

Historic Covenant

THIS HISTORIC COVENANT ("Historic Covenant") is made and executed as of 23 of July, 2007 (the "Effective Date"), by THE UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives (hereinafter referred to as "Grantor") and is consented to by the District of Columbia State Historic Preservation Office/Officer.

A. Pursuant to the terms and authority of Southeast Federal Center Public-Private Development Act of 2000 (Public Law 106-407; 114 Stat. 1758) (the "SEFC Act"), the National Historic Preservation Act, as amended ("NHPA"), and the rules, orders and regulations issued under the SEFC Act and NHPA, Grantor desires to establish and create certain covenants, conditions, restrictions and limitations with respect to portions of the Property that are Transferred (each as hereinafter defined) by Grantor. The Property is located in the District of Columbia and is part of a larger site commonly known as the "Southeast Federal Center."

B. Grantor intends that the covenants, conditions, restrictions, and limitations established by this Historic Covenant shall run with the Property, and by each Grantee (as defined below) accepting a Transfer (or re-transfer, conveyance or assignment following a prior transfer) of a portion of the Property, shall extend to and be binding upon each such Grantee (as defined below) and such Grantee's successors and assigns and every successor and assign thereof (other than Grantor).

NOW, THEREFORE, Grantor hereby declares that the Property shall be Transferred and re-transferred, conveyed or assigned, and shall be occupied and used by the Grantee, subject to the covenants, conditions, restrictions and limitations hereinafter set forth, for and during the period of time hereinafter specified.

1. Definitions

"ACHP" means the Advisory Council on Historic Preservation.

"ASZ" means an archeologically sensitive zone. The ASZs are shown on Exhibit B hereto.

"Commercially Reasonable Efforts" means that, as and when required hereunder, the party charged with making such efforts is diligently taking, or causing to be taken, in good faith in a commercially reasonable manner the steps that would usually, reasonably, and customarily be taken by an experienced real estate developer, lessee, or owner, as applicable, under similar circumstances, seeking with reasonable diligence to lawfully achieve the objective to which the particular effort pertains.

“Completion” means such time as initial development of the affected building or portion of the Property, as contemplated by the Revised Master Plan, has been substantially completed in compliance with this Historic Covenant, except for punch-list items.

“Consultation” means the process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising under the process implemented pursuant to Section 106 of NHPA, as amended. Grantor, SHPO, and ACHP, with the concurrence of the Grantee, if applicable, may adjust the timing and extent of Consultation, depending upon the urgency of the required action and other factors. The Secretary of the Interior’s “Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act” provide further guidance on consultation.

“Consulting Parties” means, collectively, the National Capital Planning Commission, the United States Department of the Navy, the District of Columbia Water and Sewer Authority, JBG/Federal Center, LLC, the District of Columbia Office of Planning, the District of Columbia Preservation League, the Committee of 100 on the Federal City, the Capitol Hill Restoration Society, the National Trust for Historic Preservation, Anacostia Waterfront Corporation, and Forest City SEFC, as defined below.

“Contributing Structure” means Buildings 74, 160, 167, 173, 202, and the Sentry Tower and Wall, all as shown on Exhibit C hereto.

“DC Historic Protection Law” has the meaning set forth in Paragraph 18 of this Historic Covenant.

“Declaration of Covenants” means that certain Declaration of Covenants executed (or to be executed) by Grantor which has been or may be joined in by Forest City SEFC pursuant to the Development Agreement.

“Design Submission” means a 15% Design Submission or a 35% Design Submission, as the case may be.

“Development Agreement” means that certain Development Agreement effective June 16, 2005, as amended from time to time, setting forth the rights and obligations of Grantor and Forest City SEFC with respect to the development of the Property.

“Effective Date” has the meaning set forth in the first paragraph of this Historic Covenant.

“15% Design Submission” means the plans and specifications for each building or portion of the Property at 15% completion.

“Forest City SEFC” means Forest City SEFC LLC, a District of Columbia limited liability company.

“Grantee” means the entity taking fee simple title to and/or possession of or leasehold title to a portion of the Property from the Grantor through a Transfer, such entity’s successors and assigns, and every successor-in-interest thereof, other

than Grantor. The extent of the application of this Historic Covenant to each Grantee is described in Paragraph 15 hereof.

“Grantor” has the meaning set forth in the first paragraph of this Historic Covenant.

“Ground Lease” means the leasing of any portion of the Property by Grantor as lessor; such term specifically does not include a Master Lease or a Short-Term Lease.

“Historic Covenant” has the meaning set forth in the first paragraph of this Historic Covenant.

“Historic Preservation Design Guidelines” has the meaning set forth in Paragraph 2.a. of this Historic Covenant.

“Historic Zone” means the portion of the Property shown as such in Exhibit D hereto.

“Master Developer” means Forest City SEFC, or in the event of the termination of the Development Agreement, such other entity as may be designated by Grantor.

“Master Lease” means a lease, under which the Master Developer is expected to undertake maintenance obligations for the Contributing Structures, between Grantor and the Master Developer of all or a portion of the Property as the same is or becomes vacant.

“NHPA” has the meaning set forth in the Recitals to this Historic Covenant.

“Parcel” means any of the parcels of the Property as designated on the Revised Master Plan.

“Plan Sunset Date” has the meaning set forth in Paragraph 19 of this Historic Covenant.

“Programmatic Agreement” means the Programmatic Agreement among the United States General Services Administration, the Advisory Council on Historic Preservation, and the District of Columbia State Historic Preservation Office Regarding the Transfer by Sale and/or Ground Lease to Forest City SEFC for Mixed-Use Development of 42 Acres of the Southeast Federal Center, Washington, D.C. dated _____, 2007, to which this Historic Covenant is an exhibit.

“Property” means approximately 42 acres of the Southeast Federal Center, as graphically shown on Exhibit A-1 attached hereto, and as described by metes and bounds on Exhibit A-2 attached hereto, together with (a) all improvements now or hereafter located on such property, if any; (b) any air space, subterrain, roads, streets, alleys and ways, public and private, appurtenant to such property or improvements located thereon; and (c) all other appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, including all

development rights and entitlements relating to any portion of the Property. As to any portion of the Property, this Historic Covenant is binding with respect to such portion of the Property only upon and following Transfer (as defined below) thereof.

“Revised Master Plan” has the meaning set forth in Paragraph 2.a. of this Historic Covenant.

“Secretary’s Standards” has the meaning set forth in Paragraph 2.d. of this Historic Covenant.

“SEFC Act” has the meaning set forth in the Recitals to this Historic Covenant.

“Short-Term Lease” means a lease between Grantor, as lessor, and a lessee of any portion of the Property that may be used to facilitate the lessee’s development, construction, remediation, and financing of such portion.

“SHPO” means the District of Columbia State Historic Preservation Office/Officer.

“Southeast Federal Center” has the meaning set forth in the Recitals to this Historic Covenant.

“35% Design Submission” means the plans and specifications for each building or portion of the Property at 35% completion.

“Transfer” means (a) conveyance by Grantor of fee simple title to any portion of the Property by deed or dedication to public use, or (b) conveyance by Grantor of possession of all or a portion of the Property as the same is or becomes vacant, or of any portion thereof, by Ground Lease, if such deed, dedication to public use, or Ground Lease specifically provides that this Historic Covenant shall be binding upon the Grantee thereunder.

2. Revised Master Plan, Historic Preservation Design Guidelines, and Historic Covenant

a. Compliance with Revised Master Plan and Historic Preservation Design Guidelines. In its development, construction, and design of any portion of the Property, Grantee shall comply with the Revised Master Plan set forth in Exhibit E hereto (as it may hereafter be amended, the “Revised Master Plan”), the Historic Preservation Design Guidelines set forth in Exhibit F hereto (as they may hereafter be amended, the “Historic Preservation Design Guidelines”), and its obligations under this Historic Covenant.

b. Compliance with the Secretary’s Standards. The Historic Preservation Design Guidelines are based on and are intended to be in full compliance with the Secretary’s Standards, which shall prevail and apply in case of conflict with the Historic Preservation Design Guidelines.

c. Anticipation of Amendments. It is anticipated that circumstances may arise that prevent full compliance with the prevailing Revised Master Plan and/or Historic Preservation Design Guidelines (taking into account commercial and physical feasibility, legal mandates, and other circumstances) in carrying out the pre-development and development of the Property, thereby requiring the Master Developer or Grantee, as the case may be, to propose an amendment to the Revised Master Plan and/or the Historic Preservation Design Guidelines.

d. Consultation on a Proposed Amendment.

i. The Master Developer or Grantee, as the case may be, through Grantor, shall engage in Consultations with SHPO, ACHP, and the Consulting Parties to devise an amendment that is in full compliance with the Secretary's Standards.

ii. Proposed Amendments to the Revised Master Plan or the Historic Preservation Design Guidelines must be approved in writing by the Grantor. Requests for such approval shall be submitted to the Grantor by the Master Developer, except that requests for approval of amendments which affect only a portion of the Property may, at the Master Developer's option, be submitted to the Grantor by the Grantee of such portion of the Property.

iii. Requests for approval of material amendments to the Revised Master Plan or the Historic Preservation Design Guidelines shall be subject to review by SHPO, ACHP, and each Consulting Party, in addition to being subject to Grantor's written approval under Paragraph 2.d.ii of this Historic Covenant.

iv. The Master Developer or Grantee, as the case may be, shall provide the following documentation in support of any request for approval or review of an amendment to the Revised Master Plan or the Historic Preservation Design Guidelines: (A) detailed description of the proposed change; (B) explanation of the justification for the change; (C) analysis of potential effects on Contributing Structures; (D) description of consultation with other governmental authorities and interested parties, and copy of formal responses, if any; and (E) analysis of alternatives.

v. The ACHP and SHPO must review all proposed amendments for full compliance with the Secretary of Interior's Standards for the Treatment of Historic Properties, 36 CFR Part 68 (as may be amended, the "Secretary's Standards") and only approve such amendments that are found to be consistent with the Secretary's Standards.

vi. Upon Grantor's approval of an amendment to the Revised Master Plan or Historic Preservation Design Guidelines, such amendment shall be deemed to amend the Revised Master Plan or Historic Preservation Design

Guidelines, as appropriate. The Master Developer or Grantee, as the case may be, and the Grantor shall record any such approved amendment to the Revised Master Plan or Historic Preservation Design Guidelines as an amendment to this Historic Covenant.

e. Compliance with Secretary's Standards.

If circumstances arise that prevent full compliance with the Secretary's Standards (taking into account commercial and physical feasibility, legal mandates, and other circumstances), in implementing such amendment, Grantee, through Grantor, shall engage in Consultations with SHPO, ACHP, and the Consulting Parties to devise a plan (taking into account commercial and physical feasibility, legal mandates, and other circumstances) for implementing the amendment that is consistent with the Secretary's Standards and is consented to by SHPO and ACHP; provided that such consent is not unreasonably withheld or conditioned.

3. Caretaker Maintenance

a. Maintenance by Grantee. Prior to Completion of a Contributing Structure, Grantee shall maintain (absent destruction of or material damage to such Contributing Structure due to causes beyond the Grantee's reasonable control) such Contributing Structure in the same condition it is in when transferred to such Grantee, and such Grantee shall comply with the Maintenance Program in Exhibit G hereto, as appropriate for such Contributing Structure in light of its condition and use, and subject to amendments as set forth in the Revised Master Plan and Historic Preservation Design Guidelines. If there is destruction of or material damage to such Contributing Structure due to causes beyond Grantee's reasonable control (for example, due to a casualty loss thereof), Grantee shall so notify Grantor, SHPO, and ACHP in writing and obtain SHPO's and ACHP's permission, provided that such permission is not unreasonably withheld, conditioned or delayed, regarding any changes to the Maintenance Program proposed in light of such destruction or material damage that would materially affect the exterior of such Contributing Structure.

b. Seismic Consideration. Grantee shall conduct seismic analyses of the Contributing Structures as necessary prior to any ground-disturbing activity on the portion of the Property conveyed or leased to it and as warranted thereafter and shall take into consideration the results of such seismic analyses in its development of the Property so that the structural integrity of the Contributing Structures is not adversely affected by such development.

c. Post-Completion Maintenance. Following Completion of a Contributing Structure, Grantee shall maintain (absent destruction of or material damage to such Contributing Structure due to causes beyond the Grantee's reasonable control) such Contributing Structure in good repair and condition,

generally consistent with then-prevailing standards for the maintenance of similar buildings in the area under similar circumstances and conditions.

4. Design Submissions

a. Purpose. The purpose of the Design Submission is to enable SHPO (and in the case of the 35% Design Submission, ACHP and the Consulting Parties) to determine whether such Design Submission is materially consistent with the Revised Master Plan and the Historic Preservation Design Guidelines.

b. Early Coordination. Grantee shall coordinate with Grantor so that Grantor can coordinate with SHPO, ACHP, and, as appropriate, the Consulting Parties at the earliest possible stage of conceptual design for each portion of the Property regarding Design Submissions and the plans for the archeology work on such portion of the Property; and shall continue such coordination on a regular basis throughout the development of the Design Submissions and such plans.

c. Submissions.

i. 15% Design Submissions. The Grantee shall provide to Grantor, for review by Grantor and SHPO, a 15% Design Submission for the development or subsequent redevelopment of each building or other portion of its portion of the Property. Notwithstanding the previous sentence, Grantee is not required to provide any 15% Design Submissions to SHPO with respect to streets, parks, or the existing or proposed improvements thereon. The 15% Design Submission shall be in sufficient detail to show the massing and general exterior appearance of buildings in their physical context and conformity of such massing and appearance with the Historic Preservation Design Guidelines for each such portion of the Property.

ii. 35% Design Submissions. The Grantee shall provide to Grantor, for review by Grantor, SHPO, ACHP and each Consulting Party, the Design Submission for the development or subsequent redevelopment of each building or other portion of its portion of the Property at 35% design completion. The 35% Design Submission shall be in sufficient detail to show the exterior design intent and the conformity of such exterior design intent with the Historic Preservation Design Guidelines. The 35% Design Submissions that include one or more Contributing Structures shall also include the design intent of each such Contributing Structure's Significant Interior Features as defined in Exhibit I.

iii. Grantor's Submissions to SHPO, ACHP, and Consulting Parties. Each 35% Design Submission provided by Grantee to Grantor shall be accompanied by a notice to Grantor (A) requesting that Grantor concurrently provide a copy to Grantee of the 35% Design Submission package that Grantor sends to SHPO, ACHP, and/or each Consulting Party, as the case may be, and (B) clearly stating that if, within ten (10) calendar days of providing a 35% Design Submission to Grantor, Grantee has not received such copy of such Design

Submission package as sent by Grantor, Grantee may provide copies of its Design Submission directly to SHPO, ACHP, and each Consulting Party for their review thereof.

d. Failure to Provide Written Comments for 35% Design Submission. If either SHPO or ACHP does not provide written comments to Grantor within forty-five (45) calendar days of receipt of the 35% Design Submission from Grantor or Grantee, Grantee may assume, for purposes of this Historic Covenant, that SHPO or ACHP, as the case may be, have no comments regarding such 35% Design Submission.

e. Modifications. After Grantor's approval of the 35% Design Submission for each building or portion of the Property and prior to Completion thereof, any material modification to such 35% Design Submission proposed to Grantor by the Grantee shall be subject to review and comment as set forth in this Paragraph 4 (Design Submissions) for review of the 35% Design Submission.

f. Exemptions from 15% Design Submission. No 15% Design Submission shall be required under this Historic Covenant with respect to Buildings 160, 167, and 202 unless material changes are made in the designs for such buildings (reflected in the drawings dated June 2, 2006, February 5, 2007, and June 20, 2006, respectively), which have been reviewed and commented upon by the SHPO.

g. Compliance with the Secretary's Standards. Each Design Submission with respect to a Contributing Structure shall comply with the Secretary's Standards, provided, however, that if circumstances arise that prevent full compliance by the Grantee with the Secretary's Standards (taking into account commercial and physical feasibility, legal mandates, and other circumstances), the Grantee, through Grantor, shall engage in Consultations with SHPO, ACHP, and Consulting Parties so that the Design Submission is consistent to the extent possible with the Secretary's Standards (taking into account commercial and physical feasibility, legal mandates, and other circumstances).

5. Semi-Annual Progress Reports

a. General. Grantee shall, beginning with respect to the six (6) month period following a Transfer to it (or its predecessor Grantee) of any portion of the Property by Grantor, and with respect to each six (6) month period thereafter, through Completion of such portion, provide a semi-annual progress report to Grantor, ACHP, and SHPO within ninety (90) calendar days following the expiration of each such six (6) month period.

b. Report Contents.

The reports will address the following topics:

i. general summary of how this Historic Covenant has been implemented during such six (6) month period with respect to such portion of the Property;

ii. general summary of the current status of implementation of the archeology-related requirements set forth herein with respect to such portion of the Property; and

iii. general summary of the status of development at such portion of the Property as it relates to historic preservation, including notice of any conveyance or assignment of an interest therein or of a portion thereof, and discussion of any material problems or issues relating to compliance with this Historic Covenant, implementation of the archeology-related requirements, and/or historic preservation requirements set forth herein that have arisen in the course of the six (6) months regarding such portion of the Property.

c. Public Availability. Grantee shall make each such semi-annual progress report available to the general public at the same time that such report is issued to Grantor, ACHP, and SHPO through such means, for example, as providing a copy of the report to the Martin Luther King Jr. Memorial Library in the District of Columbia or another publicly-accessible venue.

d. Conversion to Annual Reporting. Notwithstanding the foregoing, with the consent of Grantor, SHPO, and ACHP, the progress reports required under this Paragraph 5 (Semi-Annual Progress Reports) may be submitted on an annual basis instead of on a semi-annual basis.

6. Archeology

During such period of time, if any, that Grantee owns fee simple title to any portion of the Property, Grantee shall comply with the obligations for archeology as set forth in Exhibit H-1 hereto with respect to such portion of the Property. During such period of time, if any, that Grantee possesses or holds leasehold title by Ground Lease of any portion of the Property, Grantee shall comply with the obligations for archeology as set forth in Exhibit H-2 hereto with respect to such portion of the Property. Grantee shall ensure that all of its contracts for development of any portion of the Property shall comply with the requirements of Paragraphs 9.a and 9.b.(1) and (2) of Exhibit H-1 or Exhibit H-2, as applicable.

