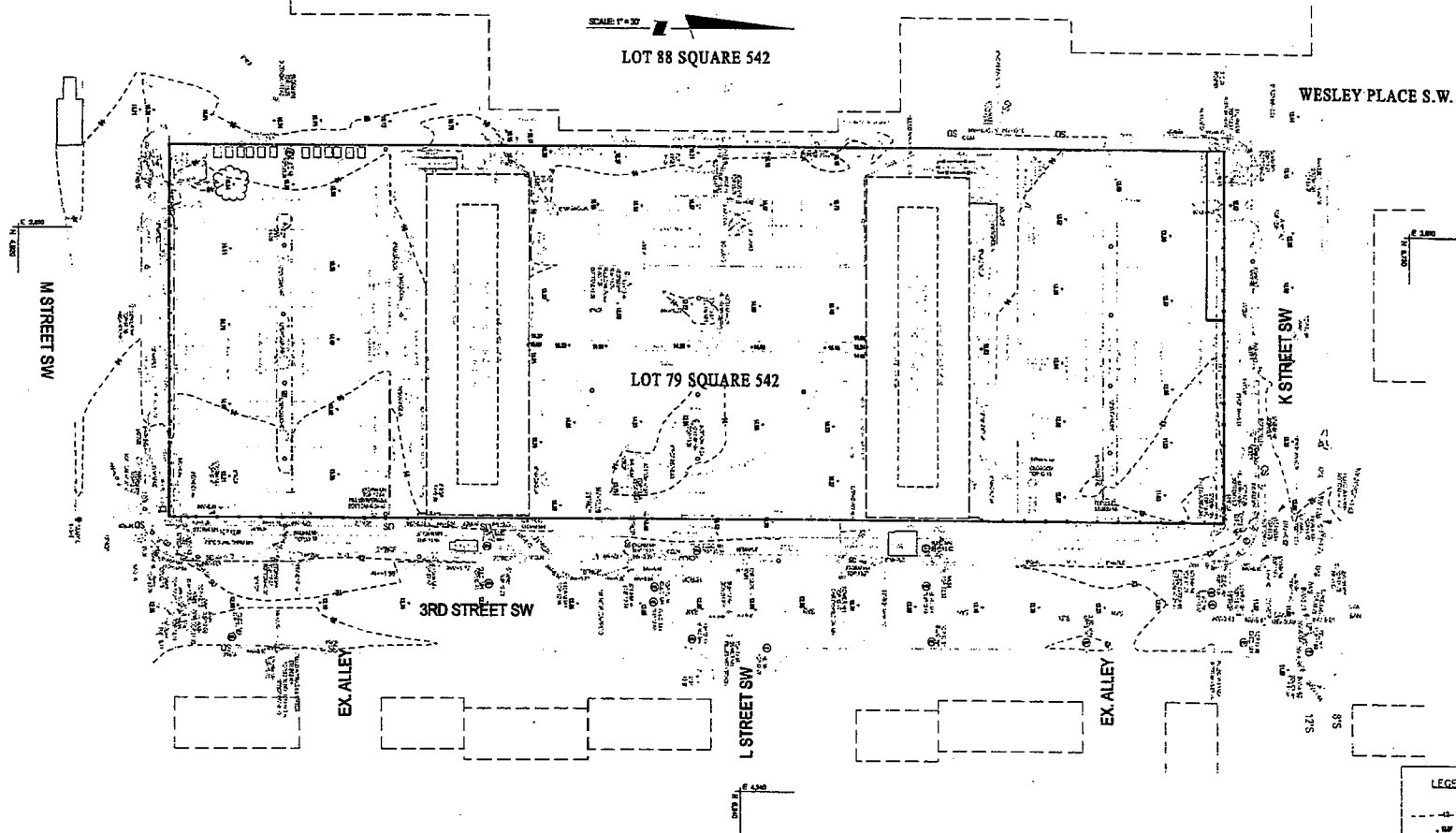
New Commercial Office Building  
10 Floors / 114' Bldg. Ht.  
total area 339,815

TOWN CENTER EAST DEVELOPMENT

**EXHIBIT A**  
Waterfront Site Plan



EXHIBIT B  
CSL Survey



**LEGEND:**

- - - - - EXISTING CONTOURS
- EXISTING SPOT ELEVATIONS
- - - - - EXISTING CHAIN LINK FENCE
- EXISTING LIGHT POLE
- BOUNDARY LINE

<p><b>EXISTING CONDITION</b></p> <p><b>TOWN CENTER PLAZA</b>          1001 &amp; 1101 3RD STREET S.W.          WASHINGTON, DC</p>	 1" = 20' SHEET 2 OF 7 PROJECT NO. 1504-01-00
---	--

**LS** Lederman  
 Solovitz Associates, Inc.  
**ROCKVILLE OFFICE**  
 2 Research Plaza, Suite 100  
 Rockville, MD 20850  
 L 301.948.2750 F 301.948.9067  
 www.LSassociates.com

Revision 1 95 % Progress Set Date: Sept. 2006 Drawn: JY	Checked: JCM Date: 9-28-06	Project: Microstation V8 Std. 2000 Version: V7 Operator: JLV	
--	-------------------------------	--	--

**MISS UTILITY NOTE**

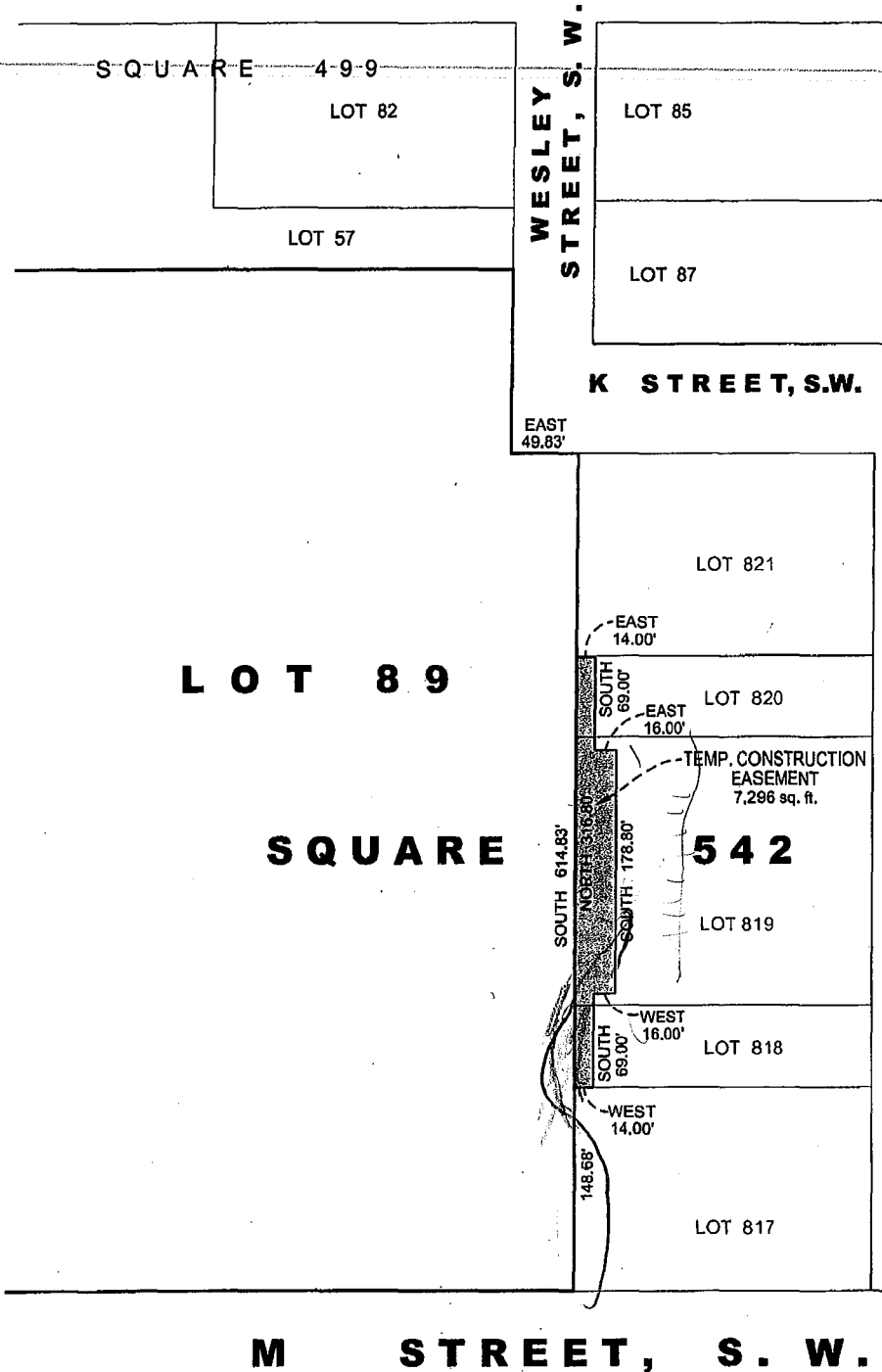
INFORMATION CONCERNING EXISTING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS. THE CONNECTIONS SHOWN BETWEEN THE FRONT YARD AND EXISTING UTILITIES ARE BASED ON THESE RECORDS AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF EXCAVATION. EXISTING UTILITIES ARE SHOWN AT 10' DEPTHS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. EXISTING UTILITIES ARE SHOWN AT 10' DEPTHS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. EXISTING UTILITIES ARE SHOWN AT 10' DEPTHS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

EXHIBIT C

East Tower Construction Easements

---

**I (EYE) STREET, S. W.**



SKETCH SHOWING  
**TEMPORARY  
CONSTRUCTION EASEMENT**

MAY 2008 SCALE: 1in. = 100 ft.

