
**HISTORIC PRESERVATION REVIEW BOARD
STAFF REPORT AND RECOMMENDATION**

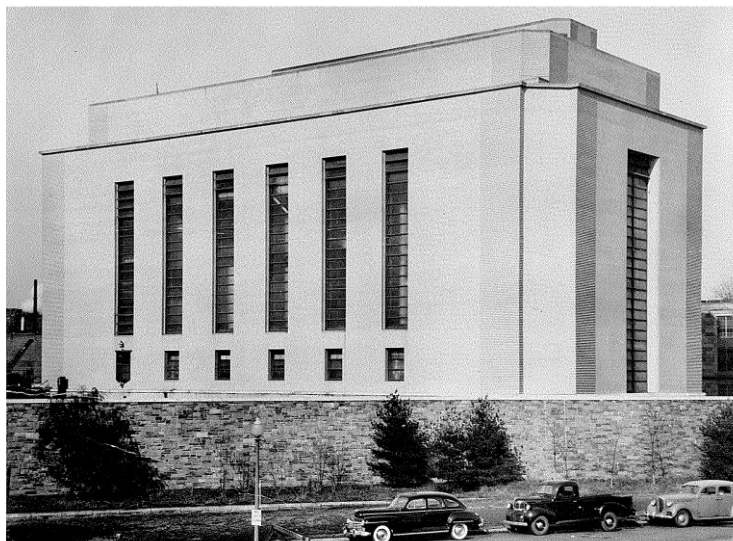
Landmark/District: **Georgetown Historic District** (x) Agenda
Address: **1051/1055 29th Street NW (West Heating Plant)**

Meeting Date: **November 2, 2017** (x) Concept design
Case Number: **17-263** (x) Demolition
(x) New construction
(x) Site alterations

The applicant, property owner Georgetown 29K Acquisition LLC, requests the Board’s review of a concept application to redevelop the West Heating Plant. The project involves preservation of the street façade, replacement of most of the building with new construction, and creation of a public park on a portion of the property.

West Heating Plant

The West Heating Plant is a prominent Art-Moderne building constructed between 1943 and 1948; it was designed by William Dewey Foster with the leadership of Gilbert Stanley Underwood of the Public Works Administration, precursor to the U.S. General Services Administration. With its heroic massing and abstracted detailing, the building is exemplary of the aspirational public architecture of the late-New Deal era, and is the most expressive of its kind in Washington. It is also a contributing structure within the Georgetown Historic District, and the last in a series of large-scale industrial buildings associated with the Georgetown waterfront. Historic photographs of the heating plant help to convey its architectural character when new.



Historic view from of the West Heating Plant as seen from the city

Background

The West Heating Plant is subject to several historic preservation and design review authorities, and this is the first opportunity for the Board to consider the project. As the property is in Georgetown and adjacent to protected federal land, it is subject to review by both the U.S. Commission of Fine Arts and the Historic Preservation Review Board. In addition, there is a federal historic and cultural preservation covenant in the deed that requires the property to be treated in accordance with the historic preservation standards and guidelines established by the Secretary of the Interior.

Given the procedural complexity of these overlapping jurisdictions, the Office of Planning (OP) established a process for the applicant to follow in reconciling the multiple reviews and seeking approvals for the project. Once the Commission of Fine Arts and Review Board have given their recommendations to the Director of the Office of Planning in his capacity as the Mayor's Agent under the District's preservation law, the Mayor's Agent's hearing officer will hold a public hearing and make recommended determinations. The Director will then issue a final decision, including guidance to the State Historic Preservation Officer on issues relevant to the covenant.

Commission of Fine Arts Review

The project is subject to review by the U.S. Commission of Fine Arts under the Old Georgetown Act and Shipstead-Luce Act.¹ The applicant first submitted the project to the Commission in 2013, and it has been under the Commission's review since then. This has involved work with the staff as well as presentations to the Commission and its Old Georgetown Board. In several reviews, including most recently in May 2017, the Old Georgetown Board consistently recommended a design concept that rehabilitates the building in accordance with preservation standards.

The Commission of Fine Arts did not adopt the Old Georgetown Board's recommendation in May 2017, but approved the concept with recommendations. Recognizing that the project is fundamentally a new building, the Commission suggested a more creative and innovative design that would interpret the historic building's character less literally. After revising the concept in response, the applicant returned to the Commission for an endorsement in September 2017, and then requested referral to the Review Board.

DC Historic Preservation Law Review

Concurrently with the Fine Arts review, the Office of Planning (OP) has engaged with the applicant to promote coordination with the review process under the District's historic preservation law. Historic Preservation Office (HPO) and other OP staff met six times with the applicants and their design team between May 2016 and February 2017 to provide feedback on the proposal, discuss the types of questions they might receive from the Old Georgetown Board, Historic Preservation Review Board, and Mayor's Agent, and encourage them to consider how

¹ The heating plant is a contributing building in the Georgetown Historic District. The Shipstead-Luce Act gives the Commission authority to review the impact of the project design on Rock Creek and Potomac Parkway, which abuts the site. The Commission is not a historic preservation review body, but sends its advisory recommendations to the District of Columbia for consideration.

their project could better respond to the preservation standards under which it would be evaluated.

During this process, OP staff attempted to assist the applicants by identifying important design characteristics and specific features of the building that they should consider retaining or reconstructing to preserve the building's essential character, even if they felt that meeting the Secretary of the Interior's Standards was not feasible. Through this series of meetings, the applicants revised the project to retain the building's stone base, the distinctive rusticated detailing at the corners, and the proportions and rhythm of window openings to the walls. The revision responded to OP's recommendation to retain the muscularity and heft of the heating plant's architectural expression, and included an evocation of the penthouse to retain the distinctive roof profile. This was the concept submitted to CFA for review in May 2017.

Historic Preservation Covenant

In addition to the Review Board and Fine Arts procedures, the heating plant is subject to a historic and cultural preservation covenant resulting from the Section 106 review process under the National Historic Preservation Act. Although the project's compliance with the covenant is not before the Review Board, we mention it to provide a full picture of the reviews to which the project is subject. The General Services Administration placed the covenant in the deed of sale to protect the historic character of the property after its transfer out of federal government ownership. Such covenants are a typical mechanism used by federal agencies to ensure that protections equivalent to those provided under federal law remain in place through a legally enforceable mechanism after transfer to a private entity. The covenant allows the agency to fulfill its historic preservation obligations under federal law.

The West Heating Plant covenant is included as Attachment 1 (see page 13). It requires that any construction on the West Heating Plant property be consistent with the recommended approaches in the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Rehabilitating Historic Buildings*. This 240-page document is available at www.nps.gov/tps/standards.htm.²

Application of the Secretary's Standards

The Secretary of the Interior's Standards for Rehabilitation are included in the District's historic preservation regulations (DCMR 10-C § 2003), which note that the Board and HPO staff may apply the standards in project review. The regulations state that rehabilitation meeting the Secretary's Standards is considered compatible with the character of historic properties.

Secretary of the Interior's Standards and Guidelines

The Secretary's Standards for treating historic properties are nationally used historic preservation principles stated in non-technical language. They express basic concepts about maintaining, repairing, and replacing historic materials, as well as making alterations and designing new additions.

² The covenant cites the Standards and Guidelines "as the same may be amended from time to time." The most recent version, dated 2017, is cited in this report.

The Guidelines accompanying the Standards offer design and technical recommendations to assist in applying the Standards to specific property. Together, they provide a framework to guide decisions about managing and sustaining historic property. They are applied to all types of historic buildings and building conditions, and address both exterior and interior issues, as well as site and landscape features, and related new construction.

The Standards offer four distinct approaches to the treatment of historic properties—preservation, rehabilitation, restoration, and reconstruction, with guidelines for each. Elements of all four treatment approaches may apply to aspects of the West Heating Plant project, but the most pertinent treatment is rehabilitation.

Standards for Rehabilitation

The following ten principles comprise the Secretary's Standards for Rehabilitation:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Guidelines for Rehabilitating Historic Buildings

The Secretary's Rehabilitation Guidelines are much more detailed than the Standards, running to nearly ninety illustrated pages in the printed document. The Guidelines begin with an introduction on what distinguishes rehabilitation from other preservation treatments:

In Rehabilitation, historic building materials and character-defining features are protected and maintained as they are in the treatment Preservation. However, greater latitude is given in the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings to replace extensively deteriorated, damaged, or missing features using either the same material or compatible substitute materials. Of the four treatments, only Rehabilitation allows alterations and the construction of a new addition, if necessary for a continuing or new use for the historic building.

The Guidelines then describe a recommended sequence for determining appropriate building treatments:

Identify, Retain, and Preserve Historic Materials and Features: The guidance for the treatment Rehabilitation begins with recommendations to identify the form and detailing of those architectural materials and features that are important in defining the building's historic character and which must be retained to preserve that character. Therefore, guidance on identifying, retaining, and preserving character-defining features is always given first.

Protect and Maintain Historic Materials and Features: After identifying those materials and features that are important and must be retained in the process of Rehabilitation work, then protecting and maintaining them are addressed. Protection generally involves the least degree of intervention and is preparatory to other work. Protection includes the maintenance of historic materials and features as well as ensuring that the property is protected before and during rehabilitation work. A historic building undergoing rehabilitation will often require more extensive work. Thus, an overall evaluation of its physical condition should always begin at this level.