7. Actions after Completion

With respect to any portion of the Property, after Completion of such portion following a Transfer thereof, the Grantee shall comply with the following:

a. Alterations of Contributing Structure. Following the termination of Paragraph 4 (Design Submissions) of this Historic Covenant (in accordance with Paragraph 19 (Duration) of this Historic Covenant) with respect to such portion of the Property, Grantee shall not perform any alteration, rehabilitation, renovation, remodeling, or other action or inaction (not to include, without limitation, in-kind replacement, repairs, and maintenance) that would materially affect the exteriors of the Contributing Structures or their Significant Interior Features as defined in Exhibit I. (e.g., a demolition of a façade, removal of significant historic materials) located on such portion of the Property, if such action would be materially inconsistent the Revised Master Plan and/or with the Historic Preservation Design Guidelines, (a) without the prior written permission of SHPO and ACHP, each of which shall provide such permission within thirty (30) calendar days of SHPO's and ACHP's receipt of Grantee's reasonable description of the specific action or (b) if SHPO or ACHP has denied or otherwise failed to provide such permission, the Grantee has resolved the matter in accordance with Section 10 (Unanticipated Adverse Effects) of this Historic Covenant.

b. Demolition of Contributing Structure. With respect to any portion of the Property, at any time after Completion of such portion of the Property, Grantee shall not, without prior written permission of SHPO, ACHP, and Grantor, perform any material demolition of any Contributing Structure located on such portion of the Property.

c. Ground-Disturbing Activity. With respect to any portion of the Property, at any time after Completion of such portion of the Property, Grantee shall not, without prior written permission of SHPO, ACHP, and Grantor, conduct any material disturbance of ground surface located within an ASZ on such portion of the Property, if such location has not previously been the subject of an archeological treatment plan carried out by or on behalf of the Grantor or the Grantee, except if such activity is for the repair of the streets, sidewalks, curbs and gutters and/or the emergency or routine repair of infrastructure underlying the streets.

8. Repair and Restoration After Casualty

a. Casualty Loss to a Contributing Structure After Transfer and Prior to Plan Sunset Date. Subject to Paragraph 8.d below, if there is damage to a Contributing Structure resulting from casualty loss after Transfer of a Parcel on which such Contributing Structure is located and prior to the Plan Sunset Date applicable to such Contributing Structure, Grantee shall repair or restore, as appropriate, such Contributing Structure in compliance with Paragraphs 2 (Revised Master Plan, Historic Preservation Design Guidelines, and Historic Covenant) and 4 (Design Submissions) of this Historic Covenant, unless it is not feasible to do so because of commercial or physical infeasibility, legal mandates or other circumstances. If it is not feasible to repair or restore under the

circumstances in the immediately preceding sentence, the Revised Master Plan and/or Historic Preservation Design Guidelines may be amended in accordance with Paragraph 2 above.

b. Casualty Loss to a Contributing Structure After Transfer and After Plan Sunset Date. Subject to Paragraph 8.d below, if there is damage to a Contributing Structure resulting from casualty loss after Transfer of the Parcel on which such Contributing Structure is located and after the Plan Sunset Date applicable to such Contributing Structure, Grantee shall repair or restore, as appropriate, such Contributing Structure in compliance with the Secretary's Standards unless it is not feasible to do so because of commercial or physical infeasibility, legal mandates, or other circumstances. If it is not feasible because of commercial or physical infeasibility, legal mandates, or other circumstances to repair or restore such Contributing Structure in compliance with the Secretary's Standards, then:

i. Grantee shall engage in Consultation with SHPO and ACHP on redevelopment alternatives that are consistent with the Secretary's Standards;

ii. the cost and expense of the construction of any such redevelopment alternative shall be borne by Grantee; and

iii. no such redevelopment alternative, including without limitation the design and plans for construction, shall occur without the prior written consent of SHPO, ACHP, and (with respect to any Parcel held under Ground Lease) Grantor. Grantee shall provide a reasonable description of such proposed redevelopment alternative, including without limitation the design and plans for construction (which may be in the form of the Design Submission), to SHPO, ACHP, and (if Transfer has been by Ground Lease) Grantor at the end of the Consultation for their consent (taking into account commercial and physical feasibility, legal mandates, and other circumstances); provided such consent is not withheld or conditioned, if, in their reasonable determination, the proposed redevelopment alternative is consistent with the Secretary's Standards. If SHPO or ACHP fails to respond within thirty (30) calendar days of receipt of the proposed redevelopment alternative, Grantee may assume that SHPO or ACHP, respectively, consents to the proposed redevelopment alternative.

c. Rendering Remains of Contributing Structures Safe. Notwithstanding the timing of any redevelopment alternatives for the Parcel on which a Contributing Structure is located or any restoration or repair of any Contributing Structure, in the event of damage to a Contributing Structure, whether covered by this Paragraph 8 or by any other provision of this Historic Covenant, Grantee shall, without limiting any other obligations of this Historic Covenant, promptly take all steps necessary to render any remains of the Contributing Structure in a reasonably safe condition and promptly take all Commercially Reasonable Efforts to render any remains of the Contributing

Structure in secure and weather-tight condition and to minimize additional damage to such structure.

9. Emergency Situations

Notwithstanding the approval requirements and Consultation requirements set forth elsewhere in this Historic Covenant, Grantee may take the following actions in response to emergency situations:

a. Immediate Action. Grantee shall use Commercially Reasonable Efforts to ensure that any immediate rescue and salvage operations on the portion of the Property conveyed or leased to it that are (i) required because of an emergency (i.e., a disaster or emergency declaration by the President or the Mayor of Washington, D.C., or another threat to life or property) that adversely affects a National Register-eligible resource at the portion and (ii) necessary to preserve life or property shall be carried out in accordance with any emergency orders or citations issued by the appropriate official of the District of Columbia or the United States, as applicable. Grantee shall use its best efforts to notify SHPO and ACHP and Grantor of such operations within two (2) business days (not including a federal holiday) after the commencement of such operations. Nothing in this Historic Covenant shall be deemed to prevent Grantee from taking immediate rescue and salvage operations on the portion of the Property conveyed or leased to it as necessary in an emergency to prevent the loss of life or property.

b. Emergency Undertakings.

i. If, prior to Completion of a portion of the Property, Grantee proposes such an emergency undertaking, which may have an adverse effect on National Register-eligible resources at the Property, as an essential and immediate response to a disaster or emergency declaration by the President or the Mayor of Washington, D.C., or another threat to life or property, Grantee shall notify Grantor, SHPO, and ACHP and afford SHPO and ACHP an opportunity to comment within seven (7) business days (not including a federal holiday) of such notification. If Grantee determines that circumstances do not permit seven (7) business days for comment, then Grantee shall notify Grantor, SHPO, and ACHP and invite comments within the time available. Grantee shall consider, as applicable in light of the urgency of the circumstances, any comments received in reaching a decision on how to proceed with the emergency undertaking.

ii. These emergency procedures apply only to undertakings that may have an adverse effect on National Register-eligible resources at the Property and that will be implemented within thirty (30) calendar days after the disaster or emergency occurs. Grantee may request an extension of the period of applicability from Grantor (if Transfer is by Ground Lease), SHPO, and ACHP prior to the expiration of the thirty (30) calendar days.

10. Unanticipated Adverse Effects

If unanticipated adverse effects occur to any Contributing Structure, Grantee shall notify Grantor, SHPO, ACHP, and the Consulting Parties of such unanticipated adverse effects within two (2) business days (not including a federal holiday) of Grantee learning of such unanticipated adverse effects. In carrying out any efforts in response to such unanticipated adverse effects, Grantee shall comply with this Historic Covenant. The effect and the resulting restoration, repair, replacement, rehabilitation, and/ or mitigation shall be documented by Grantee within the corresponding semi-annual progress report.

11. Inspection

After Transfer of any portion of the Property and through Completion of such portion of the Property, SHPO and/or ACHP may, subject to reasonable prior notice in writing to Grantor and Grantee, periodically perform reasonable visits to such portion of the Property to ascertain whether Grantee is complying with the conditions of this Historic Covenant. SHPO, ACHP, Grantor, and Grantee shall cooperate in scheduling such visits. After Completion with respect to any portion of the Property, the Grantee shall allow SHPO and ACHP, at all reasonable times and upon reasonable advance written notice to Grantee, to inspect such portion of the Property in order to ascertain whether Grantee is complying with the conditions of this Historic Covenant.

12. Waiver

Failure of any party to exercise any right or remedy granted under this Historic Covenant shall not have the effect of waiving or limiting the exercise by such party of any such right or remedy, or the invocation of such right or remedy, at any other time.

13. Remedies

a. In the event of an alleged violation of this Historic Covenant, and in addition to any remedy now or hereafter provided by law, SHPO may, following reasonable written notice to Grantee, institute suit to enjoin said alleged violation or to require that the violation be remedied. Instead of the institution of suit as described above, SHPO and Grantee may by mutual agreement in writing, choose to use the dispute resolution procedures described below or other procedures mutually acceptable to them.

b. If SHPO objects to Grantee's performance of its obligations under this Historic Covenant, Grantee shall consult with SHPO in response to the objections. If, after initiating such consultation, Grantee determines that the objection cannot be resolved, Grantee shall forward all documentation relevant to the objection, including Grantee's issued or proposed response to the objections, to ACHP, with a request that, within thirty (30) calendar days after receipt of all such documentation, ACHP exercise one of the following options:

i. Advise Grantee that ACHP concurs in Grantee's issued or proposed response, in which case the matter shall be deemed resolved and the Grantee may proceed notwithstanding the objections of SHPO;

ii. Provide Grantee with recommendations that Grantee shall consider in deciding whether to proceed notwithstanding the objections of SHPO; or

iii. Notify Grantee that the objection will be referred to the ACHP membership for formal comments, and deliver such comments to Grantee within thirty (30) calendar days following such notification, in which case Grantee shall consider the resulting comments in deciding whether to proceed notwithstanding the objections of SHPO.

c. If ACHP does not exercise one of the options in Paragraph 13.b above within thirty (30) calendar days after receipt of all pertinent documentation, or if, after having received the notification in Paragraph 13.b.iii, Grantee has not received the comments, if any, from the ACHP membership from ACHP within the stated time period, Grantee may assume the ACHP's concurrence in its proposed response to the objections, in which event Paragraph 13.b.i shall apply.

d. Any disputes under this Historic Covenant between Grantor and SHPO that were governed by Stipulation III of the Programmatic Agreement prior to Completion shall for purposes of this Historic Covenant continue to be governed by Stipulation III for as long as the Historic Covenant remains in effect.

14. Approval Rights of Grantor

Grantor has certain approval and other rights, as set forth in the Declaration of Covenants, a Ground Lease, or otherwise, in addition to any such rights set forth in this Historic Covenant.

15. Obligations Binding Upon Grantee Only as to Portions of the Property Transferred to It

Notwithstanding anything to the contrary herein, the obligations set forth in this Historic Covenant shall be binding upon a Grantee only with respect to that portion of the Property that has been Transferred to such Grantee or its predecessor(s) and only from the date such Grantee acquires fee or leasehold title (as described in Paragraph 16 below) until the date, if any, that such portion of the Property or such leasehold estate therein is transferred by it to another party, whereupon such other party shall become bound hereby. By becoming a Grantee, whether by acceptance of the delivery of a deed or other instrument transferring fee simple title of any portion of the Property, the Grantee's execution of a Ground Lease for the transfer of possession of any portion of the Property, or otherwise, Grantee shall be bound to comply with the conditions, restrictions and

limitations, and otherwise to perform the obligations, set forth herein, as to such portion of the Property.

16. Successors and Assigns

This Historic Covenant shall be binding on Grantee as to the portion of the Property Transferred to Grantee or any part thereof or its predecessors. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantee with respect to such portion of the Property or part thereof conveyed or assigned, verbatim or by express reference, in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in such portion of the Property, or any part thereof. Grantee shall be obligated under the terms of this Historic Covenant only for the obligations of this Historic Covenant that arise or are incurred during the period of time when it holds legal title to any portion of the Property or possesses leasehold title to any portion of the Property under a Ground Lease. If at any time, however, Grantor succeeds to fee simple title to a portion of the Property Transferred by fee simple title, and at the termination or earlier expiration of any Ground Lease with respect to any portion of the Property, then, at Grantor's election, this Historic Covenant shall no longer be in force and effect with respect to such portion of the Property. The expiration or earlier termination of this Historic Covenant does not excuse or relieve Grantee from its obligations that by their terms are to be performed after the termination or earlier expiration of this Historic Covenant.

17. Termination of Programmatic Agreement

If, at any time, the Programmatic Agreement is terminated, Grantee shall be bound by this Historic Covenant with respect to any portion of the Property which has been transferred to the Grantee, whether prior to or subsequent to termination of the Programmatic Agreement, provided such transfer has not been revoked or terminated.

18. Coordination of Reviews under Federal and District of Columbia Law

Stipulation II of the Programmatic Agreement states as follows:

“In carrying out its functions under [the] Programmatic Agreement pursuant to the NHPA, SHPO has sought and may continue to seek the advice of the HPRB [District of Columbia Historic Preservation Review Board] on the Revised Master Plan and the Historic Preservation Design Guidelines, as they may be amended, in their entirety, and on the implementation of and any revisions to the Revised Master Plan and the Historic Preservation Design Guidelines, as they may be amended, in their entirety. The goal is that the recommendations, if any, made by the HPRB in response to such consultation shall constitute the recommendations of the HPRB under the District of Columbia Historic Landmark and Historic District Protection Act of 1978, D.C. Official Code Sec. 6-1101 et seq., (as it may be amended, the ‘DC Historic Protection Law’) with respect to proposed actions

on any portion of the Property, if the DC Historic Protection Law applies after the Transfer of such portion of the Property. Further, the SHPO will request that HPRB delegate authority to the SHPO to review for each portion of the Property any Design Submissions for purposes of both [the] Programmatic Agreement and the DC Historic Protection Law. However, SHPO may submit to HPRB for its review any Design Submission that SHPO determines not to be consistent with the Revised Master Plan and/or the Historic Preservation Design Guidelines.”

19. Duration

This Historic Covenant shall continue in effect in perpetuity as to the entire Property, except that Paragraphs 2 and 4 of this Historic Covenant shall terminate, as to any portion of the Property, upon the date (the “Plan Sunset Date”) which is the later of (a) June 1, 2032 or (b) twenty (20) years after Completion of such portion of the Property.

20. SHPO/ACHP Reviews Conducted Pursuant to Programmatic Agreement


With respect to any Design Submission, amendment to the Revised Master Plan or amendment to the Historic Preservation Design Guidelines or other matter for which Consultation with, and/or approval by, SHPO or ACHP is otherwise contemplated by this Historic Covenant:

a. if such Consultation has been completed, or such approval has been granted, by SHPO or ACHP, as the case may be, under the Programmatic Agreement prior to the Transfer of the affected portion of the Property to the Grantee, the Grantee shall not be required under this Historic Covenant to submit such matter for Consultation and/or approval by SHPO or ACHP unless material changes are made to such Design Submission, amendment or other matter; and

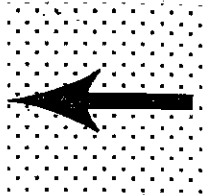
b. if Grantor has submitted such matter to SHPO and/or ACHP, as appropriate, prior to the Transfer of the affected portion of the Property to the Grantee, but Consultation under the Programmatic Agreement has not been completed or approval has not been granted by SHPO or ACHP, as the case may be, prior to such Transfer, the date of such submission to SHPO and/or ACHP, as the case may be, shall be deemed the date of submission to SHPO and ACHP, as the case may be, for purposes of this Historic Covenant.

IN WITNESS WHEREOF, the Grantor has executed this Historic Covenant as of the day and year first above written.

GENERAL SERVICES ADMINISTRATION

By: 

Date: 7/5/07



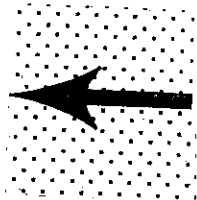
Assistant Regional Administrator
National Capital Region

CONSENTED TO BY:

DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER

By: _____

Date: _____



David Maloney
Acting State Historic Preservation Officer

IN WITNESS WHEREOF, the Grantor has executed this Historic Covenant as of the day and year first above written.