AMT FILE NO. DC00-0155.71

**AMT, LLC**

PROFESSIONAL ENGINEERS & LAND SURVEYORS

10 G STREET, N.E. SUITE 430

WASHINGTON, D.C. 20002

PHONE: (202) 289-4545 FAX: (202) 289-5051

## Legal Description

A parcel of land located in Washington DC for a temporary construction easement across Assessment and Taxation Lots 818, 819 and 820 in Square 542 as shown on Assessment and Taxation Plat 3830-V as recorded among the records of the Office of the Surveyor District of Columbia and more particularly described as follows:

**Commencing** for the same at the southeasterly corner of Lot 89 in Square 542 as recorded in Book 197 at Page 91 of the records of said Office of the Surveyor and a point in the north line of M Street, SW, 150 feet wide; thence along the east line of said Lot 89

Due North 148.68, feet to the Southwest corner of said Assessment and Taxation Lot 818 and the **Point of Beginning**; thence continuing along said east line

Due North, 316.80 feet to the northwest corner of Assessment and Taxation Lot 820; thence along the north line of said Lot 820

Due East 14.00 feet; thence through, across and over Assessment and Taxation Lots 820, 819 and 818 the following five (5) courses and

Due South 69.00 feet; thence

Due East, 16.00 feet; thence

Due South, 178.80 feet; thence

Due West, 16.00 feet; thence;

Due South, 69.00 feet to the north line of said Assessment and Taxation Lot 817; thence along said north line

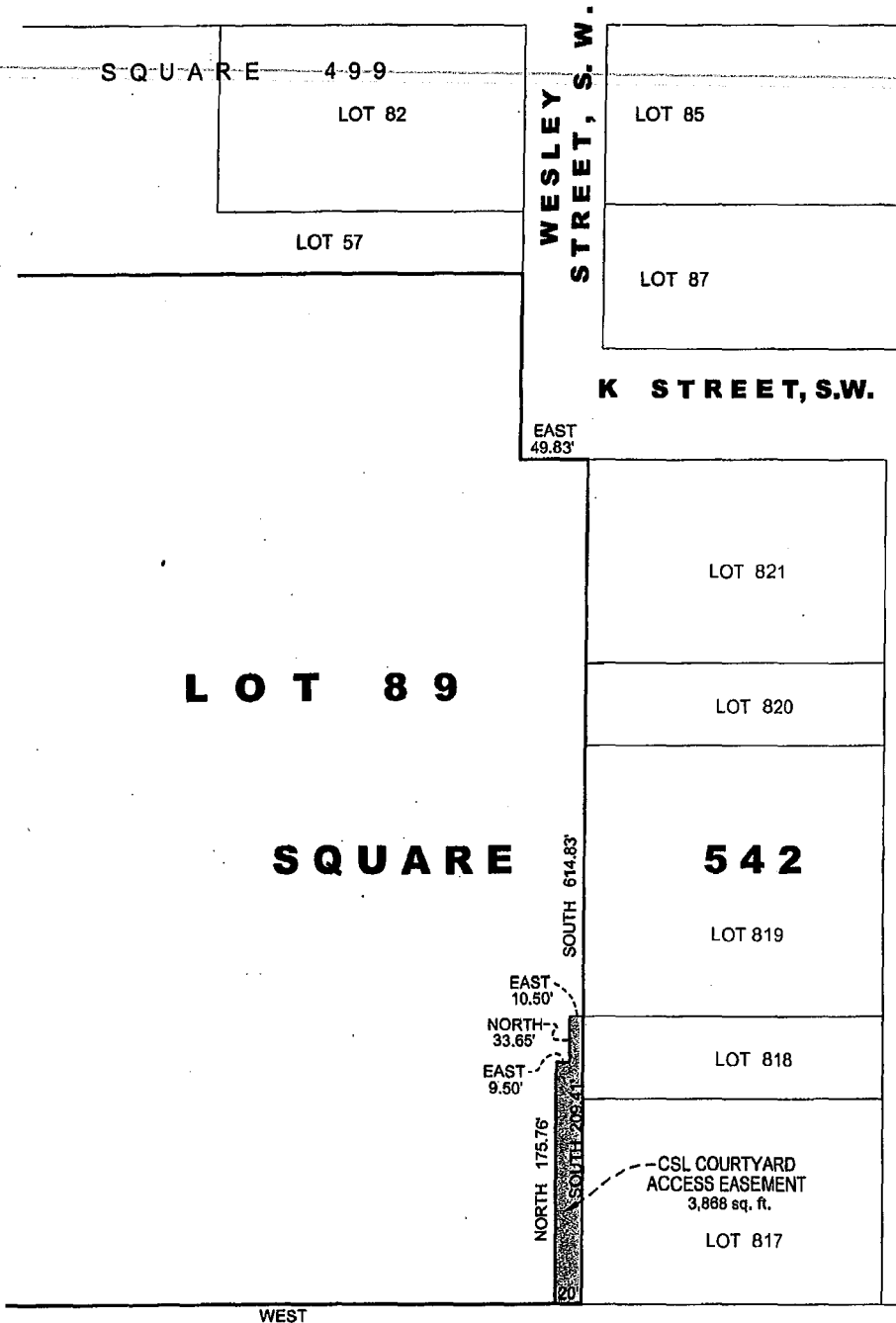
Due West, 14.00 feet and the **True Point of Beginning**.

**Containing 7,296 Square Feet more or less.**

EXHIBIT D

CSL Courtyard Access Easement

**I (EYE) STREET, S. W.**



WEST

**M STREET, S. W.**

SKETCH SHOWING  
**CSL COURTYARD  
ACCESS EASEMENT**  
MAY 2008 SCALE: 1in. = 100 ft.  
AMT FILE NO. DC00-0155.71

**AMT, LLC**

PROFESSIONAL ENGINEERS & LAND SURVEYORS  
10 G STREET, N.E., SUITE 430  
WASHINGTON, D.C. 20002  
PHONE: (202) 289-4545 FAX: (202) 289-5051

## Legal Description

A parcel of land located in Washington DC for a CSL Courtyard Access Easement across Lot 89 in Square 542 as recorded in Subdivision Book 197 at Page 91 of the records of the Office of the Surveyor District of Columbia and more particularly described as follows:

**Beginning** for the same at the southeast corner of said Lot 89 and a point in the North line of M Street, S.W. (150 feet wide); thence along the north line of said M Street, S.W.

Due West, 20.00 feet; thence through, across and over said Lot 89 the following four (4) courses and distances

Due North, 175.76 feet; thence

Due East, 9.50 feet; thence

Due North, 33.65 feet; thence

Due East, 10.50 feet to the east line of said Lot 89; thence along said east line

Due South, 209.41 feet to the **Point of Beginning**.

