



2018028466-18

RECORDING REQUESTED BY:

Commonwealth Land Title Insurance Company

AFTER RECORDING RETURN TO:

Fidelity National Title Insurance Company
Commonwealth Land Title Insurance Company
1620 L Street, NW, 4th Floor
Washington, D.C. 20036
File No. 16-00286 *3* of *18*

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QUITCLAIM DEED

The Yards – Parcel L-2
Lot 817, Square 771
Washington, DC

THIS QUITCLAIM DEED (this "**Deed**") is made as of MARCH 19, 2018, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives, 7th & D Streets, S.W., Washington, D.C. 20407 ("**Grantor**") and FC 227, LLC, a Delaware limited liability company, 301 Water Street, SE, Suite 201, Washington, DC 20003 ("**Grantee**").

RECITALS

WHEREAS, Pursuant to the authority of the Southeast Federal Center Public-Private Development Act of 2000 (Public Law 106-407; 114 Stat. 1758, the "**SEFC Act**"), Grantor desires to sell to Grantee all of Grantor's right, title and interest in and to a portion of the property subject to the SEFC Act.

WHEREAS, in furtherance of the SEFC Act, Grantor and Forest City SEFC, LLC ("**Forest City**") entered into that certain Development Agreement with an effective date of June 16, 2005 (the "**Development Agreement**").

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF good and sufficient consideration, the receipt of which is hereby acknowledged, Grantor does hereby convey and quitclaim unto Grantee, and to its successors and assigns, forever, all of Grantor's right, title, and interest in and to the parcel of land situated in the District of Columbia and more particularly described on **Exhibit A** attached hereto, together with all right, title, and interest of Grantor in and to (i) any improvements located in or on said land, (ii) all rights, easements and appurtenances belonging or appertaining thereto, and (iii) all abutting alleys, roads, streets and public and private rights of way (collectively the

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“**Property**”), provided that Grantor is not assigning, relinquishing or conveying any power or authority as a government entity.

THIS CONVEYANCE IS MADE ON AND SUBJECT TO THE FOLLOWING CONDITIONS:

1. All matters of record as of the date hereof, including, without limitation, that certain Historic Covenant dated July 23, 2007, recorded in the land records of the District of Columbia on March 15, 2010 as Instrument Number 2010022189, and re-recorded in the land records of the District of Columbia May 6, 2010 as Instrument Number 2010040916 (the “**Historic Covenant**”) and that certain Declaration of Covenants dated June 9, 2008, recorded in the land records of the District of Columbia on March 15, 2010 as Instrument Number 2010022190 (the “**Declaration of Covenants**”). The Property is subject to the Declaration of Covenants as provided in Section 1.1 of the Declaration of Covenants. The Historic Covenant is binding on Grantee, and accordingly, this conveyance is a “Transfer” as defined in the Historic Covenant. The provisions of this Deed are subject to the limitations of Section 11.6 of the Declaration of Covenants and the other provisions of the Declaration of Covenants.
2. Grantor and its agents, employees, contractors, and subcontractors have the right to have access to the Property (including the right of access to, and uses of, utilities at reasonable cost to the Grantor) to the extent reasonably necessary to permit Grantor to fulfill its obligations under the Environmental Covenants (as hereinafter defined). In exercising the foregoing right of access, Grantor agrees to comply with the provisions of Section 9.7 of the Declaration of Covenants.
3. The restrictions, if any, set forth in **Exhibit C** relating to (1) the requirements of the Administrative Order on Consent, Docket No. RCRA-03-2014-0237TH (7003), issued by the United States Environmental Protection Agency (“**EPA**”) under authority of Resource Conservation and Recovery Act of 1976), 42 U.S.C. §6901 et seq. (“**RCRA**”), having an effective date of September 30, 2014 (the “**RCRA Order**”), and/or (2) established by EPA in connection with a response action (as defined under the Comprehensive Environmental Response, Compensation and Liability act, 42 U.S.C. §9601 et. seq. as amended (“**CERCLA**”)) undertaken at the Property on or prior to the date hereof. EPA is a third-party beneficiary of this Section 3 and shall be entitled to enforce the restrictions shown on Exhibit C.
4. *Reserved.*
5. Grantee agrees to notify Grantor in writing (a) ten business days prior to undertaking any sampling of any soils or groundwater at the Property, (b) ten business days prior to any excavation of soils at the Property which are known