GENERAL SERVICES ADMINISTRATION

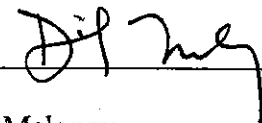
By: 

Date: 7/5/07

Assistant Regional Administrator
National Capital Region

CONSENTED TO BY:

DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER

By: 

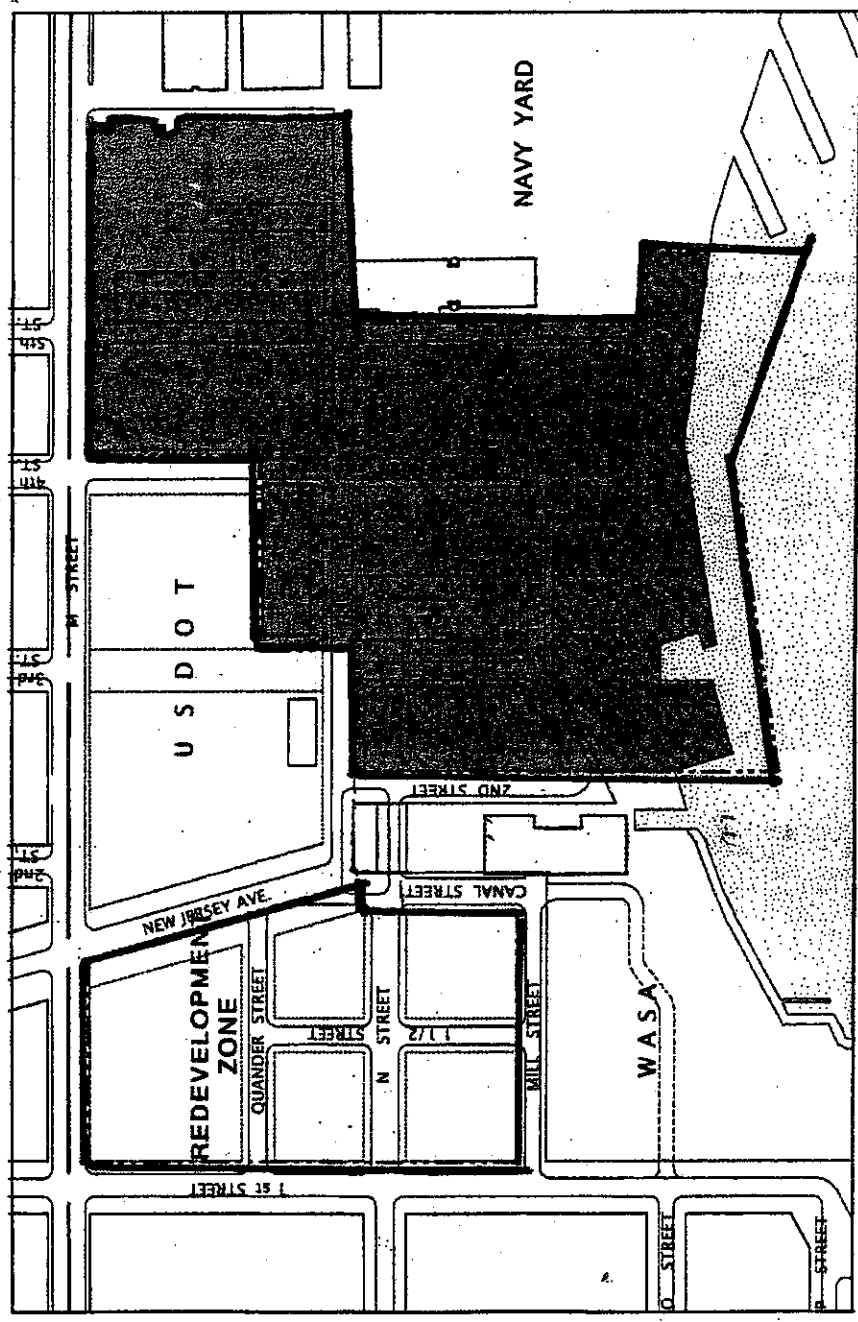
Date: 7/17/07

David Maloney
Acting State Historic Preservation Officer

Exhibits to Historic Covenant

| | |
|--------------------|---|
| Exhibit A-1 | Map of Property |
| Exhibit A-2 | Metes and Bounds of Property |
| Exhibit B | Archeologically Sensitive Zones |
| Exhibit C | Contributing Structures |
| Exhibit D | Historic Zone |
| Exhibit E | Revised Master Plan |
| Exhibit F | Historic Preservation Design Guidelines |
| Exhibit G | Maintenance Program |
| Exhibit H-1 | Archeology Requirements - after Transfer of Fee Simple or Dedication to Public Use |
| Exhibit H-2 | Archeological Requirements – for Ground Lease Transfer |
| Exhibit I | List of Significant Interior Features |

EXHIBIT A-1
MAP OF PROPERTY



- LEGEND:**
- HISTORIC ZONE
 - WATERFRONT AREA
 - REDEVELOPMENT ZONE
 - Property**
 - CHARACTER ZONES

SOUTHEAST FEDERAL CENTER
 WASHINGTON, D. C.

FOREST CITY WASHINGTON
 SHALOM BARANES ASSOCIATES © 2005
 12-05-05

**HISTORIC COVENANT
EXHIBIT A-2**

METES AND BOUNDS OF PROPERTY

Description of:

**REMAINING PARTS OF
SOUTHEAST FEDERAL CENTER**

42.09178 acres, more or less,

**Being portions of the former WASHINGTON NAVY YARD ANNEX
U.S. RESERVATION 14,**

Bounded by:

**1st Street, S.E., M Street, S.E., Isaac Hull Avenue, S.E. and Anacostia River,
Ward.6 — ANC 6D
District of Columbia.**

The remaining 42.09178 acres of Southeast Federal Center, formerly part of Washington Navy Yard Annex, U.S. Reservation 14, as purchased and authorized by Acts of Congress in 1917 and thereafter (34 Stat 1187; 39 Stat 566), being bounded in part, except as otherwise set forth herein, on the west by 1st Street, S.E., on the north by M Street, S.E., on the east by Isaac Hull Avenue, S.E. and on the south by the Anacostia River and other described features; said land being all of the property transferred from the U.S. Department of the Navy to the U.S. General Services Administration by unrecorded agreement effective October 1, 1963; SAVING and EXCEPTING therefrom, however, the approximately 6 acres of land for Building 197 returned to the Navy pursuant to Public Law 100-456, effective September 29, 1988; and also SAVING and EXCEPTING therefrom the 11.0498 acres designated as the future headquarters of the U.S. Department of Transportation, said 11.0498 acres being known for purposes of assessment and taxation, at the date hereof, as Lots 802, 803, 804, 805 and 806 in Square 770, District of Columbia; and SAVING and EXCEPTING also therefrom the 1.7164 acres set aside for boiler, power plant and cooling towers presently serving the Washington Navy Yard, said 1.7164 acres being designated as Navy Yard Buildings 116 and 118, to be transferred in Fee to the U.S. Department of the Navy; and SAVING and EXCEPTING also therefrom the 0.37728 of an acre to be transferred in Fee to the U.S. Department of the Navy for Isaac Hull Avenue, S.E. and appurtenances; said remaining 42.09178 acres being more particularly described, in two non-contiguous parcels, in accordance with a survey prepared for GSA by A. Morton Thomas & Associates, Inc., dated August, 2005, and following the bearing meridian of the Washington Metropolitan Area Transit Authority (WMATA), as follows:

PARCEL "A"

BEGINNING for Parcel "A," the westerly remaining portion of Southeast Federal Center, at the intersection of the east line of 1st Street, S.E. (110 feet wide) and the south line of M Street, S.E. (90 feet wide), being the northwest corner of Square 743 as shown among the Records of the Office of the Surveyor, D.C.; thence departing 1st Street, S.E. and running with said south line of M Street, S.E. and the north line of Square 743

1. South 89° 57' 31" East, 426.90 feet to the new westerly line of New Jersey Avenue, S.E., as proposed to be reopened and dedicated to public use (known for purposes of assessment and taxation at the date hereof as Lot 805 in Square 770); thence departing M Street, S.E. and running with said line of proposed New Jersey Avenue, S.E. (Lot 805 in Square 770)
2. South 15° 40' 15" East, 607.63 feet to the north line of Canal Street, S.E. (80 ft. wide per Records); thence departing said proposed New Jersey Avenue, S.E. and running with the north line of Canal Street, S.E.
3. North 89° 57' 31" West, 62.75 feet to the southeast corner of Square 743 aforesaid; being also the northwest corner of Canal Street, S.E.; thence departing Square 743 and running with the west line of Canal Street, S.E.
4. Due SOUTH, 329.73 feet to the north line of N Place, S.E. (60 ft. wide); thence departing Canal Street, S.E. and running with said line of N Place, S.E.
5. Due WEST, 528.67 feet to the east line of 1st Street, S.E. as previously mentioned; thence departing N Place, S.E. and running with said line of 1st Street, S.E.
6. North 00° 01' 29" East, 915.04 feet to the place of beginning, containing a computed area of 472,175 square feet or 10.83964 acres of land, more or less.

NOTE: At the date hereof, the above-described Parcel "A" is known for purposes of assessment and taxation as Lot 854 in Square 743, Lot 806 in Square 744 and a portion of New Jersey Avenue (Closed), S.E.

PARCEL "B"

BEGINNING for Parcel "B," the easterly remaining portion of Southeast Federal Center, at a point on the south line of M Street, S.E. (90 ft. wide), at the east line of 4th Street, S.E. (60 ft. wide) as the same is proposed to be dedicated and reopened to public use, said portion of 4th Street, S.E. being known for purposes of assessment and taxation, at the date hereof, as Lot 806 in Square 770; the aforesaid Point of Beginning for Parcel "B" being also the northwest corner of Original Square 826 as shown upon the 1805 King Plats of Washington and other records on file in the Office of the Surveyor of the District of Columbia; and lying also DISTANT South 89° 57' 31" East, 1,499.45 feet from the east line of 1st Street, S.E. (110 ft. wide) as previously mentioned; thence departing said proposed 4th Street, S.E. (Lot 806 in Square 770) and running with the south line of M Street, S.E.

1. South 89° 57' 31" East, 694.27 feet; thence departing M Street, S.E. and running
2. South 00° 36' 06" East, 51.72 feet; thence
3. North 89° 21' 18" East, 20.21 feet; thence

4. South 01° 30' 23" East, 104.74 feet; thence
5. North 89° 04' 53" East, 2.93 feet; thence
6. South 00° 31' 00" East, 390.92 feet; thence
7. South 89° 06' 50" West, 437.49 feet to the northwest corner of the land presently occupied by the boilers, power plant and cooling towers serving Washington Navy Yard, being designated as Navy Yard Buildings 116 and 118; thence running with the westerly line of said land, binding upon the west face of Building 118 and a chain-link security fence for part of the distance
8. South 00° 53' 10" East, 549.39 feet; thence
9. North 89° 11' 03" East, 17.60 feet to the westerly face of Navy Yard brick security wall; thence departing said chain link fence and running with said face of brick wall
10. South 00° 53' 10" East, 72.94 feet to an angle point in said Navy Yard brick security wall; thence following the south face of said wall
11. North 89° 11' 03" East, 128.88 feet to a Navy Yard security fence; thence
12. South 02° 27' 20" West, 142.82 feet to the southerly face of the Anacostia River Seawall, as now constructed; thence passing beyond said seawall and extending out into the Anacostia River to the established Pierhead Line
13. South 00° 54' 04" East, 201.18 feet; thence running with said Pierhead Line
14. North 72° 06' 56" West, 473.11 feet; thence still with said Pierhead Line
15. South 81° 32' 37" West, 672.20 feet; thence departing said established Pierhead Line and running
16. North 00° 02' 29" East, 887.45 feet, departing the Anacostia River and crossing over its existing seawall after 221.85 feet of length, and thereafter running with the easterly line of that certain area of Public Space unofficially used as 2nd Street, S.E., and also with the west line of original Square 771 for a portion of the distance, to a point on the south line of future Tingey Street, S.E. (width varies), intended to be dedicated to public use and known at the date hereof for purposes of assessment and taxation as Lot 805 in Square 770; thence running with the outline of said future Tingey Street, S.E. (Lot 805)
17. North 45° 02' 28" East, 33.40 feet; thence still with said Lot 805
18. South 89° 57' 31" East, 235.80 feet; thence

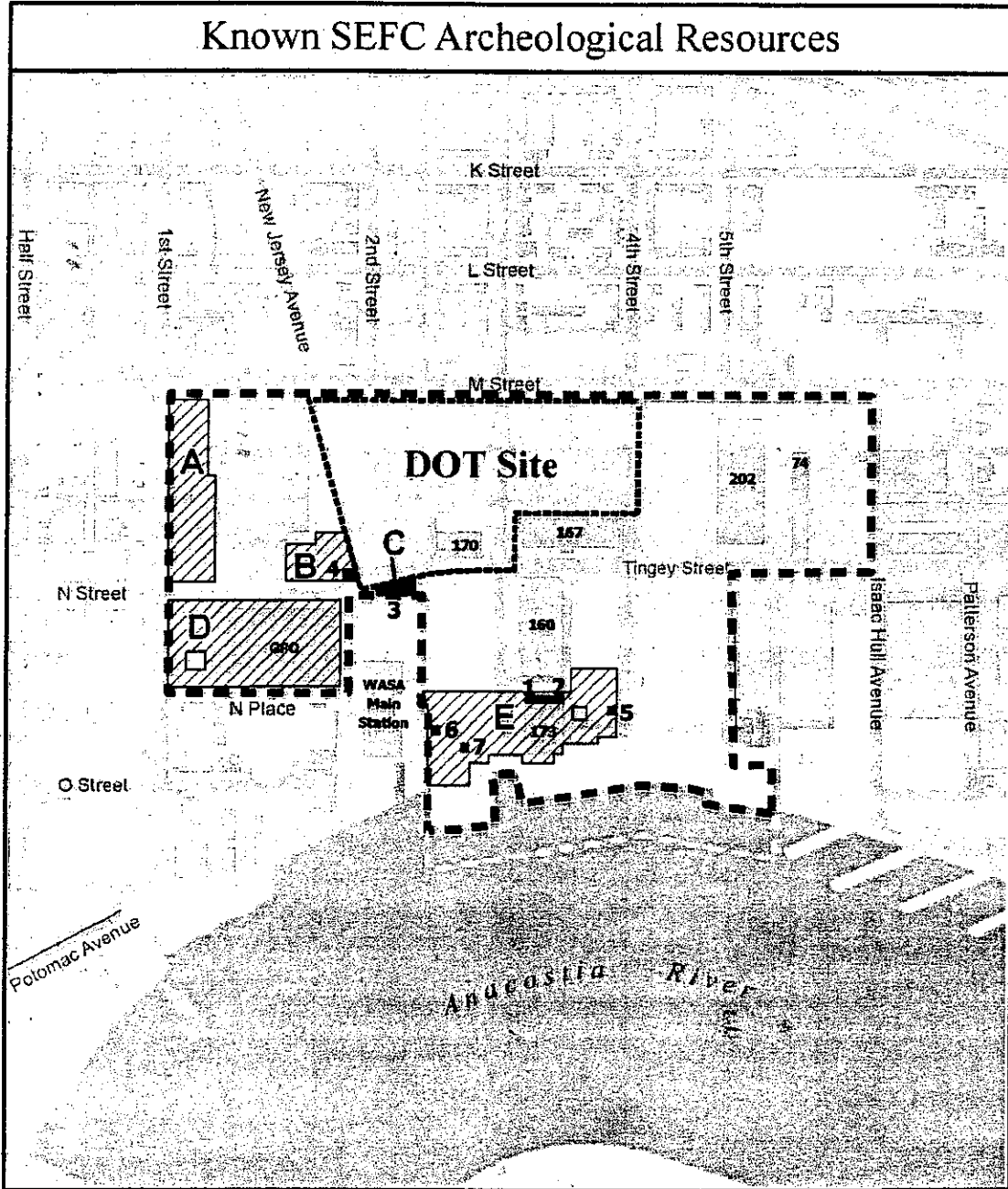
19. North $00^{\circ} 02' 29''$ East, 198.35 feet, departing said future Tingey Street (Lot 805) after the first 66.38 feet of distance and running thereafter with the outline of the future United States Department of Transportation Headquarters site, being known for purposes of assessment and taxation, at the date hereof, as Lot 802 in Square 770; thence continuing still with said Lot 802 for a portion of the following course and distance
20. South $89^{\circ} 57' 31''$ East, 414.74 feet to the southeast corner of future 4th Street, S.E., intended to be dedicated as previously mentioned, and presently known for purposes of assessment and taxation as Lot 806 in Square 770; and thence running with the east line of said proposed 4th Street, S.E. (Lot 806), being the west line of Original Square 826
21. North $00^{\circ} 02' 29''$ East, 362.96 feet to the place of beginning, containing a total area of 1,361,343 square feet or 31.25214 acres, of which 148,498 square feet or 3.40906 acres are water of the Anacostia River, extending out to the established Pierhead Line, and 1,212,845 square feet or 27.84309 acres are fast land.















The combined total area of Parcels "A" and "B," being the two non-contiguous western and eastern remaining portions of Southeast Federal Center, is 1,833,518 square feet or 42.09178 acres, more or less.

