



GOVERNMENT OF THE DISTRICT OF COLUMBIA

**Department of Energy and Environment
NATURAL RESOURCES ADMINISTRATION
WATERSHED PROTECTION DIVISION**

**DECLARATION OF COVENANTS
For a Stormwater Management Facility**

THIS DECLARATION OF COVENANTS (the “**Declaration**”) is made as of this 5th day of December, 2018, by and between 300 MORSE CPK OWNER, LLC, a Delaware limited liability company (“**300 Morse Owner**”), 350 MORSE CPK OWNER, LLC, a Delaware limited liability company (“**350 Morse Owner**”), and the MARKET TERMINAL ASSOCIATION (the “**Association**”), a District of Columbia non-profit corporation, jointly and severally, as their interests may appear, (300 Morse Owner, 350 Morse Owner, and the Association, and their respective successors and assigns, are collectively jointly and severally referred to herein as, the “**Owner**”) for the benefit of the DISTRICT OF COLUMBIA, a municipal corporation (the “**District**”).

RECITALS

A. 300 Morse Owner, is the fee simple owner of that certain real property in the District of Columbia being designated as Lots 838 and 839 in Square 3587, which real property is more particularly described in Exhibit A attached hereto and made a part hereof.

B. 350 Morse Owner, is the fee simple owner of that certain real property in the District of Columbia being designated as Lot 835 in Square 3587, which real property is more particularly described in Exhibit B attached hereto and made a part hereof.

C. Lots 835, 838, and 839 are benefited by easements for access, landscaping and specified other uses pursuant to a certain Covenant (Multiple Building) dated July 29, 1985, and recorded July 31, 1985, as Instrument No. 27477; as amended by First Amendment to Covenant (Multiple Building) dated April 3, 1986, and recorded April 24, 1986, as Instrument No. 16551; further amended by Second Amendment to Covenant (Multiple Building) dated November 10, 1987, and recorded February 8, 1988, as Instrument No. 6198; and further amended by Third Amendment to Covenant (Multiple Building) dated November 6, 1991, and recorded as Exhibit C to Instrument No. 2000081230, recorded September 11, 2000; and further amended by Fourth Amendment to Covenant (Multiple Building) dated June 27, 2000, and recorded September 11, 2000, as Instrument No. 2000081230 (“**DC Easement**”). The DC Easement grants rights over that certain parcel owned by the District of Columbia being designated as Lot 819 in Square 3587, which real property is more particularly described in Exhibit C attached hereto and made a part hereof (the “**DC Easement Area**”).

D. Lots 819, 835, 838, and 839 are herein collectively referred to as the “**Property**”, as shown in its entirety in Exhibit D, aggregating the parcels shown on Exhibits A, B, and C. No other person or entity has an ownership interest in the Property other than as described in this Declaration.

E. The Association is a non-profit corporation formed by, among others, the 300 Morse Owner and the 350 Morse Owner, to manage and operate common facilities and perform certain common tasks for, among other things, the DC Easement Area including maintenance and upkeep of the DC Easement Area.

F. In order to manage stormwater flow conditions resulting from certain improvements Owner will make to the Property, the regulations of the District, found at Title 21, Chapter 5, of the District of Columbia Municipal Regulations (“DCMR”) require that Owner develop and submit for approval a Stormwater Management Plan (“SWMP”) for the installation and maintenance of all stormwater best management practices (“BMPs”), stormwater infrastructure, and land covers on the Property (collectively, the “Facility”), and including any obligation to achieve Off-Site Retention Volume (Offv).

G. Section 529 of Title 21 of the DCMR requires that Owner execute and record, with the District of Columbia Recorder of Deeds, a declaration of covenants running with the land that set forth Owner’s responsibilities under the SWMP.

NOW, THEREFORE, for and in consideration of the issuance of building permits and approval of Owner’s plans by the District, and other good and valuable consideration the sufficiency of which is hereby acknowledged, for the benefit of and limitation upon Owner and all future owners of all or a portion of the Property, and for the benefit of the District, each of 300 Morse Owner, 350 Morse Owner, and the Association, the entities comprising the Owner, for itself, its successors and assigns, does hereby acknowledge, represent, covenant, and jointly and severally agree, and warrant to the District with respect to the entire Property as follows:

1. The foregoing Recitals and attached Exhibits are all hereby incorporated in and made a part of this Declaration to the same extent as if herein set forth in full, provided however, that said Recitals shall not be deemed to modify the express provisions hereinafter set forth.

2. The Facility and any responsibility to achieve Off-Site Retention Volume (Offv), as stated in gallons, is shown on the plans approved by the District attached hereto as **Exhibit E**, the Site Plan, as the same may be amended pursuant to the District’s approval.

3. Owner, at its sole expense, shall construct and perpetually operate and maintain the Facility in such manner as to comply with the provisions of Title 21, Chapter 5 of the DCMR and in strict accordance with the SWMP, including the Maintenance Plan, attached hereto as **Exhibit E**, as the same may be amended pursuant to the District’s approval.

4. Owner shall, at its sole expense, make such changes or modifications to the Facility as the District, in its discretion, may determine necessary to ensure that the Facility is maintained in good condition and continues to operate as designed and approved.

5. The District and its agents, employees, and contractors shall have the right to enter the Property for the purpose of inspecting the Facility in accordance with established inspection procedures and Section 16 of the Water Pollution Control Act of 1984 (D.C. Law 5-188; 32 DCR 919; D.C. Official Code § 8-103.01, *et seq.* (2013 Repl.)), as amended (the “Act”), at reasonable

times and in a reasonable manner, in order to ensure that the Facility is being properly maintained and is continuing to perform in the manner approved by the District.

6. Should Owner fail to perform its responsibilities as required herein, or fail to operate and restore the Facility in accordance with approved design standards, as the same may be amended from time to time, the District shall be entitled to pursue any and all enforcement actions available to it pursuant to the Act, and Title 21, Chapter 22 of the DCMR, as the same may be amended from time to time. Without limiting the generality of the foregoing, in the event that a discharge or threat of discharge from the Facility poses an imminent and substantial danger to the environment or the public health or welfare, the District may take immediate action against Owner pursuant to D.C. Official Code § 8-103.08(b).

7. If Owner's failure or refusal to maintain the Facility in accordance with the covenants and warranties contained in this Declaration ultimately results in corrective action by the District, Owner shall bear all costs incurred by the District for such corrective measures, such costs may be assessed against the Property, and Owner may be fined in accordance with the Act and Title 21, Chapter 5 of the DCMR.

8. The provisions of this Declaration shall be deemed warranties by Owner and covenants running with the land and shall bind and inure to the benefit of Owner and the District, their respective heirs, successors and/or assigns. When Owner ceases to own an interest in the Property, the rights, warranties, and obligations under this Declaration shall become the rights, warranties, and obligations of the successor-in-ownership and interest to the Property.

9. Owner shall, at its cost and expense, properly record this Declaration with the Recorder of Deeds and provide the District's Department of the Environment with a copy of this Declaration, certified by the Recorder of Deeds as a true copy of the recorded instrument.

10. Owner shall indemnify, save harmless, and defend the District, and all its officers, agents, and employees from and against all claims or liabilities that may arise out of or in connection with, either directly or indirectly, any of Owner's actions or omissions with regard to the construction, operation, maintenance and/or restoration of the Facility.

11. Owner warrants, and shall ensure, that all prior liens recorded against the Property are subordinate to this Declaration. Failure to subordinate liens shall, at the District's sole election, give rise to termination of any building permits and/or invalidation of any certificate of occupancy relating to the Property.

12. Owner shall, at its sole expense, comply with all provisions of this Declaration regardless of any conflicting requirements in any other covenant, easement, or other legal document recorded or unrecorded against the Property. Neither the entering into of this Declaration nor performance hereunder will constitute or result in a violation or breach by Owner of any other agreement or order that is binding on Owner.

13. To the extent Owner is an entity, or is comprised of entities, each such entity warrants that it: (i) is duly organized, validly existing and in good standing under the laws of its state of organization; (ii) is qualified to do business in, and is in good standing under, the laws of

the District of Columbia; (iii) is authorized to perform under this Declaration; and (iv) has all necessary power to execute and deliver this Declaration.

14. The form of this Declaration has been approved by the District of Columbia Office of the Attorney General (“OAG”) for legal sufficiency pursuant to Title 21, Section 529.3 of the DCMR. This Declaration, and the provisions contained herein, may not be modified, amended, or terminated without the prior written consent of the District and legal sufficiency approval by OAG, such agreement to be evidenced by a document duly executed and delivered in recordable form and recorded with the Recorder of Deeds at no expense to the District.

15. The District has the right to specifically enforce this Declaration.

16. This Declaration shall be governed by, construed under, and enforced in accordance with, the laws of the District of Columbia.

17. This Declaration has been duly executed and delivered by Owner, and constitutes the legal, valid, and binding obligations of Owner, enforceable against Owner and its successors and assigns, in accordance with its terms.


18. If any of the covenants, warranties, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, **300 MORSE CPK OWNER, LLC**, a Delaware limited liability company, has caused this Declaration to be signed in its name by Dan Garibaldi, Authorized Signatory of CPK 300 Morse VI REIT 1, its Managing Member, and does hereby appoint Dan Garibaldi as its attorney-in-fact of such corporation as Managing Member of the company for purposes of executing, acknowledging and delivering this Declaration, as the act and deed of said corporation as Managing Member of the company, all as of the day and year hereinbefore written.

300 MORSE CPK OWNER, LLC, a Delaware limited liability company

By: CPK 300 Morse VI REIT 1,
a Maryland real estate investment trust, its
Managing Member

By: 
Dan Garibaldi, Authorized Signatory

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA, to wit:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Dan Garibaldi, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Declaration bearing date of _____, 2018, who, being by me first duly sworn, did depose and state that he is the duly appointed Authorized Signatory and attorney-in-fact of CPK 300 Morse VI REIT 1, Managing Member of **300 MORSE CPK OWNER, LLC**, a Delaware limited liability company, which entity is a party to the foregoing and annexed Declaration, and that he, being duly authorized so to do, executed said Declaration on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this _____ day of _____, 2018.

Notary Public

SEF ANTALINO

My Commission Expires:

[Notarial Seal]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

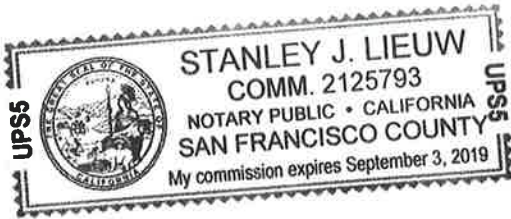
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN FRANCISCO

On DECEMBER 5, 2018 before me, STANLEY J. LIEUW, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DAN GARIBAY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

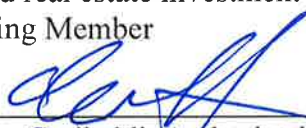
Other: _____

Signer is Representing: _____

IN WITNESS WHEREOF, **350 MORSE CPK OWNER, LLC**, a Delaware limited liability company, has caused this Declaration to be signed in its name by Dan Garibaldi, Authorized Signatory of CPK 350 Morse VI REIT 2, its Managing Member, and does hereby appoint Dan Garibaldi as its attorney-in-fact of such corporation as Managing Member of the company for purposes of executing, acknowledging and delivering this Declaration, as the act and deed of said corporation as Managing Member of the company, all as of the day and year hereinbefore written.