Repair Historic Materials and Features: Next, when the physical condition of character-defining materials and features warrants additional work, repairing is recommended. Rehabilitation guidance for the repair of historic materials, such as masonry, again begins with the least degree of intervention possible. In rehabilitation, repairing also includes the limited replacement in kind or with a compatible substitute material of extensively deteriorated or missing components of features when there are surviving prototypes features that can be substantiated by documentary and physical evidence. Although using the same kind of material is always the preferred option, a substitute material may be an acceptable alternative if the form, design, and scale, as well as the substitute material itself, can effectively replicate the appearance of the remaining features.

Replace Deteriorated Historic Materials and Features: Following repair in the hierarchy, Rehabilitation guidance is provided for replacing an entire character-defining feature with new material because the level of deterioration or damage of materials precludes repair. If the missing feature is character defining or if it is critical to the survival of the building (e.g., a roof), it should be replaced to match the historic feature based on physical or historic documentation of its form and detailing. As with repair, the preferred option is always replacement of the entire feature in kind (i.e., with the same material, such as wood for wood). However, when this is not feasible, a compatible substitute material that can reproduce the overall appearance of the historic material may be considered. It should be noted that, while the National Park Service guidelines recommend the replacement of an entire character-defining feature that is

extensively deteriorated, the guidelines never recommend removal and replacement with new material of a feature that could reasonably be repaired and, thus, preserved.

After this introduction, the guidelines specify treatments that are recommended, or not recommended, for various building components: masonry, wood, metals, roofs, windows, entrances and porches, storefronts, curtain walls, structural systems, mechanical systems, and interior spaces, features, and finishes. The final sections address the building site, neighborhood setting, code-required work, resilience, and new additions.

Evaluation of Proposed Design Approach and Preservation Plan

The applicant's submission includes an introductory description by preservation consultant EHT Traceries, entitled "West Heating Plant: Existing Conditions, Design Approach & Preservation Plan Report Abstract" (Attachment 2). This abstract presents the applicant's strategy for dealing with its central claim about the building, namely that deteriorated conditions and hazardous materials mean that most of the facades cannot be preserved. The report outlines the preservation and design approach taken in response to that claim:

With these constraints in mind, the developers and design team were tasked with finding a solution that would preserve what can be preserved, and would honor what could not. While most of the WHP cannot be preserved, that which is will rigorously follow the Secretary of the Interior's Standards for the Treatment of Historic Properties. Furthermore, to the extent feasible, the development team seeks [to] salvage and incorporate pieces of the heating plant equipment as art either in the building's public spaces or in the public park. Upon receiving CFA's encouragement to be "even more creative in terms of the way you would interpret the original building," the design team has created a scheme that draws inspiration from the energy, water, and construction technologies incorporated into the WHP's original design and operations. The design, which features a residential building and public park, celebrates, incorporates, and modernizes the technologies that were inherent to this twentieth-century industrial site.

Rather than rebuild a literal replica of the existing structure, an approach not supported by the Secretary of the Interior's Standards for Treatment of Historic Resources ("Secretary's Standards"), a design inspired by the unique truss frame of the heating plant and the industrial memory of the structure and site has been proposed. This report offers a framework for an understanding and evaluation of this design for both the building and park.

This statement is not only inaccurate in part,³ but it is also not consistent with the methodology of the Secretary's Standards, which is described in detail above and in summary as follows:

- First, identify character-defining features;
- Protect and maintain those features;
- Then if necessary, repair with the least degree of intervention possible, including limited replacement in kind;
- And finally, if damage precludes repair, replace an entire character-defining feature in kind.

³ One of the four sections of Secretary's Standards addresses reconstruction of historic structures in appropriate circumstances. The section is illustrated by seven historically accurate "literal" replicas, including the 1949 reconstruction of the McLean House at Appomattox (based on measured drawings of the original), the 1964 reconstruction of San Francisco's Palace of Fine Arts (built of temporary materials in 1915), and the recent reconstruction of an 1890 Lake Pontchartrain lighthouse destroyed by Hurricane Katrina.

This methodology applies equally to building elements that can be preserved and those that cannot be repaired.

The applicant contends that deterioration and contamination of the brick facades and structural steel frame require their demolition. This condition can be evaluated under the Secretary's Standards and Guidelines. First, the structural steel framing is mostly hidden from view, so necessary structural repairs and modification can be made. The facades, however, have been identified as character-defining features of the exterior, which include the buff-colored brick; large expanses of smooth, unadorned wall surfaces; ornamental use of brick on building corners; stone veneer on the basement/watertable; vertical bands of metal-sash industrial windows; rounded, streamlined corners framing central window on west façade; the stepped flat roof; and other elements.⁴

For deteriorated brick facades, the Rehabilitation Guidelines recommend:

Replacing in kind an entire masonry feature that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples can include large sections of a wall, a cornice, pier, or parapet. If using the same kind of material is not feasible, then a compatible substitute material may be considered.

Treatments that are *not* recommended include:

Removing a masonry feature that is unreparable and not replacing it, or replacing it with a new feature that does not match.

Using substitute material for the replacement that does not convey the same appearance of the surviving components of the masonry feature.

Creating an inaccurate appearance because the replacement for the missing masonry feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building.

In general, the applicant's concept design does not follow the recommended treatment, but instead reflects the three treatments that are not recommended. This is not consistent with the Standards and Guidelines.

In one respect, however, the concept design does follow the treatment recommendations, by retaining the west-facing street façade with its corner returns. The concept proposal is unclear on how much of the street façade would be retained intact and how much replaced in kind, but if its retention is possible, then similar solutions could be explored for other facades. This was an aim of the process that OP undertook with the applicant in 2016 and 2017, in seeking to encourage a design approach that would achieve development goals while reducing preservation conflicts. The concept developed after discussions with the OP staff and presented to the Commission of Fine Arts last May included a reconstruction of the east facade, albeit with a widened window bay, as well as the north and south facades, retaining much of their configuration in terms of the monumental window bays and contrasting plain brick panels. OP supported the applicant's

⁴ See GSA's 2012 Determination of Eligibility.

progress in its comments to the Commission in May, and continues to encourage further advancement along this positive path.

Illustrative Comparisons

Numerous examples here in Washington illustrate successful application of the treatments recommended in the Secretary's Standards for severely deteriorated historic buildings. Some of these projects came about not just from condition issues, but all demonstrate the feasibility of the repair, replacement, and reconstruction techniques discussed in the Standards and Guidelines. Perhaps most notably, in the 1980s and 90s, the Pennsylvania Avenue Development Corporation oversaw a historic preservation program that addressed the twin challenges of historic building deterioration and mandated redevelopment within a historic area. Private developers have sponsored similar projects. Many of these examples involved technically demanding reconstructions of ornamented facades, either through complete disassembly and reassembly of the historic materials in the same location, or using a combination of historic and new materials (see Attachment 3).

Summary

As noted above, the Secretary's Standards and Guidelines for Rehabilitation are distinguishable from other preservation standards in giving greater latitude to replace extensively deteriorated, damaged, or missing features using either the same material or compatible substitute materials. The clear preference is for preservation and repair, but ultimately, if the preferable methods are not possible, the Standards and Guidelines allow the kind of accurate replacement and reconstruction that the applicant's concept design submissions show to be possible, though not yet achieved in the versions submitted. They do not give unlimited latitude to design from scratch when building systems are extensively deteriorated.

The applicant's desire to salvage and incorporate pieces of the heating plant equipment on site as art is admirable, as is drawing inspiration from the energy, water, and construction technologies reflected in the historic plant. The aesthetic recommendation of the Commission of Fine Arts to be "even more creative" in interpreting the original building is also understandable, but none of these worthy objectives supersede the obligation to follow the preservation standards applied to the property.

Window Issues

All of the conceptual designs the applicant has put forth so far have been premised on substantial demolition of the structure, except for retention of the building base. The concepts have also increased the proportion of windows to wall surface in the reconstructed facades. This is beneficial for residential use of the structure, especially high-end residential units, to which large expanses of glass and a prime riverfront view add significant value. Other residential concepts and other potential reuses could be less dependent on expansive windows for wide-open views.

The applicant is faced with the task of formulating a project within the rules and guidance established by GSA in the property auction. That guidance included comments from the Office of Planning on questions that had been raised by potential bidders (see Attachment 4). Part of these comments addressed windows:

GSA's determination that the property is individually eligible for listing on the National Register of Historic Places and its requirement to apply the Secretary of the Interior's Standards for Rehabilitation suggest that layouts for residential or other use should rely on the natural light provided by the existing character-defining 9-foot-wide window panels that run nearly the full height of the building, without introducing new openings into the contrasting solid wall panels that are also character-defining features of the building. The opportunity may exist for additional openings behind the parapet at the sixth floor level, at the basement level facing the coal yard, and in the roof to allow skylights in a manner that would not affect important characteristics of the building. Since the National Park Service applies the same standards for reviewing projects for certified rehabilitation, this approach would appear to maintain consistency with the requirements that apply for obtaining the federal rehabilitation tax credit.

While the Secretary's Standards may limit the benefit of more windows, they do not deprive the applicant of reasonable beneficial use of the property. Many historic industrial buildings have been converted successfully to residential and other uses here and elsewhere. The Historic Preservation Office is prepared to continue working with the applicant to achieve a similarly successful rehabilitation of the West Heating Plant.

Review of Concept Design Components

The applicant's design concept is illustrated in the extensive booklet of plans submitted with the application. The plans are the same as those submitted to the Commission of Fine Arts for its September 2017 review.