EXHIBIT B
ARCHEOLOGICALLY SENSITIVE ZONES

Archeologically Sensitive Zones

Known SEFC Archeological Resources



- | | | | |
|---|---|---|--------------------------------|
|  | In-Water SEFC Property Boundary (Exempt from SEFC EIS) |  | Known Resource |
|  | Upland SEFC Property Boundary |  | 4. Occupation-related Features |
|  | Area with Archeological Potential |  | 5. Wharf Remains |
|  | National Register-Eligible Resource |  | 6. Historic Soils |
|  | 1. Thomas Blagden's Wharf |  | 7. Wharf Remains |
|  | 2. Columbia Pottery Deposits |  | Existing Building |
|  | 3. Washington City Canal |  | Exempt from SEFC EIS |

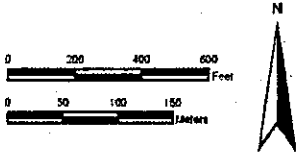
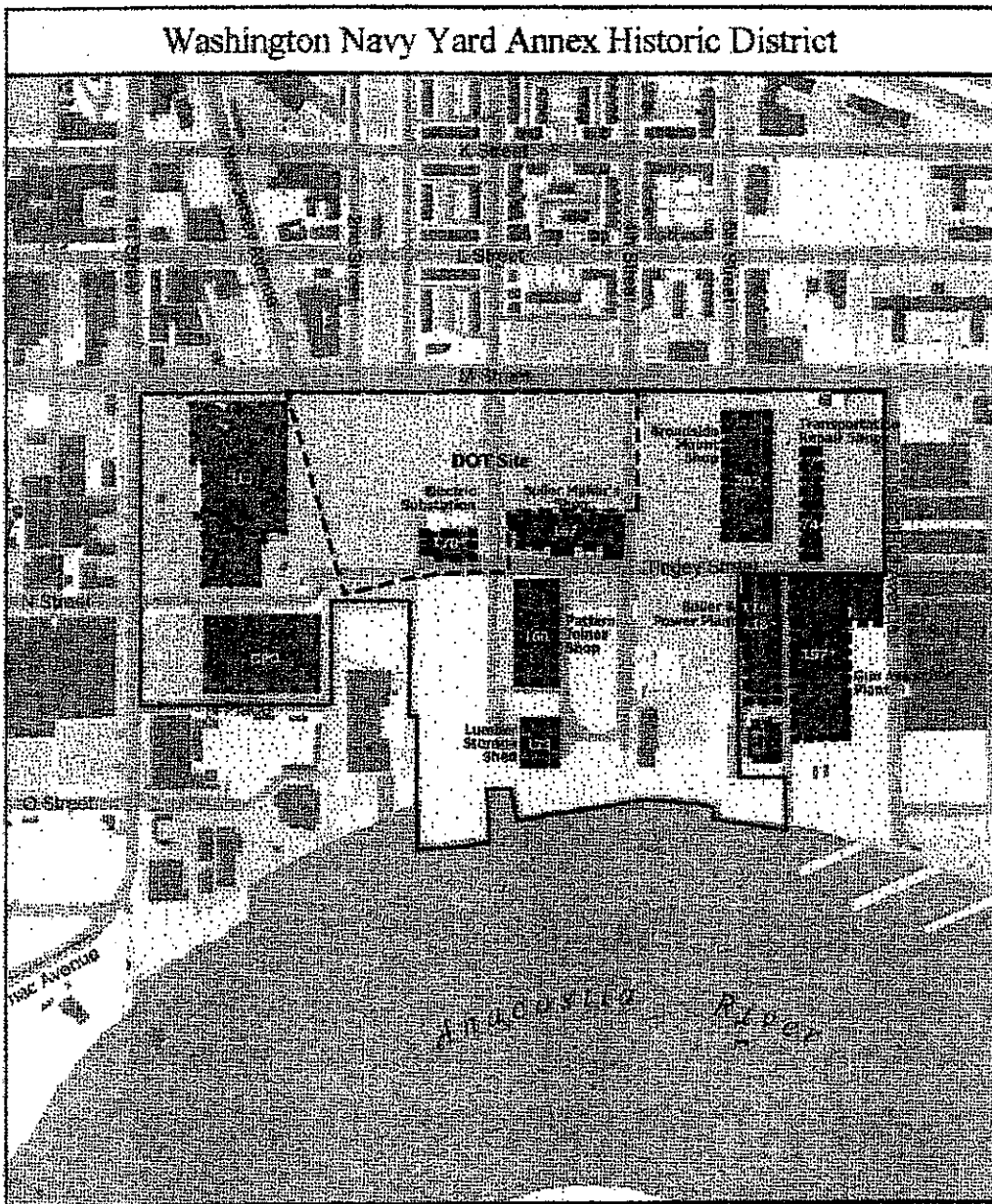







EXHIBIT C
CONTRIBUTING STRUCTURES

Contributing Structures

Washington Navy Yard Annex Historic District



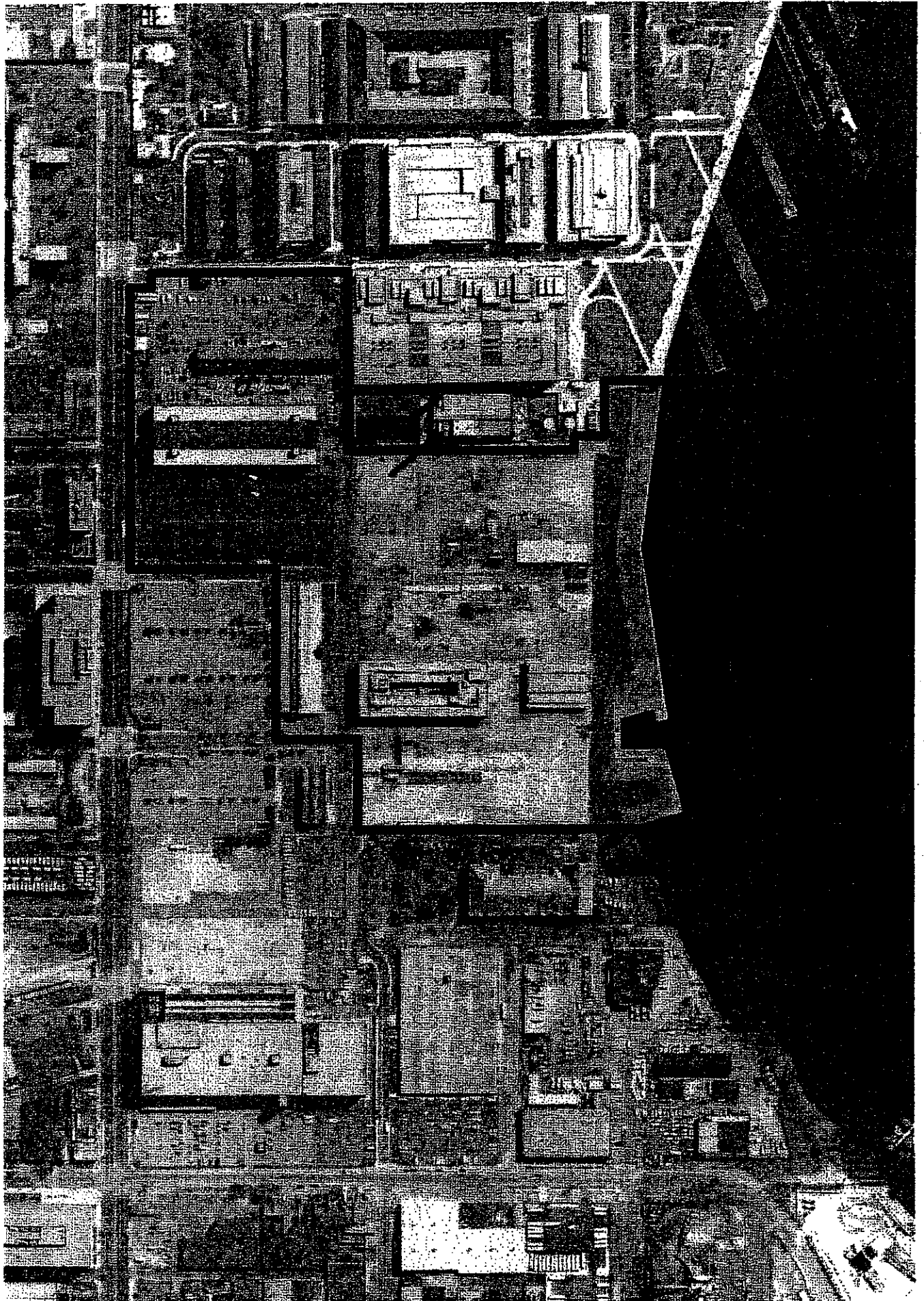
-  Contributing Resource
-  Non-contributing Resource
-  Existing Building
-  SEFC Property Boundary
-  Exempt from SEFC EIS

200 0 200 400 Feet

90 0 90 180 Meters

* indicates it is not part of the proposed action

EXHIBIT D
HISTORIC ZONE



HISTORIC PRESERVATION DESIGN GUIDELINES
FOR DEVELOPMENT OF THE SOUTHEAST FEDERAL CENTER

TABLE OF CONTENTS

- 1.0.0 EXECUTIVE SUMMARY**
- 2.0.0 REVISED MASTER PLAN SUMMARY**
- 3.0.0 HISTORIC CONTEXT**
 - 3.1.0 EARLY HISTORY**
 - 3.2.0 THE WASHINGTON NAVY YARD**
 - 3.3.0 THE AREA WEST OF THE WASHINGTON NAVY YARD**
 - 3.4.0 ESTABLISHMENT OF THE WASHINGTON NAVY YARD ANNEX**
 - 3.5.0 THE DEMISE OF THE WASHINGTON NAVY YARD ANNEX**
- 4.0.0 PRESERVATION STATUS**
 - 4.1.0 NATIONAL REGISTER ELIGIBILITY**
 - 4.2.0 AREA OF POTENTIAL EFFECT**
- 5.0.0 HISTORIC PRESERVATION DESIGN GUIDELINES**
 - 5.1.0 DEFINITIONS**
 - 5.2.0 INTRODUCTION**
 - 5.3.0 DEVELOPMENT ZONE FRAMEWORK**
 - 5.4.0 HISTORIC ZONE**
 - 5.5.0 WATERFRONT AREA**
 - 5.6.0 REDEVELOPMENT ZONE**

1.0.0 EXECUTIVE SUMMARY

The endeavor involves the development of the approximately 42-acre portion of the 55-acre site currently known as the Southeast Federal Center, located on the north shore of the Anacostia River, immediately adjacent to the Washington Navy Yard in Washington, D.C. This Site is a portion of the Navy Yard Annex Historic District, which in 1977 was determined Eligible for listing in the National Register. In its entirety, the Historic District contains nine structures that have been determined to be Contributing. Six extant structures within the Site have been determined to be contributing to the Historic District, and some historic site features have been identified. A number of archeological Resources (National Register-Eligible or under evaluation) are also located within the Site, and are addressed directly in the Programmatic Agreement and Historic Covenant.

The Site's adjacency to the Anacostia River and the Washington Navy Yard made certain its long and significant association with commercial and naval activities. The Site is part of the 60.5-acre National Register-Eligible Navy Yard Annex Historic District that was formed by the United States Navy from the accumulation of parcels beginning in the late-19th century and continuing through World War II. In 1963, the Navy transferred the entire acreage of the Navy Yard Annex to the General Services Administration for disposal. In 1992, GSA released the Southeast Federal Center Master Plan, which outlined a proposal for the accommodation of 23,000 federal employees in the area. In accordance with the SEFC Public-Private Development Act of 2000, which provided GSA with flexibility to work with the private sector to develop the SEFC, GSA produced a new development plan for the site. In 2000, approximately eleven acres of the site were selected as the location for the new Department of Transportation headquarters. In 2003, GSA selected Forest City Washington, Inc. (FCW) as the preferred developer of the Site, based on FCW's response to GSA's Request for Proposals, which included FCW's RFP Master Plan for the Site.

As a means of avoiding, minimizing, or mitigating any Adverse Effects on historic properties caused by the planned development, these Historic Preservation Design Guidelines for the Site have been written in consultation with the District of Columbia SHPO and ACHP. The Historic Preservation Design Guidelines are the resulting product of the consultation process under Sections 106, 110, and 111 of the NHPA. Also as a result of the Section 106 consultation, the RFP Master Plan was replaced by the Revised Master Plan, which is attached to the PA as Exhibit 4, as defined below, and to the Historic Covenant that is attached to the PA. The Historic Preservation Design Guidelines are intended to guide refinement and implementation of the Revised Master Plan. They provide a framework for the treatment of the historic structures, site features, street improvements, and new construction in the Revised Master Plan and are intended to be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR 68) ("Secretary's Standards").

In accordance with the RFP, the Revised Master Plan proposes that the Site will be developed as a mixed-use (residential, office, retail, recreational, and cultural) neighborhood that, as a part of the greater southeast community, will also provide recreational, commercial, and cultural opportunities, and invite public use of the Anacostia River waterfront. As the Site comprises a major part of the Navy Yard Annex Historic District, and includes vestiges of an active 19th-century waterfront neighborhood, the Revised Master Plan proposes that these approximately 42 acres should be developed in a manner that will provide a strong connection to the past, while allowing for contemporary design expression and reinvigoration as a new and vibrant urban neighborhood.

2.0.0 REVISED MASTER PLAN SUMMARY

The Revised Master Plan anticipates an exciting, lively new community focused around a reinvigorated Anacostia waterfront. This new community is planned as a dynamic, densely-developed, mixed-use neighborhood fusing residential, office, retail, recreational, and cultural activities. As planned, it will weave together the land with the river, private with the public, the historic and the new for the purpose of re-aligning an isolated and fractured landscape with 21st-century urban life. To this end, the Revised Master Plan envisions:

- A vibrant mixed-use urban neighborhood with a balance of residential, office, retail, cultural, and recreational uses that will create an active link to the city;
- A public waterfront park and open-space system that ensures public accessibility to the waterfront;
- High-quality, sustainable new design integrated with Rehabilitated historic structures; and
- Successful operation in the long term through a program that responds to market trends, is financially feasible, and is independently viable.

Since the creation of GSA's 1992 Master Plan for the SEFC, the Site program has evolved from an office park for 23,000 federal employees to, as a result of the SEFC Act, a diverse, mixed-use development. The Revised Master Plan embraces and expands upon the major goals and urban design initiatives of these planning documents, taking the historical evolution of the Site as its point of departure.

The Revised Master Plan has been conceived within the broad Historic Context of the Site spanning over two centuries. The planned Site layout combines elements of Peter (Pierre) L'Enfant idealistic and symbolic 1791 plan for the new Nation's Capital in place prior to Navy occupation with the functional, linear arrangement that the Navy superimposed on the Site in the 20th century. In the Revised Master Plan, many of the original L'Enfant streets are extended through the Site, providing long vistas to the Anacostia River. A secondary network of streets and pathways is also added, to subdivide super blocks and to promote a pedestrian-friendly environment.

While the Revised Master Plan is intended to respect the character of the Site's Contributing structures within the Historic District, significant for its 20th-century naval manufacturing activities, it also aims to draw some of its contemporary inspiration from other aspects of the long history of industrial, commercial, and residential activity along the waterfront. A wide variety of building types and architectural expression is considered essential to achieve the Revised Master Plan's fundamental goals of revitalization and reintegration of the Site into the surrounding community. This approach also addresses the large size of the Site, the high percentage of vacant land, and the lack of distinct historic character in some parts of the Site, owing to past demolition and alteration of historic buildings.

3.0.0 HISTORIC CONTEXT

3.1.0 EARLY HISTORY

Study of the 42-acre Site reveals many changes over time. What is visible today---its full acreage, open space, and level topography punctuated by manufacturing structures and the remains of Site features---is the product of the Navy's 20th century presence. In contrast, its late 18th -century appearance was similar to that of most of the rolling agricultural land that was designated to become the District of Columbia. With the establishment of the District, the Site was included as part of the Federal City and efforts were made to survey for streets and blocks, anticipating the needs of a burgeoning urban landscape. During the 19th century the Site became a thriving commercial port complemented with residential, manufacturing, and retail components.

The banks of the "Eastern Branch" or Anacostia within today's boundaries of the Site were much closer to M Street than they are today. Historic maps indicate that in 1799 the water's edge was as far north as M Street. In the early 19th century, the southernmost portion of the Site had yet to be reclaimed from the Anacostia River – New Jersey Avenue terminated before intersecting with Georgia Avenue.

Georgia Avenue, between the Navy Yard and South Capitol Street, lay directly on the water's edge, and maps and other images indicate that the avenue did not formally take shape in this area until the reclamation of land along the water beginning in the mid-19th century. Numbered streets extended south toward the Eastern Branch during the early-19th century as far as Georgia Avenue and would continue to be extended as wharves were built and land was reclaimed during the 19th century. Throughout the 19th century, N Street extended across the Site interrupted only by the Navy Yard between 5th and 9th Streets.

The Washington City Canal, designed by Benjamin Latrobe, extended into the Site. The southern portion of the canal, originally intended by L'Enfant to extend north to the National Mall, ran along the east side of New Jersey Avenue to M Street where it followed 2nd Street north.

It is known that a wharf was constructed near O Street between 3rd and 4th Streets (now in the vicinity of Buildings #160 and #173) in 1815. By 1833, the well-known local entrepreneur Thomas Blagden purchased the wharf for commercial use. Columbia Pottery Works operated in the mid- to late- 19th century on a wharf between 3rd and 4th Streets. Archaeologists believe that the Pottery Works was associated with Blagden's wharf. Other wharves and industries, such as Thomas Law's sugar refinery and C.T. Coote's brewery, also operated within the Site's boundaries.

3.2.0 THE WASHINGTON NAVY YARD

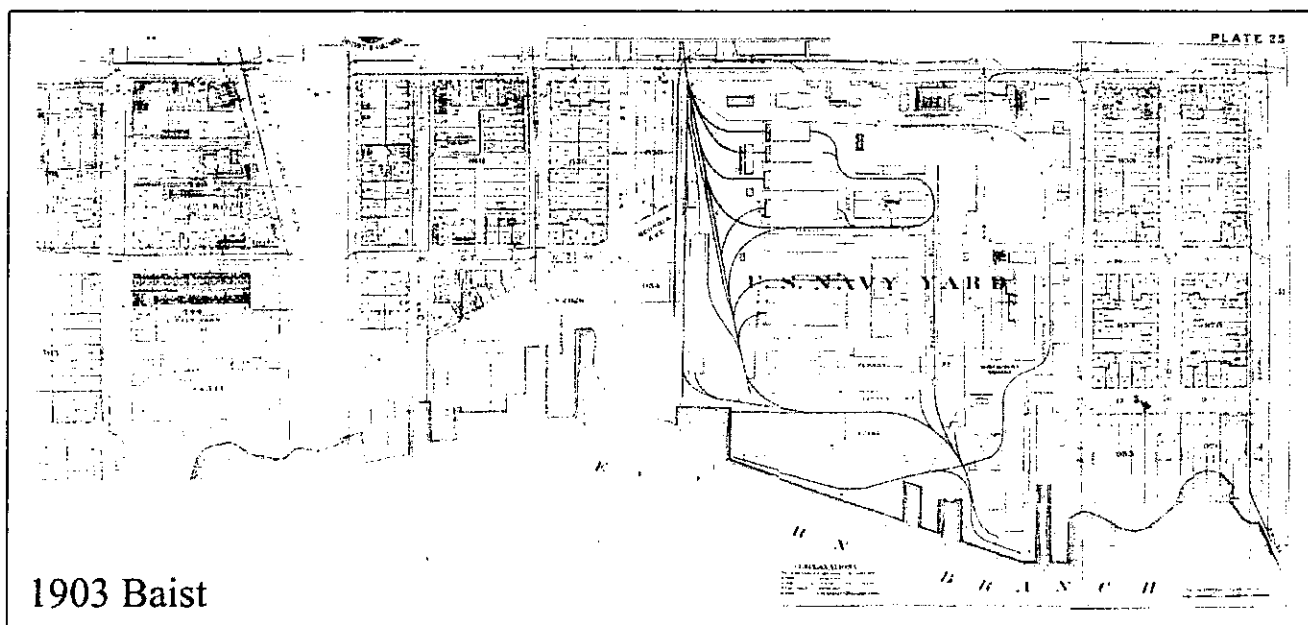
In 1795, Congress established the Department of the Navy. Four years later in 1799, a twelve-acre tract of L'Enfant's public land in Southeast Washington, D.C. was set aside as the location of the Washington Navy Yard. Situated on the northwest bank of the Eastern Branch, the site afforded easy access to the main branch of the Potomac River but was protected by the U.S. Arsenal at Greenleaf Point (Fort McNair) at the mouth of the Eastern Branch. The original twelve-acre tract was bound by 7th Street on the west, M Street on the north, 9th Street on the east and the river on the south.