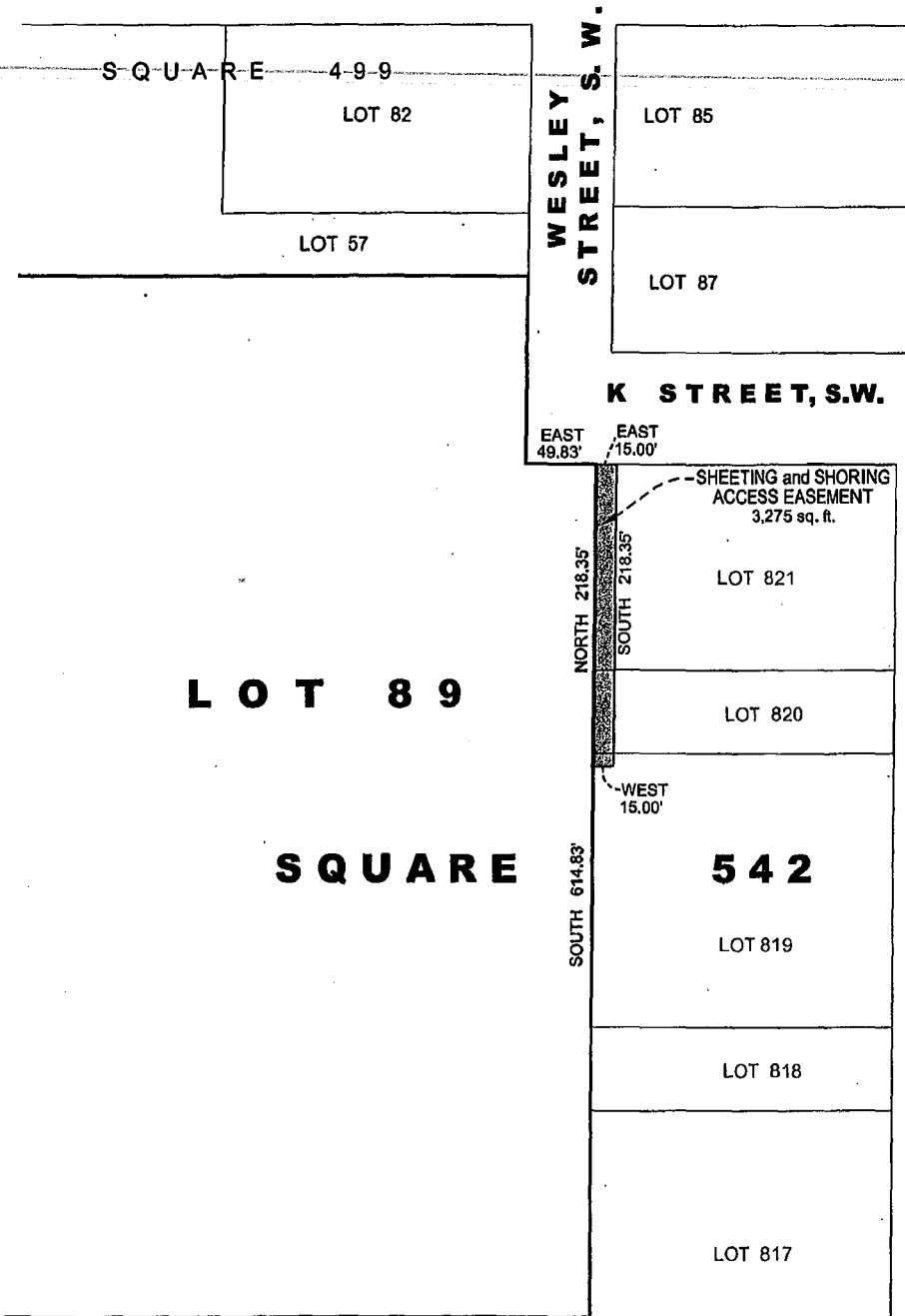
**Containing 3,868 Square Feet more or less.**



**EXHIBIT E**  
**Sheeting and Shoring Access Easement**

---

**I (EYE) STREET, S. W.**



**M STREET, S. W.**

SKETCH SHOWING  
**SHEETING and SHORING  
ACCESS EASEMENT**

MAY 2008 SCALE: 1in. = 100 ft.

AMT FILE NO. DC00-0155.71

**AMT, LLC**

PROFESSIONAL ENGINEERS & LAND SURVEYORS

10 G STREET, N.E. SUITE 430

WASHINGTON, D.C. 20002

PHONE: (202) 289-4545 FAX: (202) 289-5051

## **Legal Description**

A parcel of land located in Washington DC for a Sheeting and Shoring Easement across Assessment and Taxation Lots 819, 820 and 821 in Square 542 as shown on Assessment and Taxation Plat 3830-V as recorded among the records of the Office of the Surveyor District of Columbia and more particularly described as follows:

**Beginning** for the same at the northeast corner of Lot 89 in said Square 542 as shown on a Plat of Subdivision as recorded in Subdivision Book 197 at Page 91 of said records of the Office of the Surveyor and a point in the South line of K Street, S.W. (80 feet wide); thence along said south line and the north line of said Assessment and Taxation Lot 821

Due East, 15.00 feet; thence over, across and through Assessment and Taxation Lots 821, 820 and 819 the following two (2) courses and distances

Due South 218.35 feet; thence

Due West, 15.00 feet to the east line of said Lot 89; thence along said east line

Due North, 218.35 feet to the **Point of Beginning**.

**Containing 3,275** Square Feet more or less.

EXHIBIT F

Clark Support of Excavation Memorandums

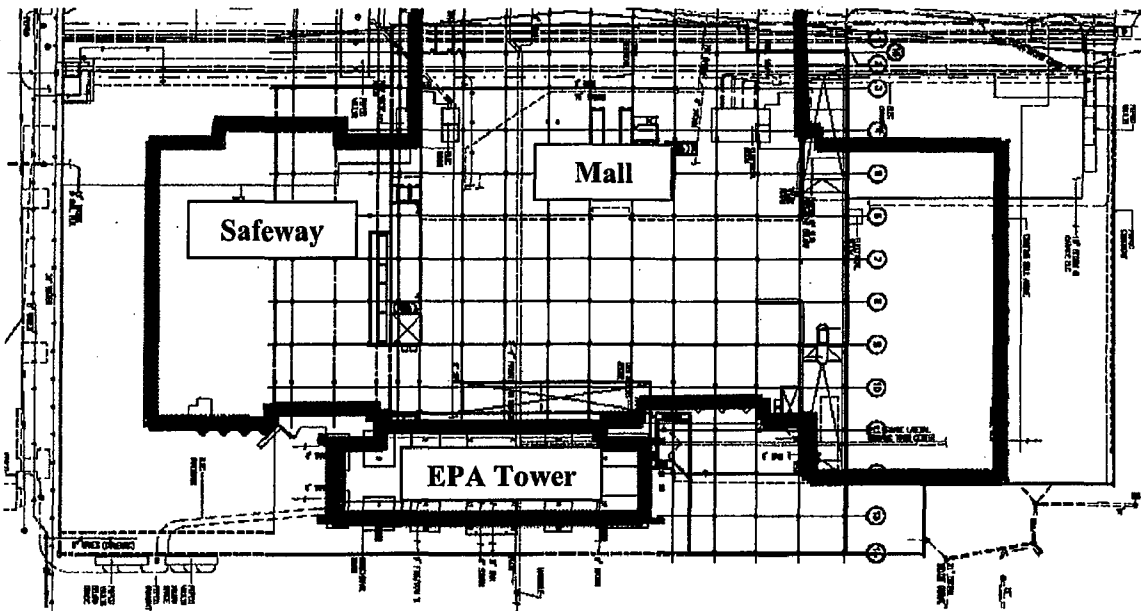


## MEMORANDUM

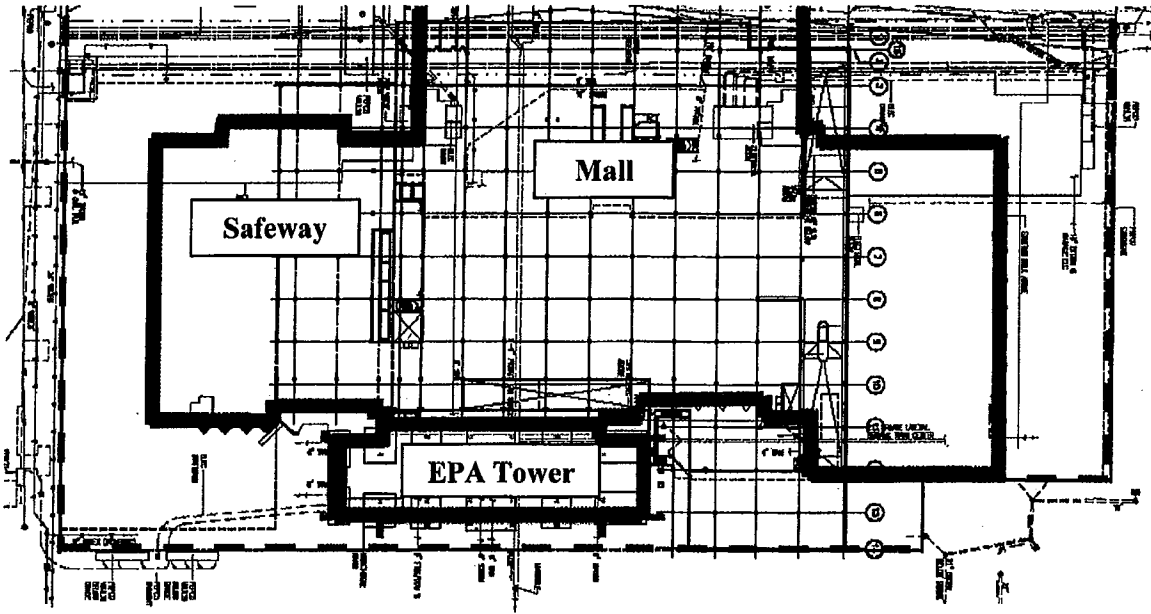
**To:** Joe Jewell  
**From:** John Strong  
**Date:** September 25, 2007  
**Re:** 401 M Street SW DC  
Job #112742  
SOE Encroachment on Neighbor Property East of the Site

The following narrative describes the anticipated encroachment onto the adjacent property at the east perimeter property line of 401 M Street SW.