Demolition

The plans call for demolition of most of the building: nearly all of the supporting structure, all of the roof and penthouses, and at least 80 percent of the exterior walls, including the east façade facing Rock Creek and Potomac Parkway and the city. It appears that the main floor is to be removed as well, as the proposed ground-floor height would be lowered to the sidewalk grade.

What would remain is most of the 29th Street façade—the steel structure and its exterior brick wall, returning eleven feet around the north and south sides to retain the character-defining “streamlining” of projecting brick at the corner. In addition, the applicant proposes to retain part of the stone-faced base.⁵

Without access to an engineering expert, the Historic Preservation Office must rely on the technical reports prepared by the applicant's engineer and the peer review engineer brought in at the request of the Commission of Fine Arts. The engineering experts concur that there are significant structural concerns with the building, but differ on the extent of intervention necessary for repair. One of the tasks facing the Mayor's Agent's hearing officer will be to weigh the testimony on this question and issue pertinent findings.

Whatever the extent of deterioration in the brick facades, the District's historic preservation design guidelines for walls and foundations follow a similar approach to the Secretary's Standards, recommending repair as the first option, and in-kind replacement as needed:

⁵ This is necessary for approval to rebuild to the existing height.

Consideration should first be given to repairing only those areas needing attention, using in-kind materials; in other words, using the same types of materials as the existing. If deterioration is extensive, replacing the entire wall or foundation may be required. If this is necessary, the owner should first investigate the feasibility of replacing it in-kind. Only after in-kind replacement has been shown not to be economically or technically feasible, should the owner consider replacing the wall or foundation in a substitute material that is chemically and physically compatible with adjacent materials and is similar in appearance to the existing material.⁶

The proposed demolition does not retain the historic structure, and thus is not consistent with the purposes of the District's historic preservation law.

New Construction

The proposed replacement building approximates the 110-foot height of the heating plant, with penthouses above that height. Its massing is similar to the existing, but without the chamfered corners that add vertical emphasis to the east end of the heating plant. A two-step penthouse also reflects the existing configuration.

Unlike the heating plant, the new facades are fully glazed, with a wickerwork of moveable bronze-colored sunscreens outboard of the windows, along the plane of the existing facades. Crisscross bracing visible behind the sunscreens recalls the heating plant's internal structure. On the east side of the building, balconies overlook Rock Creek on each floor, with balustrade enclosures in the same vocabulary as the sunscreens.

The historic 29th Street façade is retained or reconstructed in kind, but at its ground floor, a large horizontal slice of the brick and stone is removed for the insertion of a steel I-beam that supports the wall above and allows for a ribbon of windows below. This beam continues as a cap along the length of the 29th Street stone wall.

Site Work

The southern half of the square is proposed to be an enclosed park, in an area designated for open space in the Comprehensive Plan. The park would occupy the roof of a parking garage entered at ground level. The property would also be connected by a landscaped path and bridge to National Park Service land on the opposite side of the Chesapeake and Ohio Canal.

The park design extends the spirit of the architectural design into the landscape, creating a unified composition. Some ideas, such as the continuous I-beam and pergola atop the site wall on 29th Street, do not appear compatible with the historic property or district, and should be reconsidered. Otherwise, the concept design for the park does not raise consequential historic preservation issues.

Analysis

The Office of Planning continues to recommend rehabilitation as the appropriate approach for the heating plant, with reconstruction limited to what is necessary to achieve rehabilitation. This approach has the advantage of historic authenticity, reusing a structure that embodies the legacy

⁶ Office of Planning, *District of Columbia Historic Preservation Guidelines: Walls and Foundations of Historic Buildings*.

of the New Deal era and Georgetown industry in its heroic scale and mid-century architectural modernity. New construction at the same scale lacks that advantage, making it difficult to maintain compatibility with the character of the historic surroundings.

Adaptive use of the heating plant would use the full volume of the existing building, but if the building is demolished, review of new construction under the preservation law would involve applying the Board's guidelines for compatibility. The Board's guidelines for new construction state:

While a new building does not necessarily need to be exactly the same height as its neighbors to be compatible, it should be designed to respect existing building heights. For example, a new five-story building in a block of two- and three-story buildings usually detracts from the character of a street. Similarly, a new one-story building in a block of four- or five-story buildings will be out of character.⁷

The site's closest historic buildings are a two-story warehouse (built 1926) and two-story rowhouses (built 1875) across the street. Its other neighbors are non-contributing modern buildings that top out at about 70 feet and are often broken up with setbacks above lower wings. New construction that is significantly higher would need to address the issue of compatibility with the historic district.

Putting aside the issue of height, the proposed facades are executed with sophistication and flair. The inspiration from steel construction technology is evident; in addition to the I-beam along the street façade, the bronze-colored metal screens contribute to this expression (see pages 88 and 89 of the plans).

Although the horizontal strips forming the screens could be seen as extensions of the streamlining motif in the old brick corners, otherwise the joined façades are very different. Where the heating plant is expressed as a sculpted brick volume, the new building exhibits a textural veil enclosing a glass box. The heating plant façades are dominated by alternating panels of brick and glass, strongly vertical in expression, with the windows set in shadowed recesses that emphasize the massive brick walls.⁸ The new façades are a more neutral grid of square elements, with neither vertical nor horizontal dominating, except on the east façade. The metal screens and glass skin de-emphasize solidity as the dominant building image. Instead, visual interest is suggested in the accidental patterns created by the moveable screens. Similarly, at night, the dark-colored metal wickerwork allows changing window lighting to express the architectural character (see page 93).

Visual contrast can be invigorating, but the design concept is constrained by the attempt to honor the historic building in the new one, which compromises the benefits of each approach. The architectural character of the heating plant comes from not from its structural framing, which is entirely hidden from public view, but from the expressive strength of the massive brick walls and soaring industrial windows. Replacing most of the historic facades with an evocation of the underlying structure does not retain the historic building's architectural integrity.

⁷ Office of Planning, *District of Columbia Historic Preservation Guidelines: New Construction in Historic Districts*.

⁸ In current photographs of the building, the recessed windows are obscured by non-historic window screens that visually flatten the north and south facades.

Conversely, the attachment of the new design to the historic street façade frames one side of an otherwise balanced composition, but not the other side facing the city. Boxed in by a pre-determined massing, the proposed new east façade is ponderous and horizontal in comparison to the historic original, with its combination of corner chamfers and stepped penthouses that combine to accentuate a vertical expression.

If the Mayor's Agent determines that the historic building does not have to be preserved, a new design would be improved by freedom from artificial constraints with limited historic preservation value. As a modern building, it would need to be compatible with the historic district in scale, massing, and architectural expression.

Recommendation

HPO recommends that the Board adopt the following recommendations:

- *The project would not retain the historic building, and is thus not consistent with the purposes of the historic preservation law;*
- *The concept design does not follow the recommended approaches in the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for Rehabilitating Historic Buildings;*
- *The concept design shows that repair, or if necessary, in-kind reconstruction of the brick facades is a technically feasible response to irreparable deterioration;*
- *The proposed concept attempts a compromise that is architecturally unconvincing and does not achieve meaningful historic preservation; and*
- *For a proposed concept that is almost entirely new construction, the applicant needs to resolve how the 110-foot height is consistent with the Board's guidelines for compatibility with the Georgetown Historic District.*

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 20th day of JUNE 2013, between the United States of America, acting by and through the Administrator of the General Services, under and pursuant to the powers and authority contained in the provisions of the Property Act, 40 U.S.C. §§ 541-545 (formerly the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as revised and re-codified by Pub. L. No. 107-217), and regulations and orders promulgated thereunder, as **Grantor**, and Georgetown 29K Acquisition, LLC, a Delaware Limited Liability Company, whose mailing address is 667 Madison Avenue, 23rd Floor, New York, NY 10065, as **Grantee**.

WITNESSETH:

Grantor, for consideration of NINETEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$19,500,000.00), receipt whereof is hereby acknowledged, does hereby grant, convey, remise, remit, and forever quitclaim unto Grantee all right, title, interest and claim of Grantor (if any and without warranty), in and to the property described in Exhibit A hereto (hereinafter, "the Property".)

Grantor has determined that the sale of this property on the terms contained herein is consistent with the objectives and requirements for the sale of surplus real property as set forth in 40 U.S.C. § 545(a)(4).

SUBJECT TO any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for purposes including, but not limited to, highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein, as well as any and all rights and reservations required by federal law and/or regulations upon conveyance of federal property.

Grantee acknowledges the reservation for air rights to accommodate the Whitehurst Freeway as articulated in D.C. Formal Agreement No. 2257 for the construction of the Potomac River Freeway (Whitehurst Freeway) recorded July 3, 1963 in Liber 12025 at folio 396. The accompanying Transfer of Jurisdiction of air rights and land for highway purposes is shown on the plat recorded in Liber 139 at folio 13.

Grantee acknowledges the sewer easement running North-South through the property as set forth in a Release recorded June 25, 1940 in Liber 7489 at folio 69.

Grantee covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof that the said Grantee and such successors, and assigns shall not discriminate upon the basis of race, color,

religion, national origin, or sex in the use, occupancy, sale or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein within the locality of the property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

This Conveyance is also subject to the following:

A. NOTICE AND COVENANTS REGARDING HAZARDOUS SUBSTANCE ACTIVITY.

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that certain hazardous substances have been released or disposed of or stored for one year or more on the Property.