Because L'Enfant had envisioned the site as the location for a large institution, he did not extend his street plan through the tract, specifically allowing flexibility for whatever institution eventually occupied the site. The Navy, therefore, had complete freedom in the development of the site and, consequently, adopted a layout determined almost entirely by practical necessity; the configuration of the streets and buildings at the Navy Yard do not generally conform to the L'Enfant Plan. The major exception to this is Dahlgren Avenue, an extension of 8th Street that initially served as the principal artery through the Navy Yard.

Throughout most of the 19th century, the Navy Yard developed within the boundaries of 6th Street, M Street, 9th Street and the Anacostia River. The yard experienced periods of significant growth in the early 1800s and the 1850s. During this period, buildings at the Navy Yard were constructed principally according to a north-south axis on either side of Dahlgren Avenue (8th Street) and along an east-west axis on the east side of an inlet in the area.

Many of these buildings were built to accommodate the Ordnance Establishment, created by ordnance expert John A. Dahlgren in 1856. His advances in gun design necessitated new foundries, machine shops, expanded offices and an experimental battery at the yard for testing.

After the Civil War, the Navy Yard went into a period of decline that was reversed in 1886 with the formal establishment of the Naval Gun Factory on the site. The Naval Gun Factory at the Washington Navy Yard was the sole manufacturer of ordnance for the Navy from 1886 through World War I, and it served as the principal design and testing center through World War II. Correspondingly, the yard experienced several periods of expansion during the late 19th and 20th centuries, prompted by military activity and foreign policy. By the late 19th century, Sanborn maps reveal that construction at the Navy Yard had become quite dense, necessitating the acquisition of additional land



1903 Baist

3.3.0 THE AREA WEST OF THE WASHINGTON NAVY YARD

Private development in the vicinity of the Navy Yard and in the area west of the original Navy Yard, which would become the Navy Yard Annex, conformed to the L'Enfant Plan from the beginning through the late 19th century. L'Enfant streets and their associated commercial and residential buildings, however, were demolished where required in the massive expansion of the Navy Yard during the period from 1898 through World War II. The street plan of the Navy Yard Annex, of which the current Site is a portion, reflects the 20th century Navy presence.

Already by 1801, the Navy Yard had expanded west to include the land between 7th Street and a large inlet that occupied much of what is now the eastern half of the Site. The inlet had created a finger of land that extended into the Eastern Branch from the southwest corner of the Navy Yard on which had been built a substantial ship house. As the Navy developed the land to the west, it continued to implement planning based on its own practical needs rather than adopting L'Enfant's street system.

However, the land on the west side of the inlet, in the area now occupied by the western half of the Site, was privately owned and the streets were laid out in accordance with L'Enfant's Plan. The location of the land so close to the river and the scattered nature of the residential and commercial construction in the area, concentrated primarily along New Jersey Avenue, suggest that L'Enfant's streets may not have been definitively laid out on the Site until the area became more densely populated during the mid-19th century.

3.4.0 ESTABLISHMENT OF THE WASHINGTON NAVY YARD ANNEX

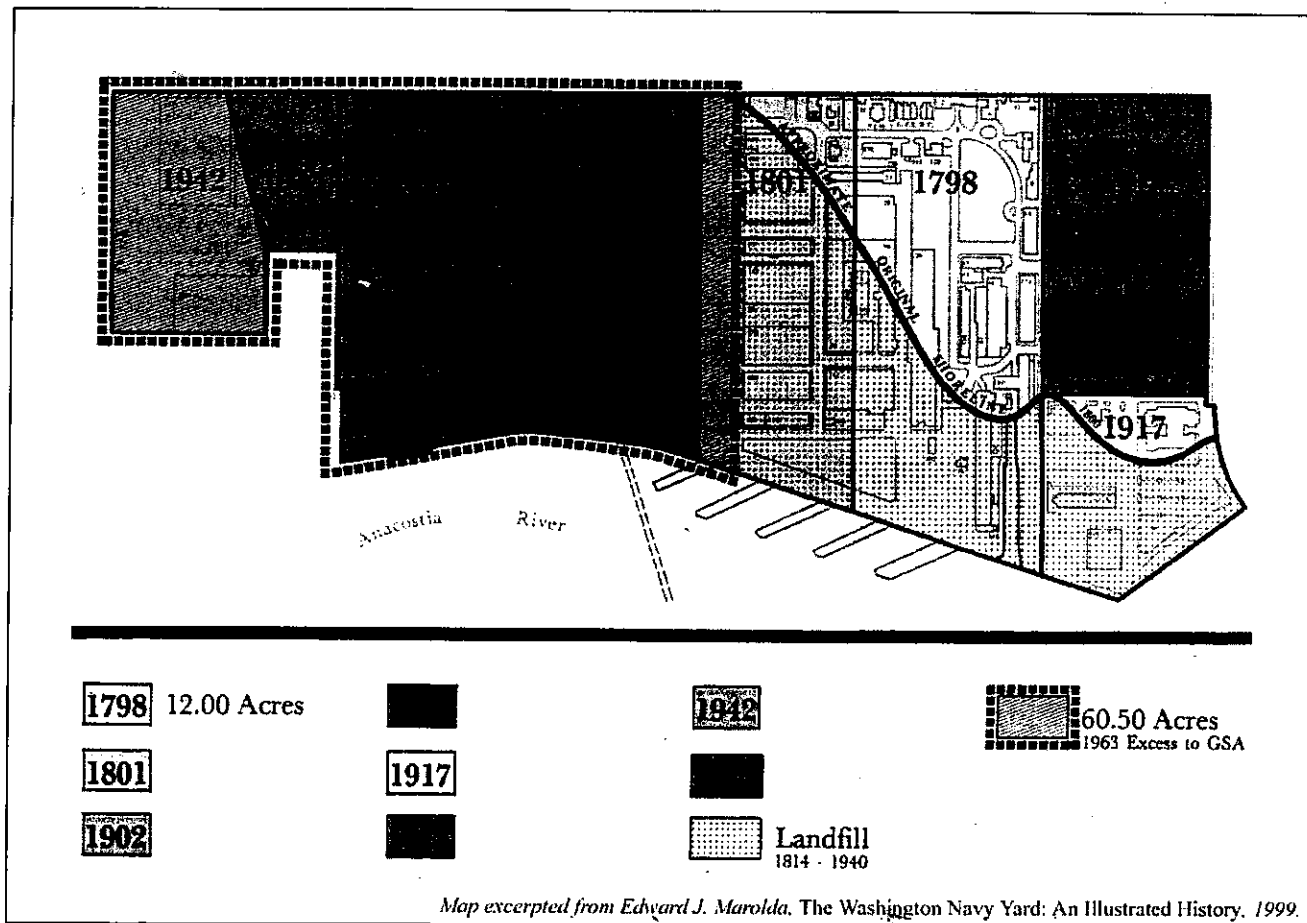
Following the Spanish-American War in 1898, naval appropriations soared, leading to the expansion of the Navy Yard west to 4th Street and the reclamation of most of the inlet. Late 19th century Sanborn maps indicate that although the L'Enfant streets had been fully extended into this western area, construction was limited to a few industrial buildings along the Anacostia River.

Following the passage of the Naval Act of 1916, designed to make the United States Navy "second to none" in the face of impending involvement in World War I, the Navy Yard expanded west to 2nd Street, east of the former canal, and east to 11th Street. Rising foreign tension and the expiration of international treaties from World War I in the 1930s prompted additional building campaigns in the period prior to World War II.

The last major expansion of the Navy Yard occurred during World War II, with the acquisition of the land west to 1st Street between 1942 and 1944. Correspondingly, the Washington Navy Yard reached its peak production in 1944 with 26,000 employees. By 1945, the Navy Yard, including the Annex, consisted of 132 buildings on 127 acres of land.

Construction during the early 20th century was extensive and, during the process, several L'Enfant streets, later alleys, and numerous existing buildings---mostly residential---were removed to accommodate the Navy's need for large industrial buildings and easy transportation of ordnance through the Site. While the square and street configuration in the area of expansion to the east was generally preserved, the parcels between 2nd Street and 6th Street were most extensively altered. N Street was relocated slightly to the north and renamed Tingey Street, and Georgia Avenue was abandoned entirely. 3rd and 4th Streets were maintained, but 5th and 6th Streets were abandoned to accommodate railroad lines. Late 19th century maps indicate that 2nd Street in the area of the former canal had not been formally executed; The Navy used this area, acquired in 1942, to run railroad tracks. 3rd and 4th Streets and the western segment of N Street were preserved by the Navy.

Late 19th century maps reveal dense residential construction in the squares east of 9th Street, and west of 6th Street, all of which was razed in the massive building campaigns of the 1910s and 1930s. Squares 771 and 802 were more sparsely built. Several industrial complexes including the Columbia Pottery Works (south of square 802) were located south of Georgia Avenue. Navy buildings in the area just west of Isaac Hull Avenue that would become the Navy Yard Annex were principally related to ordnance manufacture. These buildings were linear and situated to allow for easy linkage to one another via railroad lines that ultimately extended north of the Navy Yard. South of Tingey Street, buildings were long and oriented on a north-south axis with railroad lines running parallel to them. North of Tingey Street, buildings were more frequently oriented along an east-west axis.



3.5.0 THE DEMISE OF THE WASHINGTON NAVY YARD ANNEX

In 1945, following the conclusion of World War II, the Navy Yard again fell into a period of rapid decline. During this period, the Navy Yard became principally an administrative and ceremonial center. Although specialized weapons testing continued through the 1950s, the weapons plant operations were halted in 1961. Two years later, in 1963, the Navy transferred 60.5 acres of land, including all of the Navy Yard Annex west of Isaac Hull Avenue, to the General Services Administration for disposal. Since 1945, over half of the buildings constructed by the Navy on the Site have been demolished.

4.0.0 PRESERVATION STATUS

4.1.0 NATIONAL REGISTER ELIGIBILITY

The Washington Navy Yard Annex Historic District is considered Eligible for listing in the National Register. The 60.5-acre Navy Yard Annex Historic District includes the entire project area, as well as the proposed DOT headquarters to be sited north of Tingey Street and the area directly adjacent to the west of the Washington Navy Yard that is still in use by the Navy.

Six extant Contributing historic structures, all dating to the Navy occupation in the 20th century, have been identified on the approximately 42-acre portion of the Navy Yard Annex forming the Site. All six structures have been determined to be contributing to the Historic District. The Sentry Tower and Wall is considered Eligible for individual listing on the National Register. As components of a historic district, the Historical Significance of these structures lies in the collective sense of time and place that they establish as an interrelated group on this waterfront Site. The relationship of the buildings to each other and to the water's edge is significant. Potentially Contributing Resources to the Eligible district also include site features that, to date, have not been individually surveyed or evaluated. The structures that have been determined Eligible for the National Register include:

- **Building #74: Transportation Repair Shop** – Built in 1938, this two-story brick-masonry building is approximately 55 feet by 380 feet with a front-gable roof sheathed in slate shingles. The building is largely utilitarian in presentation but exhibits such ornamental features as brick corbelling forming an abstracted pediment and round windows in the gable ends. Large window openings on the side elevation are set off by limestone sills and soldier lintels, and windows are metal-frame, multi-light sash industrial windows. Windows are separated on the side elevations by brick pilasters, suggestive of columns and providing a classical imprint for this largely functional design.
- **Building #160: Pattern and Joiner Shop** – This massive, four-story, rectilinear structure built in 1917 has an exposed reinforced concrete frame with brick infill panels. Measuring 137 feet wide by 321 feet long, Building #160 is one of the largest structures associated with the Site and is defined by strong horizontality. Its cornice features ornamental segmental-arched pediments at the corners. Since the transfer of the property to the GSA, most of the original multi-light industrial windows have been replaced and parts of the original window openings have been filled.
- **Building #167: Boiler Maker's Shop** – Completed in 1919, Building #167 features steel-frame construction clad with brick veneer on the first story and corrugated metal on the upper stories. This building is particularly distinctive because of its two-tiered monitor roof rising 24 feet on the interior and pierced by glazed clerestories. The building, 100 feet wide and 320 feet long, was primarily used to manufacture boilers and correspondingly is characterized by expanses of multi-light industrial windows on the side and gable-end elevations as well as in the clerestories.
- **Building #173: Lumber Shed** – Now sheathed in corrugated metal to protect its open structure from the elements, this 1918-19 concrete structure was used to store lumber during the drying process after it was cut, prior to being shipped out from the Navy Yard wharves. Its unique form indicates its historic purpose as an open shed.
- **Building #202: Broadside Mount Shop** – Built in 1941, this massive, 128,000 square foot, multi-story factory brick building stands as an austere block faintly reminiscent of Georgian architecture, with an integral broken pediment at its gable end, a pitched roof, and a series of tall pilasters engaged along its side elevations. Its linear footprint is the base for open interior space reaching 72 feet in height, flanked by six floors of side aisles. Gun barrels, breeches, and other parts manufactured in Building #153 (now demolished) were delivered to this building for assembly into guns.

- **Sentry Tower and Wall** – Dating to 1906, the Sentry Tower and segment of Wall located at the 4th and M Streets, S.E., entrance are of brick-masonry construction executed in the Romanesque Revival style. The wall is approximately 12 feet in height and is reinforced by periodic brick pilasters that buttress the structure. The wall features corbelled brick coping. At the northwest corner of the wall is an octagonal sentry tower featuring a Romanesque arched arcade at the first-story level and a crenellated parapet. A metal-sheathed octagonal roof caps the Building. The structure is the oldest Contributing Resource and contains the only remaining guard station within the Site.

In addition to the six Contributing structures on the Site, there are two Non-Contributing structures in the westernmost section.

National Register-Eligible archeological Resources are addressed separately in the Programmatic Agreement (“PA”) among GSA, SHPO, and ACHP, including the Historic Covenant attached thereto.

4.2.0 AREA OF POTENTIAL EFFECT

The development’s APE as defined in the PA includes all of the area bounded by South Capitol Street on the West, the Southeast Freeway on the north, the 11th Street Bridge to the east, and the Anacostia River to the south. The APE Map is Exhibit 1 in the PA.

Within the APE and immediately adjacent to the Revised Master Plan area are several significant historic properties and areas that have been taken into account in the conception of the Revised Master Plan with respect to new construction and overall design:

- **L’Enfant Plan** – The L’Enfant Plan (including major elements, squares and circles, and streets and vistas) was included in the original inventory of historic resources recorded in the D.C. Inventory. The Major Elements were determined Eligible for the National Register in 1979, and the plan was listed in the National Register in 1997. Certain components of the L’Enfant Plan are located within and adjacent to the Site.
- **Capitol Hill Historic District Extension** – Located to the north of the APE, the Capitol Hill Historic District is one of the city’s oldest and largest (encompassing more than 8,000 Resources) historic districts in Washington, D.C. Architecturally diverse, it represents the city’s early development (clustered near the Capitol and the Navy Yard), as well as the continued social and economic residential and institutional development through the mid-20th century. In 2003, the district was extended southerly along 8th Street and adjacent blocks from Route 395 to M Street, formally acknowledging the connection between the Navy Yard and the neighborhood. This extension is within the APE.
- **Washington Navy Yard** – The Washington Navy Yard Historic District was listed in the National Register in 1973, and listed as a National Historic Landmark in 1976. Encompassing all of the original Navy Yard as established in 1799 and including the early expansion areas of the 19th century, the Washington Navy Yard Historic District is roughly bounded by Isaac Hull Avenue on the west, M Street, S.E., on the north, Parsons Avenue on the east, and the Anacostia River to the south. Located directly to the east of the Site, the Washington Navy Yard Historic District is largely characterized by 19th -century quarters and industrial buildings oriented along a north-south or west-east axis. Also of note on the property is Willard Park at the southwest edge of the district.
- **Building #170: Electric Sub-Station** – Built in 1919, this relatively small, steel-frame building is clad in brick veneer and has a gable roof with a continuous ridge monitor. Measuring 60 feet wide and 120 feet long, the building has an interior open bay that is 34 feet high. The building is utilitarian in design and features multi-story bays of fenestration with multi-light industrial

windows. The Electric Sub-Station is a Contributing Resource to the Washington Navy Yard Annex Historic District. It is located on the proposed DOT headquarters site and will be retained.

- **Buildings #116 & #118: Boiler and Power Plant** – Built in 1905, these two connected brick buildings have steeply-pitched gable roofs sheathed in slate shingles and are executed in a neo-classical language reflective of the Beaux Arts style. The multi-story buildings, each measuring approximately 100 feet wide, 180 feet long, and 35 feet high, are characterized by round-arched bays on the side elevations. Building #118 features such decorative elements as brick corbelling and molded lintels with keystones. Building #116 is dominated by two large brick-masonry smokestacks. Buildings #116 and #118 are located south of Tingey Street on the Navy Yard site, directly east of the Site.
- **WASA Main Pumping Station** – Immediately west of the SEFC area is the WASA Main Pumping Station, a Beaux Arts-style building constructed between 1903 and 1908. The Pumping Station is an architecturally significant public building exemplary of the City Beautiful movement of the early 20th century that emphasized neoclassical principles of planning, organization, and monumental construction. The City Beautiful movement in Washington, D.C. was manifested in the federally-sponsored McMillan Plan. The building is also Historically Significant as a major component of the McMillan Plan's comprehensive modernization of the city's water supply and sanitation facilities. The WASA Main Pumping Station was determined Eligible for the National Register in 2004. Associated structures of significance include the landscaped park to the north, the bulkhead and landscape along the waterfront, and a segment of 2nd Street, S.E., to the east exhibiting granite-block paving.

5.0.0 HISTORIC PRESERVATION DESIGN GUIDELINES

5.1.0 DEFINITIONS

“Adverse Effect” means the effect of an undertaking on a resource that diminishes the integrity of the resource's location, design, setting, materials, workmanship, feeling or association. “Adverse Effect” is further defined in 36 C.F.R. 800.5(a)(1) and (2).

“ACHP” means the Advisory Council on Historic Preservation as established by the National Historic Preservation Act.

“Area of Potential Effects” or “APE” means the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties.

“Contributing Resource” means a building, district, structure, site, or object adding to the Historic Significance of a Property.