350 MORSE CPK OWNER, LLC, a Delaware limited liability company

By: CPK 350 Morse VI REIT 2,
a Maryland real estate investment trust,
its Managing Member

By: 
Dan Garibaldi, Authorized Signatory

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA, to wit:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Dan Garibaldi, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Declaration bearing date of _____, 2018, who, being by me first duly sworn, did depose and state that he is the duly appointed Authorized Signatory and attorney-in-fact of CPK 350 Morse VI REIT 2, Managing Member of **350 MORSE CPK OWNER, LLC**, a Delaware limited liability company, which entity is a party to the foregoing and annexed Declaration, and that he, being duly authorized so to do, executed said Declaration on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this _____ day of _____, 2018.

Notary Public

SEE ATTACHED

My Commission Expires:

[Notarial Seal]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN FRANCISCO

On DECEMBER 5, 2018 before me, STANLEY J. LIEUW, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared DAN GARIBAUDI
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

IN WITNESS WHEREOF, MARKET TERMINAL ASSOCIATION, a District of Columbia non-profit corporation, has caused this Declaration to be signed in its name by Lee Bloch, its Vice President, and does hereby appoint Lee Bloch as its attorney-in-fact for purposes of executing, acknowledging and delivering this Declaration, as the act and deed of said corporation, all as of the day and year hereinbefore written.

MARKET TERMINAL ASSOCIATION, a District of Columbia non-profit corporation

By: Lee Bloch
Lee Bloch, Vice President

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA, to wit:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Lee Bloch, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Declaration bearing date of _____, 2018, who, being by me first duly sworn, did depose and state that he is the duly appointed Vice President and attorney-in-fact of MARKET TERMINAL ASSOCIATION, a District of Columbia non-profit corporation, which entity is a party to the foregoing and annexed Declaration, and that he, being duly authorized so to do, executed said Declaration on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this _____ day of _____, 2018.

Notary Public

My Commission Expires:

SEE ATTACHED

[Notarial Seal]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN FRANCISCO

On DECEMBER 5, 2018 before me, STANLEY J. LIEUW, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared URS BLOCH
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

APPROVED AS TO TECHNICAL SUFFICIENCY:

District of Columbia Department of Energy and Environment
Natural Resources Administration
Watershed Protection Division

By: [Signature]
Name: Margaret Noonan
Title: Environmental Engineer
Date: 12/17/2018



APPROVED AS TO LEGAL SUFFICIENCY:

District of Columbia Office of the Attorney General
Commercial Division

By: [Signature]
Assistant Attorney General
Date: 12/18/18

Property Address: 300 & 3050 Morse Street, NE

square : 3587
lots : 838, 839, 835, 819

EXHIBIT A

ALL THAT CERTAIN LOT OR PARCEL OF REAL PROPERTY, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PART OF LOT 6 IN SQUARE 3587 IN A SUBDIVISION MADE BY THE DISTRICT OF COLUMBIA AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA IN LIBER 176 AT FOLIO 163 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, SQUARE 3587 (LIBER 176 FOLIO 163), SAID CORNER BEING THE DIVISION LINE BETWEEN ASSESSMENT AND TAXATION LOT 806, SQUARE 3587 ON THE WEST AND SAID LOT 6 ON THE EAST, THENCE WITH SAID DIVISION LINE, THE FOLLOWING FOUR COURSES AND DISTANCES;

1. NORTH 28° 58' 10" EAST, 29.43 FEET, THENCE;
2. CONTINUING, NORTH 61° 48' 28" WEST, 14.47 FEET, THENCE;
3. CONTINUING, NORTH 18° 11' 22" EAST, 43.29 FEET, THENCE;
4. CONTINUING, 3.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1219.13 FEET, A CENTRAL ANGLE OF 00° 08' 46", AND A CHORD BEARING AND DISTANCE OF NORTH 20° 54' 18" EAST, 3.11 FEET, THENCE DEPARTING SAID DIVISION LINE AND WITH A LINE THROUGH SAID LOT 6, THE FOLLOWING TWO COURSES AND DISTANCES;
5. SOUTH 61° 26' 00" EAST, 382.58 FEET, THENCE;
6. CONTINUING, SOUTH 28° 34' 00" WEST, 75.00 FEET TO THE DIVISION LINE BETWEEN LOT 8, SQUARE 3587 (LIBER 203 FOLIO 99) ON THE SOUTH, AND SAID LOT 6 ON THE NORTH, THENCE WITH SAID DIVISION LINE AND CONTINUING WITH THE DIVISION LINE BETWEEN LOT 4, SQUARE 3587 ON THE SOUTH, AND SAID LOT 6 ON THE NORTH;
7. NORTH 61° 26' 00" WEST, 360.10 FEET TO THE PLACE OF BEGINNING.

CONTAINING 27,845 SQUARE FEET

NOTE: SAID PROPERTY BEING KNOWN FOR PURPOSES OF ASSESSMENT AND TAXATION AS LOT NUMBERED EIGHT HUNDRED THIRTY-EIGHT (838) IN SQUARE NUMBERED THIRTY-FIVE HUNDRED EIGHTY-SEVEN (3587).

ALL THAT CERTAIN LOT OR PARCEL OF REAL PROPERTY, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PART OF LOT 6 IN SQUARE 3587 IN A SUBDIVISION MADE BY THE DISTRICT OF COLUMBIA AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA IN LIBER 176 AT FOLIO 163 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 6, SQUARE 3587 (LIBER 176 FOLIO 163), SAID CORNER BEING THE DIVISION LINE BETWEEN ASSESSMENT AND TAXATION LOT 806, SQUARE 3587 ON THE WEST AND SAID LOT 6 ON THE EAST, THENCE WITH SAID DIVISION LINE, THE FOLLOWING FOUR COURSES AND DISTANCES;

- A. NORTH 28° 58' 10" EAST, 29.43 FEET, THENCE;
- B. CONTINUING, NORTH 61° 48' 28" WEST, 14.47 FEET, THENCE;
- C. CONTINUING, NORTH 18° 11' 22" EAST, 43.29 FEET, THENCE;
- D. CONTINUING, 3.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1219.13 FEET, A CENTRAL ANGLE OF 00° 08' 46", AND A CHORD BEARING AND DISTANCE OF NORTH 20° 54' 18" EAST, 3.11 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED ASSESSMENT AND TAXATION LOT EIGHT HUNDRED THIRTY-NINE (839), THENCE CONTINUING WITH SAID DIVISION LINE, THE FOLLOWING THREE COURSES AND DISTANCES;
 - 1. 224.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1219.13 FEET, A CENTRAL ANGLE OF 10° 31' 54", AND A CHORD BEARING AND DISTANCE OF NORTH 26° 14' 38" EAST, 223.77 FEET, THENCE;
 - 2. CONTINUING, NORTH 31° 30' 56" EAST, 150.25 FEET, THENCE;
 - 3. CONTINUING, NORTH 33° 28' 38" EAST, 14.99 FEET, THENCE DEPARTING SAID DIVISION LINE AND WITH A LINE THROUGH SAID LOT 6, THE FOLLOWING THREE COURSES AND DISTANCES;
 - 4. SOUTH 61° 26' 00" EAST, 210.54 FEET, THENCE;
 - 5. CONTINUING, SOUTH 28° 34' 00" WEST, 388.58 FEET, THENCE;
 - 6. CONTINUING, NORTH 61° 26' 00" WEST, 210.49 FEET TO THE PLACE OF BEGINNING.

CONTAINING 84,360 SQUARE FEET

NOTE: SAID PROPERTY BEING KNOWN FOR PURPOSES OF ASSESSMENT AND TAXATION AS LOT NUMBERED EIGHT HUNDRED THIRTY-NINE (839) IN SQUARE NUMBERED THIRTY-FIVE HUNDRED EIGHTY-SEVEN (3587).

EXHIBIT B

ALL THAT CERTAIN LOT OR PARCEL OF REAL PROPERTY, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PART OF LOT 6 IN SQUARE 3587 IN A SUBDIVISION MADE BY THE DISTRICT OF COLUMBIA AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR FOR THE DISTRICT OF COLUMBIA IN LIBER 176 AT FOLIO 163 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8, SQUARE 3587 (LIBER 203 FOLIO 99), THENCE WITH A LINE THROUGH LOT 6, SQUARE 3587, THE FOLLOWING TWO COURSES AND DISTANCES;

- A. NORTH 34° 08' 23" EAST, 90.42 FEET, THENCE;

- B. CONTINUING, NORTH 28° 35' 58" EAST, 438.09 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED A&T LOT 835, THENCE CONTINUING WITH SAID LINE THROUGH LOT 6, THE FOLLOWING FOUR COURSES AND DISTANCES;
 - 1. NORTH 61° 24' 02" WEST, 112.00 FEET, THENCE;
 - 2. CONTINUING, NORTH 28° 35' 58" EAST, 163.74 FEET, THENCE;
 - 3. CONTINUING, SOUTH 61° 24' 02" EAST, 112.00 FEET, THENCE;
 - 4. CONTINUING, SOUTH 28° 35' 58" WEST, 163.74 FEET TO THE PLACE OF BEGINNING.

CONTAINING 18,339 SQUARE FEET

NOTE: SAID PROPERTY BEING NOW KNOWN FOR PURPOSES OF ASSESSMENT AND TAXATION AS LOT NUMBERED EIGHT HUNDRED THIRTY-FIVE (835) IN SQUARE NUMBERED THIRTY-FIVE HUNDRED EIGHTY-SEVEN (3587).

EXHIBIT C

ALL THAT CERTAIN LOT OR PARCEL OF REAL PROPERTY, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

A&T LOT 819
SQUARE 3587
DISTRICT OF COLUMBIA

BEGINNING AT THE SOUTHEAST CORNER OF A&T LOT 819, SQUARE 3587, SAID SOUTHEAST CORNER MARKING THE INTERSECTION OF THE WESTERLY LINE OF MORSE STREET, N.E. (90' WIDE), WITH THE DIVISION LINE BETWEEN LOT 8, SQUARE 3587 ON THE SOUTH, AND SAID A&T LOT 819 ON THE NORTH, THENCE WITH SAID DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES;

1. NORTH 61° 26' WEST, 56.73 FEET, THENCE;
2. CONTINUING, SOUTH 28° 34' WEST, 10.00 FEET TO THE INTERSECTION OF SAID DIVISION LINE, WITH THE DIVISION LINE BETWEEN A&T LOT 814, SQUARE 3587 ON THE SOUTH, AND SAID A&T LOT 819 ON THE NORTH, THENCE WITH SAID DIVISION LINE AND WITH THE DIVISION LINE BETWEEN A&T LOT 817, SQUARE 3587 ON THE SOUTH, AND SAID A&T LOT 819 ON THE NORTH, THE FOLLOWING THREE COURSES AND DISTANCES;
3. NORTH 61° 26' WEST, 176.09 FEET, THENCE;
4. CONTINUING, NORTH 28° 34' EAST, 576.00 FEET, THENCE;
5. CONTINUING, NORTH 23° 58' 42" WEST, 79.19 FEET TO THE INTERSECTION OF SAID DIVISION LINE, WITH THE DIVISION LINE BETWEEN SAID A&T LOT 819 ON THE SOUTH, AND LOT 2, SQUARE 3587 ON THE NORTH, THENCE WITH SAID DIVISION LINE, THE FOLLOWING THREE COURSES AND DISTANCES;
6. NORTH 66° 01' 18" EAST, 293.33 FEET, THENCE;
7. CONTINUING, 178.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 458.62 FEET, THENCE;
8. CONTINUING, 94.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 116.12 FEET TO THE INTERSECTION OF SAID DIVISION LINE, WITH THE SOUTHERLY LINE OF NEW YORK AVENUE, N.E. (NOMINAL WIDTH), THENCE WITH SAID SOUTHERLY LINE;
9. NORTH 66° 01' 18" EAST, 92.00 FEET, TO THE INTERSECTION OF SAID SOUTHERLY LINE, WITH THE DIVISION LINE BETWEEN SAID A&T LOT 819 ON THE WEST, AND LOT 3, SQUARE 3587 ON THE EAST, THENCE WITH SAID DIVISION LINE, THE FOLLOWING THREE COURSES AND DISTANCES;