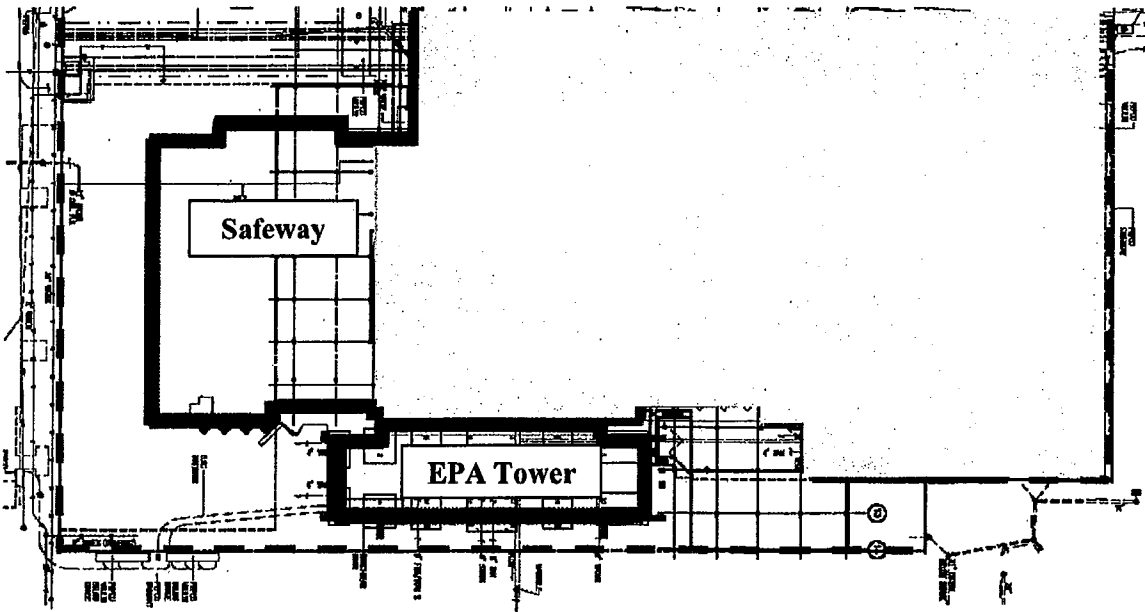
The construction of the new East Office Tower will require excavation to the property line at the old loading dock just to the south of the east tower formerly occupied by United States Environmental Protection Agency as indicated in the below sketches.



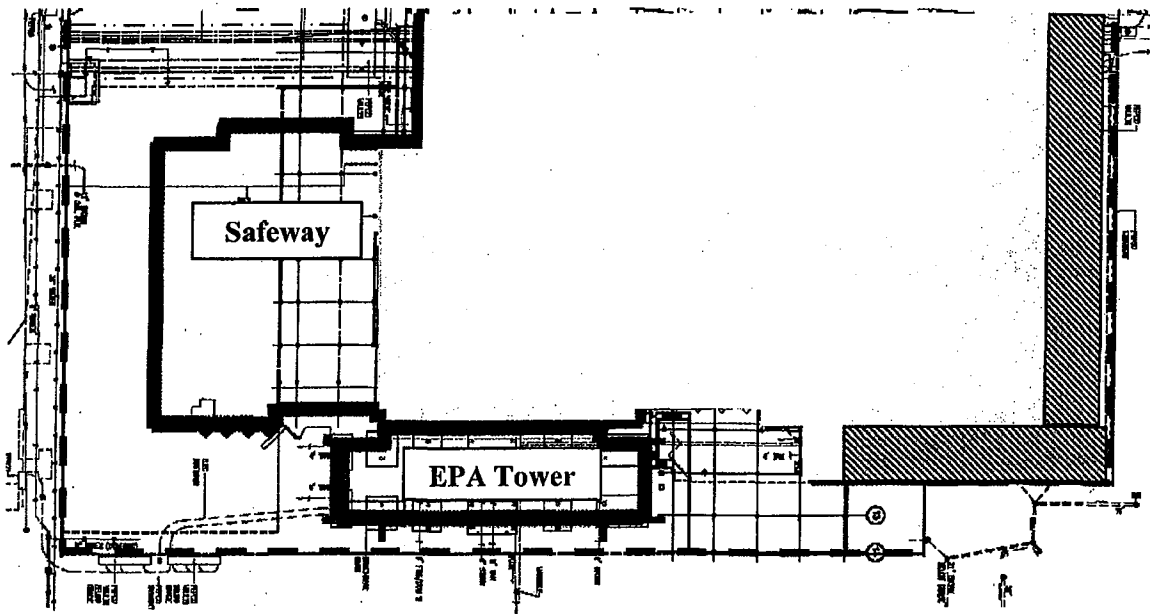
The blue perimeter indicates the existing structure as it stands today at the eastern section of the 401 M street site.



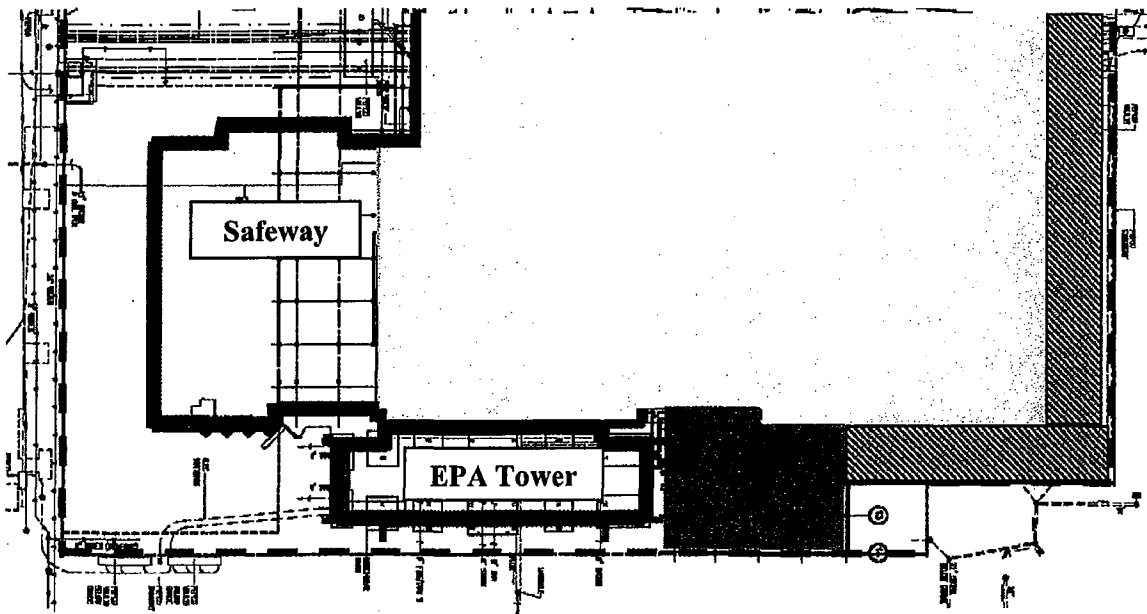
The red dashed line indicates the property line at the east and a portion of the property line at the north and south perimeters of the site.



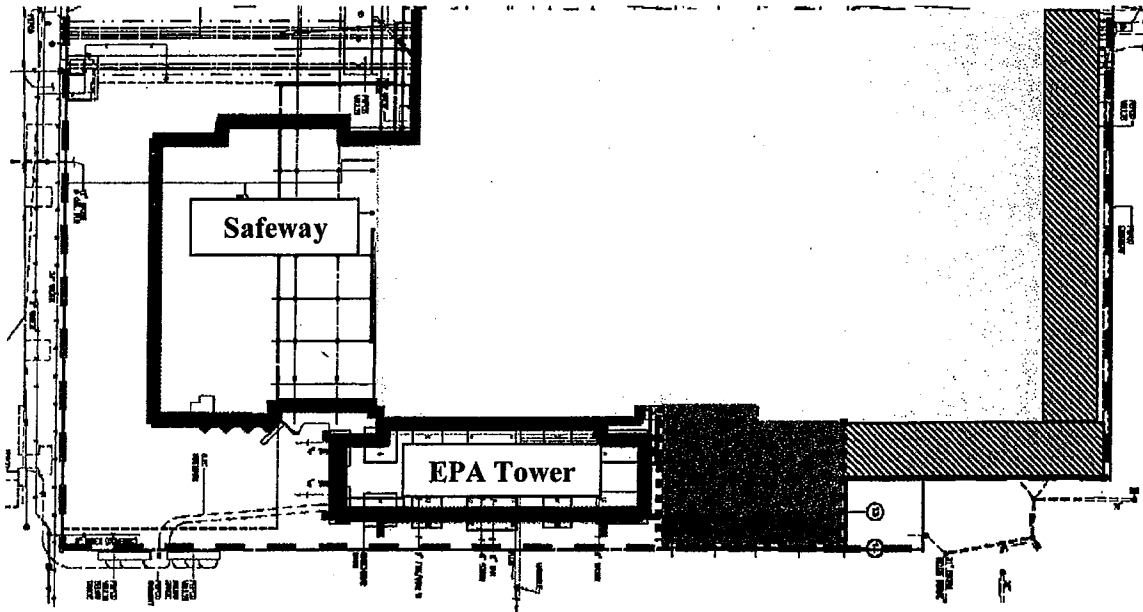
The yellow highlighting indicates the area of the Mall that will be demolished and excavated to approximately 25' below the existing surrounding grades. This will occur during the period of November the 2007 through May of 2008. During the demolition, the existing foundation walls will be left in place and concrete rubble fill (generated by the demolition) will be used to create berms that will restrain the foundation walls during the construction of the new structure.