or suspected to contain contamination based on information disclosed to Grantee in this Deed or otherwise obtained by Grantee, and (c) promptly upon discovery of any contamination at, on, under or released from the Property at concentrations or locations not disclosed in **Exhibit E**. Grantee shall provide to Grantor copies of any reports produced in connection with any excavation of soils or sampling of soils or groundwater at the Property. Notwithstanding the foregoing provisions of this Section 5, if, after Grantee notifies Grantor as provided in this paragraph, the schedule for sampling or excavation, as applicable, changes, Grantee shall keep Grantor informed, reasonably in advance, of any such schedule changes. Grantee shall notify the Grantor in writing within 20 days after (a) learning of any Environmental Condition(s) at the Property that suggests additional remedial action is necessary under CERCLA §120(h)(3) or the RCRA Order, or (b) receiving notice from any federal, state, or local authority, or third party that suggests additional remedial action is necessary. Except where the context otherwise requires, the following terms, when used in this deed, have the meaning set forth in the Declaration of Covenants: "Hazardous Substances," "Environmental Laws," and "Environmental Condition."

6. Grantee agrees not to conduct or permit any investigation, sampling or analysis of any Environmental Condition at the Property unless such investigation, sampling or analysis is (a) required by Grantor or a governmental authority; (b) required by applicable laws or undertaken to determine Grantee's compliance with applicable laws; (c) based on information first discovered after the Closing (as defined in the Development Agreement) and is approved in advance by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed; or (d) commercially reasonable in order to sell, finance, lease, operate, maintain or develop the Property.
7. *Reserved.*
8. *Reserved.*
9. Grantor hereby notifies Grantee that, to the extent such information is available on the basis of a complete search of Grantor's files with respect to the Property: (i) the types and quantities of Hazardous Substances which are or have been present in, on or under the Property, (ii) the times at which storage, release and disposal of such Hazardous Substances took place, and (iii) the remedial actions taken with respect to such Hazardous Substances, are all as set forth on **Exhibit F** attached hereto.
10. Grantor hereby covenants and warrants that subject to 42 U.S.C. §9620(h)(3)(B) (including the limitation therein on the applicability of the foregoing covenants and warranties), (A) all remedial actions necessary to protect human health and the environment with respect to any Environmental

Conditions remaining on the Property have been taken prior to the date hereof to the extent required under applicable Environmental Laws pursuant to the Remediation Agreement (as defined in the Declaration of Covenants), and (B) Grantor shall, to the extent required by 42 U.S.C. §9620(h) and the RCRA Order, conduct any additional remediation work found to be necessary after the date hereof that results from any Environmental Conditions that occurred or existed on, under, or was released from the Property prior to the date hereof. In no event shall Grantor be responsible for any Environmental Condition as and to the extent created or to the extent exacerbated (x) by Master Developer or Grantee or any agent, employee, contractor or subcontractor of Master Developer or Grantee, whether before or after the date hereof or (y) after the date hereof by any other person or entity other than Grantor or any agent, employee, contractor or subcontractor of Grantor. For purposes of the preceding sentence, none of Master Developer or Grantee or any agent, employee, contractor or subcontractor of Master Developer or Grantee, is an agent, employee, contractor or subcontractor of Grantor other than with respect to acts taken by or through Master Developer or Grantee as Remediation Agent (as defined in the aforesaid Remediation Agreement) at the direction of Grantor pursuant to the Remediation Agreement without the negligence, default or breach of Master Developer or Grantee as the Remediation Agent under the Remediation Agreement. (The foregoing covenants are herein referred to as the "**Environmental Covenants.**") Grantee agrees that enforcement of the Environmental Covenants are Grantee's sole and exclusive remedies with respect to the Environmental Condition of the Property as of the date hereof, and Grantee hereby waives and releases Grantor from and against any other claims, causes of action, costs, fines, penalties, sanctions, liability or damages relating to the foregoing, provided, however, that notwithstanding anything in this sentence to the contrary, Grantee reserves, and this sentence is without prejudice to, all of its rights, if any, against Grantor or others with respect to any claim, legal proceeding or cause of action by a third party (including but not limited to the EPA or the District of Columbia), arising under applicable Environmental Laws in connection with the Property to the extent such claim, legal proceeding or cause of action (i) exists as of the date hereof or (ii) is based on an Environmental Condition to the extent created or exacerbated by Grantor after the date hereof.

