

## PURCHASE AND SALE AGREEMENT

The Government of The Republic of France (hereinafter, "**Seller**"), and \_\_\_\_\_ ("**Purchaser**"), hereby enter into this **PURCHASE AND SALE AGREEMENT** (this "**Agreement**") as of the date last shown on the execution page hereof (the "**Effective Date**").

### RECITALS:

- R-1. Seller is the owner of approximately 25,197 square feet of unimproved land located appurtenant to the residential real estate known as 2221 Kalorama Road, NW, Washington, DC 20008, known for assessment and taxation purposes as Lots 4, 835, and 836 in Square 2526, and all as more particularly described in Exhibit A attached hereto.
- R-2. Seller desires to sell the Property (hereinafter defined) to Purchaser and Purchaser desires to purchase the Property from Seller.
- R-3. Seller and Purchaser desire to set forth herein the terms, conditions, restrictions, and agreements under and by which Seller shall sell and transfer and Purchaser shall purchase, accept and assume the Property.

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and delivery of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. AGREEMENT TO PURCHASE AND SELL.

Seller hereby agrees to sell, and Purchaser hereby agrees to purchase, subject to the terms and conditions of this Agreement, the following unimproved real property (collectively, the "**Property**"):

1.1. Real Property. Fee simple title in and to the unimproved property described in Exhibit A, together with all easements, rights-of-way and other rights, privileges and benefits, including Seller's interest in any development rights, appurtenant thereto and to any alleys adjacent thereto and any land lying in the bed of any street, road, avenue, open or proposed, public or private, in front of or adjoining the said land or any portion thereof, to the center line thereof (hereinafter, the "**Real Property**"), and subject to the easements and restrictive covenants as provided for herein.

#### 1.2. Covenants and Easements.

1.2.1. Property Fence. Within ninety (90) days of Closing, Purchaser shall complete the construction of a fence surrounding the perimeter of the Property, to conform in all aspects with the existing fence erected on portions of Square 2526, Lot 194 appurtenant to the Property, including, but not limited to, material, height, width, color, nature, kind, and shape, and specifications as set forth in Schedule 1.2.1 attached hereto and incorporated herein. Prior to and as a condition to

Closing, Purchaser shall deposit with Antonoplos & Associates, Attorneys at Law, whose address is 1725 DeSales Street, N.W., Suite 600, Washington, D.C. 20036 (the “**Escrow Agent**”) a monetary reserve (“Fence Reserve” in the amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), separate from and in addition to the Purchase Price, to be held in escrow pending the completion of the fence to the satisfaction of Seller, with final approval of the fence to be granted in Seller’s sole and unreviewable discretion. Upon timely completion of the fence to the satisfaction of Seller, Seller shall authorize the Escrow Agent to release the funds in full to Purchaser. In the event the Purchaser fails to timely complete the fence to the satisfaction of Seller, the reserve funds shall be released to the Seller. In such event, Purchaser, on behalf of itself, its successors, heirs, and/or assigns, hereby (i) grants access to the Property to the Seller, its contractors, subcontractors, agents, and/or assigns, (ii) consents to and approves all action taken by the Seller to build and complete the fence, (iii) grants a limited power-of-attorney to sign on behalf of Purchaser any and all documents necessary to procure approvals, permits, and any other authorization required to build and complete the fence; and (iv) hereby waives any and all claims against the Seller that arise or may arise out of this provision, whether relating to the build of the fence, the release, retention, or expenditure of any of the reserved funds herein referenced, or otherwise.

(A) No construction, improvements, and/or development on the Property shall occur after Closing unless and until the fence is built and completed to the satisfaction of Seller in accordance with the terms set forth herein. The Purchaser shall not sell, assign, convey, or otherwise transfer its interest in the Property, in whole or in part, unless and until the fence is built and completed to the satisfaction of Seller in accordance with the terms set forth herein, or unless the Seller grants its prior written consent to such sale, assignment, conveyance, or transfer.

(B) No waiver shall be construed in the event that the Seller does not enforce its rights.

(C) No building, fence, wall, antenna, pole, or other structure shall be installed, erected or maintained upon the Premises nor shall any exterior addition to or change or material alteration to front yard landscaping be made until the plans and specifications showing the nature, kind, shape, height, exterior color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and existing fence by the Seller.

(D) The Purchaser, its successors, heirs, and/or assigns, shall not allow the fence to fall into disrepair. The Parties intend for this covenant to run with the land so that any and all future heirs, assigns, successors, and subsequent purchasers shall be obligated to maintain the fence as provided herein, and shall execute all documents at Closing necessary to convey said covenants. Purchaser shall obtain a new covenant with any subsequent purchaser, successor, assignee, or transferee otherwise of the Property, and shall require its subsequent purchasers, successors, assigns, and heirs to obtain a new covenant with future transfers of the Property. The Purchaser agrees to indemnify Seller for any future breach and/or non-observance of the covenants by its successors, heirs, and/or assigns.

### 1.2.2. Easements.

(A) Seller's Fence. Purchaser, its successors, heirs, and assigns, hereby waives any claims against Seller for the encroachment of any portion of the Property by the Seller's fence, in existence as of the Effective Date, now occupying and/or lying on the Property, as shown on the civil survey attached hereto and incorporated herein as Schedule 1.2.2. Further, Purchaser, its successors, heirs, and assigns, herein grants Seller a permanent encroachment easement for any fencing that encroaches upon any portion of the Property, to allow the right to continue accessing and using the encroached upon area exclusively as if it belongs to Seller. The Parties intend that this easement shall run with the land and shall execute all documents at Closing necessary to convey said easement.

(B) Utilities. Purchaser, its successors, heirs, and assigns, herein grants Seller an easement for the operation, removal, repair, replacement, relocation, and/or maintenance of any and all utility lines, including, but not limited to, power, water, sewer, and telephone, now existing as well as facilities as may hereinafter be installed, across the Property. The Parties intend that this easement shall run with the land and shall execute all documents at Closing necessary to convey said easement.

1.2.3. Survival. The provisions of this Section 1.2 shall survive the Closing or termination of this Agreement.

1.3. Personalty. The Real Property being unimproved, no fixtures or personalty shall convey.

1.4. Seller's Obligations Prior to Closing. Until Closing, Seller and/or Seller's agents or representatives shall:

1.4.1. Provide to Purchaser, promptly upon the receipt thereof, any and all notices in any manner relating to the Property received by Seller or its agents or representatives from any governmental or quasi-governmental instrumentality.

1.4.2. Pay all invoices and expenses relating to the Property, as and when the same become due. As Seller is tax-exempt, any and all taxes that become due upon or after Closing, shall be borne solely by the Purchaser.

1.4.3. Not enter into any new contract, lease or other agreement affecting the Real Property or the maintenance, repair or operation thereof.

1.4.4. From the Effective Date, not change, amend or modify or take any action to change, amend or modify any contract, lease or other agreement affecting the Real Property.

1.4.5. Not, without the prior written consent of Purchaser, solicit, negotiate, or accept offers for the purchase of the Property from any other party.

1.4.6. Not take any action to change, amend or modify the current applicable zoning or development potential of the Property.

## 2. **PURCHASE PRICE AND PAYMENT.**

2.1. **Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) shall be Five Million Six Hundred Thousand Dollars and No Cents (\$5,600,000.00). Subject to the terms and conditions of this Agreement, the Purchase Price shall be paid as provided below.