“D.C. Inventory” means the District of Columbia Inventory of Historic Sites maintained by the Government of the District of Columbia as established by the Historic Landmark and Historic District Protection Act (D.C. Law 2-144).

“DOT” means the United States Department of Transportation.

“FC” means Forest City SEFC, LLC, the developer for the Site and an affiliate of Forest City Washington, Inc. (FCW)

“GSA” means the United States General Services Administration.

“Historic Context” means an organizing structure for interpreting history that groups information about Historic Properties which share a common theme, common geographical location, and common time period.

“Historic Property” means any prehistoric or historic district, building, structure, site, or object included in, or eligible for inclusion in, the National Register. This term includes artifacts, records, and remains that are related to and located within such Properties. The term includes Properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria.

“Historic Resource” means any prehistoric or historic district, building, structure, site, or object included in, or eligible for inclusion in, the National Register. This term includes artifacts, records, and remains that are related to and located within such Properties. The term includes Properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria.

“Historic Significance” is the meaning or value ascribed to a Property based on the National Register criteria for evaluation in 36 C.F.R. Part 63.

“L’Enfant Plan” means the Plan of the City of Washington as listed in the D.C. Inventory.

“NHPA” means the National Historic Preservation Act of 1966, as amended.

“National Register” means the National Register of Historic Places established under Section 101 of the NHPA.

“National Register-Eligible” includes both Properties formally determined as such in accordance with regulations of the Secretary of the Interior and all other Properties that meet the National Register criteria.

“Non-Contributing Resource” means a building, site, district, structure, or object that does not add to the Historic Significance of a Property.

“PA” means the Programmatic Agreement under Section 106 of the NHPA concerning the Site and executed by the District of Columbia SHPO, ACHP, and GSA.

“Property” means any building, structure, district, site, or object.

“Rehabilitation” means the act or process of returning a building or buildings to a state of utility through repair or alteration that makes possible an efficient use while preserving those portions or features of the Property that are significant to its historical, architectural, and cultural values.

“Resource” means any building, structure, district, site, or object.

“Revised Master Plan” means the replacement for the RFP Master Plan as a result of the consultation process under Section 106 of the NHPA (See Exhibit 4 of the PA.).

“RFP” means the General Service Administration’s Request for Proposals for the Site issued in March 2003.

“RFP Master Plan” means the Master Plan offered by FC in response to the RFP.

“Secretary’s Standards” means the Secretary of the Interior’s Standards for the Treatment of Historic Properties, as set forth in 36 C.F.R. 67.7.

“Section 106” means Section 106 of the NHPA.

“SEFC” means the Southeast Federal Center, a 55-acre property located in Washington, D.C.

“SEFC Act” means the SEFC Public-Private Development Act of 2000, Public Law 106-407.

“SHPO” means the official appointed or designated pursuant to Section 101(b)(1) of the National Historic Preservation Act to administer the State historic preservation program or a representative designated to act for the State historic preservation officer.

“Site” means the approximately 42-acre portion of the 55-acre tract known as the SEFC that is the subject of the PA.

“Washington Navy Yard Annex Historic District” or “Historic District” means the area of 20th century expansion of the Washington Navy Yard bounded by Isaac Hull Avenue, the Anacostia River, 1st Street, S.E., and M Street, S.E., as determined Eligible for the National Register in 1977.

5.2.0 INTRODUCTION

The Revised Master Plan has been conceived within the broad Historic Context of the Site spanning over two centuries. As envisioned, the Revised Master Plan preserves elements of the functional, linear arrangement that the Navy imposed on the Site in the 20th century when it was dominated by the Washington Navy Yard Annex, while reintroducing features of L’Enfant’s idealistic and symbolic 1791 plan in place prior to Navy’s presence. While the Revised Master Plan is intended to respect the character of the Historic District, significant for its 20th-century naval manufacturing activities, it also aims to draw some of its contemporary inspiration from other aspects of the long history of industrial, commercial, maritime, and residential activity along the waterfront. FC and GSA consider it essential to include a wide range of building types and varied architectural expression to achieve the Revised Master Plan’s fundamental goals of revitalization and reintegration of the Site into the surrounding community. This approach also addresses the large size of the Site, the high percentage of vacant land, and the lack of distinct historic character in some parts of the Site owing to demolition and alteration of historic buildings. To this end, the Revised Master Plan includes:

- Rehabilitation of extant historic structures and buildings dating to the Navy occupation;
- Introduction of new development and design that is compatible with the Historic Context of the Site;
- Preservation of Tingey Street as the spine of the development;
- Re-establishment of some L’Enfant streets; and
- Incorporation of elements and artifacts related to its various layers of Historical Significance.

As a means of avoiding, minimizing, or mitigating any Adverse Effects on historic properties caused by the planned development, these Historic Preservation Design Guidelines for the Site have been written in consultation with the District of Columbia SHPO and ACHP under Section 106 of the NHPA.

The Historic Preservation Design Guidelines are expected both to support the development of any changes to the Revised Master Plan and to guide the review of each project phase. These guidelines are intended to be consistent with the intent of the Secretary's Standards and the Secretary's Standards shall prevail and apply in case of conflict with the Historic Preservation Design Guidelines. Consistent with this intent, degrees of sensitivity and review have been established: Rehabilitation of historic buildings on the Site will involve the most direct effect on historic Resources, and will necessitate the most in-depth review. New construction adjacent to historic buildings and in the heart of the Historic District will also be sensitive and will call for review for its effect on the character of the Historic District. New construction that is not adjacent to historic buildings and not in the heart of the Historic District will be the least sensitive and will require little or no review. Historic Preservation Design Guidelines will not conflict with prevailing District of Columbia building codes, and prevailing zoning codes.

Effects on archeological Resources are not discussed in these guidelines, and are addressed separately in the referenced PA and Historic Covenant.

The overall Historic Preservation Design Guidelines design goal is to protect and enhance the Site's connection to its history, necessarily including its industrial history as the Washington Navy Yard Annex.

5.3.0 DEVELOPMENT ZONE FRAMEWORK

The Historic Preservation Design Guidelines establish two zones to guide development on the Site: the Historic Zone, which includes the Waterfront Area, and the Redevelopment Zone. They are not representative of historic divisions of the Washington Navy Yard or Navy Yard Annex, nor of the L'Enfant Plan. Instead, they reflect existing conditions and Revised Master Plan goals for the Site.

The heart of the development is the Historic Zone. This zone includes the area of the Site extending south of Tingey Street to include the Anacostia waterfront, extending from the WASA Main Pumping Station to the Navy Yard, and extending north of Tingey Street to M Street, S.E., from 4th Street to the Navy Yard. Four of the extant historic structures and the majority of the related site elements are located within this zone. In the Historic Zone, historic buildings will be rehabilitated, historic elements are intended to be preserved, and new construction and streetscape improvements will be designed to be compatible with the zone's Historic Context. Although not within the Revised Master Plan area, the WASA Main Pumping Station and its site, and Building #170 on the DOT site, are considered to be major components of this historic area.

The Waterfront Area, a subset of the Historic Zone, is located within that zone. The northern boundary of the Waterfront Area runs mostly parallel with the north end of the Lumber Shed (Building #173) between the WASA Main Pumping Station and the Navy Yard. The southern border of the Waterfront Area is the north bank of the Anacostia River. A large park, which has significant archeological potential and strong association with the 19th-century private development as well as the Navy, will foster public recreational activity. The park will include a river walk.

The Redevelopment Zone includes the remaining area located west of New Jersey Avenue, not including the WASA Main Pumping Station. Also an area of significant archeological potential, this zone is currently occupied by Non-Contributing buildings, presenting an opportunity for large-scale new construction. Planned new construction will accommodate a variety of uses, and is expected to reflect contemporary commercial architectural design as seen in downtown Washington.

5.4.0 HISTORIC ZONE

As stated above, this zone contains the greatest concentration of extant historic structures and related site features, and provides an opportunity to achieve the historic preservation goals of the Revised Master Plan and the Historic Preservation Design Guidelines. Adjacent to the historic Navy Yard, the zone will be comprised of both old and new, as well as large and small buildings, presented in a variety of forms including some that are reflective of the historic industrial character of the Site when it served as a naval manufacturing facility. The siting of the buildings and the accompanying streetscape and street layout is planned to reflect the historical development patterns associated with the Navy Yard Annex.

Once linked by a complicated network of railroad tracks, the extant historic buildings in this zone were built during the first half of the 20th century and reflect historically industrial functions in their scale, architectural form, and construction materials, but offer a range of architectural styles in keeping with the different periods of their construction. The planned Rehabilitation of these buildings as set forth in the Revised Master Plan and the Historic Preservation Design Guidelines is intended to be in keeping with the Site's history as a sector of naval industrial and manufacturing activities. The design of planned new buildings will draw upon the appearance of existing structures for design cues.

Planned new construction will relate to existing industrial buildings in massing and structural characteristics, material usage, and façade treatments. The landscape design proposed for this zone will complement the architectural theme through the sensitive articulation of scale and massing, materials, textures, and forms in a straightforward and functional manner.

5.4.1 Historic Characteristics

Since it is proposed that this zone provide for the enhancement of its historic fabric and preservation of its earlier 20th-century industrial form during the Navy's presence, it is important to understand that the physical elements that constitute this industrial character are the product of its former function as a manufacturing and assembly site for large ordnance. Original buildings enclosed linear assembly processes that were generally placed perpendicular to the primary service spine: Tingey Street. Raw materials and parts, carried through large doors along the service spine, were processed along the physical length of the spaces, and delivered from large doors to trucks or carried by cranes to the waterfront. In correspondence to their functional purposes, the remaining buildings are characterized by their narrow and linear forms, and their siting and orientation – primarily north-south with large entrances at each end.

5.4.2 Design Goals

Preservation design goals for the Historic Zone are:

- To preserve National Register-Eligible historic structures and historic site features which, to date, have not been individually surveyed or evaluated;
- Create visual relationships between historic buildings where possible, and, reflect much of the Site's historic north-south linear organizational patterns, as introduced by the Navy; and
- To establish an area of special architectural character that enhances the historic environment and promotes awareness of its significance.

5.4.3 Design Criteria

The following criteria will encourage the historic Rehabilitation of existing historic buildings and the introduction of high-quality contemporary design consistent with the special 20th-century industrial character of this zone.

5.4.3.1 Site

The street configuration and building orientation within the Historic Zone will retain and reflect much of the Navy's north-south linear organizational patterns. Near the waterfront, however, the new east-west street will assume an irregular configuration in this area of gradual transition to the open water's edge.

5.4.3.2 Massing

The massing and scale of the new buildings in the Historic Zone will be complementary to that of the historic buildings, utilizing design concepts such as rectilinear forms, repetitive structural bays, and strong horizontality. Bold and simple massing is encouraged to complement the historic industrial scale, however, lower portions of the buildings will be designed to correspond to the human scale and the exterior architectural expression may acknowledge interior features.

5.4.3.3 Building Heights

Modulation of building height is intended to help insure that new buildings will be compatible with the character of the historic zone. New construction along Tingey Street and Isaac Hull Avenue will incorporate setbacks within a building mass, as appropriate, in order to acknowledge existing adjacencies. These elements are more critical where the context of lower buildings is most continuous.

5.4.3.4 Historic Buildings

Sensitive Rehabilitation and re-use is an important aspect of the Revised Master Plan. The treatment of historic buildings will be consistent with the Secretary's Standards, as determined through consultation as specified in the PA and the Historic Covenant. Each historic Rehabilitation and re-use undertaking may have a particular or unique residential or retail character, or it may incorporate cultural or other uses in an appropriate way. Planned additions to and Rehabilitations of historic buildings will comply with the terms of the Programmatic Agreement and the Historic Covenant and:

- The treatment of fenestration may vary depending on the significance and condition of the historic fenestration or building, or on the practicability of repair versus replacement. Potential treatments of historic fenestration include retention and repair, replacement to match the existing configuration and muntin detailing, or replacement recalling the configuration and detail of the historic fenestration.
- Alterations to building facades may include some adjustments to the sizes of existing masonry openings (for example, as shown in the illustrative diagrams). Enlargement of in filled masonry openings to their historic configuration is encouraged.
- Existing masonry will be cleaned in a manner consistent with the Secretary's Standards. Exposed masonry will generally not be painted, and will be repaired and repointed only as necessary. Repairs will be undertaken with masonry units and mortar that match or are compatible with their original counterparts.

- Existing character-defining rooflines, monitors, skylights, ventilators, and other significant features will be maintained where possible. Original roofing materials will be repaired where possible, and replaced in kind where necessary. New mechanical equipment and penthouses will be located and designed to minimize visual impact.
- Planned building additions will be compatible with the original building in form, materials, and color, per the Secretary's Standards.
- Removal of Non-Contributing additions will be undertaken so as not to damage the building or leave unsightly scars. Original fabric exposed through the removal of additions will be generally restored to its original configuration.
- Alterations needed to address floodplain issues require careful consideration and will be reviewed on a case-by-case basis.

5.4.3.5 New Construction

The Site's proposed development as a mixed-use (residential, office, and commercial) environment will be taken into account as new buildings are designed to fit into the Site, to respond to contemporary residential or commercial needs and building codes, and to be compatible with an aesthetic associated with both late 19th- and 20th-century industrial character. Architectural designs will complement the industrial waterfront history of the Site. Planned new buildings will incorporate brick, concrete, metal, and glass, and other appropriate materials in ways that reflect the industrial heritage of the Site, but also allow for contemporary interpretation made possible by new technologies.

- Overall appearance should be reflective of the variety of scale, size, massing, footprints, and aesthetic of the extant historic Resources associated with the Navy Yard Annex on the Site and related to buildings associated with the adjacent Navy Yard.
- References to Navy Yard Annex buildings, such as Buildings #158 or #159 (now demolished), may be included. New buildings may approximate the location, footprint, or massing of any demolished building, subject to compliance with zoning requirements and the Revised Master Plan, as it may be amended pursuant to the PA.
- Important design features may include, but are not limited to exterior expression of the structural bays, articulated roof lines, large bay size, and maximum window area expressed through large window openings filled with multi-light metal framing.
- Large entrance portals are encouraged at the north and south ends of buildings.
- New materials will be utilitarian in form and composition and similar in scale and texture to the existing, historic materials. Examples of historic materials include, but are not limited to, brick, concrete, stucco, corrugated metal sheets, multi-pane metal industrial windows, slate, and sheet-metal roofing.
- Lower portions of the building exteriors will be designed to correspond to human scale and their architectural expression will acknowledge the interior functions. The pedestrian-oriented design will provide a visual connection between the new construction and the streetscape, while maintaining compatibility with the overall massive, industrial character of the area.

5.4.3.6 Landscape and Streetscape

The streetscape planned within the Historic Zone will present an industrial character primarily associated with the Navy Yard Annex, capitalizing on this character to create interesting focal points and a lively pedestrian experience for the predominantly residential area. Materials used in landscape and public space design will complement the materials used in the historic structures. The streets will present a lively and engaging experience through careful placement, a variety of widths, and the use

of pedestrian furnishings and landscaping. Public and private landscape features will be presented both as formal and informal elements in the streetscape. These features may include permanent and seasonal plantings, textured hardscape, and elements and artifacts related to naval history. Street trees will be used primarily and most liberally on streets associated with the L'Enfant Plan, including but not limited to New Jersey Avenue, and 3rd and 4th Streets. Street trees will be used sparingly on Tingey Street to preserve its character as the main street of the historic industrial area. On other streets, where industrial character is important, the use of species with small canopies is encouraged in an effort to preserve this character, and perpetuate unobstructed views. Curbs will be minimized to the extent possible on informal streets. Selected artifacts or remnants may be displayed to enhance the streetscape.

5.5.0 WATERFRONT AREA

Although closely associated with the Historic Zone, the Waterfront Area retains a distinctive character derived from its open relationship to the river's edge. The Waterfront Area will provide a visual transition from the water's edge to the built portion of the rest of the Site. In keeping with the Site's history as a sector of private commercial and naval wharves, the planned development within the Waterfront Area is expected to reflect various aspects of its maritime industrial history. Planned new buildings may look to the existing structures, former historic features, or other appropriate sources for design cues, while programming will provide both active and passive opportunities to communicate the history and workings of the waterfront. The historic Lumber Shed (Building #173) will hold an important place in this area, providing a focal point both visually and as a key location of publicly-oriented activities. The setting will be enhanced by new features that will reintroduce vitality and promote awareness about its significance.

5.5.1 Historic Characteristics

The Waterfront Area contains the currently open area along the Anacostia River edge of the Navy Annex. The Navy used this zone as a staging and transfer area to prepare finished armaments for shipment and loading onto the ships docked at the Navy Yard piers. Multiple rail lines feeding south from Tingey Street carried materials between north-south oriented buildings, which are no longer extant, and merged into a single rail line along the river's edge that continued east along the five piers at the south end of the original yard. The Lumber Shed (Building #173) is the only remaining historic structure within the Waterfront Area. Oriented to the north-south, it was the largest of a number of small buildings (such as Buildings #102 and #187) that were located in this area of the Site. A seawall, which follows the shallow segmental curve of the Anacostia River, and an inlet are site features associated with the Navy Yard Annex, however they were both reconfigured in 2003 and before. There is a large area of archeological potential within the zone. The site features of the Waterfront Area continue to the east, where Willard Park and a completed section of the river walk about the Navy Yard piers, and to the west, where there is another inlet and landscaped area on the river edge in front of the WASA Main Pumping Station.

5.5.2 Design Goals

Preservation design goals for the Waterfront Area are:

- To create a visual and architectural relationship between the Historic Zone and the waterfront; and
- To promote understanding of the history of the waterfront which necessarily includes the Site's history as the Navy Yard Annex.

5.5.3 Design Criteria

The following criteria will encourage the historic Rehabilitation of existing historic building and the introduction of high-quality contemporary design consistent with the special 20th-century industrial waterfront character of this area.

5.5.3.1 Site

A large waterfront park and a river walk will be established along the Anacostia River.

- Site features will not obstruct view corridors from the Historic Zone to the waterfront.
- The path of the river walk will follow the shoreline and reflect the previous existence of a continuous linear railroad transportation route that is a historically important feature of both the Navy Yard and Navy Yard Annex.
- Where consistent with the Revised Master Plan and zoning regulations, segments of vehicular roadway may be included to provide access and vitality to the riverfront.
- The existing seawall and inlet may be covered in a manner that meets the guidelines of the U.S. Army Corps of Engineers.