1. The Property is conveyed subject to the following:

(a.) Grantees and their assigns and successors, are hereby notified that barium, chromium, lead, mercury, TPH, acetone, benzo(a)anthracene, benzo(b)fluoranthene, benzo(g,h)perylene, benzo(k)fluoranthene chrysene, benzo(a)pyrene, fluoranthene, indeno(1,2,3-c,d)pyrene, phenanthrene, pyrene, may have been released on the property,

some of which are characterized as volatile organic compounds (VOC). These releases have the potential of being sources of contamination that, when accumulated within structures, are characterized as forms of "vapor intrusion" by various Federal and State environmental regulatory agencies and environmental consensus standard organizations. In particular:

- The U.S. Environmental Protection Agency, Office of Solid Waste and Emergency Response, has published draft guidance entitled "OSWER Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils";

- The Interstate Technology and Regulatory Council has a vapor intrusion team in place which has, in turn, developed guidance for its member States on how to address the risks posed by vapor intrusion, including:

- VI-1 -- Vapor Intrusion Pathway: A Practical Guideline, and

- VI-1A -- Vapor Intrusion Pathway: Investigative Approaches for Typical Scenarios

- The American Society for Testing and Materials (ASTM) established a task group entitled ASTM E 50.02.06 to develop a standard to assess vapor intrusion as it relates to property transactions, and has published a ASTM E2600 – 10, a Standard Guide for

Vapor Encroachment Screening on Property Involved in Real Estate Transactions,
obtainable at this website:

<http://www.astm.org/Standards/E2600.htm>.

The levels of these VOCs, whether present in either underlying soils or groundwater or both, have been determined, in their current state and in light of the current state of property use, to not be actionable by Federal and State environmental regulatory authorities. Nonetheless, Grantee is placed on notice that based on current scientific understanding of the risks associated with volatile chemical vapor intrusion, it is possible that future development on the property that involves the alteration of current structures or creation of new structures, may provide a preferential pathway for such volatile chemicals, and thus may require consideration of construction methods to limit or prevent such intrusions.

Should such construction methods be undertaken by the Grantee, its assigns or successors, the costs of addressing such intrusion shall be borne exclusively by the Grantee and its assigns or successors, and not the United States. Furthermore, the determination to pursue methodologies to reduce the potential for vapor intrusion is not within the scope of releases that would make a response action necessary under CERCLA Sec. 120(h)(3)(A).

(b.) Grantee (which term includes Grantee's successors and assigns) is hereby prohibited from using the groundwater located below the surface of the Property (but may dewater the Property to permit construction). Furthermore, ownership of the groundwater is being retained by the Grantor. Should the Grantee desire to undertake a cleanup of the groundwater to allow for use of said groundwater, or to establish that a restriction on use is no longer necessary (in whole or in part) it will seek permission from Federal and District of Columbia regulators to undertake such an action or study. Should permission for such an undertaking be granted, upon completion of the proposed action by the Grantee that is satisfactory to the Grantor, such restrictions will be lifted or modified and the groundwater interests (in whole or in part) will be conveyed to the Grantee. All costs associated with conducting such a proposed action shall be borne exclusively by the Grantee and its assigns or successors, and not the United States. Furthermore, conducting such a proposed action is not within the scope of releases that would make a response action necessary under CERCLA Sec. 120(h)(3)(A). Further, in accordance with guidance received from the District of Columbia Department of the Environment, Grantee is hereby notified that (i) comprehensive site characterization and site-specific risk evaluation may need to be carried out to support the intended use of the Property and (ii) data gaps exist with respect to site characterization in the context of a redevelopment scenario.

2. Subject to the provisions of Section A.1.(a.) & A.1.(b.) herein, Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Subject to the provisions of Section A.1.(a.) & A.1.(b.) herein, Grantor warrants that it shall take any additional response action found to

be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

3. This covenant shall not apply:

(a.) In any case in which Grantee, his successor(s) or assign(s), or successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b.) To the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, his successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) Results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) Causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

4. In the event Grantee, his successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup Obligation or unrelated expenses, the Grantee, his

successor(s) or assign(s), shall provide Grantor at least 45 days of written notice of such a claim and provide credible evidence that :

- (a.) The associated contamination existed prior to the date of this conveyance;
- and
- (b.) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, his successor(s) or assign(s), or any party in possession.

B. ACCESS COVENANTS

Grantor reserves a permanent right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to the use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any cases in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, boring, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or

remedial actions, shall be performed in a manner that minimizes interruption with activities of authorized occupants.

GRANTEE will allow access to the site by the Department of the Interior, National Park Service for inspection, maintenance, or repairs to the stone retaining wall that borders the extreme northern portion of the site as shown in Appendix B (captioned as "C&O Canal Retaining Wall"). The boundary of the Property excludes said retaining wall, which will remain under the custody and control of the National Park Service. The Grantee will provide reasonable access to NPS and will determine in conjunction with NPS procedures and protocols including, but not limited to:

- Hours for routine access
- Required advance notice for access
- Notification procedures and contacts
- Emergency procedures

C. COOPERATION COVENANT

In the event of any activity by Grantor pursuant to this Quitclaim Deed, Grantee covenants and agrees that he, his successors and assigns shall cooperate with the Grantor in any undertaking and shall not unreasonably disrupt or interfere with any remediation activity or jeopardize the effectiveness of any remedy by engaging in disruptive activities (which materially increase the cost or materially and adversely affect the remediation activities), including but not limited to, actions which could impact

mitigation of contaminated ground water or use of ground water, unless the Grantor first determines that there will be no adverse impacts on Grantor's undertaking.

D. CONDITION OF THE PROPERTY COVENANT

The property is conveyed "AS IS" and "WHERE IS" without representation, warranty, or guaranty of any kind as to any matter related to the conveyance including, but not limited to, the quantity, quality, character, condition (including patent and latent defects), size, habitability, or kind of the Property or any structures or fixtures attached to the Property or that the same is in a condition or fit to be used for the purpose for which intended by the Grantee. Grantee covenants that Grantee has inspected or has had the opportunity to inspect, is aware of, and accepts the condition and state of repair of the Property, and further acknowledges that the Grantor has not made any representation, warranty, or guaranty (except as expressly stated above in Paragraph A) concerning the condition of the Property.

E. GRANTEE COVENANTS

Grantee covenants, for himself and his successors and assigns, that any and all covenants described in this Deed shall run with the land and shall bind the Grantee and any successors and assigns of the Grantee to the restrictions, agreements and promises made in such covenants, in perpetuity. Grantor shall be deemed to be a personal beneficiary of all covenants and warranties, without regard to whether it remains the owner of any land, or interest therein, in the locality of the Property, and shall have the right to enforce these covenants and warranties in any court of competent jurisdiction.

F. NOTICE OF THE PRESENCE OF ASBESTOS WARNING - COVENANTS

1. THE GRANTEE IS WARNED that the Property contains asbestos-containing materials. Unprotected or unregulated exposures 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 the Environmental Protection Agency (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.

2. No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any Grantee to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

3. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser'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 which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

4. The 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.

G. NOTICE OF LEAD – BASED PAINT COVENANT

GRANTEE ACKNOWLEDGES that the Property was constructed prior to 1978 and may contain lead-based paint on interior and exterior painted surfaces. Grantee 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 in 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 assessments 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. The Property is being sold "AS IS".

H. NAVIGABLE AIRSPACE COVENANT

Based upon coordination between the General Services Administration and the Federal Aviation Administration (the "FAA") as recommended in House Report Number 95-1053 entitled "FAA Determination of 'No Hazard' for Structures Near Airports," it has been determined that a public airport is located within six nautical miles of the Property. To the extent required by law, the Grantee, its successors and assigns must comply with Title 14, Code of Federal Regulations, Part 77, "Objects Affecting Navigable Airspace," of the Federal Aviation Act of 1958, as amended. This restriction shall run with the Property.

I. HISTORIC AND CULTURAL PRESERVATION COVENANT

BY ACCEPTANCE OF THIS DEED, consistent with 36 CFR 800.5(a)(2)(vii) and in fulfillment of Grantor's responsibilities to provide adequate and legally enforceable restrictions or conditions to ensure the long-term preservation of the West Heating Plant (Property), Grantee acknowledges that the West Heating Plant is individually eligible for listing in the National Register of Historic Places and the District of Columbia Inventory of Historic Sites, and a contributing structure in the Georgetown Historic District National Historic Landmark. Grantee further acknowledges that any alteration, restoration, rehabilitation, demolition, modification, or any development or new construction involving the Property may have an effect on the Property's historic integrity and significance as reasonably determined by the District of Columbia State Historic Preservation Officer (SHPO) in consultation with the Grantee. In confirmation thereof, Grantee covenants for itself, its successors and assigns and every successor-in-interest to all or any portion of

the Property, that the Property is conveyed, subject to the following covenants, conditions, restrictions, and limitations (collectively, the Historic Preservation Covenants), which are covenants running with the land and which Historic Preservation Covenants shall bind all future owners thereof with the same force and effect as if all such future owners had by express agreement in writing assumed to perform and observe all of said Historic Preservation Covenants, while such owners. It is expressly understood and agreed that all of the Historic Preservation Covenants relate to any alteration, restoration, rehabilitation, demolition, or modification of any building or improvements associated with Property, and to the design and construction or alteration of any new building or improvements on the Property that may affect a character-defining feature of the building as identified in GSA's 2012 Determination of Eligibility and that the SHPO may reasonably deem necessary to retain in order to preserve the integrity of the Property when rehabilitated for a new use:

1. Any alteration, restoration, rehabilitation, demolition, or modification of existing structures on the Property, and any development or new construction in the Property, shall be in compliance with applicable local historic preservation law and consistent with the recommended approaches set forth in the applicable sections of the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service, 1992), as the same may be amended from time to time;

2. Any alteration, restoration, rehabilitation, demolition, or modification of existing structures on the Property, and any development or new construction on the Property shall be subject to the prior written approval of the SHPO, which approval shall not be unreasonably withheld, conditioned or denied;
3. In the event of a violation of any provision of the Historic Preservation Covenants, the SHPO may, following notice to Grantees and a reasonable opportunity to cure, institute suit to enjoin any such violation and obtain any appropriate legal or equitable remedies to require full and immediate compliance with the Historic Preservation Covenants described herein; and
4. The Historic Preservation Covenants shall be binding in perpetuity; provided, however, that the SHPO may, for good cause, modify or cancel any or all of the Historic Preservation Covenants upon the written request of Grantees.