10. SOUTH 23° 58' 42" EAST, 19.92 FEET, THENCE;

11. CONTINUING, SOUTH 28° 34' WEST, 204.07 FEET, THENCE;

EXHIBIT D
[AGGREGATE LEGAL DESCRIPTION]

METES AND BOUNDS DESCRIPTION
AGGREGATE OF A&T LOTS 819, 835, 838 & 839

PART OF LOT 6
SQUARE 3587
LIBER 176 FOLIO 163
DISTRICT OF COLUMBIA

ALL THAT CERTAIN LOT OR PARCEL OF REAL PROPERTY, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PART OF LOT 6 IN SQUARE 3587 IN A SUBDIVISION MADE BY THE DISTRICT OF COLUMBIA AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR FOR THE DISTRICT OF COLUMBIA IN LIBER 176 AT FOLIO 163 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 6, SQUARE 3587 (LIBER 176 FOLIO 163), SAID CORNER BEING THE DIVISION LINE BETWEEN SAID LOT 6 ON THE NORTH AND LOT 8, SQUARE 3587 (INSTRUMENT NO. 2014046705) ON THE EAST, THENCE WITH SAID DIVISION LINE AND FURTHER CONTINUING WITH THE DIVISION LINE BETWEEN SAID LOT 6 ON THE EAST WITH A&T LOT 814, SQUARE 3587 (INSTRUMENT NO. 2015099096), THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES;

1. NORTH 61° 26' 00" WEST, 172.09 FEET, THENCE;
2. CONTINUING, NORTH 28° 34' 00" EAST, 572.88 FEET, THENCE;
3. CONTINUING, NORTH 23° 58' 42" WEST, 84.24 FEET, THENCE;
4. CONTINUING, NORTH 66° 01' 18" EAST, 293.33 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
5. CONTINUING, 178.47 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 458.62 FEET, A CENTRAL ANGLE OF 22° 17' 47", AND A CHORD BEARING AND DISTANCE OF NORTH 54° 52' 24" EAST, 177.35 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, THENCE;
6. CONTINUING, 94.53 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 116.12 FEET, A CENTRAL ANGLE OF 46° 38' 34", AND A CHORD BEARING AND DISTANCE OF NORTH 20° 24' 14" EAST, 91.94 FEET, THENCE;
7. CONTINUING, NORTH 66° 01' 18" EAST, 92.00 FEET, THENCE;
8. CONTINUING, SOUTH 23° 58' 42" EAST, 19.92 FEET, THENCE;
9. CONTINUING, SOUTH 28° 34' 00" WEST, 204.07 FEET, THENCE;
10. CONTINUING, NORTH 61° 26' 00" WEST, 20.00 FEET, THENCE;
11. CONTINUING, SOUTH 28° 34' 00" WEST, 953.85 FEET, THENCE;

12. CONTINUING, NORTH 61° 26' 00" WEST, 56.73 FEET, THENCE;

13. CONTINUING, SOUTH 28° 34' 00" WEST, 10.00 FEET, CONTAINING 212,911 SQUARE FEET.

LESS AND EXCEPT;

A&T LOTS 833 & 834
SQUARE 3587
DISTRICT OF COLUMBIA

ALL THAT CERTAIN LOT OR PARCEL OF REAL PROPERTY, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PART OF LOT 6 IN SQUARE 3587 IN A SUBDIVISION MADE BY THE DISTRICT OF COLUMBIA AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR FOR THE DISTRICT OF COLUMBIA IN LIBER 176 AT FOLIO 163 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8, SQUARE 3587 (LIBER 203 FOLIO 99), THENCE WITH A LINE THROUGH LOT 6, SQUARE 3587 (LIBER 176 FOLIO 136);

A. NORTH 34° 06' 25" EAST, 90.42 FEET TO THE POINT OF BEGINNING MARKING THE SOUTHEASTERLY CORNER OF A&T LOT 833, SQUARE 3587, THENCE DEPARTING SAID SOUTHEASTERLY CORNER AND WITH A LINE THROUGH SAID LOT 6, THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. NORTH 61° 26' 00" WEST, 112.00 FEET, THENCE;

2. NORTH 28° 34' 00" EAST, 454.21 FEET, THENCE;

3. SOUTH 61° 26' 00" EAST, 112.00 FEET, THENCE;

4. SOUTH 28° 34' 00" WEST, 454.21 FEET TO THE POINT OF BEGINNING, CONTAINING 49066 SQUARE FEET.

TOGETHER WITH

METES AND BOUNDS DESCRIPTION
(A&T LOT 835 – EXHIBIT 'A' – LOT DESCRIPTION)

PART OF LOT 6
SQUARE 3587
LIBER 176 FOLIO 163
DISTRICT OF COLUMBIA

ALL THAT CERTAIN LOT OR PARCEL OF REAL PROPERTY, TOGETHER WITH IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

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PART OF LOT 6 IN SQUARE 3587 IN A SUBDIVISION MADE BY THE DISTRICT OF COLUMBIA AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR FOR THE DISTRICT OF COLUMBIA IN LIBER 176 AT FOLIO 163 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8, SQUARE 3587 (LIBER 203 FOLIO 99), THENCE WITH A LINE THROUGH LOT 6, SQUARE 3587, THE FOLLOWING TWO COURSES AND DISTANCES;

- A. NORTH 34° 06' 25" EAST, 90.42 FEET, THENCE;
- B. CONTINUING, NORTH 28° 34' 00" EAST, 438.09 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED A&T LOT 835, THENCE CONTINUING WITH SAID LINE THROUGH LOT 6, THE FOLLOWING FOUR COURSES AND DISTANCES;
 1. NORTH 61° 26' 00" WEST, 112.00 FEET, THENCE;
 2. CONTINUING, NORTH 28° 34' 00" EAST, 163.74 FEET, THENCE;
 3. CONTINUING, SOUTH 61° 26' 00" EAST, 112.00 FEET, THENCE;
 4. CONTINUING, SOUTH 28° 34' 00" WEST, 163.74 FEET TO THE PLACE OF BEGINNING, CONTAINING 18,339 SQUARE FEET.

TOGETHER WITH

METES AND BOUNDS DESCRIPTION

A&T LOT 838
SQUARE 3587
DISTRICT OF COLUMBIA

ALL THAT CERTAIN LOT OR PARCEL OF REAL PROPERTY, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PART OF LOT 6 IN SQUARE 3587 IN A SUBDIVISION MADE BY THE DISTRICT OF COLUMBIA AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA IN LIBER 176 AT FOLIO 163 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, SQUARE 3587 (LIBER 176 FOLIO 163), SAID CORNER BEING THE DIVISION LINE BETWEEN A&T LOT 806, SQUARE 3587 ON THE WEST AND SAID LOT 6 ON THE EAST, THENCE WITH SAID DIVISION LINE, THE FOLLOWING FOUR COURSES AND DISTANCES;

1. NORTH 28° 58' 10" EAST, 29.43 FEET, THENCE;
2. CONTINUING, NORTH 61° 48' 28" WEST, 14.47 FEET, THENCE;
3. CONTINUING, NORTH 18° 11' 22" EAST, 43.29 FEET, THENCE;

4. CONTINUING, 3.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1219.13 FEET, A CENTRAL ANGLE OF 00° 08' 46", AND A CHORD BEARING AND DISTANCE OF NORTH 20° 54' 18" EAST, 3.11 FEET, THENCE DEPARTING SAID DIVISION LINE AND WITH A LINE THROUGH SAID LOT 6, THE FOLLOWING TWO COURSES AND DISTANCES;

5. SOUTH 61° 26' 00" EAST, 382.58 FEET, THENCE;

6. CONTINUING, SOUTH 28° 34' 00" WEST, 75.00 FEET TO THE DIVISION LINE BETWEEN LOT 8, SQUARE 3587 (LIBER 203 FOLIO 99) ON THE SOUTH, AND SAID LOT 6 ON THE NORTH, THENCE WITH SAID DIVISION LINE AND CONTINUING WITH THE DIVISION LINE BETWEEN LOT 4, SQUARE 3587 ON THE SOUTH, AND SAID LOT 6 ON THE NORTH;

7. NORTH 61° 26' 00" WEST, 360.10 FEET TO THE PLACE OF BEGINNING, CONTAINING 27,845 SQUARE FEET.

TOGETHER WITH

METES AND BOUNDS DESCRIPTION

A&T LOT 839
SQUARE 3587
DISTRICT OF COLUMBIA

ALL THAT CERTAIN LOT OR PARCEL OF REAL PROPERTY, LYING AND BEING SITUATED IN THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PART OF LOT 6 IN SQUARE 3587 IN A SUBDIVISION MADE BY THE DISTRICT OF COLUMBIA AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA IN LIBER 176 AT FOLIO 163 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 6, SQUARE 3587 (LIBER 176 FOLIO 163), SAID CORNER BEING THE DIVISION LINE BETWEEN A&T LOT 806, SQUARE 3587 ON THE WEST AND SAID LOT 6 ON THE EAST, THENCE WITH SAID DIVISION LINE, THE FOLLOWING FOUR COURSES AND DISTANCES;

A. NORTH 28° 58' 10" EAST, 29.43 FEET, THENCE;

B. CONTINUING, NORTH 61° 48' 28" WEST, 14.47 FEET, THENCE;

C. CONTINUING, NORTH 18° 11' 22" EAST, 43.29 FEET, THENCE;

D. CONTINUING, 3.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1219.13 FEET, A CENTRAL ANGLE OF 00° 08' 46", AND A CHORD BEARING AND DISTANCE OF NORTH 20° 54' 18" EAST, 3.11 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED A&T LOT 839, THENCE CONTINUING WITH SAID DIVISION LINE, THE FOLLOWING THREE COURSES AND DISTANCES;

1. 224.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1219.13 FEET, A CENTRAL ANGLE OF 10° 31' 54", AND A CHORD BEARING AND DISTANCE OF NORTH 26° 14' 38" EAST, 223.77 FEET, THENCE;

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2. CONTINUING, NORTH 31° 30' 56" EAST, 150.25 FEET, THENCE;
3. CONTINUING, NORTH 33° 28' 38" EAST, 14.99 FEET, THENCE DEPARTING SAID DIVISION LINE AND WITH A LINE THROUGH SAID LOT 6, THE FOLLOWING THREE COURSES AND DISTANCES;
4. SOUTH 61° 26' 00" EAST, 210.54 FEET, THENCE;
5. CONTINUING, SOUTH 28° 34' 00" WEST, 388.58 FEET, THENCE;
6. CONTINUING, NORTH 61° 26' 00" WEST, 206.49 FEET TO THE PLACE OF BEGINNING, CONTAINING 84,360 SQUARE FEET.