2.2. **Deposit.** Within two (2) Business Days after the Effective Date, Purchaser shall deliver a deposit in the amount of [DEPOSIT] (\$) (together with any interest earned thereon, collectively, the “**Deposit**”) to [TITLE COMPANY] whose address is [ADDRESS] (“**Title Company**”). If the Initial Deposit is not posted as and when required as provided above in this Section 2.2, then Seller may terminate, at its discretion, this Agreement. Concurrently with the execution and delivery of this Agreement, Seller, Purchaser and Escrow Agent shall enter into an escrow agreement substantially in the form of **Exhibit B** attached hereto (the “**Escrow Agreement**”). The Deposit shall be held and disbursed in accordance with this Agreement and the Escrow Agreement. The Deposit shall be held by the Title Company in an interest-bearing escrow account established by the Title Company at a bank or other financial institution acceptable to Seller and Purchaser. All interest earned on any portion of the Deposit held in escrow by the Title Company hereunder shall constitute a part of the Deposit. Purchaser hereby represents and warrants that its federal taxpayer identification number is \_\_\_\_\_.

2.3. **Payment.** At or prior to 2:00 p.m. EST on the Closing Date (hereinafter defined), subject to Section 8.1 below, Purchaser and/or Purchaser’s agent shall deposit or cause to be deposited with the Escrow Agent sums sufficient to pay the Purchase Price and all other amounts necessary to satisfy Purchaser’s obligations with respect to closing the transactions contemplated herein. At or prior to 5:00 p.m. EST on the Closing Date, subject to Section 8.1 below, Purchaser shall direct the Escrow Agent to pay to Seller (a) the balance of the Deposit held by Escrow Agent and (b) the remaining balance of the Purchase Price after adjustment for delivery of the Deposit, as adjusted for the prorations and credits set forth in this Agreement, by federal wire transfer in immediately available funds to such bank account(s) as Seller may designate.

2.4. **Closing.** Subject to the terms and conditions of this Agreement, payment of the Purchase Price, recordation of the Deed (hereinafter defined) and the closing hereunder (the “**Closing**”) will take place pursuant to an escrow closing on the Closing Date (hereinafter defined), and shall be conducted by the Title Company at the offices of the Title Company, or at such other time and place as may be agreed to in writing by Seller and Purchaser. As used herein, the term “**Closing Date**” means the date that is the later to occur of: (a) thirty (30) days after the last day of the Due Diligence Period (hereafter defined); or (b) ten (10) days after the satisfaction of the conditions precedent to Closing set forth in Section 8.1, below. Purchaser and Seller shall each have the right, on or prior to the Closing Date, to deposit into escrow with the Title Company all closing documents and other items required to fully and completely consummate Closing pursuant to this Agreement, in which event either party exercising such right shall not be required to attend Closing in person, and such failure to attend Closing shall not constitute a default hereunder. The Closing Date may be extended by written agreement by the Parties.

### 3. **RIGHT TO ENTER PROPERTY.**

3.1. **Due Diligence.** Purchaser and representatives of Purchaser shall have the right at any time following the Effective Date until 5:00 p.m., Washington, D.C. time on the date that is thirty (30) days after the Effective Date or the earlier termination of this Agreement (the “**Due Diligence Period**”) and upon reasonable notice and always never to disturb any occupants, visitors, or patrons thereat and with a representative of Seller (if Seller so determines) to enter the Real Property and perform its due diligence studies and examinations at all reasonable times during normal business hours including to enter upon, test, study, survey, inspect, and conduct engineering, architectural, Phase I environmental, Phase II environmental, geological, soil, economic and other tests on the Property as Purchaser deems necessary or desirable in order to evaluate the Property, to examine title to and surveys of the Property in the public record, and to meet with any governmental authorities. Under no circumstances shall Purchaser have right to, and Purchaser shall not make demand for, the documents or files of Seller. Within three (3) Business Days after the execution of this Agreement, Seller shall deliver to Purchaser all material documentation in Seller’s actual possession or control relating to the Property, including without limitation, all title work, surveys, property leases, zoning reports, permits, environmental reports, geotechnical reports or engineering reports and such other due diligence materials, as are listed on Schedule 3.1 attached hereto, (together, the “Due Diligence Materials”). If Seller has knowledge of the existence of other Due Diligence Materials, that Seller does not have in its actual possession, Seller shall deliver to Purchaser within the same three (3) Business Days a list of such Due Diligence Materials not produced but of which Seller has actual knowledge. Purchaser may, with written notice to Seller, elect to terminate this Agreement prior to the expiration of the Due Diligence Period, for any reason, without any consent required by Seller. In the event that Purchaser elects to terminate this Agreement, the Deposit shall be refunded to Purchaser in full and this Agreement shall be null and void and neither Seller nor Purchaser shall have any further obligations hereunder except as may specifically survive such termination as set forth herein, provided Purchaser has returned all Due Diligence Materials to Seller as well as a copy of all of the studies and analyses that Purchaser has received (internal and external) relative to Purchaser’s purchase of the Property. Purchaser acknowledges and agrees that, from and after the expiration of the Due Diligence Period, Purchaser will have no right to terminate this Agreement other than as expressly provided in this Agreement. If Purchaser does not notify Seller prior to the end of the Due Diligence Period that Purchaser elects to purchase the Property, this Agreement shall automatically terminate and the Deposit shall immediately be returned to Purchaser.

3.2. **Insurance.** Prior to entry upon the Real Property, Purchaser shall deliver to Seller sufficient evidence that Purchaser has obtained commercial general liability insurance including a contractual liability endorsement and personal injury coverage in an amount of not less than \$2,000,000 for bodily injury and death and of not less than \$2,000,000 for property damage liability for any one occurrence, naming Seller as an additional insured, with respect to the Real Property and any entry onto or activities on or about the Real Property by Purchaser and all of Purchaser’s agents, employees and contractors (and any others entering onto the Real Property for or at the request of Purchaser).

3.3. Limitation on Inspections. In connection with the right to enter upon the Real Property set forth in this Section 3, Purchaser agrees (i) to comply with all applicable laws, (ii) not to interfere with the operation of the Real Property or disturb or otherwise interfere in the use of the Real Property by Seller at the Real Property and at the property adjacent thereto and (iii) to restore the Real Property to substantially the same prior condition after the performance of any such inspection; provided, however, that Purchaser shall have no obligation to remediate, repair or restore any physical or environmental condition existing on, or affecting, the Real Property prior to Purchaser's inspection and/or discovery thereof. In addition, and notwithstanding the foregoing provisions of this Section 3, Purchaser and its agents, employees and contractors (and any others entering onto the Real Property for or at the request of Purchaser) shall: (a) not damage any part of the Property or any other property; (b) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees (or any others entering onto the Real Property); (c) promptly pay when due the costs of all tests, investigations and examinations with regard to the Property conducted by or at the instruction of Purchaser and all of Purchaser's agents, employees and contractors (and any others entering onto the Real Property for or at the request of Purchaser); (d) not permit any liens to attach to the Property by reason of the exercise of its rights under this Section 3; (e) keep confidential and not disclose to any third party the results of any such study or investigation except as may be required by applicable law or as is permitted under Section 7.1; and (f) give Seller reasonable prior written notice (which may be by electronic mail) of Purchaser's intent to conduct any inspections or tests so that Seller will have the opportunity to have a representative present during any such inspection or test and Purchaser further agrees to cooperate with any reasonable request by Seller in connection with the timing of any such inspection or test. Notwithstanding the foregoing, except as provided below in this Section, Purchaser shall not be permitted to undertake any air sampling or any intrusive or destructive testing of the Property, including, without limitation, a "Phase II" environmental assessment, without in each instance first obtaining Seller's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed so long as the test or study is recommended by the consultants or experts in the field retained by Purchaser to conduct same.