The acceptance of this Deed shall constitute conclusive evidence of Grantee's agreement to be bound by the Historic Preservation Covenants and to perform the obligations set forth herein.

J. FLOODPLAIN COVENANT

Notice is given that the property is located in the 100-year floodplain and is subject to any

and all Federal, State, and local laws, rules, and ordinances governing land use in floodplain areas.

K. POLYCHLORINATED BIPHENYLS (PCBS) / MERCURY COVENANT

The Property may contain polychlorinated biphenyls (PCBs) resulting from former operations of transformers and light ballasts, and mercury-containing gauges. No warranties, either expressed or implied, are given regarding the condition of the Property. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall conditions of all or any portion of the Property, including any PCB and mercury hazards or concerns.

The Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee or to the Grantee's successors, assigns, Employees, invitees, or any other person subject to Grantee's control or direction, including members of the general public, arising from or incident to purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with PCBs or mercury on the Property whether the Grantee has properly warned or failed to properly warn the individuals injured.

The Grantee agrees, by acceptance of this Quitclaim Deed, for itself, its successors and assigns, and each successor in interest to the Property or any portion thereof that, in its use and occupancy of the Property, it will comply with all Federal, state, and local laws pertaining to PCBs and mercury.

L. DOCUMENT BOX

At such time as the building is demolished, if any document box is found, which should be located behind the cornerstone, it shall remain the property of the Grantor and shall be delivered, unopened to the National Archives and Records Service, Washington, DC.

M. MAINTENANCE OF SEAWALL / LANDSCAPING

The Grantee is hereby required to maintain the structural integrity and cosmetic features of the seawall along Rock Creek within the Property boundaries, as well as perform maintenance on any landscaping /plantings that remain in the area between the seawall and the high retaining wall, to the extent that they remain extant following transfer. A map showing the location of the seawall and the areas to be maintained can be seen in Exhibit C.

N. NO THIRD PARTY BENEFICIARIES

The covenants and obligations of the parties hereto are enforceable solely by the parties hereto and their direct successors and assigns and shall not confer any right, claim or benefit on any third party. In clarification, (i) the obligations of Grantee shall be enforceable in accordance with the terms set forth herein solely by the United States of America and its agencies; including without limitation, the General Services Administration, the Department of the Interior, National Park Service, the Federal Aviation Administration and their successor agencies, and (ii) the Historic Preservation Covenants shall be enforceable in accordance with the terms herein solely by the SHPO, and successor agencies.

THE PROPERTY HEREBY CONVEYED has heretofore been declared surplus to the needs of the United States of America, is presently under the jurisdiction of the General Services Administration, is available for disposal, and its disposal has been heretofore authorized by the Administrator of the General Services Administration, acting pursuant to the above referred to laws, regulations and orders.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

TO HAVE AND TO HOLD the premises above described and mentioned, and hereby intended to be conveyed, together with all the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use, benefit, enjoyment, and behoove forever of the Grantee, his heirs and assigns, forever, SUBJECT as aforesaid.

[Signatures appear on following pages.]

WITNESS the following signature and seal.

United States of America
Acting by and through the
Administrator of General Services

Witness:

Paula DeMuth
PAULA DeMUTH
(Name)
REGIONAL COUNSEL
(Address)

By: [Signature]
Julia E. Hudson
Regional Administrator
U.S. General Services Administration
National Capital Region

U.S. GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION

NOTARIZATION OF THE SIGNATURE OF THE UNITED STATES

UNITED STATES OF AMERICA)
DISTRICT OF COLUMBIA) To wit
STATE OF _____)

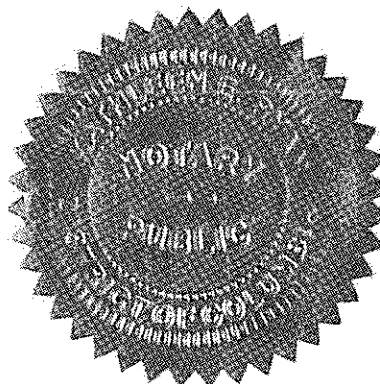
I hereby certify that on the 18 day of JUNE, 2013, before the subscriber, a Notary Public in and for the State of DISTRICT OF COLUMBIA, County of _____, personally appeared JULIA E. HUDSON the Regional Administrator for the General Services Administration, National Capital Region, Washington, D. C., on behalf of the United States of America, did acknowledge the foregoing instrument to be the act and deed of the United States of America.

Given under my hand and official seal this 18 day of JUNE, 2013.

Kathleen E. Ryan
Notary Public

SEAL

My commission expires on the 14 day of MARCH, 2014.



WITNESS the following signature and seal.

Georgetown 29K Acquisition, LLC

Witness:

By: [Signature]

Name: ADAM FLATTO

Title: PRESIDENT

[Signature]

CHRISTINA (Name) [Signature]

667 Madison Ave New York NY 10065
(Address)

NOTARIZATION OF THE SIGNATURE OF GEORGETOWN 29K ACQUISITION, LLC

UNITED STATES OF AMERICA)

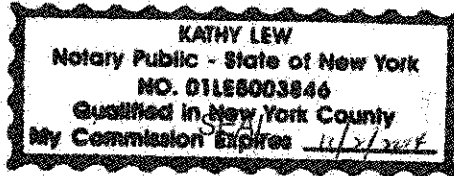
STATE OF New York)

To wit

I hereby certify that on the 19th day of June, 2013, before the subscriber, a Notary Public in and for the State of New York, County of New York, personally appeared Adam Flatto on behalf of Georgetown 29K Acquisition, LLC, did acknowledge the foregoing instrument to be the act and deed of Georgetown 29K Acquisition, LLC.

Given under my hand and official seal this 19th day of June, 2013.

[Signature]
Notary Public



My commission expires on the 2nd day of November, 2014

CERTIFICATE OF RECORDATION

I, _____, OF THE Office of the Recorder of Deeds, District of Columbia did receive for recordation the following instrument.

QUITCLAIM DEED, dated _____, 2013, between the UNITED STATES OF AMERICA, GRANTOR, and Georgetown 29K Acquisition, LLC, a Delaware Limited Liability Company, GRANTEE.

I further certify that the said document was recorded as Document Number _____, in Book _____, Page _____ of the Official Records of the District of Columbia, on the _____ day of _____, 2013.

OFFICE OF DISTRICT OF COLUMBIA RECORDER OF DEEDS

By: _____

Recorder of Deeds

Return Complete Copy to:

U.S. General Services Administration
Property Disposal Division (11WPR)
301 7th Street, SW., Room 7709
Washington, D.C. 20407

EXHIBIT A LEGAL DESCRIPTION

THE SOUTH 34 FEET FRONT ON 29TH STREET OF LOT 44 IN DEAKINS, LEE AND CASENAVE'S ADDITION TO GEORGETOWN, NOW SQUARE 1193, EXTENDING BACK EASTERLY BETWEEN PARALLEL LINES TO THE LINE OF THE CHESAPEAKE AND OHIO CANAL COMPANY'S CONDEMNATION AS ESTABLISHED BY INQUISITION RECORDED IN LIBER W.B. 39 AT FOLIO 76.

NOTE: AT THE DATE HEREOF THE ABOVE DESCRIBED LAND IS DESIGNATED ON THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA FOR ASSESSMENT AND TAXATION PURPOSES AS LOT 800 IN SQUARE 1193.

AND

LOT 20 AND PART OF LOTS 21, 22, 11, 101, 43 AND 44 IN DEAKINS, LEE AND CASENAVE'S ADDITION TO GEORGETOWN, NOW SQUARE 1193, AND BEING DESCRIBED AS ONE PARCEL AS FOLLOWS:

BEGINNING FOR THE SAME ON 29TH (FORMERLY GREENE) STREET 6 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 44 AND RUNNING THENCE

EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 44 TO THE WESTERLY LINE OF THE CHESAPEAKE AND OHIO CANAL CONDEMNATION AS ESTABLISHED BY INQUISITION RECORDED IN LIBER W.B. 39 AT FOLIO 76; THENCE NORTHEASTERLY WITH SAID LAST LINE TO THE SOUTHEAST CORNER OF LOT 21; THENCE NORTH WITH THE EAST LINE OF LOT 21, 115 FEET; THENCE NORTHWESTERLY TO THE NORTHEAST CORNER OF LOT 20; THENCE WEST ALONG L (FORMERLY NEEDWOOD) STREET, 40 FEET TO 29TH STREET; THENCE SOUTH ALONG 29TH STREET 286 FEET TO THE POINT OF BEGINNING.