11. From time to time in connection with the reasonable requirements of any third party lender, purchaser, investor or tenant, Grantor shall deliver to Grantee a certificate as and when required in Section 14.2 of the Declaration of Covenants with respect to any violation of the covenants set forth in this Deed as well as any other matters provided for in such section of the Declaration of Covenants.

12. NOTICE OF THE PRESENCE OF ASBESTOS – WARNING!

a. Grantee is warned that the Property may contain asbestos-containing materials. Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b. Grantee has been invited, urged and cautioned to inspect the Property prior to the date hereof. More particularly, Grantee was invited, urged and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or Environmental Condition relating thereto. Except as otherwise provided in the Declaration of Covenants or elsewhere in this Deed, Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

c. No warranties, either express or implied, are given as to whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. With respect to asbestos, the failure of Grantee to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand by Grantee.

d. With respect to asbestos, the description of the Property provided to Grantee is based on the best information available to Grantor and is believed to be correct, but any error or omission with respect to asbestos, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance by Grantee of its obligations under any document relating to the Property by which Grantee is bound or any claim by the Grantee against the Grantor, including, without limitation, any claim for allowance, refund or deduction from the purchase price.

e. Grantor assumes no liability for damages for personal injury, illness, disability or death to Grantee, or to Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether Grantee, its successors or assigns has or have properly been warned or failed to properly to warn the individual(s) injured. The previous sentence shall not release Grantor from any liability for exposure to asbestos by third parties prior to the date of possession of the Property by the Master Developer (as defined in the Declaration of Covenants) under the Master Lease (as defined in the Declaration of Covenants) or caused or exacerbated by Grantor thereafter.

f. Grantee further agrees that in its use and occupancy of the Property, it will comply with all Federal, state, and local laws relating to asbestos.

13. Grantor hereby notifies Grantee, and Grantee does hereby acknowledge that all buildings on the Property that were constructed prior to 1978 are presumed to contain lead-based paint. Grantee is on notice as to lead-based paint at the Property prior to the date hereof and acknowledges that such Property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead based paint hazards from risk assessment or inspections in the seller's possession and notify the buyer of any known lead based paint hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to converting the Property to a residential dwelling.
14. The holder of title to the Property covenants, by accepting a deed to the Property, that it shall not discriminate against any individual or business entity on the basis of race, color, gender, disability, religion or national origin in (a) the use, occupancy, sale or lease of the Property; (b) the selection of construction subcontractors, vendors or suppliers; or (c) any employment practices with respect to employees employed at or in connection with the Property. Grantor shall be deemed a beneficiary of this covenant without regard to whether it continues to own any portion of the property commonly known as the Southeast Federal Center or lease any portion of the project to be constructed thereon and Grantor shall have the right to enforce this covenant in any court of competent jurisdiction.
15. Unless otherwise specified, all the covenants, conditions and restrictions in this Deed shall be binding upon, and shall inure to the benefit of, Grantor and the successors and assigns of Grantor, and Grantee and the successors and assigns of Grantee.
16. Reserved.
17. Any notice or demand required or allowed under this Deed to be given to Grantor shall be in writing and may be delivered by (i) registered or certified mail, return receipt requested; (ii) personal delivery by a reputable delivery service; or (iii) overnight delivery such as FedEx or other similarly reputable carrier, addressed as follows: U.S. General Services Administration, 7th and D Streets, S.W., Washington, D.C. 20407, Attention: Regional Commissioner, with a copy to U.S. General Services Administration, 7th and D Streets, S.W.,

Room 7048, Washington, D.C. 20407, Attention: Regional Counsel, with a copy to U.S. General Services Administration, 7th and D Streets, S.W., Room 7600, Washington, D.C. 20407, Attention: Southeast Federal Center – Project Executive.