FOR A TOTAL AREA OF 276,050 SQUARE FEET.

NOTE: SAID PROPERTY BEING NOW KNOWN FOR PURPOSES OF ASSESSMENT AND TAXATION AS LOT NUMBERED EIGHT HUNDRED NINETEEN (819) IN SQUARE NUMBERED THIRTY-FIVE HUNDRED EIGHTY-SEVEN (3587).

NOTE: SAID PROPERTY BEING NOW KNOWN FOR PURPOSES OF ASSESSMENT AND TAXATION AS LOT NUMBERED EIGHT HUNDRED THIRTY-FIVE (835) IN SQUARE NUMBERED THIRTY-FIVE HUNDRED EIGHTY-SEVEN (3587).

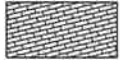



NOTE: SAID PROPERTY BEING KNOWN FOR PURPOSES OF ASSESSMENT AND TAXATION AS LOT NUMBER EIGHT HUNDRED THIRTY-NINE (839) IN SQUARE NUMBERED THIRTY-FIVE HUNDRED EIGHTY-SEVEN (3587).

NOTE: SAID PROPERTY BEING KNOWN FOR PURPOSES OF ASSESSMENT AND TAXATION AS LOT NUMBER EIGHT HUNDRED THIRTY-EIGHT (838) IN SQUARE NUMBERED THIRTY-FIVE HUNDRED EIGHTY-SEVEN (3587).



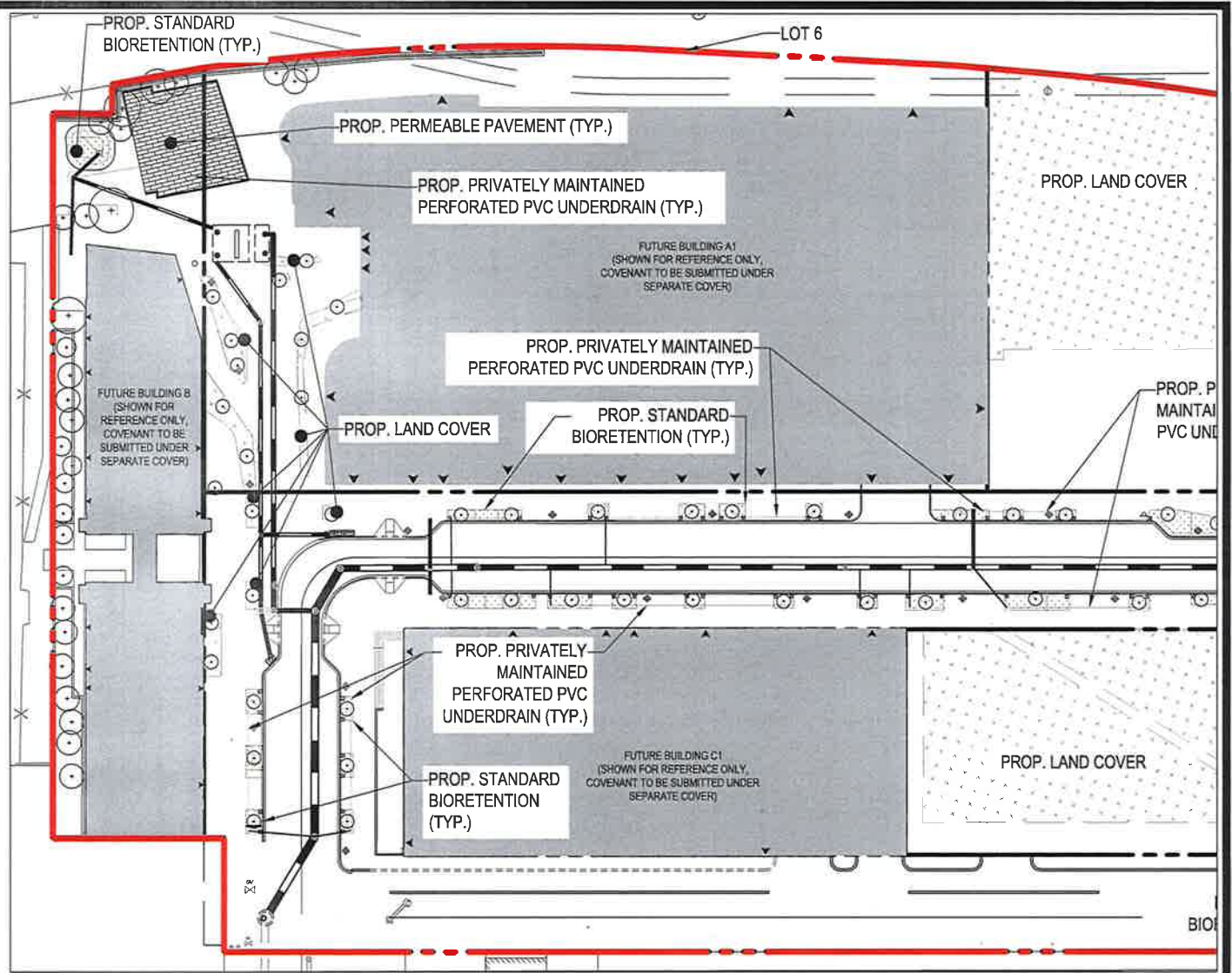
EXHIBIT E
[SITE PLAN]

LEGEND

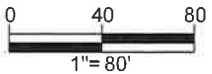

-  PROP. PERMEABLE PAVEMENT
-  PROP. STANDARD BIORETENTION
-  PROP. LAND COVER
-  PROPERTY LINE

OFF-SITE REQUIREMENT

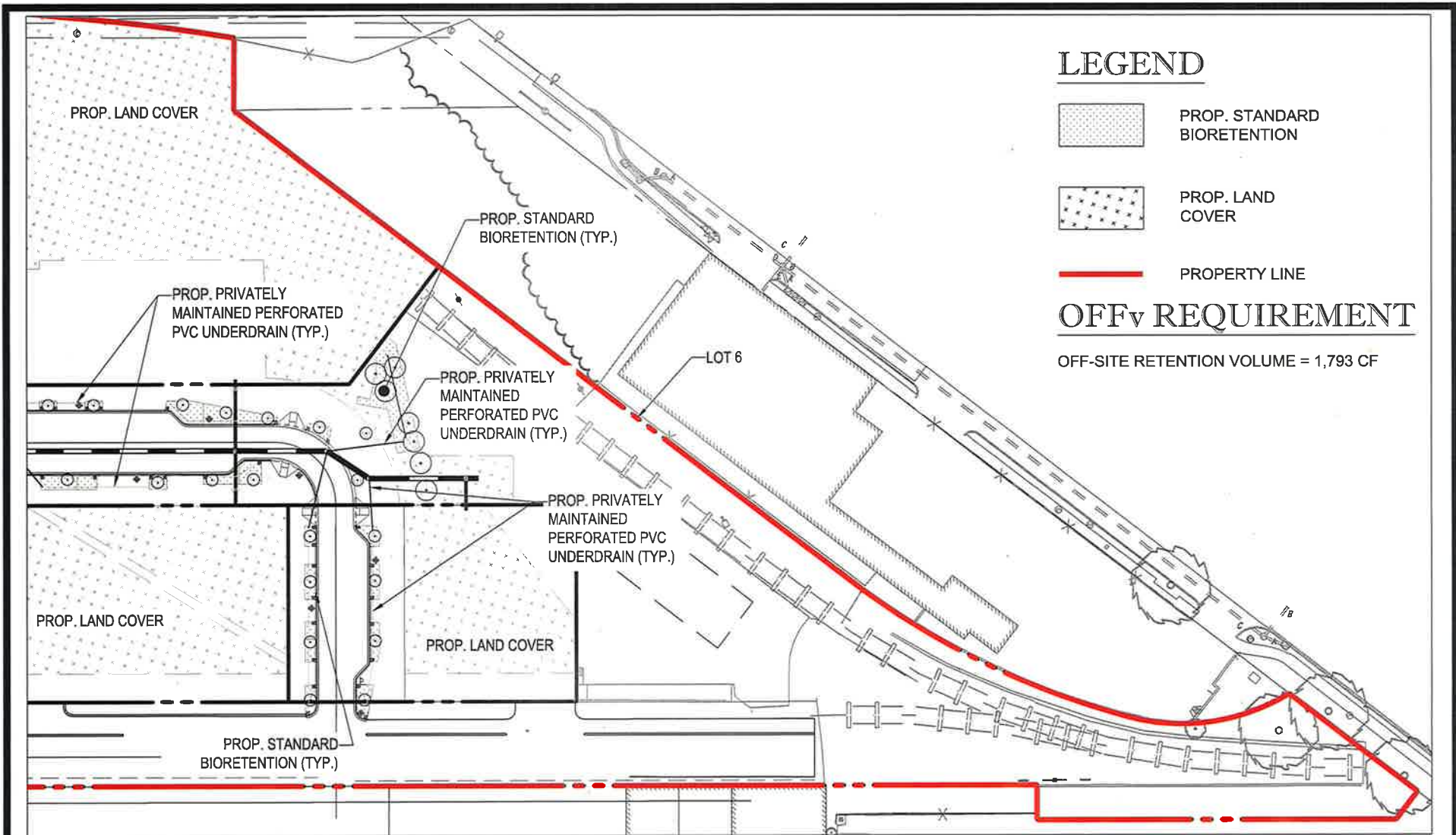
OFF-SITE RETENTION VOLUME = 1,793 CF






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PROJECT NAME:		MARKET TERMINAL INFRASTRUCTURE		
		300 MORSE STREET, NE WASHINGTON, DC		
SHEET TITLE:		SWM COVENANT - LOT 6		 BOHLER DC
		SHEET 1 OF 2		
SCALE:	DATE:	CAD ID:	PROJECT NUMBER:	1331 PENNSYLVANIA AVE., NW, STE. 1250 NORTH WASHINGTON, DC 20004 PHONE: (202) 524-5700
1" = 80'	12/07/2018	EX2	DC142264	

Note: All property owners are liable to maintain all stormwater BMPs associated with this site plan.



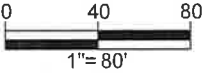
LEGEND

-  PROP. STANDARD BIORETENTION
-  PROP. LAND COVER
-  PROPERTY LINE

OFF-SITE REQUIREMENT

OFF-SITE RETENTION VOLUME = 1,793 CF

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PROJECT NAME:		MARKET TERMINAL INFRASTRUCTURE		
		300 MORSE STREET, NE		
		WASHINGTON, DC		
SHEET TITLE:		SWM COVENANT - LOT 6		
		SHEET 2 OF 2		
SCALE:	DATE:	CAD ID:	PROJECT NUMBER:	
1" = 80'	12/07/2018	EX1	DC142264	



1331 PENNSYLVANIA AVE., NW, STE. 1250 NORTH WASHINGTON, DC 20004
PHONE: (202) 524-5700

Note: All property owners are liable to maintain all stormwater BMPs associated with this site plan.