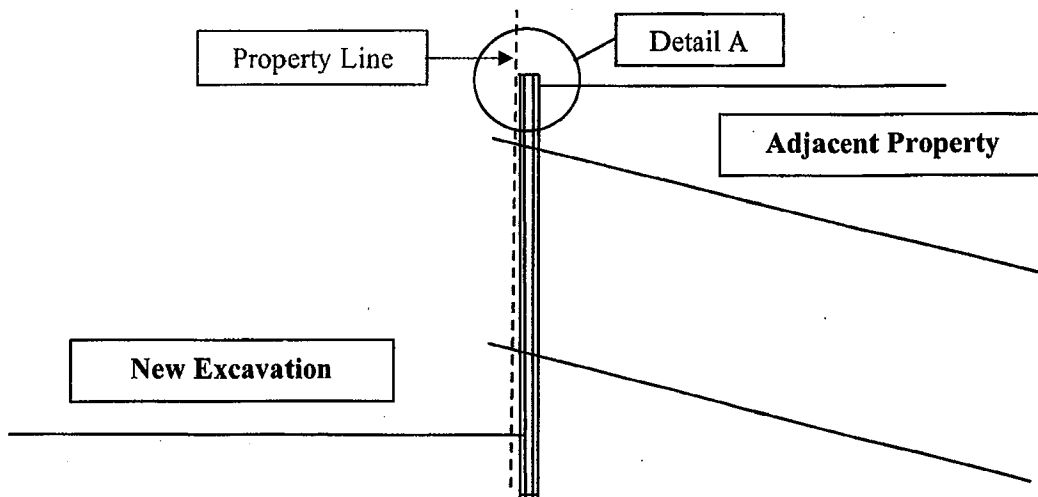
The areas that will be supported with rubble berms are indicated in black hash marks. As the demolition is completed the excavation will begin to bring the basement levels to the new sub-grades which will be approximately 25' below the surrounding grades. This will include the excavation of the existing site that extends beyond the existing structure to the property line just to the south of the East EPA Tower. The below sketch indicates the area of the excavation beyond existing structures to accommodate the new garage ramps in the basement of the East Office Tower garage.



This excavation will require the installation of a support of excavation system at the areas where no existing foundation walls can be utilized to retain the existing earth. This support of excavation will be designed by a licensed engineer in the District of Columbia with experience designing support of excavation in the types of soil anticipated. The shoring system will employ soldier piles, wood lagging, corner braces and post tensioned tie backs. The below sketch indicates the area in black dashes where the support of excavation would be required.

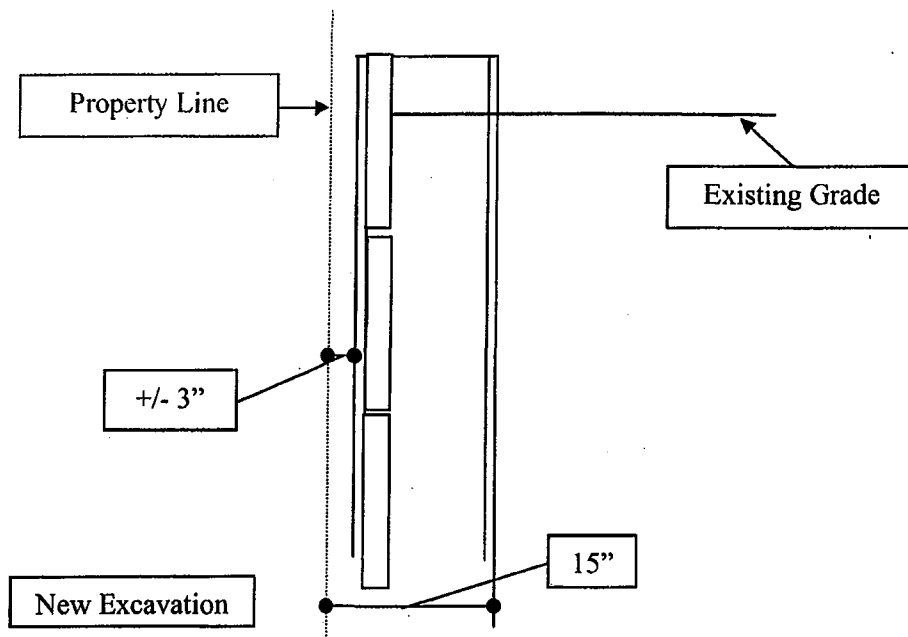


The installation of the support of excavation will require that the soldier pile and tie back system be installed onto and within the limits of the eastern most neighboring property. The soldier piles would be installed so that the face of the pile would be on property line within a tolerance of + or - 3" with a total encroachment of 15" onto the adjacent property.