3.4. Indemnification. Purchaser shall, at its sole cost and expense, repair any damage to the Property or any other property of a person other than the Purchaser arising from or in connection with Purchaser's due diligence studies and examinations on the Property and restore any such damaged property to the same condition as existed prior to such study or examination and does hereby agree to, indemnify, defend and hold Seller and its direct and indirect members, partners, trustees, shareholders, beneficiaries, directors, officers, employees, attorneys and agents, and their respective heirs, successors, personal representatives and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by the actions of Purchaser and any and all of Purchaser's agents, employees and contractors (and any others entering onto the Real Property for or at the request of Purchaser) taken or occurring in, on or about the Real Property in the exercise of the inspection right granted pursuant to this Section 3; provided, however, such indemnity shall not extend to protect Seller (or any of the other indemnitees described above) from liability related to, or render Purchaser liable for: (i) Seller's (or any such other indemnitee's) negligence or willful misconduct; or (ii) any contamination or other matters discovered by Purchaser in connection with its investigations.

3.5. Title and Survey. Seller shall convey good, recordable and marketable title to the Property insurable at standard rates for standard coverage. Purchaser shall obtain at its expense, and deliver to Seller prior to the expiration of the Due Diligence Period, a commitment for an ALTA owner's title insurance policy ("**Title Commitment**") issued by the Title Company along with Purchaser's written objections ("**Purchaser's Title Objection Letter**"), which may be electronic, to survey matters and/or matters shown in the Title Commitment. If Purchaser does not timely provide Purchaser's Title Objection Letter to Seller, Purchaser shall be deemed to have waived all objections to any title exceptions and survey defects set forth in the Title Commitment. Seller shall have no obligation to take any action with respect to Purchaser's objections to any survey or the Title Commitment (if any), other than to remove of record at or prior to Closing any items which may be removed by payment of funds at the Closing, such as deeds of trust, mortgages, unpaid taxes and other monetary liens granted by Seller or recorded in the chain of title against the Property as well and all mechanic's and materialmen's liens filed in connection with work performed by or on behalf of Seller, (collectively, "**Monetary Liens**"). Within five (5) Business Days after Seller's receipt of Purchaser's Title Objection Letter, Seller shall respond to Purchaser in writing, which may be electronic ("**Seller's Title Response**"), setting forth which items Seller may elect to remove or release prior to the Closing Date. In the event that a title defect that Seller has elected to cure cannot reasonably be removed or released prior to the Closing Date, Seller may extend the Closing Date as reasonably necessary to provide sufficient time to effectuate such cure. The failure by Seller to deliver any written notification of its election within the specified period shall be deemed as Seller's election not to cause any such objections to be released or removed. Within five (5) Business Days after Purchaser's receipt of Seller's Title Response, Purchaser shall respond to Seller in writing, which may be electronic, of its election to waive any remaining title objections or its election to terminate this Agreement. In the event that Purchaser elects to terminate this Agreement, the Deposit shall be refunded to Purchaser and this Agreement shall be null and void and neither Seller nor Purchaser shall have any further obligations hereunder except as may specifically survive such termination as set forth herein. If Purchaser does not timely respond to Seller's Title Response, Purchaser shall be deemed to have waived any remaining exceptions and elected to proceed to Closing. As used in this Agreement, the term "**Permitted Exceptions**" shall mean (i) all exceptions to title set forth in the Title Commitment existing as of the last day of the Due Diligence Period which are not set forth in Purchaser's Title Objection Letter, and (ii) any objections set forth in Purchaser's Title Objection Letter which Purchaser elects or is deemed to have elected to waive pursuant to the provisions of this Section 3.5.

3.6. Survival. The provisions of this Section 3 shall survive the Closing or termination of this Agreement.

#### 4. **REPRESENTATIONS AND WARRANTIES OF SELLER.**

4.1. Representations and Warranties. Seller represents and warrants to Purchaser that the following are true and correct in all material respects as of the date hereof:

4.1.1. Foreign Missions Act. Seller confirms that it has obtained permission from the U.S. Department of State to sell the Real Property, in compliance with the Foreign Missions Act, 22 U.S.C., Section 4305.

4.1.2. OFAC. Seller (a) is not in violation of any Anti-Terrorism Law (as defined below), (b) is not a Prohibited Person (as defined below) or (c) is not and will not knowingly (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 (as defined below) or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein: (1) “Anti-Terrorism Law” is defined as any Law relating to terrorism or money-laundering, including Executive Order No. 13224 and the USA Patriot Act (as defined below); (2) “Executive Order No. 13224” is defined as the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”; (3) “Prohibited Person” is defined as (A) person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (B) an entity that is listed in the Annex to, or is otherwise subject to the provisions of, a person or entity owned or controlled by, or acting for or on behalf of, any person or Executive Order No. 13224; (C) a person or entity with whom any lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; person or entity who commits, threatens or conspires to commit or supports “terrorism” as defined in Executive Order No. 13224; (D) a person or entity that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eotffc/sdn/tllsdn.pdf> or at any replacement website or other official publication of such list; or (E) a person or entity who is affiliated with a person or entity described in clauses (1)-(4) of this definition; and (4) “USA Patriot Act” is defined as the “Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001” (Public Law 107-56). After the Closing Date, Seller agrees to cooperate with Purchaser in providing such additional information and documentation on Seller’s legal or beneficial ownership, policies, procedures and sources of funds as the Purchaser reasonably deems necessary or prudent to enable it to comply with Anti-Money Laundering Laws as now in existence or hereafter amended.

4.1.3. Authority. Seller has all requisite power and authority to enter into this Agreement and all documents now or hereafter to be executed and delivered by Purchaser pursuant to this Agreement and to perform its obligations under this Agreement and under such documents. Purchaser has obtained any consents necessary for it to enter into this Agreement.

4.1.4. Pending Actions. To Seller’s actual knowledge without the obligation to make any independent investigation whatsoever, there is no action, governmental investigation or litigation pending or, threatened against the Property or Seller.

4.1.5. Leases; Contracts. There are no leases affecting the Real Property.



4.1.6. Condemnation. There are no pending, or, to the best of Seller's actual knowledge, threatened condemnation, incorporation, annexation or moratorium proceedings affecting the Property.

4.1.7. Hazardous Materials. Seller has no knowledge or awareness of any studies, reports or assessments of the environmental condition of or affecting the Property in the actual possession or control of Seller or any of its agents, consultants or representatives. To the best of Seller's knowledge, there are no Hazardous Materials on the Property. Seller has not received any notice from any governmental authority inquiring about, seeking to investigate, or claiming the existence of, any Hazardous Materials on, under or about the Property. The term "Hazardous Materials" shall mean any product, substance, chemical, material or waste which is either (a) potentially injurious to public health, safety, welfare, or the environment, or to the Property; or (b) regulated, monitored, or subject to reporting by any governmental authority.

4.1.8. Notice of Violations. Seller has not received a written notice from a governmental agency stating that the Real Property violates any applicable laws.