Stormwater Management Plan Compliance Data

Site Address	300 Morse Street NE	Plan number	5519
Stormwater Management Plan?	Yes	Green Area Ratio?	Yes
Soil Erosion and Sediment Control?	Yes	Floodplain Review?	No
Type of Activity	Major Land Disturbing	AWDZ?	Non-AWDZ
Is the entire site in the CSS?	Yes		

	Total Area (sf)	Site Area	PROW
Natural	0	0	
Compacted	54,755	54,755	
Impervious	115,294	115,294	
BMP	7,814	7,814	
Total	177,863	177,863	

Curve Numbers

Additional Detention Provided

Pre-development	70	2-year storm adjusted CN	82
Pre-project	97	15-year storm adjusted CN	84
		100-year storm adjusted CN	85

<u>Requirements Summary</u> (total is the sum of PROW and Parcel)	PROW (ft ³)	Parcel (ft ³)	Total (ft ³)	Total (Gallons)
SWRv		12,718	12,718	95,128
WQTV		0	0	0
On-site retention achieved		4,448	4,448	33,267
On-site treatment achieved		2,010	2,010	15,033
% of SWRv met on-site		35%	34.97%	34.97%
SRC eligibility				0
Offv				61,861

Compliance data last updated: 11-14-2018 02:27 PM
Plan 5519 Page 1 of 12

Please see overall Master Stormwater Plan #6056 for SRCs to be paid that are associated with this Market Terminal Infrastructure project SWMP #5519.

Site Drainage Area Compliance Data

Site Drainage Area ID	Public Right of Way	Total area (square feet)	Natural (square feet)	Compacted (square feet)	Impervious (square feet)	BMP (square feet)	Vehicular access area	SWRv (cubic feet)	WQTV (cubic feet)	Volume retained (cubic feet)	Volume treated (cubic feet)	2-year storm adjusted Curve Number	15-year storm adjusted Curve Number	100-year storm adjusted Curve Number	SDA Minimum Compliance
5519-2	<input type="checkbox"/>	23,281		2,076	18,345	2,860		2,066		544	496	82	85	86	N/A
5519-1	<input type="checkbox"/>	154,582		52,679	96,949	4,954		10,651		3,904	1,514	82	84	85	N/A

Site BMP Compliance Data

BMP ID number	Type	Total CDA (square feet)	Natural (square feet)	Compacted (square feet)	Impervious (square feet)	BMP (square feet)	Total Post project vehicular access area	Volume received from upstream BMPs (cubic feet)	Max volume received by BMP (cubic feet)	Storage volume (cubic feet)	Retention calculation	Volume retained (cubic feet)	Volume treated (cubic feet)	Downstream BMP ID Numbers
5519-1-1	Streetscape bioretention - Standard with underdrain	2,446			2,262	184			329	222	60% of storage volume	133	89	
5519-1-10	Streetscape bioretention - Standard with underdrain	3,649		484	3,080	85			443	103	60% of storage volume	62	41	
5519-1-11	Streetscape bioretention - Standard with underdrain	2,036			1,730	306			274	370	60% of storage volume	222	52	
5519-1-12	Streetscape bioretention - Standard with underdrain	1,116			962	154			150	186	60% of storage volume	112	39	
5519-1-13	Streetscape bioretention - Standard with underdrain	1,312			1,228	84			177	102	60% of storage volume	61	41	

BMP ID number	Type	Total CDA (square feet)	Natural (square feet)	Compacted (square feet)	Impervious (square feet)	BMP (square feet)	Total Post project vehicular access area	Volume received from upstream BMPs (cubic feet)	Max volume received by BMP (cubic feet)	Storage volume (cubic feet)	Retention calculation	Volume retained (cubic feet)	Volume treated (cubic feet)	Downstream BMP ID Numbers
5519-1-14	Streetscape bioretention - Standard with underdrain	1,154			1,084	70			155	85	60% of storage volume	51	34	
5519-1-15	Streetscape bioretention - Standard with underdrain	1,508			1,438	70			203	85	60% of storage volume	51	34	
5519-1-16	Streetscape bioretention - Standard with underdrain	887			818	69			119	83	60% of storage volume	50	33	
5519-1-17	Streetscape bioretention - Standard with underdrain	1,719			1,575	144			231	174	60% of storage volume	104	70	
5519-1-18	Streetscape bioretention - Standard with underdrain	2,278			2,013	265			307	320	60% of storage volume	192	115	

BMP ID number	Type	Total CDA (square feet)	Natural (square feet)	Compacted (square feet)	Impervious (square feet)	BMP (square feet)	Total Post project vehicular access area	Volume received from upstream BMPs (cubic feet)	Max volume received by BMP (cubic feet)	Storage volume (cubic feet)	Retention calculation	Volume retained (cubic feet)	Volume treated (cubic feet)	Downstream BMP ID Numbers
5519-1-19	Streetscape bioretention - Standard with underdrain	1,180			1,104	76			159	92	60% of storage volume	55	37	
5519-1-2	Streetscape bioretention - Standard with underdrain	1,636			1,556	80			220	97	60% of storage volume	58	39	
5519-1-20	Streetscape bioretention - Standard with underdrain	2,409			2,127	282			324	341	60% of storage volume	205	120	
5519-1-21	Streetscape bioretention - Standard with underdrain	2,144			2,048	96			289	116	60% of storage volume	70	46	
5519-1-22	Streetscape bioretention - Standard with underdrain	1,048			976	72			141	87	60% of storage volume	52	35	

BMP ID number	Type	Total CDA (square feet)	Natural (square feet)	Compacted (square feet)	Impervious (square feet)	BMP (square feet)	Total Post project vehicular access area	Volume received from upstream BMPs (cubic feet)	Max volume received by BMP (cubic feet)	Storage volume (cubic feet)	Retention calculation	Volume retained (cubic feet)	Volume treated (cubic feet)	Downstream BMP ID Numbers
5519-1-23	Engineered treepits - Standard with underdrain										60% of storage volume			
5519-1-24	Streetscape bioretention - Standard with underdrain	926			854	72			125	105	60% of storage volume	63	42	
5519-1-25	Streetscape bioretention - Standard with underdrain	1,120			1,024	96			151	188	60% of storage volume	113	38	
5519-1-26	Streetscape bioretention - Standard with underdrain	2,574			2,502	72			346	132	60% of storage volume	79	53	
5519-1-27	Streetscape bioretention - Standard with underdrain	673			601	72			91	111	60% of storage volume	67	24	

BMP ID number	Type	Total CDA (square feet)	Natural (square feet)	Compacted (square feet)	Impervious (square feet)	BMP (square feet)	Total Post project vehicular access area	Volume received from upstream BMPs (cubic feet)	Max volume received by BMP (cubic feet)	Storage volume (cubic feet)	Retention calculation	Volume retained (cubic feet)	Volume treated (cubic feet)	Downstream BMP ID Numbers
5519-1-28	Streetscape bioretention - Standard with underdrain	1,045			948	97			141	137	60% of storage volume	82	55	
5519-1-29	Streetscape bioretention - Standard with underdrain	705			585	120			95	190	60% of storage volume	95		
5519-1-3	Streetscape bioretention - Standard with underdrain	727			623	104			98	126	60% of storage volume	76	22	
5519-1-30	Streetscape bioretention - Standard with underdrain	794			694	100			107	150	60% of storage volume	90	17	
5519-1-31	Streetscape bioretention - Standard with underdrain	619			480	139			83	203	60% of storage volume	83		

BMP ID number	Type	Total CDA (square feet)	Natural (square feet)	Compacted (square feet)	Impervious (square feet)	BMP (square feet)	Total Post project vehicular access area	Volume received from upstream BMPs (cubic feet)	Max volume received by BMP (cubic feet)	Storage volume (cubic feet)	Retention calculation	Volume retained (cubic feet)	Volume treated (cubic feet)	Downstream BMP ID Numbers
5519-1-32	Streetscape bioretention - Standard with underdrain	834			726	108			112	144	60% of storage volume	86	26	
5519-1-33	Streetscape bioretention - Standard with underdrain	825			730	95			111	115	60% of storage volume	69	42	
5519-1-34	Streetscape bioretention - Standard with underdrain	1,143			1,003	140			154	169	60% of storage volume	101	52	
5519-1-35	Stormwater planters - Standard with underdrain	8,847		2,513	5,460	874			941	2,039	60% of storage volume	941		
5519-1-4	Streetscape bioretention - Standard with underdrain	1,562			1,458	104			210	126	60% of storage volume	76	50	

BMP ID number	Type	Total CDA (square feet)	Natural (square feet)	Compacted (square feet)	Impervious (square feet)	BMP (square feet)	Total Post project vehicular access area	Volume received from upstream BMPs (cubic feet)	Max volume received by BMP (cubic feet)	Storage volume (cubic feet)	Retention calculation	Volume retained (cubic feet)	Volume treated (cubic feet)	Downstream BMP ID Numbers
5519-1-5	Streetscape bioretention - Standard with underdrain	2,360			2,296	64			318	77	60% of storage volume	46	31	
5519-1-6	Streetscape bioretention - Standard with underdrain	1,381			1,251	130			186	157	60% of storage volume	94	63	
5519-1-7	Streetscape bioretention - Standard with underdrain	860			813	47			116	57	60% of storage volume	34	23	
5519-1-8	Streetscape bioretention - Standard with underdrain	4,923		728	4,148	47			590	57	60% of storage volume	34	23	
5519-1-9	Streetscape bioretention - Standard with underdrain	4,464		30	4,164	270			598	326	60% of storage volume	196	130	

BMP ID number	Type	Total CDA (square feet)	Natural (square feet)	Compacted (square feet)	Impervious (square feet)	BMP (square feet)	Total Post project vehicular access area	Volume received from upstream BMPs (cubic feet)	Max volume received by BMP (cubic feet)	Storage volume (cubic feet)	Retention calculation	Volume retained (cubic feet)	Volume treated (cubic feet)	Downstream BMP ID Numbers
5519-2-1	Traditional bioretention - Standard with underdrain	27,060		9,700	16,799	561			2,680	739	60% of storage volume	443	296	
5519-2-2	Permeable pavers - Standard with underdrain	2,233				2,233			301	1,563	4.5 cubic feet per 100 square feet	100	200	

PROW Drainage Area Compliance Data

No records were retrieved.

PROW BMP Compliance Data

No records were retrieved.

STATEMENT BY PERSON RESPONSIBLE FOR MAINTENANCE

The undersigned agrees to maintain compliance with the performance requirements and other provisions of Chapter 5 of Title 21 of the District of Columbia Municipal Regulations (DCMR). This includes maintaining and operating stormwater best management practices (BMPs), stormwater infrastructure, and land covers as specified in the Stormwater Management Plan approved by the District Department of Energy and Environment (DOEE).

Responsibility for maintenance and operation may be transferred to another entity upon written notice to the Natural Resources Administration of DOEE from the undersigned and the entity assuming responsibility. This notice must certify that the transfer of responsibility for maintenance and operation is in compliance with 21 DCMR Chapter 5.

Electronic signature of the person responsible for maintenance (it may be the applicant)

Signed using the Stormwater Database on 11-29-2018 09:42 AM

M o n i c a M a t h e w s o n

Name and Title:

Monica Mathewson, Sr. Development Associate

Address:

Monica Mathewson
8255 Greenshoro Drive
Washington, DC

Date: 11-29-2018 09:42 AM

Phone No: (703) 852-5749

Email: mmathewson@kettler.com

**STATEMENT BY PERSON RESPONSIBLE FOR ACHIEVING
OFF-SITE RETENTION**

Please see overall Master Stormwater Plan #6056 for SRCs to be paid that are associated with this Market Terminal Infrastructure project SWMP #5519.