5.5.3.2 Massing

The massing and scale of new buildings will be complementary to that of the extant historic building. Forms derived from industrial or maritime heritage are preferred.

5.5.3.3 Building Heights

The lowest building heights will be located in the Waterfront Area. Planned buildings may extend up to 40 feet in height, consistent with zoning.

5.5.3.4 Historic Buildings

The Lumber Shed, (Building #173), is planned to be rehabilitated and integrated into the design of the area. Rehabilitation criteria will conform to those outlined for buildings in the Historic Zone.

5.5.3.5 New Construction

The Site's new use will be taken into account as new buildings are designed to fit into the Waterfront Area, respond to contemporary needs and building codes, and maintain compatibility with an aesthetic that is compatible to the Historic Context.

- New pavilion buildings will be freestanding, open, and transparent, and will relate to the scale of the Lumber Shed (Building #173).
- Important design features may include exterior expression of structural bays, articulated roof lines, large bay size, and large window areas. Planned new buildings should incorporate large areas of glass, as well as brick, concrete, metal, and other appropriate materials in ways that reflect the industrial and maritime heritage of the Site, but also allow for contemporary interpretation made possible by new technologies. Expressive engineering and innovative designs are encouraged to evoke the character of this and other historic industrial waterfront sites.

5.5.3.6 Landscape

Plantings, textured hardscape, and pedestrian furnishings will be selected to be consistent with the overall design goals, and to reinforce the vibrant recreational, waterfront, and retail uses envisioned for this area. Street trees will be used sparingly on informal streets, and species with small canopies will be chosen in an effort to allow for unobstructed views. Curbs will be minimized to the extent possible on informal streets. Selected artifacts or remnants associated with the Site's history may be displayed. The large waterfront park and river walk will be consistent with the overall design goals for the area.

5.6.0 REDEVELOPMENT ZONE

The Redevelopment Zone is set in the northwest sector of the Site, to the west of the proposed Department of Transportation headquarters and to the north of the WASA Main Pumping Station. There are no buildings located within this zone that are National Register-Eligible or considered to be Contributing structures to the National Register-Eligible Navy Yard Annex Historic District. This zone may be developed with its own urban character, scale, and use of materials. The Redevelopment Zone will be formally reviewed only to gauge overall consistency of the street layout and streetscape with the L'Enfant Plan.

5.6.1 Design Goals

Preservation goals for the Redevelopment Zone are:

- To reintegrate the area into the pattern of the L'Enfant Plan; and
- To enhance the L'Enfant Plan through the establishment of new urban design features.

5.6.2 Design Criteria

This zone may be developed with its own urban character, scale, and use of materials. New street infrastructure will generally conform to criteria consistent with the L'Enfant Plan.

5.6.2.1 Site

The L'Enfant street grid will be reapplied within most of this zone. Recreated streets will conform to their historic configuration, and the reuse of historic street names is encouraged. Minor streets subdividing larger blocks may vary from the historic configuration. New Jersey Avenue will form the eastern boundary of the zone, terminating near the WASA Main Pumping Station. The site plan and its related streets will be formally reviewed only to gauge overall consistency with the L'Enfant Plan.

5.6.2.2 New Construction

The Redevelopment Zone will not be subject to historic preservation design review.

5.6.2.3 Landscape and Streetscape

The streets in this zone will be treated in a manner typical of the city's L'Enfant streets, with appropriate paving, curbing, sidewalks, and street trees.

New Jersey Avenue, an original L'Enfant street, will be extended along the edge of this zone, terminating to the north of the WASA Main Pumping Station. This street will be of a width and alignment commensurate with the existing New Jersey Avenue.

Street trees will be used primarily and most liberally on streets associated with the L'Enfant Plan, including but not limited to New Jersey Avenue. Selected artifacts or remnants may be displayed to enhance the streetscape.

EXHIBIT G
MAINTENANCE PROGRAM

Southeast Federal Center Standard Maintenance Program

Scope of Standard Caretaker Maintenance:

Structural integrity and weather tightness will be maintained to prevent deterioration of the Contributing Structures. Grounds surrounding the Contributing Structures will be kept clear of trash. Maintenance staff will provide the required maintenance to the Contributing Structures. Adequate security measures against unauthorized persons and vandalism will be provided to protect the Contributing Structures.

Routine Cyclical Maintenance:

- Repair leaks in roof and repair broken drains
- Repair window and storm sash as needed to ensure weather tightness
- Replace broken window glass
- Repair damage caused by severe weather
- Remove weeds located adjacent to foundations

Annual Routine Inspection Schedule:

- Foundations
 - Site drainage
 - Cracked, spalled, and displaced masonry
 - Open mortar joints
 - Efflorescence
 - Flaking, scaling, and crumbling concrete
- Exterior Walls
 - Cracked, spalled and displaced masonry
 - Open mortar joints
 - Efflorescence
 - Flaking, scaling, and crumbling concrete
 - Paint failure
 - Rotted wood
- Roofing Systems
 - Clogged gutters and downspouts
 - Open seams
 - Inspect roof membrane and repair as needed
 - Inspect metal roofs and repair as needed
 - Cracked, broken, and missing shingles
 - Loose, bent, and displaced flashings
- Windows and Doors
 - Broken glass
 - Glazing and sealant failure
 - Rotted wood or rusted sheet metal or steel
- Other
 - Sealant at dissimilar materials
 - Plant growth

EXHIBIT H-1
ARCHEOLOGICAL REQUIREMENTS-AFTER TRANSFER OF FEE
SIMPLE OR DEDICATION TO PUBLIC USE

Archeology Requirements after Fee Simple Title Transfer or Dedication for Public Use

1. Archeological Requirements. This document, entitled Archeology Requirements (Exhibit H1 to the Historic Covenant), states the requirements to be followed after Grantee takes fee simple title of a portion of the Property or after dedication of a portion of the Property for public use when conducting all archeological work related to such portion. The definitions in the Historic Covenant are incorporated herein by reference, with the same force and effect as if they were set out in full text.

2. Professional Qualifications. The Grantee shall conduct all archeological work required under the terms of this Exhibit H-1 under the supervision of an individual or individuals who meet the requirements of 43 CFR 7.8(a) (1).

3. General Standards. All archeological work required under the terms of this Exhibit H-1 shall take into account current professional standards and guidelines, including the Secretary of the Interior's Archeology and Historic Preservation Standards (1983)(48 FR 44716 et seq), the Guidelines for Archaeological Investigations in the District of Columbia (1998) (the "District of Columbia Guidelines"), and the ACHP's Handbook on the Treatment of Archeological Properties (1988).

4. Consultation.

a. To facilitate Consultation and encourage consideration of a broad range of alternatives, Grantee shall notify SHPO in writing about any proposed excavation, construction or any other ground-disturbing activity ("Ground-Disturbing Activity") on any portion of the Property early in project planning.

b. Prior to implementing Ground-Disturbing Activity in an ASZ, Grantee shall consult with the SHPO to prepare and implement plans for the identification, evaluation, and treatment of any National Register-eligible or -listed archeological resources in an ASZ in accordance with this Exhibit H-1.

c. Grantee shall conduct and/or participate in periodic meetings with, and/or permit site visits by SHPO, Consulting Parties, and the Grantee's general contractor, as appropriate, to review and discuss preparation and implementation of the archeological work and treatment plans developed pursuant to this Exhibit H-1, including excavation. Grantee shall record these meetings and site visits, and provide copies of such records to SHPO and Consulting Parties upon their request in writing. SHPO may contact Grantee to schedule additional visits during normal working hours in order to observe on-site activities.

5. Identification, Evaluation, and Treatment of Archeological Resources in ASZs.

a. Scope of Identification, Evaluation, and Treatment.

(1) The Property poses many challenges to the identification, evaluation, and treatment of National Register-eligible archeological resources because many of

these resources are located in deep fill deposits, or in deeply buried, river bottom contexts, or are otherwise very difficult to access by typical archeological techniques.

(2) In accordance with Paragraph 4 of this Exhibit H-1, Grantee shall consult with SHPO to develop a flexible plan for the identification, evaluation, and treatment of National Register-eligible archeological resources in the ASZs. For some ASZs, such a flexible plan may include conducting identification, evaluation and/or treatment activities concurrent with combining these three activities into one phase of archeological study. Grantee shall obtain the concurrence of SHPO for such a flexible plan. If SHPO and Grantee do not reach agreement on the flexible plan, the matter will be resolved in accordance with Paragraph 13 of the Historic Covenant.

(3) Under certain circumstances, where hazardous conditions pose a high risk to health and safety, and Grantee reasonably determines typical archeological investigation within the part of the area of potential effects ("APE") of the proposed Ground-Disturbing Activity that lies in an ASZ is not prudent or feasible, Grantee shall notify SHPO in writing of such determination. Grantee shall, within five (5) business days (not including a federal holiday) of such notification, provide SHPO with a summary description of the circumstances and a proposed resolution with a request that SHPO notify Transferee within thirty (30) calendar days of its concurrence or nonconcurrence in such resolution. If they cannot reach agreement on a resolution, the matter will be resolved in accordance with Paragraph 13 of the Historic Covenant.

b. Process for Identification, Evaluation, and Treatment.

(1) Prior to initiating Ground-Disturbing Activity within an ASZ, Grantee, in Consultation with SHPO during early project planning, shall determine if such Ground-Disturbing Activity has the potential to adversely affect, as defined in 36 CFR 800.16(i), National Register-eligible or -listed archeological resources in that ASZ. An adverse effect occurs when the proposed Ground-Disturbing Activity will alter, directly or indirectly, the characteristics that qualify the archeological resource for the National Register in such a way as to diminish its integrity of location, design, workmanship, setting, materials, feeling, or association.

(a) Grantee shall provide SHPO and Consulting Parties with written notification of its determination that also includes a description of the proposed Ground-Disturbing Activity, its APE, the reasons for its determination, and a summary of any previous archeological investigation of the archeological resources with a request that SHPO and the Consulting Parties each review the notification and provide Grantee with its comments within fifteen (15) calendar days of receipt.

(b) Grantee shall consider SHPO's and the Consulting Parties' comments in reaching a final determination. If SHPO and the Consulting Parties fail to respond within fifteen (15) calendar days, Grantee may proceed in accordance with its determination. If either SHPO or a Consulting Party fails to respond to Grantee within fifteen (15) calendar days, Grantee can proceed under the assumption that comments will not be received from SHPO or that Consulting Party. If the SHPO objects to Grantee's determination of no potential adverse

effect of the proposed Ground-Disturbing Activity on National Register-eligible or listed archeological resources, then the matter will be resolved in accordance with Paragraph 13 of the Historic Covenant.

(2) If Grantee determines, after completion of Consultation in subparagraph (b)(1) above, that the proposed Ground-Disturbing Activity has no potential to adversely affect a National Register-eligible or listed archeological resource, then Grantee may proceed with the proposed Ground-Disturbing Activity.

(3) If Grantee determines that the proposed Ground-Disturbing Activity has the potential to adversely affect a National Register-eligible or -listed archeological resource, Grantee shall develop an archeological work plan ("Work Plan") designed to gather information to complete the identification and evaluation of such archeological resource and a treatment plan in accordance with Paragraph 5.b (5) of this Exhibit H-1 that contains measures to minimize or mitigate the adverse effect.

(a) Prior to its implementation of the Work Plan, Grantee shall submit the Work Plan to SHPO for review and concurrence with a request that SHPO respond within thirty (30) calendar days of receipt of the Work Plan. If SHPO does not respond within thirty (30) calendar days of receipt, Grantee may implement the Work Plan.

(b) If SHPO concurs in the Work Plan, Grantee shall implement such plan. If SHPO objects to the Work Plan within thirty (30) calendar days of receipt of the Work Plan, Grantee shall address the objection by either revising the Work Plan in accordance with the SHPO's recommendations or resolving the matter in accordance with Paragraph 13 of the Historic Covenant.

(c) In implementing the Work Plan, Grantee shall make a reasonable and good-faith effort to define the specific boundaries of the location of the archeological resources.

(4) Transferee shall provide such information as is reasonably necessary for Grantor, in Consultation with SHPO, to apply the National Register criteria under 36 CFR Part 63. "Determinations of Eligibility for Inclusion in the National Register of Historic Places," as amended, to the archeological resources identified within the APE during execution of the Work Plan that have not been previously evaluated.

(5) Treatment Plans: In developing treatment plans, Grantee shall consider various options, such as avoidance, preservation in place, documentation, and data recovery.

(a) Treatment plans for archeological data recovery will include, but are not limited to:

(i) A detailed research design that specifies the research problems and goals, and describes appropriate methods for collecting and interpreting data;

(ii) Provisions for ongoing Consultation with SHPO and the Consulting Parties;

(iii) Measures to educate the public or interpret the National Register-eligible or -listed archeological resource for the public pursuant to Paragraph 8 of this Exhibit H-1;

(iv) Measures for permanent curation of the National Register-eligible or -listed archeological resource's artifacts and associated records.

(b) Grantee shall submit the treatment plan to SHPO for its review and approval within thirty (30) calendar days of receipt of the treatment plan.

(c) If SHPO approves the treatment plan, Grantee shall implement such plan. If SHPO fails to respond to Grantor within thirty (30) calendar days, Grantee may proceed with implementation of the treatment plan. If SHPO objects within the thirty (30) calendar-day period and they cannot agree, the dispute will be resolved in accordance with Paragraph 13 of the Historic Covenant.

(6) Washington Canal: If Grantee determines that proposed Ground-Disturbing Activity will adversely affect the Washington Canal, then the treatment plan developed pursuant to Paragraph 5.b(5) of this Exhibit H-1 shall include the following:

(a) An archeologist meeting the professional standards set forth in Paragraph 1 of this Exhibit H-1 shall monitor implementation of the proposed activity in the area of the historic property.

(b) If the canal lock attributed to Benjamin Latrobe is identified pursuant to Paragraph 5 of this Exhibit H-1, Grantee shall document that structure through photographs and measured drawings. Grantee shall consult with the SHPO before implementing the proposed Ground-Disturbing Activity in order to determine the level of any mitigation required.

(7) As appropriate, Grantee shall include conditions in its agreements to ensure compliance with this Exhibit H-1.

6. Reporting.

a. Within one (1) year following the complete implementation of a Work Plan or treatment plan (Paragraph 5 of this Exhibit H-1) for a proposed Ground-Disturbing Activity on a portion of the Property, whichever is later, Grantee shall submit a draft final report describing the archeological work to SHPO for review and comment.

b. Grantee shall consult with SHPO to ensure that the draft report possesses the appropriate format and content, is consistent with the standards identified in Paragraph 2 of this Exhibit H-1, and the archeological work in the context of the interpretive theme identified in Paragraph 8 of this Exhibit H-1.

c. In its preparation of the final report, Grantee shall take into account all comments received from SHPO within sixty (60) calendar days of SHPO's receipt of the draft final report.

d. Within sixty (60) calendar days of receipt of SHPO's comments, Grantee shall complete the final report. Grantee shall submit two (2) copies of the final report to SHPO, and one copy of the final report to the Martin Luther King, Jr., Memorial Library or another relevant public archival repository in the District of Columbia identified by the SHPO in a timely manner.

7. Curation of Artifacts and Associated Records. Grantor owns and is responsible for permanent curation (in accordance with 36 CFR Part 79, "Curation of Federally Owned and Administered Archaeological Collections") of the artifacts and associated records from National Register-eligible or listed archeological resources recovered during Grantor's ownership of such resources.

8. Public Interpretation.

a. Grantee shall consult with SHPO, ACHP, and Consulting Parties to determine the specific interpretive measures to be undertaken while data recovery is in progress ("Interim Measures") and after Completion of all portions of the Property containing ASZs ("Post-Completion"). Grantee shall adopt Interim Measures and Post-Completion Measures that address the evolution of the industrial landscape of the Property as a comprehensive interpretive theme.

b. In developing Interim Measures and Post-Completion Measures, Grantee shall consider a variety of media to reach multiple audiences that may include, but are not limited to:

- Display of artifacts at the Property in building lobbies or as an exhibit;
- Develop educational packets and/or videos, with input from educational professionals, using the archeological data retrieved to interpret the Property, for use by local schools and/or museums;
- Conduct field tours;
- Prepare exhibits for local libraries;
- Prepare posters, brochures, and web pages to inform about history of the Property and promote archeology;
- Hold public lectures;
- Prepare popular reports; and
- Install interpretive markers at the Property.

c. Grantee shall include Interim Measures as a part of the treatment plans developed in accordance with Paragraph 5.b of this Exhibit H1 and shall complete implementation of the Interim Measures within eighteen (18) months of the completion of all archeological fieldwork in the ASZ(s) on the portion of the Property.

d. Grantee shall submit a draft of its Post-Completion Measures plan to ACHP and SHPO for review and approval no later than two (2) years after Grantee's portion of the Property is Complete. Within thirty (30) calendar days of their receipt of such draft plan, ACHP and SHPO shall submit comments on such draft plan to GSA. In developing the final Post-Completion Measures plan, Grantee shall take into account the comments provided by ACHP and SHPO within the thirty-(30) calendar day period. Grantee shall submit the final Post-Completion Measures plan to the ACHP and SHPO within sixty (60) calendar days of receipt of such ACHP or SHPO comments, whichever is later.

e. Grantee shall complete implementation of the Post-Completion Measures plan within twenty-four (24) months following the Completion of Grantee's portion of the Property.

9. Unanticipated Discoveries.

a. In order to minimize the risk of construction delay if National Register-eligible archeological resources are either (1) discovered in an ASZ following implementation of Paragraph 5 of this Exhibit H-1 or (2) discovered on the Property outside of the ASZs, Grantee shall develop a plan for the treatment of unexpected discoveries ("Discovery Plan"), including human remains, that will be inserted into all contracts for excavation, construction, or other Ground-Disturbing Activity at Grantee's portion of the Property.

b. Grantee's Discovery Plan shall ensure that the following actions are taken:

(1) Whenever a previously unidentified archeological resource is discovered by during the Ground-Disturbing Activity, all work involving subsurface disturbance shall be halted by Grantee in the immediate area of discovery; and,

(2) An archeologist, meeting the standards set forth in Paragraph 1 of this Exhibit H-1, shall immediately inspect the work site to evaluate the nature and geographic area of the discovery, determine the measures needed to protect the discovery from construction impacts and make recommendations to Grantor regarding the National Register eligibility of the discovery. Grantee shall promptly protect the area of the discovery, and once it has done so, construction may resume in those areas where there would be no physical impact to the discovery.