4.2. Survival. Except as otherwise expressly set forth in this Agreement, no representations and/or warranties, covenants, indemnities or other obligations of Seller or Purchaser set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after Closing (except as expressly permitted hereunder). Notwithstanding the foregoing to the contrary, the representations and warranties of the parties under Sections 4.1 and 5.1 shall survive Closing for a period of twelve (12) months.

## 5. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

5.1. Representations and Warranties. Purchaser represents and warrants to Seller as follows as of the date hereof and Seller or the Title Company shall receive within three (3) days of request, proof of the following from Purchaser, to the extent such proof is available to Purchaser:

5.1.1. Authority. Purchaser has all requisite power and authority to enter into this Agreement and all documents now or hereafter to be executed and delivered by Purchaser pursuant to this Agreement and to perform its obligations under this Agreement and under such documents. Purchaser has obtained any consents necessary for it to enter into this Agreement.

5.1.2. No Violation. The execution, delivery and performance by Purchaser of this Agreement will not result in a violation by Purchaser of (a) any judgment or order entered by any court or governmental body, (b) any governmental statute, ordinance, code, rule or regulation or (c) any contract or agreement or indenture.

5.1.3. Bankruptcy. Purchaser has not (a) commenced a voluntary case with respect to it or its assets, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or

foreign judicial or non-judicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets, or (c) made a general assignment for the benefit of creditors.

5.1.4. OFAC. Purchaser (a) is not in violation of any Anti-Terrorism Law, (b) is not a Prohibited Person, or (c) is not and will not knowingly (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. After the Closing Date, Purchaser agrees to cooperate with Seller in providing such additional information and documentation on Purchaser's legal or beneficial ownership, policies, procedures and sources of funds as Seller reasonably deems necessary or prudent to enable it to comply with Anti-Money Laundering Laws as now in existence or hereafter amended.

**6. AS-IS PURCHASE. PURCHASER REPRESENTS, ACKNOWLEDGES, COVENANTS AND WARRANTIES AS FOLLOWS:**

PURCHASER HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING, NEITHER SELLER NOR ANY OTHER PERSON ACTING ON BEHALF OF SELLER NOR ANY SUCCESSOR OR ASSIGN OF ANY OF THE FOREGOING PARTIES, HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY ORAL OR WRITTEN REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE PROPERTY, THE PERMITTED USE OF THE PROPERTY OR THE ZONING AND OTHER LAWS, REGULATIONS AND RULES APPLICABLE THERETO OR THE COMPLIANCE BY THE PROPERTY THEREWITH, THE REVENUES AND EXPENSES GENERATED BY OR ASSOCIATED WITH THE PROPERTY, OR OTHERWISE RELATING TO THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED HEREIN. PURCHASER FURTHER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL MATERIALS WHICH HAVE BEEN PROVIDED BY SELLER AND/OR ANY OTHER PERSON ACTING ON BEHALF OF SELLER HAVE BEEN PROVIDED WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED AS TO THEIR CONTENT, SUITABILITY FOR ANY PURPOSE, ACCURACY, TRUTHFULNESS OR COMPLETENESS AND PURCHASER SHALL NOT HAVE ANY RECOURSE AGAINST SELLER OR ANY OTHER PERSON ACTING ON BEHALF OF SELLER IN THE EVENT OF ANY ERRORS THEREIN OR OMISSIONS THEREFROM. PURCHASER IS ACQUIRING THE PROPERTY BASED SOLELY ON ITS OWN INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER, OR ANY OTHER PERSON ACTING ON BEHALF OF SELLER. PURCHASER EXPRESSLY DISCLAIMS ANY INTENT TO RELY ON ANY SUCH MATERIALS PROVIDED TO IT BY SELLER IN

CONNECTION WITH ITS DUE DILIGENCE AND AGREES THAT IT SHALL RELY SOLELY ON ITS OWN INDEPENDENTLY DEVELOPED OR VERIFIED INFORMATION.

PURCHASER IS ACQUIRING THE PROPERTY IN ITS “AS IS” CONDITION, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, ALL OF WHICH ARE HEREBY WAIVED AND DISCLAIMED BY PURCHASER EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

PURCHASER ACKNOWLEDGES AND AGREES THAT ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT BE SUBJECT TO ANY FINANCING CONTINGENCY AND PURCHASER SHALL HAVE NO RIGHT TO TERMINATE THIS AGREEMENT OR RECEIVE A RETURN OF THE DEPOSIT (OR THE ACCRUED INTEREST THEREON) EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

PURCHASER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT IS AWARE THAT SELLER HAS RELIED UPON THE ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES MADE IN THIS SECTION 7 AS A MATERIAL PART OF INDUCING SELLER TO ENTER INTO THIS AGREEMENT WITH PURCHASER.

7. **PURCHASER’S INDUCEMENTS TO SELLER.**

7.1. Confidentiality. Purchaser and Seller expressly acknowledge and agree to hold in confidence the transactions contemplated by this Agreement, the terms, conditions and negotiations concerning the same, and any and all information regarding the Seller, the Property or the operation thereof provided by Seller or obtained by Purchaser that are not otherwise known by or readily available to the public and not to disclose such non-public information except to its legal counsel, agents, representatives, qualified intermediary, surveyor, broker, accountants, consultants, officers, directors, shareholders, investors, partners, members, lenders and their counsel, and the Title Company (collectively, the “**Authorized Representatives**”). The foregoing obligation shall not apply to any disclosure which is necessary for Purchaser’s or Seller’s performance under this Agreement, to comply with applicable laws or a court order or discovery request or to evaluate the Property and/or the transaction contemplated by this Agreement. Each of Purchaser and Seller shall inform its respective Authorized Representatives of the confidentiality provisions of this Agreement and instruct same to comply herewith. Prior to Closing, Purchaser shall use diligent efforts to not disclose any information and materials obtained by Purchaser in connection with the Property that are not otherwise known by or readily available to the public to any third persons (other than to its Authorized Representatives) unless Purchaser has obtained the prior written consent of Seller, which consent shall not be unreasonably withheld, delayed or conditioned and which consent shall not be required to the extent that such disclosure may be necessary for Purchaser’s performance under this Agreement or to comply with applicable laws or court order. Nothing contained in this Section 7.1 shall preclude or limit either party from: (i) disclosing or accessing any information otherwise deemed confidential under this Section 7.1 in connection with such party’s enforcement of its rights following a disagreement or dispute under this Agreement or in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction or any filings with governmental authorities required by reason of the

transactions provided for in this Agreement, or (ii) be applicable to Purchaser after Closing. The provisions of this Section 7.1 shall survive termination of this Agreement for a period of twelve (12) months.

## 8. CONDITIONS TO CLOSING.

8.1. Purchaser's Conditions. Purchaser's obligation to consummate Closing pursuant to this Agreement is conditioned upon the satisfaction (or waiver by Purchaser) of the following conditions on and as of the Closing Date:

8.1.1. Seller shall have performed and satisfied its obligations under this Agreement in all material respects.

8.1.2. The representations and warranties of Seller shall be true and correct in all material respects as of the Closing with the same force and effect as if such representations and warranties had been made on and as of such date.

8.1.3. Title to the Property shall be good and marketable, insurable by the Title Company (the "Title Policy"), without exceptions or reservations of any type or kind except for the Permitted Exceptions.