This site has an off-site retention volume (Offv) obligation. The Offv for this site equals 61,861 (gallons).

The undersigned agrees to satisfy the obligation to achieve Offv, in such a manner as to comply with the provisions of Chapter 5 of Title 21 of the District of Columbia Municipal Regulations (DCMR).

Responsibility for achieving Offv may be transferred to another entity upon written notice to the Watershed Protection Division of the Department of Energy and Environment from the undersigned and the entity assuming responsibility. This notice must certify that the transfer of responsibility for Offv is in compliance with 21 DCMR Chapter 5.

Electronic signature of the person responsible for achieving Offv:

Signed using the Stormwater Database on 11-29-2018 09:44 AM

Monica Mathewson

Name and Title:

Monica Mathewson, Sr. Development Associate

Address:

Monica Mathewson
8255 Greenshoro Drive
Washington, DC

Date: 11-29-2018 09:44 AM

Phone No: (703) 852-5749

Email: mmathewson@kettler.com



November 14, 2018
Via Electronic Delivery

Department of Energy and Environment
Watershed Protection Division
1200 1st Street, NE, 6th Floor
Washington, DC 20002

Attn: Margaret Noonan

RE: SWM Plan #5519 – SDA Relief Request
300 Morse St NE
Square 3587
Washington, DC
BDC #DC142264

Dear Ms. Noonan:

This memo is to document relief request for the infrastructure plan site drainage area due to extraordinary site conditions. During design team meetings it was discussed that due to the special nature of this project, and the phased construction, there could be relief granted for the infrastructure plans regarding the 50% SWRv requirement per SDA.

As discussed, the master plan for the development will meet the required SWRv. The subject infrastructure plans are under extraordinary site conditions for the following reasons: the subject infrastructure plans do not include the buildings within the scope of work so green roof is not an option; the amount of impervious area required to provide a new roadway is disproportionate to the impervious areas in the remaining SDAs; potential BMPs for the infrastructure scope are already being maximized (streetscape bioretention, standard bioretention, permeable pavement, tree planting); contamination in the environmental report that precludes infiltration. Please note that the SWRv achieved for just the infrastructure area is anticipated to be between 16-23% of the total SWRv requirement for the full buildout. In addition, the construction schedules for Buildings A-1, B, and C are closely aligned with that of the infrastructure construction schedule and will therefore meet the 50% threshold soon after completion of the infrastructure installation.

For the reasons outlined above, and the fact that the SWRv achieved is substantially close to the requirement, the design team feels the infrastructure plans should be granted relief from the 50% SWRv SDA requirement.

Should you have any questions or require additional information, please do not hesitate to contact this office at (202) 524-5700. Thank you.

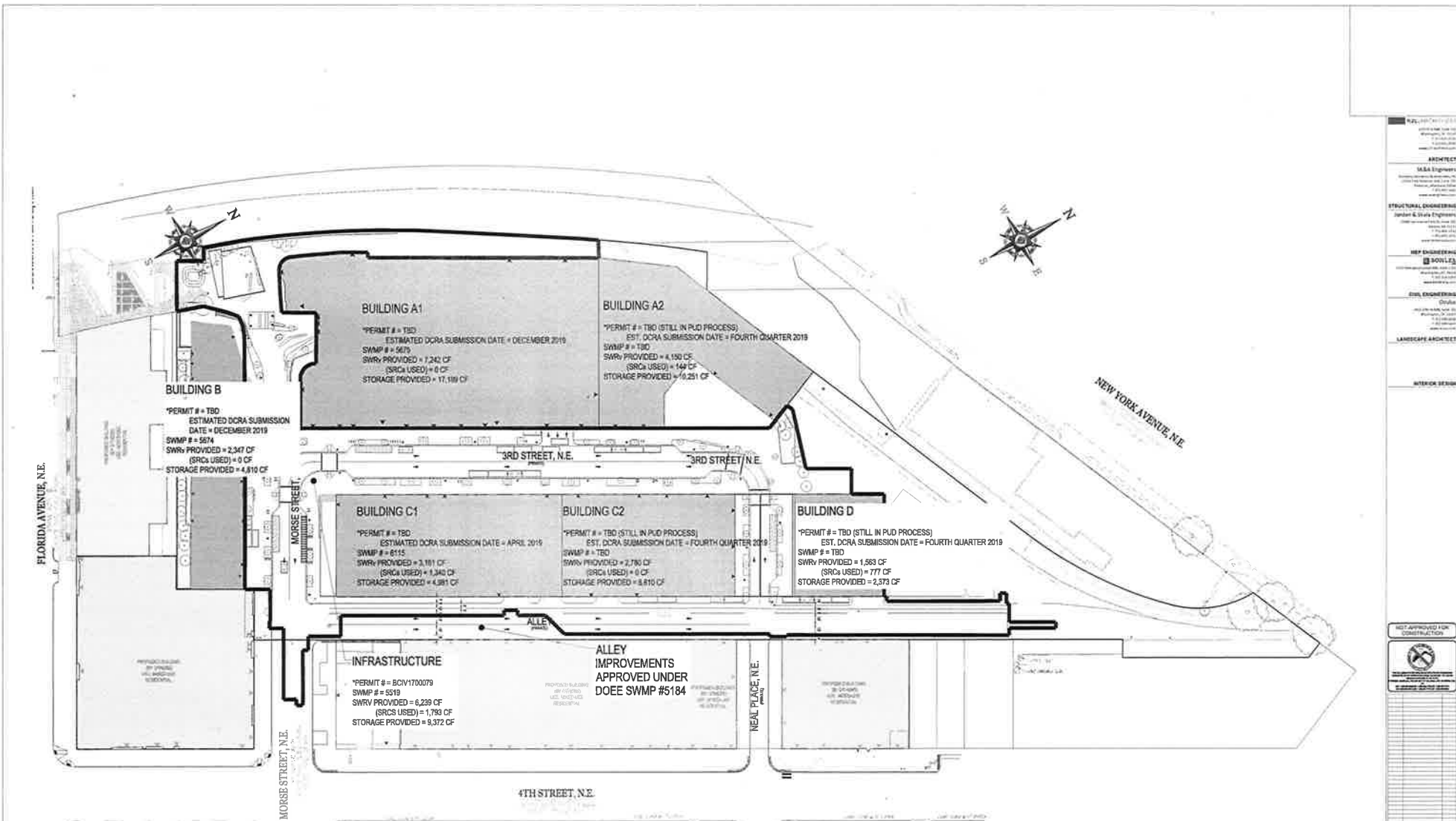
Sincerely,

Bohler DC, LLC

Lauren Schaeffer, P.E.
Senior Design Engineer

MEMO

1. STORMWATER REQUIREMENT SHALL BE FULLY ACHIEVED FOR THE ENTIRE SITE AT COMPLETION OF FINAL BUILDING OR IMMEDIATELY UPON EXPIRATION OF THE INFRASTRUCTURE PERMIT, WHICH EVER COMES FIRST.
 - a. FINAL CERTIFICATE OF OCCUPANCY (COO) FOR THE LAST BUILDING WILL BE DEPENDENT ON COMPLETION OF STORMWATER REQUIREMENT FOR THE ENTIRE SITE.
 - b. IF STORMWATER IS NOT FULLY ACHIEVED AT THE TIME OF FINAL COO FOR THE LAST BUILDING, ALL MINIMUM ON-SITE REQUIREMENTS MUST BE MET AND REMAINDER SHALL BE ACHIEVED OFF-SITE (OFFv).
 - c. UNTIL SUCH TIME THAT FINAL COO FOR THE FINAL BUILDING IS APPROVED, EARLIER BUILDINGS CAN BE APPROVED FOR A FINAL COO WHILE THE INFRASTRUCTURE PERMIT REMAINS OPEN.
2. TREE PIT BIORETENTIONS ALONG THE STREETScape WILL BE COMPLETED WITH CONSTRUCTION OF THE ADJACENT BUILDING
 - a. DESIGN OF THESE TREE PIT BIORETENTION AREAS WILL BE SHOWN ON THE INFRASTRUCTURE PLANS
 - b. COMPLIANCE WITH THE REMAINING STORMWATER RETENTION VOLUME (SWRv) FOR THE INFRASTRUCTURE PERMIT IS REQUIRED PRIOR TO ISSUANCE OF COO FOR THE FINAL BUILDING OR EXPIRATION OF THE INFRASTRUCTURE BUILDING PERMIT, WHICHEVER COMES FIRST.
3. PROPOSED BMP'S SHOWN ON THE INFRASTRUCTURE PLANS IN THE AREA BETWEEN BUILDINGS A-2 AND D SHALL BE COMPLETED ONCE BOTH BUILDINGS ARE COMPLETE.
4. PROPOSED BMP'S SHOWN ON THE INFRASTRUCTURE PLANS IN THE AREA BETWEEN BUILDINGS A-2 AND D SHALL BE COMPLETED ONCE BOTH BUILDINGS ARE COMPLETE.
5. IT IS ANTICIPATED THAT THE SEPARATE INFRASTRUCTURE PLAN WILL NOT MEET THE MINIMUM SWRv AND WILL BE APPLYING FOR RELIEF DUE TO EXTREMELY DIFFICULT SITE CONDITIONS.
 - a. THE BALANCE OF THE SWRv REQUIREMENT FOR THE INFRASTRUCTURE PLAN WILL BE DOCUMENTED AS OFFv THAT CAN BE MET WITH SRCs INCLUDING SRCs GENERATED ON-SITE.
6. AT THIS TIME, IT IS ANTICIPATED THAT THE BUILDINGS WILL PURSUE CONDITIONAL COO'S IN ORDER TO OCCUPY PORTIONS OF BUILDINGS PRIOR TO RECEIVING A FINAL COO. COMPLETION OF BMP'S PROPOSED ON EACH BUILDING IS REQUIRED BEFORE CONDITIONAL COO IS APPROVED. IT IS UNDERSTOOD THAT THE COMPLETION OF TREE PIT BIORETENTION IN FRONT OF BUILDINGS AND INSTALLATION OF ALL BMPs IS NOT REQUIRED FOR APPROVAL OF CONDITIONAL COOS.
7. A SINGLE RAZE PLAN WILL BE SUBMITTED FOR DEMOLITION OF THE EXISTING BUILDINGS
 - a. IT IS ANTICIPATED THAT DEMOLITION OF THE EXISTING BUILDINGS WILL HAPPEN AT ONE TIME AND WILL COINCIDE WITH THE INFRASTRUCTURE IMPROVEMENTS.
8. THE STREET AND ADJACENT SIDEWALK MUST BE COMPLETED PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY FOR ANY OF THE BUILDINGS. THE BUILDING-CIVIL (BCIV) PERMIT FOR THIS WORK WILL BE KEPT OPEN UNTIL COMPLETION OF THE FINAL BUILDING AND ALL STORMWATER FACILITIES. THE FACT THAT THE PERMIT IS OPEN WILL NOT PREVENT THE DEVELOPER FROM OBTAINING CERTIFICATES OF OCCUPANCY FOR ANY OF THE BUILDINGS.