NOTE: AT THE DATE HEREOF THE ABOVE DESCRIBED LAND IS DESIGNATED ON THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA FOR ASSESSMENT AND TAXATION PURPOSES AS LOT 801 IN SQUARE 1193.

SUBJECT TO AN EASEMENT GRANTED BY THE BALTIMORE AND OHIO RAILROAD COMPANY BY INDENTURE RECORDED JUNE 25, 1940 IN LIBER 7489 AT FOLIO 69.

AND

PART OF LOTS 5 AND 6 IN DEAKINS, LEE AND CASENAVE'S ADDITION TO GEORGETOWN, NOW SQUARE 1193, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 5, DISTANT 5 FEET FROM THE NORTHWEST CORNER OF SAID LOT AND RUNNING

SOUTH ON SAID LINE, 85 FEET TO THE LINE OF THE CHESAPEAKE AND OHIO CANAL COMPANY'S CONDEMNATION AS ESTABLISHED BY INQUISITION RECORDED IN LIBER W.B. 39 AT FOLIO 29; THENCE

EAST ON THE LINE OF SAID CONDEMNATION, 82 FEET, MORE OR LESS TO THE WEST LINE OF LOT 7; THENCE

NORTH WITH SAID WEST LINE, 77 FEET TO ANOTHER OF THE CHESAPEAKE AND OHIO CANAL COMPANY'S CONDEMNATION; THENCE

NORTHWESTERLY WITH SAID CONDEMNATION, 82 FEET, MORE OR LESS TO THE POINT OF BEGINNING

NOTE: AT THE DATE HEREOF THE ABOVE DESCRIBED LAND IS DESIGNATED ON THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA FOR ASSESSMENT AND TAXATION PURPOSES AS LOT 802 IN SQUARE 1193.

AND

PART OF LOTS FIVE (5) AND SIX (6), ALL OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10) AND PART OF LOTS TWENTY-TWO (22), ELEVEN (11), ONE HUNDRED (101) AND LOT NUMBERED FORTY-THREE (43) IN SQUARE NUMBERED ELEVEN HUNDRED AND NINETY-THREE (1193), IN "DEAKINS, LEE AND CASENAVE'S ADDITION TO GEORGETOWN" AS ESTABLISHED BY INQUISITION RECORDED IN LIBER W. B. 39 AT FOLIO 76, OF THE LAND RECORDS OF THE DISTRICT OF COLUMBIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT THE EASTERLY CORNER OF LOTS 43 AND 44 IN SQUARE 1193 IN "DEAKINS, LEE AND CASENAVE'S ADDITION TO GEORGETOWN" AS STATED ABOVE, THENCE RUNNING WITH SAID LOT LINES OF 43 AND 44 THE FOLLOWING COURSE AND DISTANCE

1. DUE WEST, 119.97 FEET TO A POINT, THENCE LEAVING SAID LOT LINE 43 AND 44 AND RUNNING WITH LOT 801 AND THRU LOTS 43, 101, 11, 22, 5, 6 AND 7 THE FOLLOWING FOUR COURSE AND DISTANCES
2. NORTH 15°03'40" EAST, 165.68 FEET;
3. DUE NORTH, 30.00 FEET;
4. DUE EAST, 82.00 FEET;
5. DUE NORTH, 89.10 FEET TO A POINT ON THE WALL OF THE C&O CANAL, THENCE RUNNING WITH THE SAID WALL THE FOLLOWING TEN COURSE AND DISTANCES
6. SOUTH 83°00'52" EAST 27.75 FEET
7. SOUTH 03°00'14" WEST 1.51 FEET TO A POINT
8. SOUTH 82°42'39" EAST 17.56 FEET TO A POINT
9. NORTH 07°24'53" EAST 1.39 FEET TO A POINT
10. SOUTH 82°12'54" EAST 17.76 FEET TO A POINT
11. 4.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3.31 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 40°25'39" EAST 4.41 FEET TO A POINT; AND
12. SOUTH 01°21'35" WEST 3.77 FEET TO A POINT ON THE FACE OF A STONE WALL
13. SOUTH 75°30'15" EAST 1.45 FEET TO A POINT
14. 82.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 71.50 FEET AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 42°18'46" EAST 78.28 FEET TO A POINT
15. 37.93 FEET ALONG THE ARCH OF A CURVE TO THE RIGHT HAVING A RADIUS OF 139.00 FEET AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 01°18'13" EAST 37.81 FEET TO A POINT, THENCE LEAVING SAID WALL AND RUNNING WITH THE SAID "DEAKINS, LEE AND CASENAVE'S ADDITION TO GEORGETOWN" THE FOLLOWING COURSE AND DISTANCE
16. SOUTH 36°47'16" WEST, 209.50 FEET TO THE POINT OF BEGINNING CONTAINING 40,001 SQUARE FEET OR 0.9183 OF AN ACRE OF LAND.

SAVING AND EXCEPTING THAT PART OF LOTS 7, 8, 9 AND 10 WHICH PRESENTLY SIT UNDER THE WATERS OF THE CHESAPEAKE AND OHIO CANAL AND ROCK CREEK.

NOTE: AT THE DATE HEREOF THE ABOVE DESCRIBED LAND IS DESIGNATED ON THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA FOR ASSESSMENTS AND TAXATION PURPOSES AS LOT 803 IN SQUARE 1193.

AND

PART OF LOT FORTY-FOUR (44) IN SQUARE NUMBERED ELEVEN HUNDRED AND NINETY-THREE (1193), IN "DEAKINS, LEE AND CASENAVE'S ADDITION TO GEORGETOWN" AS ESTABLISHED BY INQUISITION RECORDED IN LIBER W. B. 39 AT FOLIO 76, OF THE LAND RECORDS OF THE DISTRICT OF COLUMBIA

BEGINNING FOR THE SAME AT THE EASTERLY CORNER OF LOTS 43 AND 44 IN SQUARE 1193 IN "DEAKINS, LEE AND CASENAVE'S ADDITION TO GEORGETOWN" AS STATED ABOVE, THENCE RUNNING WITH LOT 44 THE FOLLOWING COURSE AND DISTANCE

1. SOUTH 36°47'16" WEST, 49.95 FEET TO A POINT AT THE EASTERLY CORNER OF LOTS 44 AND 45, THENCE RUNNING WITH SAID LOT LINE

2. DUE WEST, 100.95 FEET TO THE OUTLINE OF LOT 800, THENCE RUNNING WITH THE OUTLINE OF SAID LOT 800 THE FOLLOWING COURSE AND DISTANCE
3. NORTH 15°09'44" EAST, 41.51 FEET TO A POINT BEING 36.95 FROM THE END OF THE WESTERLY CORNER OF LOTS 43 AND 44, THENCE RUNNING WITH SAID 43 AND 44 LOT LINE THE FOLLOWING COURSE AND DISTANCE
4. DUE EAST, 119.97 FEET TO THE POINT OF BEGINNING CONTAINING 4,421 SQUARE FEET OR 0.1015 ACRES OF LAND.

NOTE: AT THE DATE HEREOF THE ABOVE DESCRIBED LAND IS DESIGNATED ON THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA FOR ASSESSMENT AND TAXATION PURPOSES AS LOT 804 IN SQUARE 1193.

AND

LOTS 45 AND 46 IN SQUARE 1193 IN DEAKINS, LEE AND CASENAVE'S ADDITION TO GEORGETOWN AS ESTABLISHED BY INQUISITION RECORDED IN LIBER W.B. 39 AT FOLIO 76, OF THE LAND RECORDS OF THE DISTRICT OF COLUMBIA

AND

PART OF LOTS 4, 5, 6 IN DEAKINS, LEE AND CASENAVE'S ADDITION TO GEORGETOWN. THIS PARCEL IS DESIGNATED AS C&O CANAL RESERVATION 404. IT DOES NOT HAVE A TAX LOT DESIGNATION.