8.1.4. There shall not have been filed by or against Seller at any time prior to or on the Date of Closing any bankruptcy, reorganization or receiver petition.

8.2. Seller's Conditions. Seller's obligation to consummate Closing pursuant to this Agreement is conditioned upon the satisfaction (or waiver by Seller) of the following conditions on and as of the Closing Date.

8.2.1. Purchaser shall have performed and satisfied its obligations under this Agreement in all material respects, time being strictly of the essence.

8.2.2. The representations and warranties of Purchaser shall be true and correct in all material respects as of Closing with the same force and effect as if such representations and warranties had been made on and as of such date.

8.2.3. The sale is conditioned upon Seller having received approval of the sale by the Special Committee of the Government of France, to be granted or denied in its sole and unreviewable discretion. In the event approval is not granted, the sole remedy of Purchaser shall be return of its Deposit.

## 8.3. Failure of Condition.

8.3.1. If any condition set forth in Section 8.1 is not satisfied by the expiration of a thirty (30) day cure period, the sole right of Purchaser shall be to either (a) terminate this Agreement by delivering written notice of such termination to Seller on or prior to the Closing Date, in which event the Deposit shall be returned to Purchaser and the parties shall have no further

obligations or liabilities to the other hereunder, except as expressly provided for in this Agreement, or (b) waive in writing the satisfaction of the condition or conditions under Section 8.1 and proceed to Closing in accordance with and subject to the terms of this Agreement; provided, however, that in the event that such failure of condition shall constitute a default under this Agreement the parties shall have the rights and remedies set forth in Section 12, below and in the event of a conflict the terms of Section 12 shall supersede the provisions of Section 8.

9. **CLOSING DELIVERIES.**

9.1. **Seller's Closing Deliveries.** At Closing, Seller shall execute (to the extent applicable) and deliver, or cause to be delivered, the following with respect to the Property:

9.1.1. A Special Warranty Deed for the Real Property (the "**Deed**"), in substantially the form attached hereto as **Exhibit D** and as approved by the Title Company.

9.1.2. Certifications and affidavits as required by the Foreign Investors Real Property Tax Act.

9.1.3. Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Company.

9.1.4. An affidavit (the "**Seller's Affidavit**") to the Title Company substantially in the form attached hereto as Exhibit E and as approved by the Title Company.

9.1.5. A closing and proration statement agreed to by the parties (the "**Closing Statement**").

9.1.6. Any transfer documents or certificates required by any applicable governing body or law to complete this transaction, including, without limitation, an IRS 1099S form and any forms relating to transfer taxes, the recordation tax or other similar tax.

9.1.7. A certificate executed by Seller restating the representations and warranties set forth in Section 4.1 as of the Closing Date.

9.1.8. All other documents reasonably required of Seller to effectuate this Agreement and the transaction contemplated by this Agreement.

9.2. **Purchaser's Closing Deliveries.** At Closing, Purchaser shall deliver, or cause to be delivered, the following:

9.2.1. The Purchase Price, adjusted in accordance with the provisions of Sections 2 and 10 hereof.

9.2.2. The Closing Statement.

9.2.3. Any transfer documents or certificates required by any applicable governing body or law to complete this transaction, including, without limitation, any forms relating to the transfer tax, the recordation tax or other similar tax.

9.2.4. Any documents, instruments or certificates as may be reasonably required by Seller to enable Seller to make its desired tax election in accordance with the Internal Revenue Code which are consistent with the terms of this Agreement.

9.2.5. A certificate executed by Purchaser restating the representations and warranties set forth in Section 5.1 as of the Closing Date.

9.2.6. All other documents reasonably required of Purchaser to effectuate this Agreement and the transaction contemplated by this Agreement.

10. **APPORTIONMENTS; EXPENSES.**

10.1. Apportionments. The following matters shall be apportioned and adjusted between Seller and Purchaser as of the Closing Date.

10.1.1. Taxes. The Parties acknowledge that Seller is a tax-exempt entity, and that any and all taxes due for the Property and its sale to Purchaser hereunder shall be borne solely by the Purchaser.

10.1.2. Operating Expenses. All maintenance, management, electricity, water, gas, sewage and other utility and operating expenses, if any, applicable to the Real Property shall be prorated between Seller and Purchaser as of the Closing Date based on estimates of the amounts that will be due and payable on the next payment date, unless final readings or invoices therefor as of the Closing Date shall have been obtained, and if such final readings or invoices as of the Closing Date have been obtained, such final readings shall be utilized as the basis for adjustment.

10.1.3. Calculations; Survival. Except as otherwise set forth herein, all items to be apportioned and adjusted pursuant to this Section 10.1 shall be prorated as of 11:59 p.m. of the day immediately preceding the Closing Date. All items of income and expense which accrue for the period prior to the Closing will be for the account of Seller and all items of income and expense which accrue for the period on and after the Closing will be for the account of Purchaser. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty five (365) day year. The amount of such apportionments and adjustments shall be initially performed at Closing but shall be subject to adjustment in cash after the Closing as and when complete and accurate information becomes available, if such information is not available at the Closing. Seller and Purchaser agree to cooperate and use commercially reasonable efforts to make such adjustments no later than sixty (60) days after the Closing (except for apportioned costs and real estate tax pass-throughs payable under the Lease, which shall be fully adjusted within sixty (60) days after the end of the calendar year in which Closing occurs) and any payment required in connection therewith shall be made with thirty (30) days after such adjustments. The provisions of Section 10.1 shall survive the Closing.

10.2. Transfer and Recordation Taxes. Seller and Purchaser shall each pay one-half (1/2) of the District of Columbia transfer and recordation taxes payable in connection with the transfer of the Real Property.

10.3. Expenses.

10.3.1. Seller's Expenses. Seller shall pay its own expenses, including all fees of Seller's attorneys, accountants and other professionals, incurred by Seller in connection with the transaction contemplated by this Agreement.

10.3.2. Purchaser's Expenses. Purchaser shall pay its own expenses, including title insurance premiums, costs of title examination and other Title Company charges, all survey costs and all fees of Purchaser's attorneys, accountants and other professionals, incurred in connection with this Agreement.

10.3.3. Other Expenses. Except as specifically provided for in this Agreement, Seller and Purchaser shall allocate all closing costs between them in accordance with customary practice in the Property Jurisdiction.

11. **EMINENT DOMAIN; CASUALTY.**

11.1. Eminent Domain. If prior to the Closing Date condemnation proceedings are commenced against all or any part of the Real Property, then Seller shall promptly notify Purchaser of the same (the "**Taking Notice**") and the following provisions shall apply:

11.1.1. Taking. Purchaser shall accept title to the Real Property subject to the condemnation, in which case Seller shall pay over or assign to Purchaser all rights and proceeds arising by reason of such taking (less any reasonable costs and expenses incurred by Seller to restore the Property) and Purchaser shall pay the Purchase Price without reduction and Seller shall not settle or consent to the condemnation without Purchaser's sole consent.