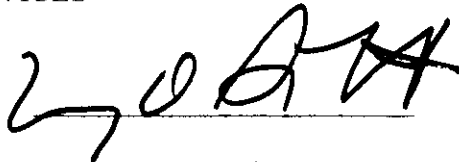
18. The covenants, restrictions and limitations in this Deed are real covenants, limitations, and restrictions and shall run with and bind the land constituting the Property.
19. Execution of the “Acceptance” signature block below will be deemed acceptance by Grantee of the terms of this Deed.
20. Pursuant to D.C. Code Ann. (2001), § 42-608(b), GSA states: (a) the characteristic of the soil on the Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia at the back of that publication is “urban land”, and (b) for further information, Grantee can contact a soil testing laboratory, the District of Columbia Department of Environmental Services or the Soil Conservation Service of the Department of Agriculture.
21. In accordance with the requirements of Section 3(g) of the District of Columbia Underground Storage Tank Management Act of 1990, as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992, GSA is required to inform Grantee in writing of the existence of any underground storage tanks at the Property. Grantee acknowledges receipt of such notice.

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IN WITNESS WHEREOF, Grantor, on the day and year first written above, has caused this Deed to be executed on behalf of itself by its REGIONAL COMMISSIONER

UNITED STATES OF AMERICA

Acting by and through the
ADMINISTRATOR OF GENERAL
SERVICES

By: 

Name: MARY GIBERT

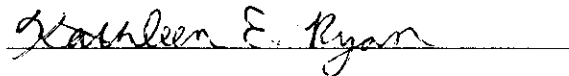
Title: REGIONAL COMMISSIONER

DISTRICT OF COLUMBIA:

I hereby certify that on this 24 day of AUGUST, 20 17, before me, a Notary Public for the District of Columbia, personally appeared MARY GIBERT known to me or satisfactorily proven to be the person whose name is subscribed in the foregoing instrument, who acknowledged that s/he is the REGIONAL COMMISSIONER of the United States General Services Administration, Grantor, an agency of the United States of America, that s/he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said General Services Administration for the purposes therein set forth, and the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and notarial seal.

SEAL



Notary Public

Commission expires: MARCH 14, 2019



ACCEPTED BY GRANTEE:

FC 227, LLC, a Delaware limited liability company

By: EPDL-L2, LLC, a Delaware limited liability company, its sole member

By: [Signature]
David J. Levey
Authorized Signatory

By: _____
Edward Pelavin
Authorized Signatory

STATE/CITY OF: State of Ohio, Cuyahoga County

I hereby certify that on this 13 day of February, 2018, before me, a Notary Public for the above jurisdiction, personally appeared David J. Levey, known to me or satisfactorily proven to be the person whose name is subscribed in the foregoing instrument, who acknowledged that he is an Authorized Signatory of EPDL-L2, LLC, the sole member of the Grantee, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said sole member of Grantee for the purposes therein set forth, and the same is Grantee's act and deed.

IN WITNESS WHEREOF, I have set my hand and notarial seal.

SEAL

[Signature]
Notary Public

My commission expires: August 15, 2021



RHONDA TOWNSEND
Notary Public
STATE OF OHIO
My Commission Expires
August 15, 2021

ACCEPTED BY GRANTEE:

FC 227, LLC, a Delaware limited liability company

By: EPDL-L2, LLC, a Delaware limited liability company, its sole member

By: _____

David J. Levey
Authorized Signatory



By: _____

Edward Pelavin
Authorized Signatory

STATE/CITY OF:

I hereby certify that on this ___ day of _____, 2018, before me, a Notary Public for the above jurisdiction, personally appeared David J. Levey, known to me or satisfactorily proven to be the person whose name is subscribed in the foregoing instrument, who acknowledged that he is an Authorized Signatory of EPDL-L2, LLC, the sole member of the Grantee, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said sole member of Grantee for the purposes therein set forth, and the same is Grantee's act and deed.