ALL OF THE ABOVE LAND IS ALSO SHOWN IN SQUARE 23 OF THE ORIGINAL GEORGETOWN PLATS

ALSO KNOWN AS

(SURVEY)

PORTIONS OF LOTS 4 THRU 9, 20, 21 AND 46, ALL OF LOTS 11, 22, 43 THRU 45, AND 101, IN DEAKINS, LEE & CASENAVE'S ADDITION TO GEORGETOWN, AS SHOWN AS SQUARE 23 OF THE ORIGINAL GEORGETOWN PLATS, NOW KNOWN AS SQUARE 1193, AND A PORTION OF C&O CANAL RESERVATION 404, AND PORTIONS OF THE LAND OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA (UNSUBDIVIDED AND UNASSESSED AREAS), ALL AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT AN "X-CUT" FOUND IN A STONE WALL IN C&O CANAL RESERVATION 404, SAID POINT BEARING DUE NORTH, 5.03 FEET FROM THE NORTHEAST

CORNER OF LOT 20, DEAKINS, LEE & CASENAVE'S ADDITION TO GEORGETOWN, NOW SQUARE 1193; AND ALSO BEING ON THE EASTERLY LINE OF 29TH STREET, NW; THENCE RUNNING IN SAID WALL THROUGH SAID RESERVATION,

1. DUE EAST 3.00 FEET TO A POINT; THENCE CONTINUING IN SAID WALL,
2. SOUTH 06°52'10" EAST 1.40 FEET TO A POINT ON THE BACK OF THE WALL; THENCE CONTINUING GENERALLY WITH THE BACK OF THE WALL THROUGH SAID RESERVATION AND THROUGH LOTS 21, 5, 6, 7, AND 8 OF THE AFORESAID DEAKINS, LEE & CASENAVE'S ADDITION TO GEORGETOWN, THE FOLLOWING EIGHTEEN (18) COURSES AND DISTANCES:
3. NORTH 88°47'51" EAST 14.18 FEET TO A POINT;
4. SOUTH 80°08'44" EAST 39.70 FEET, PASSING THROUGH THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 20 AT 23.00 FEET, TO A POINT;
5. SOUTH 81°38'37" EAST 16.19 FEET TO A POINT;
6. SOUTH 83°38'38" EAST 2.00 FEET TO A POINT;
7. 17.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 9.88 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 44°59'53" EAST 15.44 FEET TO A POINT;
8. 2.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 8.65 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 37°38'09" EAST 2.58 FEET TO A POINT;
9. 1.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1.50 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°22'27" EAST 1.28 FEET TO A POINT;
10. SOUTH 83°19'24" EAST 1.29 FEET TO A POINT;
11. SOUTH 09°04'13" WEST 1.35 FEET TO A POINT;
12. SOUTH 83°43'18" EAST 18.15 FEET TO A POINT;
13. NORTH 06°16'42" EAST 1.32 FEET TO A POINT;

14. SOUTH 83°00'52" EAST 82.73 FEET TO A POINT;
15. SOUTH 03°00'14" WEST 1.51 FEET TO A POINT;
16. SOUTH 82°42'39" EAST 17.56 FEET TO A POINT;
17. NORTH 07°24'53" EAST 1.39 FEE TO A POINT;
18. SOUTH 82°12'54" EAST 17.76 FEET TO A POINT;
19. 4.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3.31 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 40°25'39" EAST 4.41 FEET TO A POINT; AND
20. SOUTH 01°21'35" WEST 3.77 FEET TO A POINT ON THE FACE OF A STONE WALL; THENCE CONTINUING GENERALLY WITH THE FACE OF THE WALL AND THE ANGLES AND DISTANCES AS SHOWN ON A TRANSFER OF JURISDICTION PLAT RECORDED 1N THE SUBDIVISION BOOKS OF THE OFFICE OF THE SURVEYOR, D.C. IN BOOK 117 AT PAGE 12, AND RUNNING THROUGH SAID LOT 8 AND LOT 9, DEAKINS, LEE & CASENAVE'S ADDITION TO GEORGETOWN, AND THROUGH THE LAND OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA, (UNSUBDIVIDED AND UNASSESSED LAND), THE FOLLOWING FOUR (4) COURSES AND DISTANCES:
21. SOUTH 75°30'15" EAST 1.45 FEET TO A POINT;
22. 82.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 71.50 FEET AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 42°18'46" EAST 78.28 FEET TO A POINT;
23. 109.16 FEET ALONG THE ARCH OF A CURVE TO THE RIGHT HAVING A RADIUS OF 139.00 FEET AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°22'36" WEST 106.38 FEET TO A POINT;
24. SOUTH 35°52'28" WEST 333.29 FEET TO A POINT, SAID POINT BEING OPPOSITE AND 0.15 FEET DISTANT FROM A CORNER OF SAID STONE WALL; THENCE CONTINUING WITH THE ANGLES AND DISTANCES AS SHOWN SAID TRANSFER OF JURISDICTION. PLAT,
25. SOUTH 01°04'08" WEST 0.79 FEET TO A POINT; THENCE CONTINUING WITH THE ANGLES AND DISTANCES OF SAID TRANSFER OF JURISDICTION PLAT, AND GENERALLY WITH THE FACE OF A STONE WALL, AND WITH THE SAME LINE EXTENDED THROUGH LOT 46, DEAKINS, LEE & CASENAVE'S ADDITION TO GEORGETOWN,
26. NORTH 88°55'52" WEST 61.60 FEET, CROSSING THE SOUTHEASTERLY LINE OF SAID LOT 46 AT 30.44 FEET, TO A POINT; SAID POINT BEING ON THE AFOREMENTIONED EAST LINE OF 29TH STREET, NW AND LYING 11.48 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 46; THENCE RUNNING WITH SAID EAST LINE OF 29TH STREET, NW AND THE WESTERLY LINE OF DEAKINS, LEE CASENAVE'S ADDITION TO GEORGETOWN, AND THROUGH THE C&O CANAL RESERVATION 404,
27. DUE NORTH 452.64 FEET TO THE POINT OF BEGINNING, AND CONTAINING 90,672 SQUARE FEET OR 2.08154 ACRES OF LAND MORE OR LESS.

Exhibit B

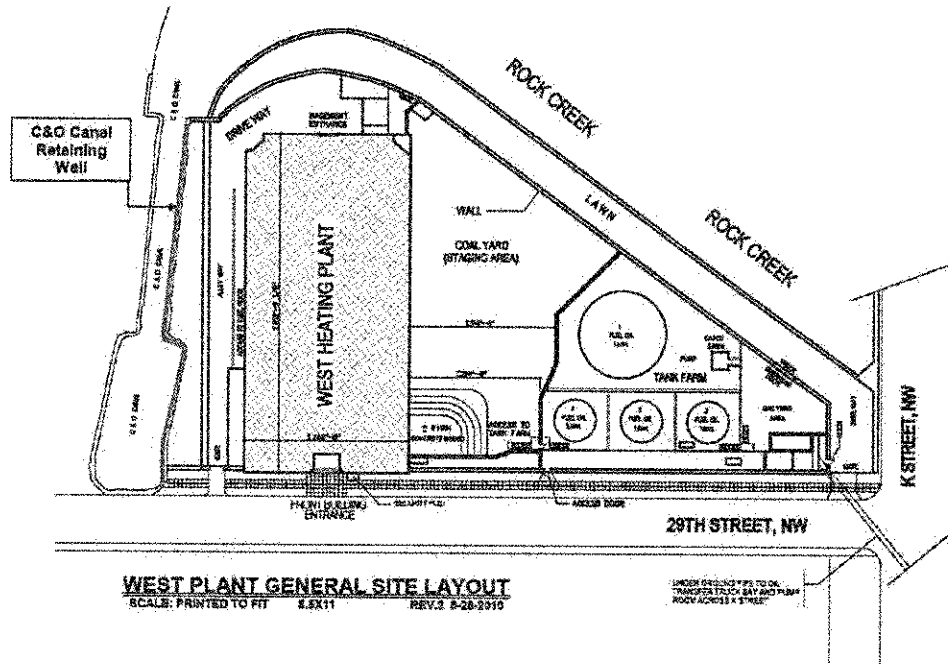
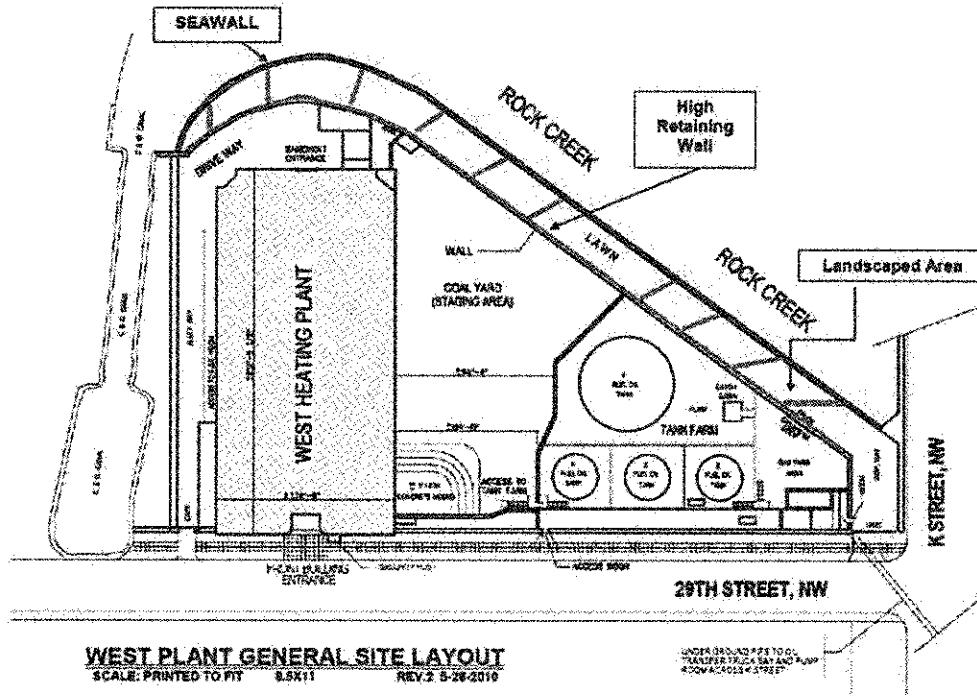


EXHIBIT C



Doc# 2013072191
Filed & Recorded
06/21/2013 12:45:29 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS

E-RECORD	\$	25.00
E-RECORDATION TAX FEE	\$	214,500.00
ESURCHARGE	\$	6.50
Total:	\$	214,531.50

WEST HEATING PLANT: EXISTING CONDITIONS, DESIGN APPROACH & PRESERVATION PLAN REPORT ABSTRACT

The West Heating Plant (WHP), located at 1051 Twenty-Ninth Street, NW, is a purpose-built structure that was built primarily between 1946-1948 to serve as a steam heating plant for the federal government. It served in this capacity until 2000, at which point the General Services Administration subsequently determined that the facility was surplus real property eligible for disposition. Following required protocol, the property was put up for public auction in January 2013. Georgetown 29K Acquisition, LLC, a development team consisting of The Georgetown Company, the Levy Group, and the Four Seasons Hotel, Inc., made the winning bid and was awarded the property in March 2013. Several thorough investigations of the structure revealed that the WHP's construction is quite unique: there are no structural floors for almost eighty percent of the floor plate, resulting in the envelope having large spans of brick with minimal lateral support. Further, the WHP's structural system and materials exhibit severe deterioration caused by years of ongoing water infiltration. The extensive structural investigation of the WHP has shown that these conditions put the structure at serious risk of catastrophic failure. Just as pervasive, and perhaps just as invasive, as the structural challenges of the WHP are the levels of hazardous materials found within and around the structure.