11.2. Casualty. If any time prior to the Closing any portion of the Improvements is destroyed or damaged as a result of fire or any casualty, Purchaser shall have the right to terminate this Agreement by written notice to Seller given on or before the date that is the earlier to occur of (a) ten (10) Business Days after Seller notifies Purchaser in writing of the casualty or (b) the Closing. In the event Purchaser does not terminate this Agreement, Purchaser shall accept title to the Real Property, in which case Seller shall pay over or assign to Purchaser all rights and proceeds of insurance arising by reason of such casualty and Purchaser shall pay the Purchase Price without reduction. If Purchaser terminates this Agreement pursuant to this Section 11.2, (i) the Deposit shall be returned to Purchaser, and (ii) except as expressly provided for in this Agreement, neither Seller nor Purchaser shall have any further liability or obligation under this Agreement.

12. **DEFAULT AND REMEDIES.**

12.1. Seller's Remedies. If Purchaser defaults in its obligation to close, provided that Seller is then ready, willing and able to close and is not in default under this Agreement, then

subject to the provisions of Section 12.3 below, Seller shall be entitled to terminate this Agreement and receive the entire Deposit as agreed liquidated damages (and not as a penalty) and as Seller's sole remedy, in lieu of, and as full compensation for, all other rights or claims of Seller against Purchaser by reason of such default or failure. Upon such payment of the Deposit to Seller, this Agreement shall terminate and, except as expressly provided for in this Agreement, neither Seller nor Purchaser shall have any further liability or obligation under this Agreement. Purchaser and Seller acknowledge that the damages to Seller resulting from Purchaser's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section 12.1 represents both parties' reasonable efforts to approximate such potential damages.

12.2. Purchaser's Remedies. If Seller defaults in its obligation to close under this Agreement, or if there is a failure of a closing condition described in Section 8.1.1 or 8.1.2, Purchaser shall have, as its sole remedy therefor, (a) the right to terminate this Agreement and receive the entire Deposit, in which event neither Seller nor Purchaser shall have any further liability or obligation under this Agreement, other than any liability that expressly survives termination of this Agreement; or (b) waive such breach or default and proceed to Closing.

12.3. Remedies Exclusive. By the express agreement of Purchaser and Seller, the remedies set forth in this Section 12 constitute the sole remedies at law or in equity available to Purchaser and Seller, as the case may be, on account of the other party's breach of its obligations to close under this Agreement or failures of the closing conditions described in Section 12.1 or Section 12.2, as the case may be, provided, however, to the extent any terms or provisions of this Agreement are specifically intended to survive the Closing and delivery of the Deed or the termination of this Agreement, Purchaser and Seller shall have all remedies with respect thereto as may be available at law or in equity, including injunctive relief. In no event, however, shall any party to this Agreement be liable for any consequential, special, indirect or punitive damages.

12.4. Cure. If either Purchaser or Seller fails to perform any of their respective obligations under this Agreement, the non-defaulting party shall give written notice to the defaulting party specifying such default and, the defaulting party shall not be in default under this Agreement unless the defaulting party fails to cure such default within seven (7) Business Days after the delivery by the non-defaulting party of said written notice and if the Closing Date would occur during such cure period, the Closing Date shall be deemed extended to be the first Business Day following the last day of such cure period.

12.5. Limitation on Liability.

12.5.1. Seller's respective officers, directors, agents, employees, heirs, successors or assigns shall have no personal liability of any kind or nature for or by reason of any matter or thing whatsoever under, in connection with, arising out of this Agreement and the transactions contemplated herein, and Purchaser hereby waives for itself and anyone who may claim by, through or under Purchaser any and all rights to sue or recover on account of any such alleged personal liability.

12.5.2. No shareholders, partners or members of Purchaser nor any of its or their respective officers, directors, agents, employees, heirs, successors or assigns shall have any personal



liability of any kind or nature for or by reason of any matter or thing whatsoever under, in connection with, arising out of this Agreement and the transactions contemplated herein, and Seller hereby waives for itself and anyone who may claim by, through or under Seller any and all rights to sue or recover on account of any such alleged personal liability.

13. **FURTHER ASSURANCES.**

After the Closing, Seller and Purchaser agree to perform such other acts, and to execute, acknowledge and deliver, such other instruments, documents and other materials as the other may reasonably request (at no cost or liability to the performing party) and as shall be necessary in order to effect the consummation of the transactions contemplated by this Agreement or to provide further assurances of any transfer, conveyance or assignment made pursuant to this Agreement.

14. **NOTICES.**

Except as may be otherwise provided in this Agreement, all notices, demands, requests or other communications required or permitted to be given under this Agreement must be in writing and must be delivered to the following addresses (a) personally, by hand delivery; (b) by Federal Express or a similar internationally recognized overnight courier service; or (c) by email, provided that a confirmation copy is delivered within one (1) Business Day by the method set forth in clause (a) or (b) of this Section 14. All such notices, demands, requests or other communications shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day which is not a Business Day or is required to be delivered on or before a specific day which is not a Business Day, the day of receipt or required delivery shall automatically be extended to the next Business Day.

**If to Seller:**

Alex Venditti  
Coldwell Banker Brokerage Realty  
1617 14<sup>th</sup> Street, NW  
Washington, DC 20009  
Email: [AV@cbmove.com](mailto:AV@cbmove.com)

With a copy to counsel:

Peter D. Antonoplos, Esq.  
Antonoplos & Associates, Attorneys at Law  
1725 DeSales Street, NW  
Suite 600  
Washington, DC 20036  
Email: [Peter@antonlegal.com](mailto:Peter@antonlegal.com)

**If to Purchaser:**

[INSERT]

Notice given by counsel to a party to this Agreement shall be considered notice given by such party. Any party to this Agreement or its counsel may designate a different address for itself by notice given in the manner set forth above.

15. **BROKERS.**

Seller and Purchaser shall each pay all respective amounts due to its respective broker in connection with this transaction pursuant to separate agreements. Each of Purchaser and Seller hereby indemnifies and holds harmless the other from all loss, cost and expenses (including reasonable attorneys' fees and expenses) arising out of a breach of its representation or undertaking set forth in this Section 15. The provisions of this Section 15 shall survive Closing or the termination of this Agreement. [BROKER] represents the Purchaser in this transaction, and Coldwell Banker Brokerage Realty and Compass Real Estate jointly co-represent the Seller in this transaction. The Seller agrees to pay the Purchaser's Broker a commission of Three Percent (3.00%) of the Purchase Price, and the Seller's co-Brokers a combined commission of Three Percent (3.00%), (being a total of 6.00% to all Brokers) in accordance with its agreement with Coldwell Banker Brokerage Realty and Compass Real Estate.

16. **RESERVED.**

17. **MISCELLANEOUS.**

17.1. Assignability. Purchaser may not assign or transfer all or any portion of its rights and obligations under this Agreement to any other individual, entity or person without the prior written consent thereto by Seller; provided, that Seller agrees that Purchaser may assign this Agreement without Seller's consent, but with notice thereto, to an entity wholly-owned and controlled by Purchaser (a "**Purchaser Affiliate**"), provided that said notice shall include proof of such beneficial interest and control. Seller may assign or transfer all or any portion of its rights and obligations under this Agreement to any other individual, entity or person without the prior written consent thereto by Purchaser.

17.2. Governing Law; Parties in Interest. This Agreement shall be governed by the law of the Property Jurisdiction without giving effect to its conflicts of law principles and shall bind and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, successors, and permitted assigns.

17.3. Headings. The headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.4. Counterparts; Signatures. This Agreement, and any amendments hereto, may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of

which together shall constitute one and the same instrument. Signatures delivered electronically (e.g., via PDF file) shall be deemed to be the equivalent of original signatures for purposes of this Agreement and any amendments hereto.