OVERALL SUMMARY - MASTERPLAN SWMP #6056

MAJOR LAND DISTURBANCE AREA (FOR STORMWATER REQUIREMENT CALCULATIONS): 301,092 SF
 COMPACTED COVER = 10,500 SF
 IMPERVIOUS COVER = 282,176 SF
 UTILITY TRENCHING = 8,416 (EXCLUDED FROM REQUIREMENT)

TOTAL SWRV REQUIRED: 27,069 CF
 TOTAL SWRV PROVIDED: 27,492 CF

TOTAL STORAGE REQUIRED: 50,500 CF
 TOTAL STORAGE PROVIDED: 55,586 CF

TOTAL SRCs USED: 4,054 CF
 (NOTE: AS REQUIRED, MORE THAN 50% OF THE SWRV CREDIT IS ACHIEVE USING BMPs)

*PERMIT NUMBER NOTE:
 CURRENTLY TIED TO INFRASTRUCTURE PERMIT
 #BCIV1700079 BUT WILL BE TIED TO INDIVIDUAL BUILDING
 PERMIT NUMBERS ONCE ESTABLISHED WITH DCRA

PROJECT INFORMATION
 PROJECT NO. 17-00079
 PROJECT NAME: MASTERPLAN SWMP #6056

ARCHITECT
 USA Engineers
 10000 W. 11th Ave., Suite 100
 Denver, CO 80202
 (303) 751-1000

STRUCTURAL ENGINEERING
 Jordan & Silva Engineers
 10000 W. 11th Ave., Suite 100
 Denver, CO 80202
 (303) 751-1000

MECHANICAL ENGINEERING
 BOWLE ENGINEERING
 10000 W. 11th Ave., Suite 100
 Denver, CO 80202
 (303) 751-1000

CIVIL ENGINEERING
 BOWLE ENGINEERING
 10000 W. 11th Ave., Suite 100
 Denver, CO 80202
 (303) 751-1000

LANDSCAPE ARCHITECT
 BOWLE ENGINEERING
 10000 W. 11th Ave., Suite 100
 Denver, CO 80202
 (303) 751-1000

INTERIOR DESIGN
 BOWLE ENGINEERING
 10000 W. 11th Ave., Suite 100
 Denver, CO 80202
 (303) 751-1000

NOT APPROVED FOR CONSTRUCTION

PROJECT TERMINAL ASSOCIATION
 2214 Genesee Drive #202
 Denver, CO 80202

PROJECT TERMINAL INFRASTRUCTURE PLAN
 LOT # 1, SQUARE 201
 WASHINGTON, CO 80501

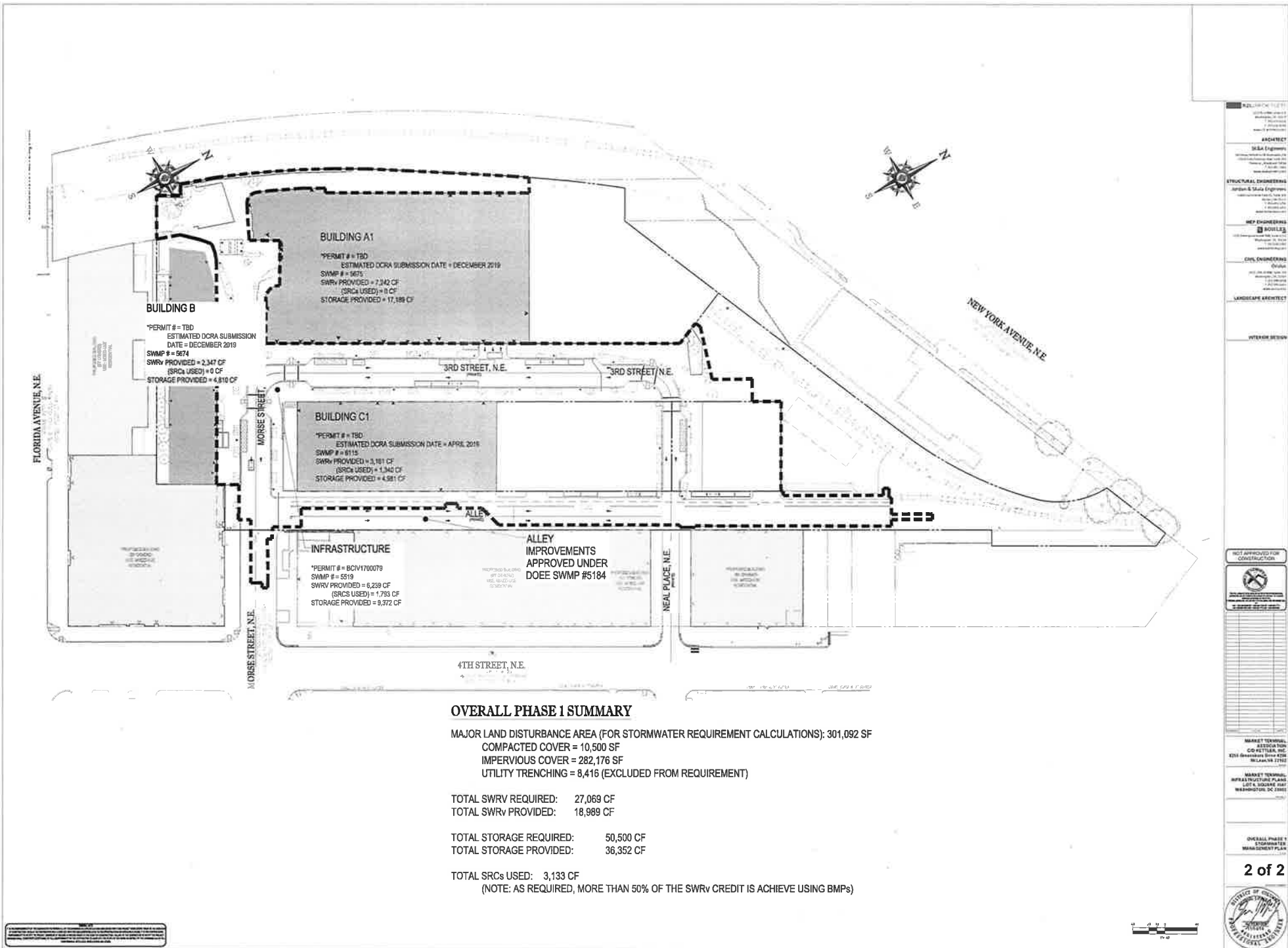
OVERALL STORMWATER MANAGEMENT PLAN
 SHEET 01

1 of 2

CITY OF DENVER
 DEPARTMENT OF UTILITIES
 STORMWATER ENGINEERING

NOT TO SCALE
 DATE: 10/10/17
 DRAWN BY: [Name]
 CHECKED BY: [Name]





BUILDING A1
 *PERMIT # = TBD
 ESTIMATED DCRA SUBMISSION DATE = DECEMBER 2019
 SWMP # = 5675
 SWRV PROVIDED = 7,242 CF
 (SRCs USED) = 0 CF
 STORAGE PROVIDED = 17,189 CF

BUILDING B
 *PERMIT # = TBD
 ESTIMATED DCRA SUBMISSION DATE = DECEMBER 2019
 SWMP # = 5674
 SWRV PROVIDED = 2,347 CF
 (SRCs USED) = 0 CF
 STORAGE PROVIDED = 4,810 CF

BUILDING C1
 *PERMIT # = TBD
 ESTIMATED DCRA SUBMISSION DATE = APRIL 2018
 SWMP # = 6115
 SWRV PROVIDED = 3,181 CF
 (SRCs USED) = 1,340 CF
 STORAGE PROVIDED = 4,581 CF

INFRASTRUCTURE
 *PERMIT # = BCN1700079
 SWMP # = 5519
 SWRV PROVIDED = 6,239 CF
 (SRCs USED) = 1,793 CF
 STORAGE PROVIDED = 8,972 CF

ALLEY IMPROVEMENTS APPROVED UNDER DOEE SWMP #5184

OVERALL PHASE 1 SUMMARY

MAJOR LAND DISTURBANCE AREA (FOR STORMWATER REQUIREMENT CALCULATIONS): 301,092 SF
 COMPACTED COVER = 10,500 SF
 IMPERVIOUS COVER = 282,176 SF
 UTILITY TRENCHING = 8,416 (EXCLUDED FROM REQUIREMENT)

TOTAL SWRV REQUIRED: 27,069 CF
 TOTAL SWRV PROVIDED: 18,989 CF

TOTAL STORAGE REQUIRED: 50,500 CF
 TOTAL STORAGE PROVIDED: 36,352 CF

TOTAL SRCs USED: 3,133 CF
 (NOTE: AS REQUIRED, MORE THAN 50% OF THE SWRV CREDIT IS ACHIEVE USING BMPs)

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
 S&B Engineers
 10000 W. 11th Avenue, Suite 100
 Fort Lauderdale, FL 33324
 Phone: (954) 571-1100
 Fax: (954) 571-1101
 www.sandb.com

STRUCTURAL ENGINEERS
 Jordan & Mota Engineers
 10000 W. 11th Avenue, Suite 100
 Fort Lauderdale, FL 33324
 Phone: (954) 571-1100
 Fax: (954) 571-1101
 www.jordanmota.com

MEP ENGINEERS
 BOULLE
 10000 W. 11th Avenue, Suite 100
 Fort Lauderdale, FL 33324
 Phone: (954) 571-1100
 Fax: (954) 571-1101
 www.boulle.com

CIVIL ENGINEERS
 S&B Engineers
 10000 W. 11th Avenue, Suite 100
 Fort Lauderdale, FL 33324
 Phone: (954) 571-1100
 Fax: (954) 571-1101
 www.sandb.com

LANDSCAPE ARCHITECT
 S&B Engineers
 10000 W. 11th Avenue, Suite 100
 Fort Lauderdale, FL 33324
 Phone: (954) 571-1100
 Fax: (954) 571-1101
 www.sandb.com

INTERIOR DESIGN
 S&B Engineers
 10000 W. 11th Avenue, Suite 100
 Fort Lauderdale, FL 33324
 Phone: (954) 571-1100
 Fax: (954) 571-1101
 www.sandb.com

NOT APPROVED FOR CONSTRUCTION

MARKET TECHNICAL SERVICES, INC.
 2000 N.W. 11th Avenue, Suite 100
 Fort Lauderdale, FL 33324
 Phone: (954) 571-1100
 Fax: (954) 571-1101
 www.markettechnical.com

MARKET TECHNICAL SERVICES, INC.
 2000 N.W. 11th Avenue, Suite 100
 Fort Lauderdale, FL 33324
 Phone: (954) 571-1100
 Fax: (954) 571-1101
 www.markettechnical.com

OVERALL PHASE 1 STORMWATER MANAGEMENT PLAN

2 of 2

DISTRICT OF HERRING
 HERRING ENGINEERING
 10000 W. 11th Avenue, Suite 100
 Fort Lauderdale, FL 33324
 Phone: (954) 571-1100
 Fax: (954) 571-1101
 www.herring.com

EXHIBIT F
[MAINTENANCE PLAN]

construction, to ensure that the contractor's interpretation of the plan is consistent with the designer's intentions.

DDOE's construction phase inspection checklist can be found in Appendix L.

3.6.7 Bioretention Maintenance Criteria

When bioretention practices are installed, it is the owner's responsibility to ensure they, or those managing the practice, (1) be educated about their routine maintenance needs, (2) understand the long-term maintenance plan, and (3) be subject to a maintenance covenant or agreement, as described below.