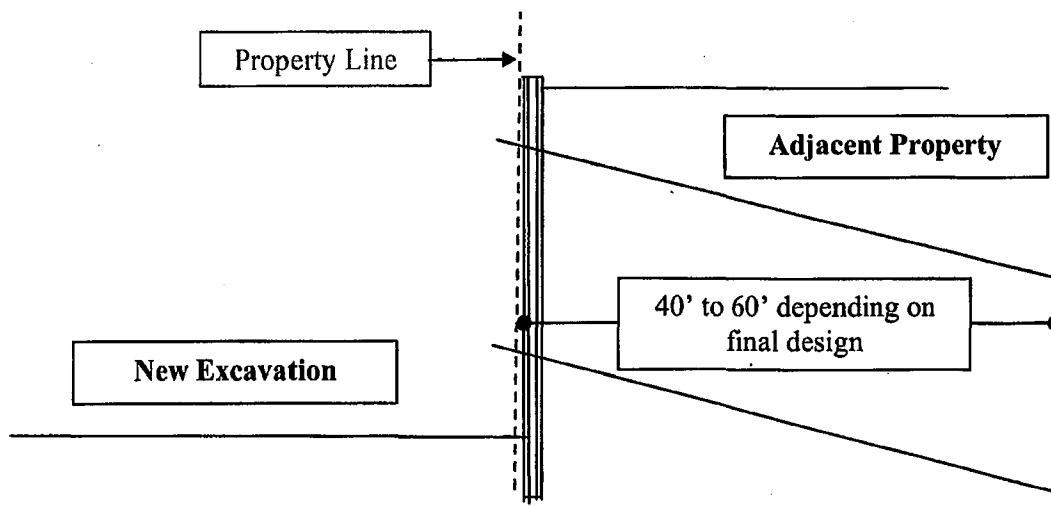




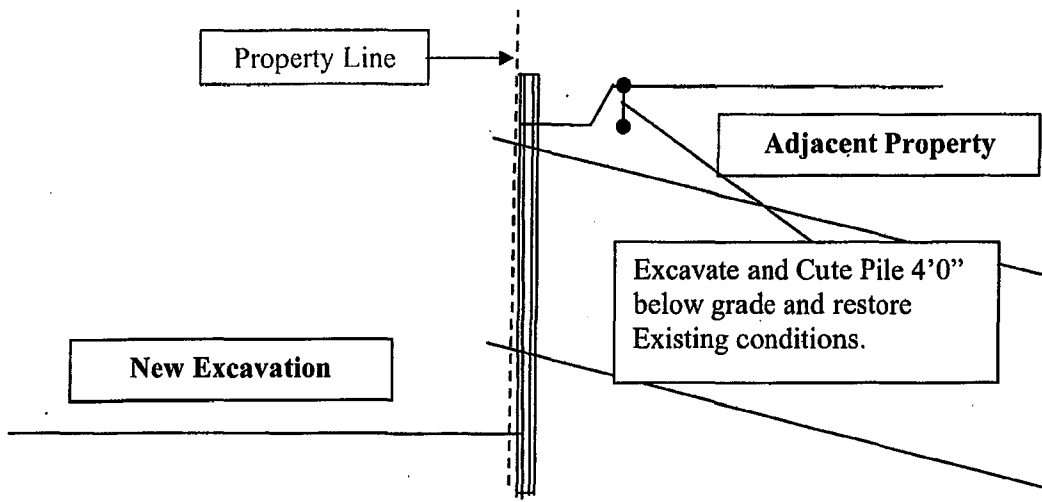
Detail A



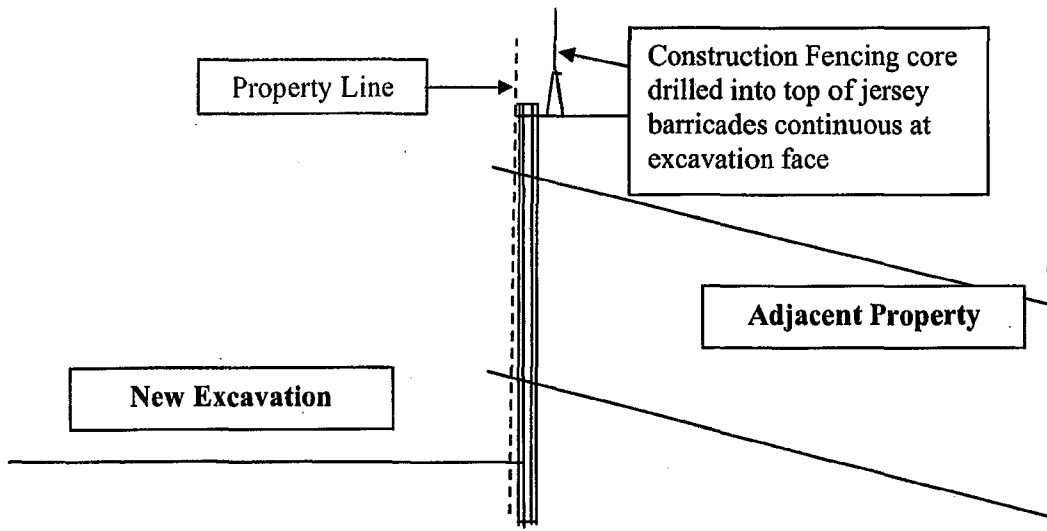
The tie back installation (to resist the earth pressures) would be drilled 40' to 60' into the soil with a hollow stem auger machine from the excavation side of the support of excavation. Upon completion of the drilling, cable ties would be inserted into the drilled hole in re-groutable tubes, grouted and then tensioned to design loads. When the 1<sup>st</sup> row of tie backs are tensioned the base line monitoring points will be established on the piles. These points will be monitored weekly for movement by Clark field engineers and reported to the engineer of record to ensure that the support of excavation system is performing as intended. If movement is found to be beyond the active system tolerances, additional bracing will be added to the system as needed.



After the new structure is built, the support of excavation system would be removed to 4'-0" below finished grade and the existing site conditions returned to their original conditions.



Fall protection will be maintained by Jersey Barricades and Fencing to prevent the general public from fall risk at the excavation.



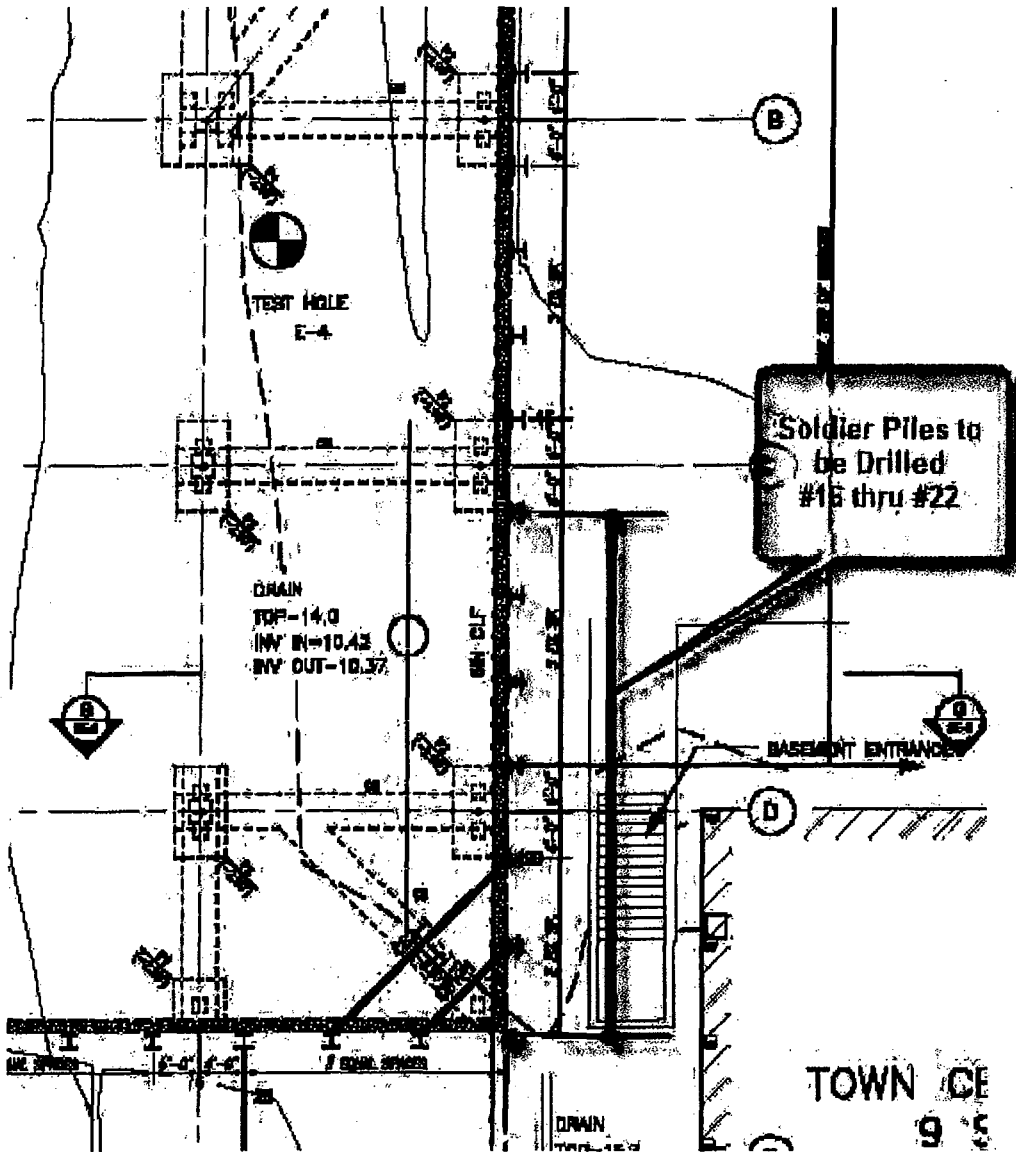


**MEMORANDUM**

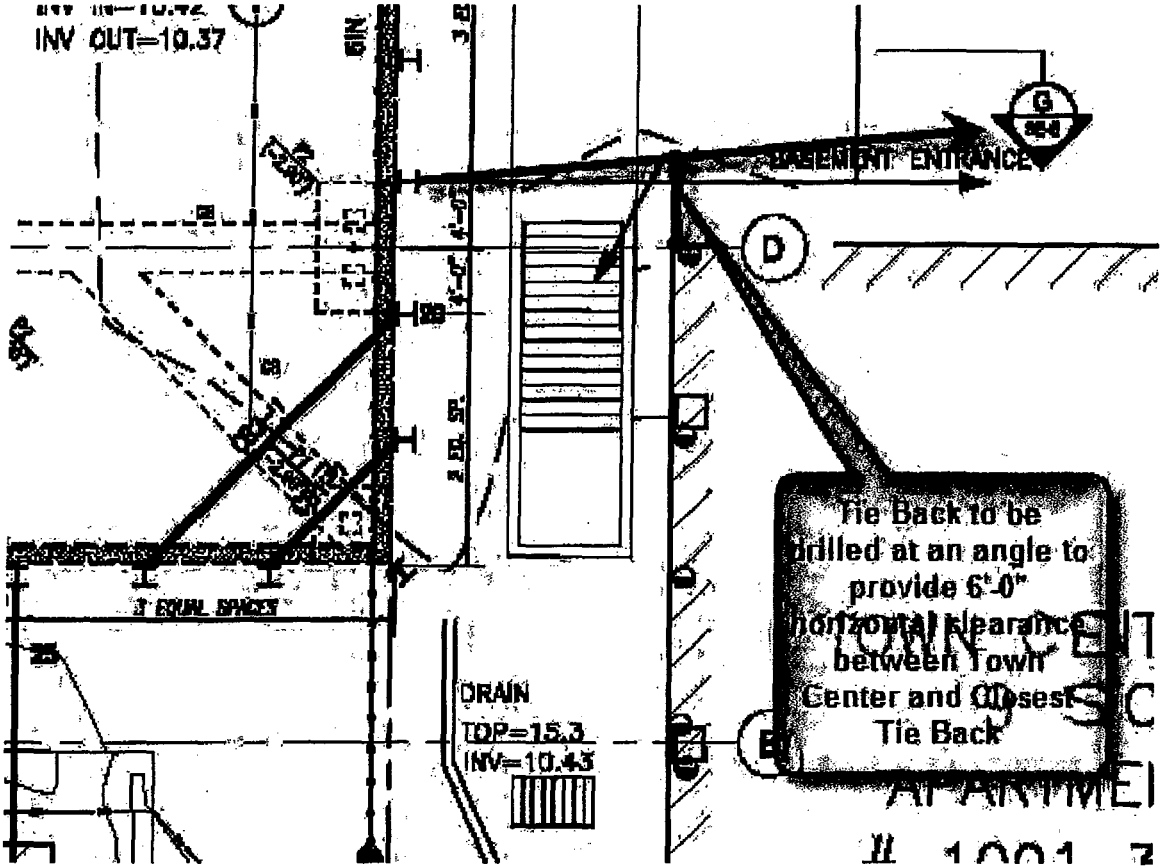
**To:** Joe Jewell  
**From:** John Strong  
**Date:** November 27, 2007  
**Re:** 401 M Street SW DC  
Job #112742  
Town Center Sketches