17.5. Exhibits. All Exhibits which are referred to in this Agreement and which are attached to this Agreement are expressly made and constitute a part of this Agreement.

17.6. Merger. Except as otherwise specifically provided in this Agreement, the acceptance of the Deed by the recordation thereof shall be deemed to be a full and complete performance and discharge of every agreement and obligation of Seller contained in this Agreement.

17.7. Entire Agreement; Amendments. This Agreement, the Exhibits to this Agreement and the Escrow Agreement set forth all of the covenants, representations, warranties, agreements, conditions and undertakings between the parties to this Agreement with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

17.8. Jury Trial Waiver. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND THE RELATIONSHIP OF PURCHASER AND SELLER UNDER THIS AGREEMENT. EACH PARTY HEREBY CONSENTS TO ANY SERVICE OF PROCESS IN ANY SUCH ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM AT THE ADDRESS SET FORTH FOR SUCH PARTY IN THIS AGREEMENT; PROVIDED, HOWEVER, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS REQUIRING SUCH SERVICE AT SUCH ADDRESS. THE PROVISIONS OF THIS SECTION 17.8 SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

17.9. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties to this Agreement (and their respective successors and permitted assigns), and no other person or entity shall be deemed to be a third-party beneficiary of this Agreement.

17.10. Business Day. For purposes of this Agreement, “**Business Day**” means any day on which business is generally transacted by banks in the Property Jurisdiction. If a date or the expiration date of any period that is set out in any paragraph of this Agreement falls upon a day that is not a Business Day, then, in such event, the date or expiration date of such period shall be extended to the next Business Day.

17.11. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17.12. Timing. Time is strictly of the essence in the performance of all obligations under this Agreement notwithstanding any rule of law to the contrary and no party who is insisting upon adherence to such construction need not prove nor assert any need or expectation as a condition thereof.

17.13. Litigation Expenses. In any action or proceeding brought by either party hereto against the other based upon or arising from any breach of the terms of this Agreement, the party deemed to be the “prevailing party” shall be entitled to recover its reasonable litigation and collection costs, including, but not limited to reasonable attorneys’ fees, paralegal expenses, investigation expenses, and other expenses incident to such litigation (together, “Litigation Expenses”), from the other party within thirty (30) days after delivery of the prevailing party’s invoice for such amount (accompanied by copies of invoice(s) evidencing such costs).

17.14. Arbitration Sole Forum for Litigation. The parties elect not to have any issues relative to this Agreement litigated in court and have elected, as the sole and exclusive alternative thereto, triable by binding arbitration to be conducted within thirty (30) miles of the United States Capitol Building in Washington, DC under the real estate and commercial arbitration rules of the American Arbitration (“AAA”). Both parties shall promptly cooperate and give their full and timely cooperation, including, by way of example, if necessary, the deposit of fees, costs and expenses of the arbitration, with the AAA. Should either party fail to timely select or designate acceptable arbitrators from the panel of arbitrators within the time proscribed by the AAA, the non-recalcitrant party may do so as the appointee of such recalcitrant party. The award of the arbitrator shall be final and binding and shall be enforced a final judgment in the Superior Court for the District of Columbia.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

**SELLER:**

THE GOVERNMENT OF THE REPUBLIC OF FRANCE

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER:**

[NAME]

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A  
Legal Description  
(To be Inserted as Ascribed in the Deed of Conveyance to Seller)

Exhibit B  
Escrow Agreement

**ESCROW AGREEMENT**

**[SUBJECT TO REVIEW AND APPROVAL OF TITLE COMPANY]**

**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and among \_\_\_\_\_ ("**Escrow Agent**"), \_\_\_\_\_ ("**Purchaser**"), and \_\_\_\_\_ ("**Seller**").

WHEREAS, Purchaser and Seller are parties to a certain \_\_\_\_\_ dated \_\_\_\_\_, 2015 (the "Agreement") for the sale of certain real property located at \_\_\_(address)\_\_\_ in \_\_\_\_\_ County, \_\_ (State)\_\_\_; and

WHEREAS, Purchaser and Seller have requested Escrow Agent to hold the earnest money deposit as defined in the Agreement (the "**Deposit**") in accordance with the terms and conditions of this escrow agreement.

NOW THEREFORE, in consideration of the promises and undertakings herein made, and the proposed issuance of a title insurance policy (or policies) by Escrow Agent, it is agreed that:

1. Purchaser and Seller hereby appoint Escrow Agent to hold the Fence Reserve as defined under the Agreement, and Escrow Agent hereby acknowledges receipt of \$\_\_\_\_\_ to be held according to the terms hereof. Escrow Agent shall receive the amount of \$\_\_\_\_\_ for its services as Escrow Agent together with reimbursement for all sums expended by Escrow Agent in performing functions hereunder.

2. Escrow Agent is to hold the Deposit in the name of Escrow Agent as custodial agent for Purchaser as follows:

a. The Deposit shall be invested in one or more separate FDIC insured interest bearing accounts in one or more financial institutions, and all interest accruing thereon shall be paid to the party entitled to the Deposit under the terms of the Agreement. Notwithstanding the foregoing, Escrow Agent assumes no responsibility for, nor will Escrow Agent be liable for, any loss accruing that arises solely because the deposit amount in any one escrow account exceeds \$250,000.00, and the excess amount is not insured by the FDIC.

b. Investment of the Deposit shall be made only after Purchaser has provided Escrow Agent with an executed W-9 Form stating the Federal Tax Identification Number of the Purchaser. All investments shall be further subject to the rules, regulations, policies and procedures of the depository institution.

3. Escrow Agent shall apply the funds held pursuant hereto according to the terms of the Agreement, subject to such written instructions to the contrary as might be received from both



Purchaser and Seller. In the event Escrow Agent receives at any time a written request from one party requesting a disbursement of the amounts held hereunder, which request is not joined in by the other party, Escrow Agent shall not later than ten business days following the receipt of such request, notify the non-requesting party of such request. If Escrow Agent shall not receive a written objection to such request from the non-requesting party within ten business days of notification to that party of the request, Escrow Agent shall be authorized to make the disbursement as requested. If objection is made in writing within the aforesaid period, Escrow Agent shall not make any disbursement but instead shall retain the Deposit until instructed otherwise in writing jointly by Purchaser and Seller, or, if appropriate, interplead the Deposit in a court of competent jurisdiction.

4. If any dispute arises with respect to this Escrow Agreement, whether such dispute arises between the parties hereto or between the parties hereto and other persons, Escrow Agent is authorized to interplead such disputes in a court of competent jurisdiction. In such case Escrow Agent shall be entitled to costs incurred on account of such action, including attorney's fees, which costs shall be allocated between the parties equally. Escrow Agent upon interpleading funds pursuant hereto, shall thereafter be relieved of further responsibility.

5. In performing its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for its gross negligence or willful misconduct, and it shall accordingly not incur any such liability with respect to any action taken or omitted (a) in good faith upon advice of its counsel or (b) in reliance upon any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, that Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person and to conform to the provisions of this Agreement. Seller and Purchaser hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and reasonable legal fees and disbursements, that may be imposed upon or incurred by Escrow Agent in connection with the acceptance or performance of its duties hereunder, including without limitation, any litigation arising out of this Agreement.