IN WITNESS WHEREOF, I have set my hand and notarial seal.

SEAL

Notary Public

My commission expires: _____

STATE/CITY OF:

I hereby certify that on this ___ day of _____, 2018, before me, a Notary Public for the above jurisdiction, personally appeared Edward Pelavin, known to me or satisfactorily proven to be the person whose name is subscribed in the foregoing instrument, who acknowledged that he is an Authorized Signatory of EPDL-L2, LLC, the sole member of the Grantee, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said sole member of Grantee for the purposes therein set forth, and the same is Grantee's act and deed.

IN WITNESS WHEREOF, I have set my hand and notarial seal.

SEAL

See Attached

Notary Public

My commission expires: _____

EXHIBIT A TO DEED

Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Washington in the District of Columbia and being more particularly described as follows:

PART OF LOT 14, SQUARE 771 IN A SUBDIVISION MADE BY THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION AND ITS AUTHORIZED REPRESENTATIVES AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR FOR THE DISTRICT OF COLUMBIA IN LIBER 210 FOLIO 176 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 14, SQUARE 771, SAID NORTHEAST CORNER MARKING THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF TINGEY STREET, S.E., WITH THE WESTERLY LINE OF THIRD STREET, S.E.. THENCE WITH SAID WESTERLY LINE;

1. DUE SOUTH, 70.00 FEET TO THE PLACE OF BEGINNING, THENCE CONTINUING WITH SAID WESTERLY LINE;
2. DUE SOUTH, 274.31 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY LINE OF SAID THIRD STREET, S.E., WITH THE NORTHERLY LINE OF WATER STREET, S.E., THENCE WITH SAID NORTHERLY LINE;
3. SOUTH 64 DEGREES 48 MINUTES 00 SECONDS WEST, 198.38 FEET, TO THE SAID INTERSECTION OF THE NORTHERLY LINE OF WATER STREET, S.E., WITH THE EASTERLY LINE OF SECOND STREET, S.E., THENCE WITH SAID EASTERLY LINE;
4. DUE NORTH, 358.78 FEET, THENCE DEPARTING SAID EASTERLY LINE OF SECOND STREET, S.E., AND WITH A LINE THROUGH SAID LOT 14, SQUARE 771;
5. DUE EAST, 179.50 FEET TO THE PLACE OF BEGINNING, CONTAINING 56,820 SQUARE FEET, MORE OR LESS.

NOTE: AS OF THE DATE HEREOF, THE ABOVE DESCRIBED PROPERTY IS NOW KNOWN FOR ASSESSMENT AND TAXATION PURPOSES AS LOT EIGHT HUNDRED SEVENTEEN (817) IN SQUARE SEVEN HUNDRED SEVENTY-ONE (771).

EXHIBIT B TO DEED

Reserved

EXHIBIT C TO DEED

Restrictions relating to RCRA Order and/or EPA Restrictions Per CERCLA

Groundwater beneath the property shall not be used for any purpose other than environmental monitoring and testing.

Within 30 days of a written request by EPA, the then current owner of the Property shall submit to EPA written documentation stating whether or not the above restriction is being complied with.

Within 30 days after the then current owner of the Property becomes aware of any noncompliance with the above restriction, the then current owner of the Property shall submit to EPA written documentation describing the noncompliance.

Within 30 days after the transfer of the Property (but not including the within transfer of the Property by GSA to Grantee), the transferee shall submit to EPA written documentation describing the compliance status with the above restriction as of the time of such transfer.

EXHIBIT D TO DEED

Reserved

EXHIBIT E TO DEED

Concentrations and Locations of Contamination

None