These are the details that you requested.

2) TCE was concerned about driving of piles adjacent to their north building. Team mutually agreed that Clark would pre-auger piles #16 - #22 (See Clark sheeting and shoring plan dated 10/17/07 - page SE-4), to alleviate driving of piles at the closest locations to the north TCE apartment building.

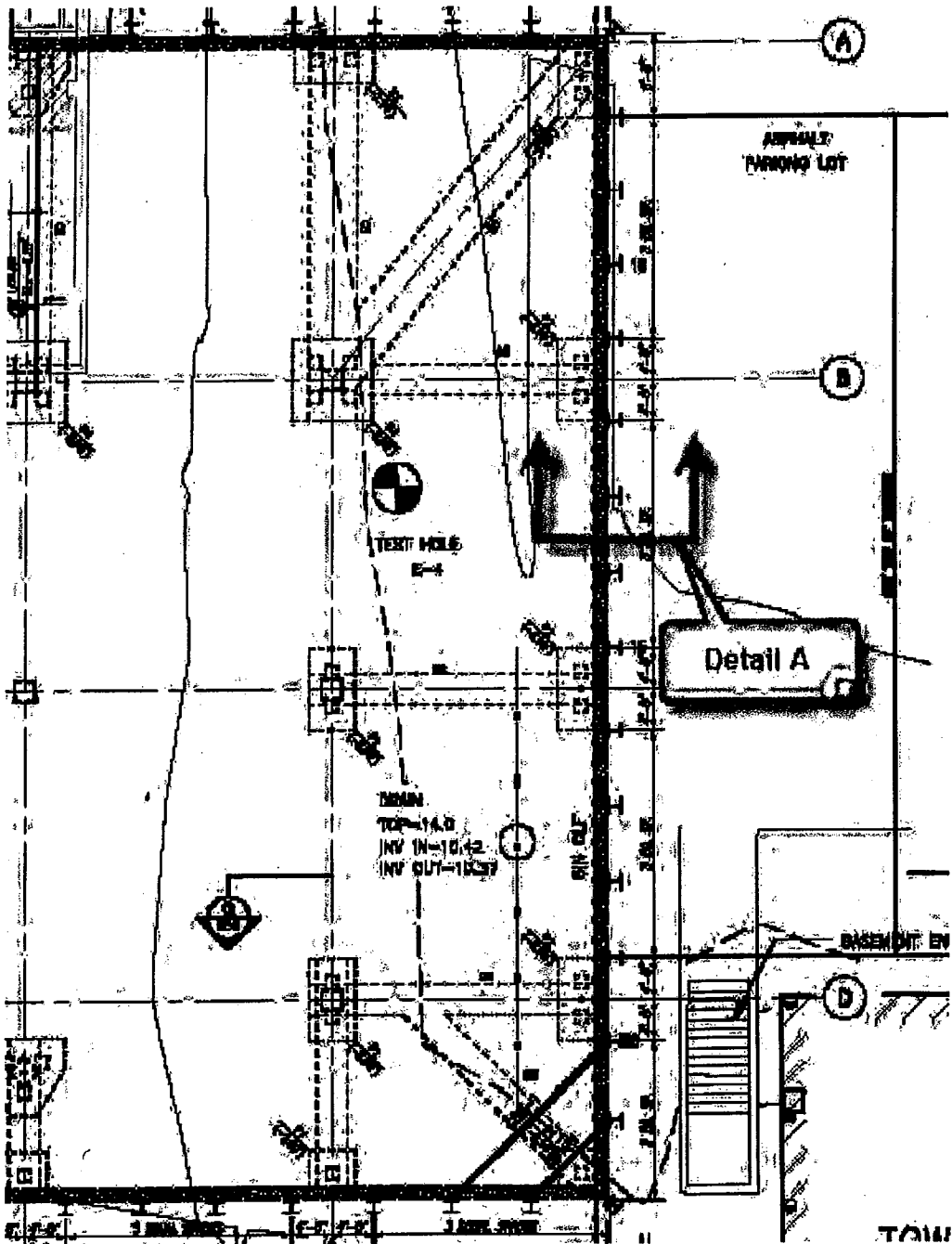


3) TCE requested that the closest tieback to their north building is located at least 6' from their basement. Team agreed to move pile #19 (southern limit of tiebacks along foundation wall that runs along shared property line) to the north, pile/tieback to be minimum 6' to the north of the north foundation wall of the north TCE building (currently shown as +/- 4' on Clark's Sheeting and shoring plans).

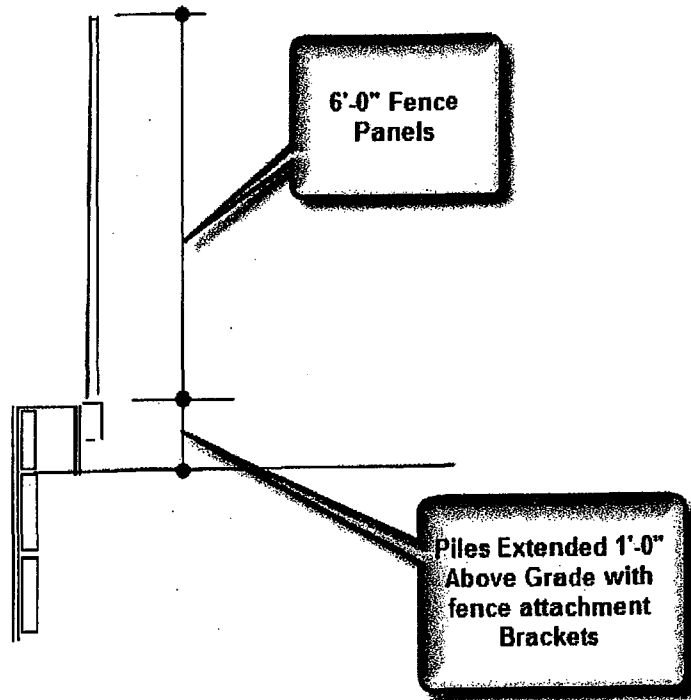


11 1001 3

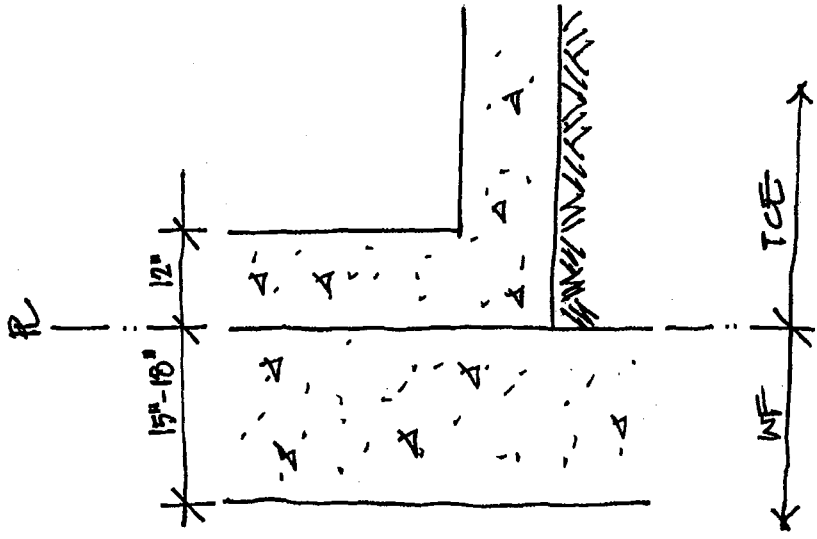
6) Team discussed the fact that Clark will leave piles along the shared property line approximately 12" above ground, then weld fencing to the piles for fall protection during the interim period between excavation and completion of the garage at the northeast corner. This detail will be in lieu of the jersey wall detail shown by Clark on the last page of their 11/19/07 memo to WVA, which was forwarded to TCE on 11/19/07. Upon completion of WA's garage at the northeast corner, the piles will be cut down to approximately 4' below grade and left in place by WA.