Maintenance of bioretention areas should be integrated into routine landscape maintenance tasks. If landscaping contractors will be expected to perform maintenance, their contracts should contain specifics on unique bioretention landscaping needs, such as maintaining elevation differences needed for ponding, proper mulching, sediment and trash removal, and limited use of fertilizers and pesticides.

Maintenance tasks and frequency will vary depending on the size and location of the bioretention, the landscaping template chosen, and the type of surface cover in the practice. A generalized summary of common maintenance tasks and their frequency is provided in Table 3.25.

Table 3.25 Typical Maintenance Tasks for Bioretention Practices

Frequency	Maintenance Tasks
Upon establishment	<ul style="list-style-type: none"> ▪ For the first 6 months following construction, the practice and CDA should be inspected at least twice after storm events that exceed 1/2 inch of rainfall. Conduct any needed repairs or stabilization. ▪ Inspectors should look for bare or eroding areas in the contributing drainage area or around the bioretention area, and make sure they are immediately stabilized with grass cover. ▪ One-time, spot fertilization may be needed for initial plantings. ▪ Watering is needed once a week during the first 2 months, and then as needed during first growing season (April-October), depending on rainfall. ▪ Remove and replace dead plants. Up to 10% of the plant stock may die off in the first year, so construction contracts should include a care and replacement warranty to ensure that vegetation is properly established and survives during the first growing season following construction.
At least 4 times per year	<ul style="list-style-type: none"> ▪ Mow grass filter strips and bioretention with turf cover ▪ Check curb cuts and inlets for accumulated grit, leaves, and debris that may block inflow
Twice during growing season	<ul style="list-style-type: none"> ▪ Spot weed, remove trash, and rake the mulch
Annually	<ul style="list-style-type: none"> ▪ Conduct a maintenance inspection ▪ Supplement mulch in devoid areas to maintain a 3 inch layer ▪ Prune trees and shrubs ▪ Remove sediment in pre-treatment cells and inflow points

Frequency	Maintenance Tasks
Once every 2–3 years	<ul style="list-style-type: none"> ▪ Remove sediment in pre-treatment cells and inflow points ▪ Remove and replace the mulch layer
As needed	<ul style="list-style-type: none"> ▪ Add reinforcement planting to maintain desired vegetation density ▪ Remove invasive plants using recommended control methods ▪ Remove any dead or diseased plants ▪ Stabilize the contributing drainage area to prevent erosion

The most common non-routine maintenance problem involves standing water. If water remains on the surface for more than 72 hours after a storm, adjustments to the grading may be needed or underdrain repairs may be needed. The surface of the filter bed should also be checked for accumulated sediment or a fine crust that builds up after the first several storm events. There are several methods that can be used to rehabilitate the filter. These are listed below, starting with the simplest approach and ranging to more involved procedures (i.e., if the simpler actions do not solve the problem):

- Open the underdrain observation well or cleanout and pour in water to verify that the underdrains are functioning and not clogged or otherwise in need of repair. The purpose of this check is to see if there is standing water all the way down through the soil. If there is standing water on top, but not in the underdrain, then there is a clogged soil layer. If the underdrain and stand pipe indicates standing water, then the underdrain must be clogged and will need to be cleaned out.
- Remove accumulated sediment and till 2 to 3 inches of sand into the upper 6 to 12 inches of soil.
- Install sand wicks from 3 inches below the surface to the underdrain layer. This reduces the average concentration of fines in the media bed and promotes quicker drawdown times. Sand wicks can be installed by excavating or auguring (i.e., using a tree auger or similar tool) down to the top of the underdrain layer to create vertical columns which are then filled with a clean open-graded coarse sand material (e.g., ASTM C-33 concrete sand or similar approved sand mix for bioretention media). A sufficient number of wick drains of sufficient dimension should be installed to meet the design dewatering time for the facility.
- Remove and replace some or all of the soil media.

Maintenance Inspections. It is recommended that a qualified professional conduct a spring maintenance inspection and cleanup at each bioretention area. Maintenance inspections should include information about the inlets, the actual bioretention facility (sediment buildup, outlet conditions, etc.), and the state of vegetation (water stressed, dead, etc.) and are intended to highlight any issues that need or may need attention to maintain stormwater management functionality.

DDOE's maintenance inspection checklists for bioretention areas can be found in Appendix M.

Declaration of Covenants. A declaration of covenants that includes all maintenance responsibilities to ensure the continued stormwater performance for the BMP is required. The

- Check the aggregate material to confirm it is clean and washed, meets specifications and is installed to the correct depth. Aggregate loads that do not meet the specifications or do not appear to be sufficiently washed may be rejected.
- Check elevations (e.g., the invert of the underdrain, inverts for the inflow, and outflow points.) and the surface slope.
- Make sure the permeable pavement surface is even, runoff spreads evenly across it, and the storage bed drains within 48 hours.
- Ensure caps are placed on the upstream (but not the downstream) ends of the underdrains.
- Inspect the pretreatment structures (if applicable) to make sure they are properly installed and working effectively.
- Once the final construction inspection has been completed, log the GPS coordinates for each facility and submit them for entry into the BMP maintenance tracking database.

Runoff diversion structures are recommended to protect larger permeable pavement applications from early runoff-producing storms away from, particularly when up-gradient conventional asphalt areas drain to the permeable pavement. This can help reduce the input of fine particles often produced shortly after conventional asphalt is laid.

3.5.7 Permeable Pavement Maintenance Criteria

Maintenance is a required and crucial element to ensure the long-term performance of permeable pavement. The most frequently cited maintenance problem is surface clogging caused by organic matter and sediment. Periodic street sweeping will remove accumulated sediment and help prevent clogging; however, it is also critical to ensure that surrounding land areas remain stabilized.

The following tasks must be avoided on ALL permeable pavements:

- Sanding
- Re-sealing
- Re-surfacing
- Power washing
- Storage of snow piles containing sand
- Storage of mulch or soil materials
- Construction staging on unprotected pavement

It is difficult to prescribe the specific types or frequency of maintenance tasks that are needed to maintain the hydrologic function of permeable pavement systems over time. The frequency of maintenance will depend largely on the pavement use, traffic loads, and the surrounding land use.

One preventative maintenance task for large-scale applications (e.g., parking lots) involves vacuum sweeping on a frequency consistent with the use and loadings encountered in the site.

Many experts consider an annual, dry-weather sweeping in the spring months to be important. The contract for sweeping should specify that a vacuum sweeper be used that does not use water spray, since spraying may lead to subsurface clogging. Typical maintenance tasks are outlined in Table 3.15.

Table 3.15 Typical Maintenance Tasks for Permeable Pavement Practices

Frequency	Maintenance Tasks
After installation	<ul style="list-style-type: none"> ▪ For the first 6 months following construction, the practice and CDA should be inspected at least twice after storm events that exceed 1/2 inch of rainfall. Conduct any needed repairs or stabilization.
Once every 1–2 months during the growing season	<ul style="list-style-type: none"> ▪ Mow grass in grid paver applications
As needed	<ul style="list-style-type: none"> ▪ Stabilize the CDA to prevent erosion ▪ Remove any soil or sediment deposited on pavement. ▪ Replace or repair any pavement surfaces that are degenerating or spalling
2–4 times per year (depending on use)	<ul style="list-style-type: none"> ▪ Mechanically sweep pavement with a standard street sweeper to prevent clogging
Annually	<ul style="list-style-type: none"> ▪ Conduct a maintenance inspection ▪ Spot weed for grass applications
Once every 2–3 years	<ul style="list-style-type: none"> ▪ Remove any accumulated sediment in pretreatment cells and inflow points
If clogged	<ul style="list-style-type: none"> ▪ Conduct maintenance using a regenerative street sweeper or a vacuum sweeper ▪ Replace any necessary joint material

Seasonal Maintenance Considerations: Winter maintenance for permeable pavements is similar to standard pavements, with a few additional considerations:

- Large snow storage piles should be located in adjacent grassy areas so that sediment and pollutants in snowmelt are partially treated before they reach the permeable pavement.
- Sand or cinders should never be applied for winter traction over permeable pavement or areas of standard (impervious) pavement that drain toward permeable pavement, since it will quickly clog the system.
- When plowing plastic reinforced grid pavements, snow plow blades should be lifted 1/2 inch to 1 inch above the pavement surface to prevent damage to the paving blocks or turf. Porous asphalt (PA), pervious concrete (PC), and some permeable pavers (PP) can be plowed similar to traditional pavements, using similar equipment and settings.
- Chloride products should be used judiciously to deice above permeable pavement designed for infiltration, since the salt will be transmitted through the pavement. Salt can be applied but environmentally sensitive deicers are recommended. Permeable pavement applications will generally require less salt application than traditional pavements.

When permeable pavements are installed on private residential lots, homeowners will need to (1) be educated about their routine maintenance needs and (2) understand the long-term maintenance plan.

It is recommended that a qualified professional conduct a spring maintenance inspection and cleanup at each permeable pavement site, particularly at large-scale applications. DDOE’s maintenance inspection checklists for permeable pavements and the Maintenance Service Completion Inspection form can be found in Appendix L.

Declaration of Covenants. A declaration of covenants that includes all maintenance responsibilities to ensure the continued stormwater performance for the BMP is required. The declaration of covenants specifies the property owner’s primary maintenance responsibilities, and authorizes DDOE staff to access the property for inspection or corrective action in the event the proper maintenance is not performed. The declaration of covenants is attached to the deed of the property. A template form is provided at the end of Chapter 5 (see Figure 5.4), although variations will exist for scenarios where stormwater crosses property lines. The covenant is between the property and the Government of the District of Columbia. It is submitted through the Office of the Attorney General. All SWMPs have a maintenance agreement stamp that must be signed for a building permit to proceed. A maintenance schedule must appear on the SWMP. Additionally, a maintenance schedule is required in Exhibit C of the declaration of covenants.

Covenants are not required on government properties, but maintenance responsibilities must be defined through a partnership agreement or a memorandum of understanding.

Waste Material. Waste material from the repair, maintenance, or removal of a BMP or land cover shall be removed and disposed of in compliance with applicable federal and District law.

3.5.8 Permeable Pavement Stormwater Compliance Calculations

Permeable pavement retention value varies depending on the design configuration of the system.

Enhanced Designs. These permeable pavement applications have an infiltration sump and water-quality filter, but no underdrain. Enhanced designs receive 100 percent retention value for the amount of storage volume (Sv) provided by the practice (Table 3.16). Since the practice gets 100 percent retention value, it is not considered an accepted total suspended solids (TSS) treatment practice.

Table 3.16 Enhanced Permeable Pavement Retention Value and Pollutant Removal

Retention Value	= Sv
Accepted TSS Treatment Practice	N/A

Note: If using an infiltration sump design, only the volume stored in the sump can be counted as the Enhanced Design Storage Volume (Sv). Any volume stored in the practice above the sump is counted as a standard design. When using the Site Design Spreadsheet, the Sv of the infiltration sump should be entered into the cell “Storage Volume Provided by the Practice” in the Permeable Pavement – Enhanced row. Permeable Pavement – Standard should then be selected as the downstream practice. Next, in the Permeable Pavement - Standard row, the Sv provided above the infiltration sump should be entered into the cell “Storage Volume Provided by the Practice,” and the surface area of the pavement should be entered in the “Area of Practice” cell.

Standard Designs. These permeable pavement applications have an underdrain, but no infiltration sump or water quality filter. Standard designs receive a retention value of 4.5 cubic