With these constraints in mind, the developers and design team were tasked with finding a solution that would preserve what can be preserved, and would honor what could not. While most of the WHP cannot be preserved, that which is will rigorously follow the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Furthermore, to the extent feasible, the development team seeks salvage and incorporate pieces of the heating plant equipment as art either in the building's public spaces or in the public park. Upon receiving CFA's encouragement to be "even more creative in terms of the way you would interpret the original building," the design team has created a scheme that draws inspiration from the energy, water, and construction technologies incorporated into the WHP's original design and operations. The design, which features a residential building and public park, celebrates, incorporates, and modernizes the technologies that were inherent to this twentieth-century industrial site.

This report is divided into three major sections that will describe and evaluate the existing conditions of the structure and site; state, explain, and evaluate the design approach and philosophy; and provide guidance and recommendations for preservation within the context of redevelopment. The research and findings show the following:

Existing Conditions: Due to moisture penetration, the structure that is in place exhibits extensive corrosion and rusting of the steel structure. This infiltration has caused the steel structure to expand, creating a force that puts tension on the façade to create more cracks (a phenomenon called rust jacking), which further allows for the moisture infiltration. This is

further exacerbated by the cracking of header bricks. The extensive structural investigation of the WHP has shown that these conditions put the structure at serious risk of catastrophic failure. Just as pervasive, and perhaps just as invasive, as the structural challenges of the WHP are the levels of hazardous materials found within and around the structure. As such, much of the heating plant must be demolished regardless of use.

Approach to Project Design: Rather than rebuild a literal replica of the existing structure, an approach not supported by the Secretary of the Interior's Standards for Treatment of Historic Resources ("Secretary's Standards"), a design inspired by the unique truss frame of the heating plant and the industrial memory of the structure and site has been proposed. This report offers a framework for an understanding and evaluation of this design for both the building and park.

Treatment Recommendations: The recommendations take into consideration the site and the structure's architectural significance, condition, and integrity. Although not a traditional preservation project, the Secretary of the Interior's Standards for Treatment of Historic Resources ("Secretary's Standards"), will be applied to the extent possible to ensure the proper treatment and protection of the retained materials.

West Heating Plant, 1051/1055 29th Street NW, HPA 17-263
Attachment 3: Examples of Replacement and Reconstruction



Gallery Row, 409 7th Street, NW (1984-86)

Authentic preservation, disassembly, and reassembly of five historic façades using original brownstone, brick, granite, and cast concrete, using matching new infill materials as needed. PADC-sponsored project.



Atlantic Coastline Building, 1985

Authentic preservation, disassembly, and reassembly of a historic façade, using original brownstone, brick, and copper cornice, with infill as needed in matching stone and brick. PADC-sponsored project.



Argyle House, 2201 Massachusetts Avenue, NW (1984-86)

Restored facades with reconstructed dormers and roof, and replacement of large sections of brick walls on the second and third floors, repairing damage from a catastrophic fire. Private project, certified as meeting the Secretary's Standards for the federal rehabilitation tax credit.



627 E Street, NW (1996)

Authentic repair and replacement of an 1860 façade using a combination of historic and new brownstone, with repaired cornice. The simple storefront design avoids conjectural restoration. Private developer.



Lincoln Square, 555 11th Street, NW (2001)

Façade reconstruction using original storefronts, cornices, and trim, with new brick. The right façade is not fully authentic to the original. Private developer.



Clara Barton Missing Soldiers Office, 437 7th Street, NW (2004)

Authentic reconstruction of 1853 façade in new material, based on photographs of the damaged original removed in 1983. PADC and GSA-sponsored project



433 and 435 7th Street, NW (2004)

Authentic reconstruction of two facades originally at 809 and 811 Market Space, NW. Although on a new site, the adjacency of the facades is retained using the original reassembled brick, cast iron, and metal lettering and trim. PADC-sponsored project.



1933-35 9th Street, NW (2015)

Replication of a pair of unsalvageable frame commercial buildings 50 feet from their original location, using a salvaged cornice and trim. Private developer.



6926 Willow Street, NW (2016)

Replication of deteriorated frame house near its original site, using salvaged materials and elements. Private developer.



Shotgun House, 1229 E Street, SE (projected)

Approved replication of an unsalvageable but rare shotgun house on its original site, using salvaged materials and elements. After a long-running enforcement case against demolition by neglect, the project includes extensive archaeological investigation. Private developer.

Georgetown Heating Plant – Industry Meeting, Q&A Summary,
October 25, 2012

1) What type of affordable housing assumption should a developer make?

Affordable housing would be considered under the District of Columbia's (D.C.) Inclusionary Zoning Affordable Housing Program as part of the overall zoning process once the property converts into private sector ownership.

2) Can the D.C. Comprehensive Plan be changed to allow uses other than the currently specified parks, recreation and open space on the southern portion of the site?

Buyers should expect the D.C. government to seek general compliance with the Comprehensive Plan. Any changes may be proposed through the 2014 amendment process, however it is anticipated that the community would be very hesitant to support a major change to the property.

3) Seeing that the surrounding zoning is W-2, would this zoning also apply to this property?

No. Due to the height of the existing structure, which is more than the 60 feet allowable under W-2, redevelopment of this property would likely be put through a Planned Unit Development (PUD) process to create appropriate zoning for this site.

The post-transfer Planned Unit Development process has been summarized by the DC Office of Planning as follows:

- Pre-filing meetings are held with Office of Planning, including Historic Preservation staff, (OP) to discuss and go over design proposal and how the application complies with Chapter 24 of 11 DCMR (Zoning).
- Application is filed with the Office of Zoning (OZ) (filing requirements available at www.dcoz.dc.gov)
- OZ refers the application to OP
- OP files a report with the Zoning Commission with a recommendation on whether the application is ready to be set down for a public hearing
- OZ advertises the public hearing and notifies the Advisory Neighborhood Commission (ANC)
- Applicant typically presents the proposal to the ANC prior to the ANC making a recommendation to the ZC
- Applicant files any additional material not later than 20 days before the public hearing
- Public hearing is held
- Zoning Commission takes proposed action and refers it to the National Capital Planning Commission (NCPC) for consideration of federal interest
- Zoning Commission takes final action and issues a final order

4) What is the historic nature of the existing perimeter stone walls?

The stone walls are identified as a contributing historic resource in the Determination of Eligibility report.

5) What is the status of the completion of the Section 106 of the National Historic Preservation Act review process?

The Section 106 process for the West Heating Plant disposal has been concluded.

6) Is the completion of the Section 106 of the National Historic Preservation Act review process a predecessor to starting the online auction?

Yes.

7) Would GSA entertain changing the sales process to something other than an online auction sale?

No, not at this time.

8) Can the buyer put additional penetrations in the building façade?

Interested bidders are encouraged to consult with historic preservation experts that have successful experience adapting historic industrial structures to modern use. A final determination regarding modifications to the building façades will occur upon a proponent's design submission to applicable review entities.

The following additional text was provided by the D.C. Historic Preservation Office subsequent to industry day:

Exterior work would be subject to the local and federal review procedures applicable to the project. Alterations visible from public space are subject to review by the Old Georgetown Board and Commission of Fine Arts under the Old Georgetown Act, and the project is also subject to review by the Commission of Fine Arts under the Shipstead-Luce Act, which governs the architectural appropriateness of properties adjacent to Rock Creek and Potomac Parkway. Exterior work is also potentially subject to review by the Historic Preservation Review Board under the DC Historic Protection Act, for compatibility with the character of the Georgetown Historic District, although that review is not mandatory given the CFA reviews. It is anticipated that the SHPO would also evaluate any facade alterations for compliance with the terms established by GSA in its covenant in coordination with these public board reviews.

GSA's determination that the property is individually eligible for listing on the National Register of Historic Places and its requirement to apply the Secretary of the Interior's Standards for Rehabilitation suggest that layouts for residential or other use should rely on the natural light provided by the existing character-defining 9-foot-wide window panels that run nearly the full height of the building, without introducing new openings into the contrasting solid wall panels that are also character-defining features of the building. The opportunity may exist for additional openings behind the parapet at the sixth floor level, at the basement level facing the coal yard, and in the roof to allow skylights in a manner that would not affect important characteristics of the

building. Since the National Park Service applies the same standards for reviewing projects for certified rehabilitation, this approach would appear to maintain consistency with the requirements that apply for obtaining the federal rehabilitation tax credit.

9) Would D.C. entertain industrial zoning on the property?

No.