(3) Within three (3) business days (not including a federal holiday) of making the discovery, Grantee shall submit written notification to SHPO and ACHP that shall include Grantee's assessment of National-Register eligibility of the discovery and, as appropriate, the actions that Grantee proposes to resolve the adverse effects. SHPO and ACHP shall have two (2) business days (not including a federal holiday) of receipt to respond to Grantee's notification. Grantee shall take into account any recommendations provided by SHPO and ACHP within the two (2) business-day period. Grantee shall make a final decision on proposed actions, if any, and implement it.

c. Treatment of Human Remains: If human remains are discovered on the portion of the Property, Grantee shall immediately halt all Ground-Disturbing Activities in the

immediate area of the discovery and such Ground-Disturbing Activities shall remain halted until all of the following actions have been carried out:

(1) Within twenty-four (24) hours, Grantee shall implement measures to protect the human remains from inclement weather and vandalism, and notify the District of Columbia Office of the Chief Medical Examiner ("OCME"), SHPO and ACHP of the discovery.

(2) Grantee shall provide OCME, ACHP, and SHPO with a description of the discovery sufficient to allow OCME to complete its obligations under Section 5-1405 of the District of Columbia Code or other applicable law.

(3) If the OCME determines that the human remains are not subject to a criminal investigation by local or federal authorities, Grantee shall comply with all applicable federal and District of Columbia laws and regulations governing the discovery and disposition of human remains and consider ACHP's Policy Statement on Treatment of Human Remains and Grave Goods (1988).

(4) In the event that Grantee determines after Consultation as set forth in Paragraph 9c(5) below, that Native American human remains or funerary objects have been discovered on a portion of the Property owned by Grantee, Grantee shall proceed in accordance with the Native American Graves Protection and Repatriation Act, as amended (Public Law 101-601, 25 U.S.C. 3001 et seq.).

(5) Before making any final decision regarding the treatment of human remains, Grantee, as appropriate, shall within five (5) business days (not including a federal holiday) after discovery of such remains initiate Consultation with the ACHP, SHPO, Indian tribes, if applicable, and appropriate Consulting Parties to develop and implement treatment measures with the understanding that federal and/or District of Columbia law may determine the outcome.

EXHIBIT H-2
ARCHEOLOGICAL REQUIREMENTS-FOR GROUND LEASE
TRANSFER

Archeology Requirements for Ground Lease Transfer

1. Archeological Requirements. This document, entitled Archeology Requirements (Exhibit H-2 to the Historic Covenant), states the requirements to be followed after Grantee takes possession of a portion of the Property by Ground Lease when conducting all archeological work related to such portion. The definitions in the Historic Covenant are incorporated herein by reference, with the same force and effect as if they were set out in full text.

2. Professional Qualifications. The Grantee shall conduct all archeological work required under the terms of this Exhibit H-2 under the supervision of an individual or individuals who meet the requirements of 43 CFR 7.8(a) (1).

3. General Standards. All archeological work required under the terms of this Exhibit H-2 shall take into account current professional standards and guidelines, including the Secretary of the Interior's Archeology and Historic Preservation Standards (1983)(48 FR 44716 et seq), the Guidelines for Archaeological Investigations in the District of Columbia (1998) (the "District of Columbia Guidelines"), and the ACHP's Handbook on the Treatment of Archeological Properties (1988).

4. Consultation.

a. To facilitate Consultation and encourage consideration of a broad range of alternatives, Grantee shall notify Grantor in writing about any proposed excavation, construction or any other ground-disturbing activity ("Ground-Disturbing Activity") on any portion of the Property early in project planning.

b. Prior to implementing Ground-Disturbing Activity in an ASZ, Grantee shall consult with the Grantor to prepare and implement plans for the identification, evaluation, and treatment of any National Register-eligible or -listed archeological resources in an ASZ in accordance with the Archeology Requirements (Exhibit H-2).

c. Grantee shall conduct and/or participate in periodic meetings with, and/or permit site visits by SHPO, Consulting Parties, Grantor, and the Grantee's general contractor, as appropriate, to review and discuss preparation and implementation of the archeological work and treatment plans developed pursuant to this Exhibit H-2, including excavation. Grantee shall record these meetings and site visits, and provide copies of such records to SHPO and Consulting Parties upon their, or Grantor's, request in writing. SHPO and Grantor may contact Grantee to schedule additional visits during normal working hours in order to observe on-site activities.

5. Identification, Evaluation, and Treatment of Archeological Resources in ASZs.

a. Scope of Identification, Evaluation, and Treatment.

(1) The Property poses many challenges to the identification, evaluation, and treatment of National Register-eligible archeological resources because many of these resources are located in deep fill deposits, or in deeply buried, river bottom contexts, or are otherwise very difficult to access by typical archeological techniques.

(2) Grantee shall consult with Grantor, in accordance with Paragraph 4 of this Exhibit H-2, to develop a flexible plan for the identification, evaluation, and treatment of National Register-eligible archeological resources in the ASZs. For some ASZs, such a flexible plan may include conducting identification, evaluation and/or treatment activities concurrent with combining these three activities into one phase of archeological study.

(3) Under certain circumstances, where hazardous conditions pose a high risk to health and safety, Grantee shall provide such information (including without limitation a summary description of the circumstances and a proposed resolution) as is reasonably necessary for Grantor to determine whether typical archeological investigation within the part of the area of potential effects ("APE") of the proposed Ground-Disturbing Activity that lies in an ASZ is not prudent or feasible, which determination shall not be unreasonably withheld or conditioned. Within thirty-seven (37) calendar days of its receipt of such information as described in this Paragraph 5a(3) from Grantee, Grantor shall reasonably determine whether typical archeological investigation within the part of the APE of the proposed Ground-Disturbing Activity that lies in an ASZ is not prudent or feasible.

b. Process for Identification, Evaluation, and Treatment

(1) Prior to initiating Ground-Disturbing Activity within an ASZ, Grantee, in Consultation with Grantor during early project planning, shall inform Grantor whether, in its opinion, such Ground-Disturbing Activity has the potential to adversely affect, as defined in 36 CFR 800.16(i), National Register-eligible or -listed archeological resources in that ASZ. An adverse effect occurs when the proposed Ground-Disturbing Activity will alter, directly or indirectly, the characteristics that qualify the archeological resource for the National Register in such a way as to diminish its integrity of location, design, workmanship, setting, materials, feeling, or association.

(a) Grantee shall provide Grantor with Grantee's opinion and analysis, such opinion and analysis to also include a description of the proposed Ground-Disturbing Activity, its APE, the reasons for Grantee's opinion, and a summary of any previous archeological investigation of the archeological resources.

(b) Grantor shall consider Grantee's opinion and analysis in Grantor's determination, which shall not be unreasonably withheld, conditioned, or delayed, of whether the proposed Ground-Disturbing Activity has no potential to adversely affect a National Register-eligible or listed archeological resource.

(2) If Grantor determines that the proposed Ground-Disturbing Activity has no potential to adversely affect a National Register-eligible or listed archeological resource, then Grantee may proceed with the proposed Ground-Disturbing Activity.

(3) If Grantor determines that the proposed Ground-Disturbing Activity has the potential to adversely affect a National Register-eligible or -listed archeological resource, Grantee shall develop an archeological work plan ("Work Plan") designed to gather information to complete the identification and evaluation of such archeological resource and a treatment plan in accordance with Paragraph 5.b (5) of this Exhibit H-2 that contains measures to minimize or mitigate the adverse effect.

(a) Prior to its implementation of the Work Plan, Grantee shall submit the Work Plan to Grantor for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

(b) If Grantor approves the Work Plan, Grantee shall implement such plan. Otherwise, Grantee shall resubmit the Work Plan until Grantor's approval is obtained in accordance with Paragraph 5.b(3)(1) above.

(c) In implementing the Work Plan, Grantee shall provide such information as is reasonably necessary for Grantor to make a reasonable and good-faith effort to define the specific boundaries of the location of the archeological resources.

(4) Grantee shall provide such information as is reasonably necessary for Grantor, in Consultation with SHPO, to apply the National Register criteria under 36 CFR Part 63, "Determinations of Eligibility for Inclusion in the National Register of Historic Places," as amended, to the archeological resources identified within the APE during execution of the Work Plan that have not been previously evaluated.

(5) Treatment Plans: In developing treatment plans, Grantee shall consider, and shall provide information such that Grantor can reasonably consider, various options, such as avoidance, preservation in place, documentation, and data recovery.

(a) Treatment plans for archeological data recovery will include, but are not limited to:

(i) A detailed research design that specifies the research problems and goals, and describes appropriate methods for collecting and interpreting data;

(ii) Provisions for ongoing Consultation with Grantor, SHPO, and the Consulting Parties;

(iii) Measures to educate the public or interpret the National Register-eligible or -listed archeological resource for the public pursuant to Paragraph 8 of this Exhibit H-2;

(iv) Measures for permanent curation of the National Register-eligible or -listed archeological resource's artifacts and associated records.

(b) Grantee shall submit the treatment plan to Grantor for its review and approval.

(c) If Grantor approves the treatment plan, Grantor shall so inform Grantee, and Grantee shall implement such plan. If Grantor does not approve the plan, Grantee shall resubmit such plan until Grantor's approval is obtained pursuant to Paragraph 5.b(5)(ii) above.

(6) Washington Canal: If Grantor determines that proposed Ground-Disturbing Activity will adversely affect the Washington Canal, then the treatment plan developed pursuant to Paragraph 5.b(5) of this Exhibit H-2 shall include the following:

(a) An archeologist meeting the professional standards set forth in Paragraph 1 of this Exhibit H-2 shall monitor implementation of the proposed activity in the area of the historic property.

(b) If the canal lock attributed to Benjamin Latrobe is identified pursuant to Paragraph 5 of this Exhibit H-2, Grantee shall document that structure through photographs and measured drawings. Grantee shall provide such documentation and any information as is reasonably necessary for Grantor to determine the level of any mitigation required. Such Grantor permission shall not be unreasonably withheld, conditioned, or delayed.

(7) As appropriate, Grantee shall include conditions in its agreements to ensure compliance with this Exhibit H-2.

6. Reporting.

a. Within one (1) year following the complete implementation of an Work Plan or treatment plan (Paragraph 5 of this Exhibit H-2) for a proposed Ground-Disturbing Activity on a portion of the Property, whichever is later, Grantee shall submit a draft final report describing the archeological work to Grantor for review and comment.

b. Grantee shall provide such information as is reasonably necessary for Grantor to ensure that the draft report possesses the appropriate format and content, is consistent with the standards identified in Paragraph 2 of this Exhibit H-2, and the archeological work in the context of the interpretive theme identified in Paragraph 8 of this Exhibit H-2.

c. Grantee shall prepare a final report, taking into account all comments received from Grantor, including therein all comments received from SHPO within sixty (60) calendar days of SHPO's receipt of the draft final report and from Grantor.

d. Within thirty (30) calendar days following the date Grantee receives Grantor's comments, Grantee shall complete the final report and forward it to Grantor.

7. Curation of Artifacts and Associated Records.

a. Artifacts and associated records recovered from any portion of the Property after transfer of fee simple title of such portion by Grantor will be the property of Grantee. Grantee shall make a reasonable and good faith effort to donate such artifacts and any associated records to Grantor for permanent curation.

b. In the event that the Grantee chooses not to make such a donation or Grantor chooses not to accept the donation, Grantee shall consult with SHPO for sixty (60) calendar days to determine the disposition of the artifacts and associated records and shall consider SHPO's written comments during the Consultation in determining such disposition.

8. Public Interpretation.

a. Grantee shall consult with Grantor to determine the specific interpretive measures to be undertaken while data recovery is in progress ("Interim Measures") and after Completion of all portions of the Property containing ASZs ("Post-Completion"). Grantee shall adopt Interim Measures and Post-Completion Measures as reasonably determined by Grantor that address the evolution of the industrial landscape of the Property as a comprehensive interpretive theme.

b. In developing Interim Measures and Post-Completion Measures as provided in Paragraph 8.a above, Grantee shall consider a variety of media to reach multiple audiences that may include, but are not limited to:

- Display of artifacts at the Property in building lobbies or as an exhibit;
- Develop educational packets and/or videos, with input from educational professionals, using the archeological data retrieved to interpret the Property, for use by local schools and/or museums;
- Conduct field tours;
- Prepare exhibits for local libraries;
- Prepare posters, brochures, and web pages to inform about history of the Property and promote archeology;
- Hold public lectures;
- Prepare popular reports; and
- Install interpretive markers at the Property.

c. Grantee shall include Interim Measures as a part of the treatment plans developed in accordance with Paragraph 5.b of this Exhibit H-2 and shall complete implementation of the Interim Measures within eighteen (18) months of the completion of all archeological fieldwork in the ASZ(s) on the portion of the Property.

d. Grantee shall submit a draft of its Post-Completion Measures plan to Grantor for review and approval no later than one year and ten (10) months (22 months) after Grantee's portion of the Property is Complete. In developing the final Post-Completion Measures plan for Grantor's review and approval, Grantee shall take into account the comments

provided by Grantor, including therein any comments provided by SHPO and ACHP. Grantee shall submit the final Post-Completion Measures plan to Grantor for Grantor's review and approval (such approval shall not unreasonably withheld, conditioned, or delayed) within thirty-five (35) calendar days of receipt of comments from Grantor.

e. Grantee shall complete implementation of the Post-Completion Measures plan approved by Grantor within twenty-four (24) months following the Completion of Grantee's portion of the Property.

9. Unanticipated Discoveries.

a. In order to minimize the risk of construction delay if National Register-eligible archeological resources are either (a) discovered in an ASZ following implementation of Paragraph 5 of this Exhibit H-2 or (b) discovered on the Property outside of the ASZs, Grantee shall develop and submit for approval by Grantor (which approval shall not be unreasonably withheld, conditioned, or delayed) a plan for the treatment of unexpected discoveries ("Discovery Plan"), including human remains, that will be inserted into all contracts for excavation, construction, or other Ground-Disturbing Activity at Grantee's portion of the Property.

b. Grantee's Discovery Plan shall ensure that the following actions are taken:

(1) Whenever a previously unidentified archeological resource is discovered by during the Ground-Disturbing Activity, all work involving subsurface disturbance shall be halted by Grantee in the immediate area of discovery; and,

(2) An archeologist, meeting the standards set forth in Paragraph 1 of this Exhibit H-2, shall immediately inspect the work site to evaluate the nature and geographic area of the discovery, determine the measures needed to protect the discovery from construction impacts and make recommendations to Grantor regarding the National Register eligibility of the discovery. Grantee shall promptly protect the area of the discovery and advise Grantor of the methods for such protection, and once Grantor has done so and has obtained Grantor's consent, construction may resume in those areas where there would be no physical impact to the discovery.

(3) Within two (2) business days (not including a federal holiday) of making the discovery, Grantee shall submit written notification to Grantor that shall include Grantee's assessment of National-Register eligibility of the discovery and, as appropriate, the actions that Grantee proposes to resolve the adverse effects. Grantor shall have four (4) business days (not including a federal holiday) of receipt to respond to Grantee's notification. Grantor shall make a final decision on proposed actions, if any, and Grantee shall implement it.

c. Treatment of Human Remains: If human remains are discovered on the portion of the Property, Grantee shall immediately halt all Ground-Disturbing Activities in

the immediate area of the discovery, and such Ground-Disturbing Activities shall remain halted until all of the following actions have been carried out:

(1) Within twenty-four (24) hours, Grantee shall implement measures to protect the human remains from inclement weather and vandalism, and notify the District of Columbia Office of the Chief Medical Examiner ("OCME"), SHPO, ACHP, and Grantor of the discovery and shall provide Grantor with information regarding such protection measures.

(2) Grantee shall provide OCME, SHPO, ACHP, and Grantor with a description of the discovery sufficient to allow OCME to complete its obligations under Section 5-1405 of the District of Columbia Code or other applicable law.

(3) If the OCME determines that the human remains are not subject to a criminal investigation by local or federal authorities, Grantee shall comply with all applicable federal and District of Columbia laws and regulations governing the discovery and disposition of human remains and consider ACHP's Policy Statement on Treatment of Human Remains and Grave Goods (1988) and provide Grantor with information regarding such compliance and consideration.

(4) In the event that Grantee determines, in Consultation with Grantor, that Native American human remains or funerary objects have been discovered in a portion of the Property owned by Grantor, Grantee shall proceed, as reasonably directed by Grantor, in accordance with the Native American Graves Protection and Repatriation Act, as amended (Public Law 101-601, 25 U.S.C. 3001 et seq.).

(5) Grantee shall Consult with Grantor and provide such information as is reasonably necessary for Grantor, as appropriate, within five (5) business days (not including a federal holiday) after discovery of such remains to initiate, before making any final decision regarding the treatment of human remains, Consultation with the ACHP, SHPO, Indian tribes, if applicable, and appropriate Consulting Parties to develop and implement treatment measures with the understanding that federal and/or District of Columbia law may determine the outcome.

10. Role of Grantor. The parties acknowledge that the approvals, review, determinations, and other actions of Grantor pursuant to this Exhibit H-2 may require Consultation with and other actions by SHPO and the Consulting Parties pursuant to the terms of the Programmatic Agreement. Grantee shall provide Grantor with sufficient information regarding the subject matter of the approval, review, determination or other action and shall otherwise reasonably cooperate with Grantor such that Grantor may engage in Consultations with or seek other action from SHPO and the Consulting Parties regarding the subject matter of this Exhibit H-2 as contemplated by Stipulation I.F of the Programmatic Agreement.

11. If the Programmatic Agreement terminates as to any portion of the Property governed by this Exhibit H-2 while the Historic Covenant is in effect, the parties shall

cooperate to implement the requirements of Stipulation I.F of the Programmatic Agreement as if the Programmatic Agreement had not been terminated.