**Detail A**



**Excavation**

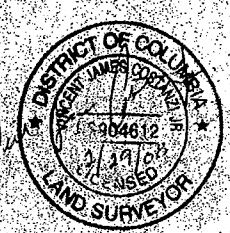
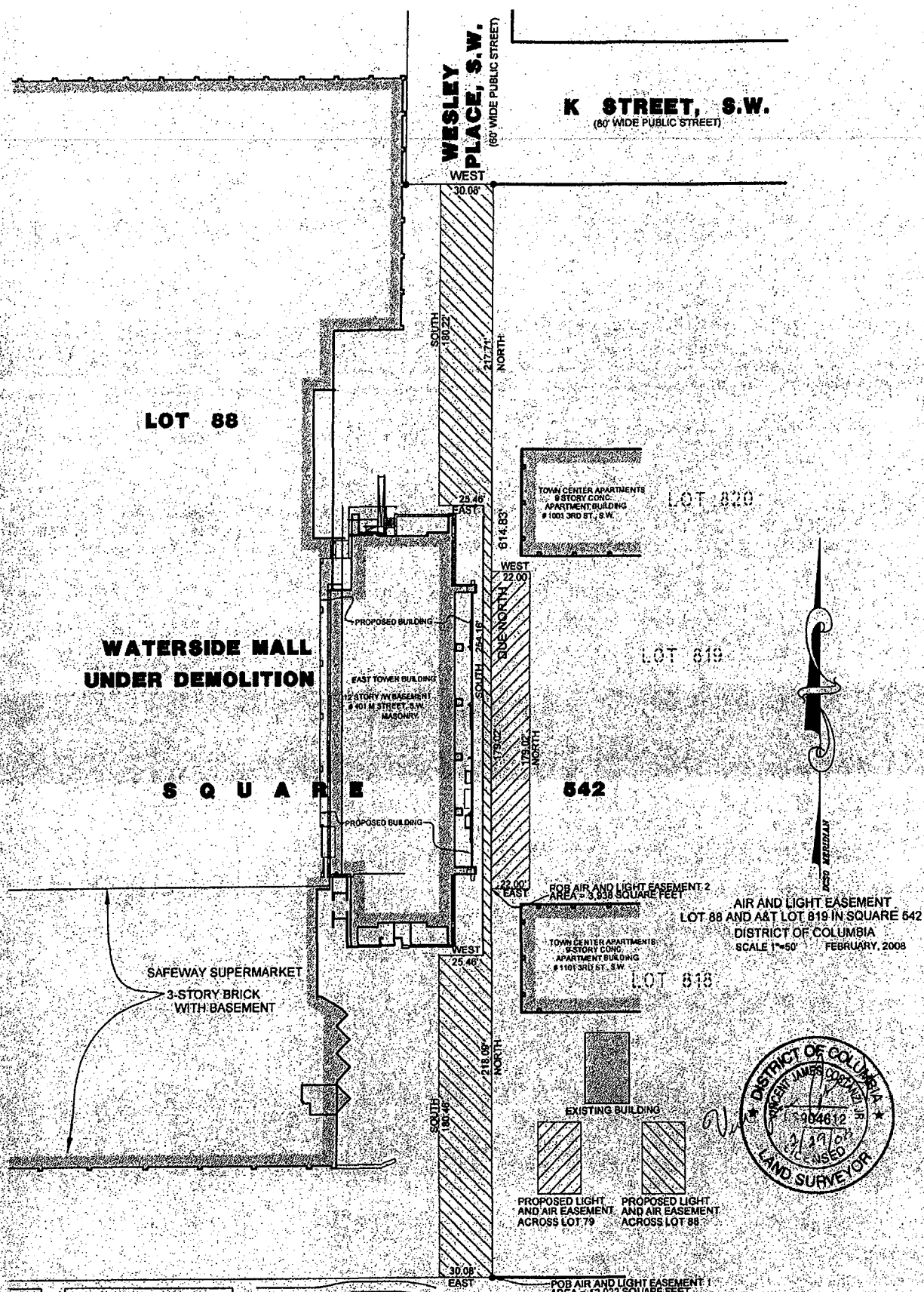


PURAN DETAIL (PARALLEL WALLS OPTION)



EXHIBIT G  
Light and Air Easement

---



**M STREET, S.W.**  
(160' WIDE PUBLIC STREET)  
(DIVIDED HIGHWAY)

**AMT, LLC**  
PROFESSIONAL ENGINEERS & LAND SURVEYORS  
10 G STREET, N.E. SUITE 430  
WASHINGTON, D.C. 20002  
PHONE: (202) 289-4545 FAX: (202) 289-5051

**Description of:**

**Proposed Assessment and Taxation Lots  
Air and Light Easement  
Out of Lot 79 and Lot 89 in Square 542  
District of Columbia  
February, 2008**

**Proposed Air and Light Easement One:**

Part of **Record Lot 89 in Square 542**, District of Columbia, in a subdivision made by RLA Revitalization Corporation, per plat of subdivision recorded in **Subdivision Book 197 at Page 91** among the Records of the Office of the Surveyor for the District of Columbia; said part of Lot 89 being more particularly described as follows:

**Beginning** for the same at the Southeast corner of said Lot 89, and a point in the North line of M Street, S.W., (150 feet wide) thence running in, over, through and across Lot 89,

Due North 618.43 feet along the West line of said Lot 89 to the South line of K Street, S.W. (80 feet wide); thence

Due West 30.08 feet along the South line of said K Street, S.W.; thence

Due South 180.22 feet; thence

Due East 25.46 feet; thence

Due South 254.16 feet; thence

Due West 25.46 feet, thence

Due South 180.46 feet to the South line of said Lot 89 and the North line of said M, Street, S.W.; thence

Due East 30.08 feet along said South line of Lot 89 and North line of M Street, S.W. to the Point of Beginning.

**Containing** 12,022 square feet as shown on Air and Light Easement Exhibit and attached hereto and made a part of by this reference.

---

**Proposed Light and Air Easement two:**

Part of **Record Lot 79 in Square 542**, District of Columbia, said part of Lot 79 being more particularly described as follows:

**Commencing** at the Southeast corner of said Lot 89 and being a point in the North line of M Street, S.W. (150 feet wide); thence

Due North 218.09 feet along the West line of said Lot 89 to the Point of Beginning; thence

Due East 22.00 feet running in, over, through and across Lot 79; thence

Due North 179.02 feet; thence

Due West 22.00 feet to the East line of said Lot 89; thence

Due South 179.02 feet along said East line of Lot 89 to the Point of Beginning.

**Containing** 3,938 square feet as shown on Air and Light Easement Exhibit and attached hereto and made a part of by this reference.

## Legal Description

A parcel of land located in Washington DC for a North Shared Vehicular Access Easement all in Lot 89 in Square 542 as shown on a Plat of Subdivision recorded in Subdivision Book 197 at Page 91 as recorded among the records of the Office of the Surveyor District of Columbia and more particularly described as follows:

**Beginning** for the same at the northeast corner of said Lot 89 and a point in the south line of K Street, S.W. (80 feet wide); thence along the east line of said Lot 89

Due South, 161.25 feet; thence across, through and over said Lot 89 the following two (2) courses and distances

Due West, 36.00 feet; thence

Due North, 161.25 feet to the north line of said Lot 89 and a point in the south line of said K Street, S.W.; thence along said north line and south line

Due East, 36.00 feet and the **Point of Beginning**.

**Containing 5,805 Square Feet** more or less.

## **Legal Description**

A parcel of land located in Washington DC for a South Shared Vehicular Access easement all within Lot 89 in Square 542 as shown on a Plat of Subdivision recorded in Subdivision Book 197 at Page 91 as recorded among the records of the Office of the Surveyor District of Columbia and more particularly described as follows:

**Beginning** for the same at the southeasterly corner of said Lot 89 and a point in the North line of M Street, S.W., (150 feet wide); thence along the south line of said Lot 89 and along said north line of M Street, S.W.

Due West, 26.04 feet; thence across, through and over said Lot 89 the following two (2) courses and distance

Due North, 181.25 feet; thence

Due East, 26.04 feet to the east line of said Lot 89; thence along said east line

Due South, 181.25 feet to the south line of said Lot 89 and the north line of said M Street, S.W. and the **Point of Beginning**.

**Containing 4,720 Square Feet more or less.**