6. All notices given by any party hereunder shall be in writing and shall be duly given on the first business day after prepaid deposit for overnight delivery by a national overnight courier service. Any such notice is to be addressed to the appropriate party at the address set forth below:

a. As to Escrow Agent: \_\_\_\_\_  
\_\_\_\_\_

b. As to Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. As to Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. The instructions contained herein may not be modified, amended or altered in any way except by a writing signed by Seller, Purchaser and Escrow Agent.

8. This Escrow Agreement is intended solely to supplement and implement the provisions of the Agreement and is not intended to amend in any way the rights or obligations of the parties under the Agreement.

9. This Escrow Agreement shall be construed in accordance with the laws of the State of \_\_\_\_\_.

[SIGNATURE PAGE TO FOLLOW]

ESCROW AGENT:

\_\_\_\_\_  
WITNESS

BY:\_\_\_\_\_

PURCHASER:

\_\_\_\_\_  
WITNESS

BY:\_\_\_\_\_

SELLER:

\_\_\_\_\_

BY:\_\_\_\_\_

WITNESS

Exhibit C  
List of Contracts

Exhibit D  
Form of Special Warranty Deed  
(Subject to Approval by Title Company)

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (this "Deed"), made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by \_\_\_\_\_, a \_\_\_\_\_ ("Grantor"), to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee").

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey, transfer and confirm, with Special Warranty of title, unto Grantee, its successors and assigns, fee simple absolute title to all of those parcels of land situate, lying and being in the District of Columbia, being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

TOGETHER WITH all improvements thereupon and all and singular the tenements, hereditaments, rights-of-way, easements, privileges, and appurtenances to the same belonging or in anywise appertaining; and

TOGETHER WITH all right, title and interest of Grantor in and to the land lying in and above the bed of any public street, alley, road or avenue, opened or closed, within, in front of, abutting or adjoining the above described real property.

THIS CONVEYANCE is made and accepted subject to all easements, conditions and restrictions of record, and subject to the following restrictive covenants:

**[insert as agreed in contract]**

TO HAVE AND TO HOLD the said described land and premises unto and to the use of Grantee, its successors and assigns forever, with Grantor's covenant that it will execute such further assurances of the said land as may be requisite.

[Signature page follows]

IN WITNESS WHEREOF this Special Warranty Deed has been executed as of the day and year first hereinabove written.

\_\_\_\_\_, Grantor

\_\_\_\_\_, Grantee

Witness:

\_\_\_\_\_ )

) ss:

\_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date, \_\_\_\_\_, the named Grantors, who have executed said Special Warranty Deed as their act and deed.

**WITNESS** my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public  
[ Notarial Seal ]

My Commission Expires:

Exhibit E  
Form of Seller's Affidavit  
(Form to be Approved by Title Company)

## Schedule 1.2.1 (Fence Specifications)



## SECTION 02055

### SOILS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Subsoil materials.
  - 2. Topsoil materials.
  
- B. Related Sections:
  - 1. Section 02060 - Aggregate.
  - 2. Section 02320 - Backfill.
  - 3. Section 02324 - Trenching.
  - 4. Section 02923 - Landscape Grading.
  - 5. Section 02924 - Seeding and Soil Supplements.

##### 1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
  
- B. American Society for Testing and Materials:
  - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 2. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
  - 3. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
  - 4. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
  - 5. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 6. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

**1.3 QUALITY ASSURANCE**

- A. Perform Work in accordance with District of Columbia Public Work's standard.

**PART 2 PRODUCTS****2.1 TOPSOIL MATERIALS**

- A. Topsoil Type S1:
  - 1. Excavated and reused material.
  - 2. Graded.
  - 3. Free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds and foreign matter.
    - a. Screening: Single screened.

**PART 3 EXECUTION****3.1 EXCAVATION**

- A. Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.
- B. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.
- C. Remove excess excavated materials not intended for reuse, from site.
- D. Remove excavated materials not meeting requirements for subsoil materials and topsoil materials from site.

**3.2 STOCKPILING**

- A. Stockpile materials on site at locations designated by Architect/Engineer.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Stockpile topsoil 8 feet high maximum.

- E. Prevent intermixing of soil types or contamination.
- F. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- G. Stockpile unsuitable materials on impervious material and cover to prevent erosion and leaching, until disposed of.

### 3.3 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

## SECTION 02060

### AGGREGATE

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Coarse aggregate materials.
  - 2. Fine aggregate materials.
  
- B. Related Sections:
  - 1. Section 02055 - Soils: Fill and grading materials.
  - 2. Section 02923 - Landscape Grading.

##### 1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO M147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses.
  - 2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
  
- B. American Society for Testing and Materials:
  - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
  - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 3. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
  - 4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
  - 5. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
  - 6. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 7. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

8. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

### 1.3 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with District of Columbia Public Work's standard.

## PART 2 PRODUCTS

### 2.1 COARSE AGGREGATE MATERIALS

- A. Coarse Aggregate Type A1 (Graded Aggregate Base) Conforming to State of Maryland, Department of Transportation, State Highway Administration standard.
- B. Coarse Aggregate Type A2 (No. 57 and Underdrain): Conforming to State of Maryland, Department of Transportation, State Highway Administration standard.
- C. Coarse Aggregate Type A3 (No. 67): Conforming to State of Maryland, Department of Transportation, State Highway Administration standard.
- D. Aggregate Type A4 (Crushed Stone): Natural stone; washed, free of clay, shale, organic matter; graded in accordance with ASTM to the following limits:
  1. Minimum Size: 2 inch
  2. Maximum Size: 3 inch

### 2.2 SOURCE QUALITY CONTROL

- A. Section 01400 - Quality Requirements: Testing and inspection services.
- B. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698.
- C. Fine Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698.
- D. When tests indicate materials do not meet specified requirements, change material and retest.

**PART 3 EXECUTION****3.1 STOCKPILING**

- A. Stockpile materials on site at locations indicated.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate different aggregate materials with dividers or stockpile individually to prevent mixing.
- D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

**3.2 STOCKPILE CLEANUP**

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION



## SECTION 02230

### SITE CLEARING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Removing surface debris.
  - 2. Removing trees, shrubs, and other plant life.
  - 3. Excavating topsoil.
  
- B. Description of work:
  - 1. Remove trees and shrubs as required to install wall footing at Fence A. Remove stumps, main root ball, root system to depth of 36 inches.
  - 2. Clear 6' wide pathway 3' inside and 3' outside existing fence line as required to install replacement fence.
    - a. Cut back shrubbery to 1" above existing grade. Do not disturb roots.
    - b. Cut trees under 2" diameter with chain saw to within 2" of existing grade. Do not remove root ball. Grade over existing stump.
    - c. When trees larger than 2" diameter are encountered map a route around them if feasible and notify Architect and Owner for approval.

##### 1.2 QUALITY ASSURANCE

- A. Perform Work in accordance with District of Columbia Public Work's standard.
  
- B. Conform to applicable code for environmental requirements, disposal of debris, burning debris on site, and use of herbicides.

## PART 2 PRODUCTS – Not used

## PART 3 EXECUTION

## 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.

## 3.2 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.
- B. Protect trees larger than 2", plant growth, and features designated to remain, as if final landscaping.
- C. Protect benchmarks and survey control points from damage or displacement.

## 3.3 CLEARING

- A. Clear areas required for access to site and execution of Work.
- B. Clear undergrowth and deadwood, without disturbing subsoil.

## 3.4 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- C. Do not burn or bury materials on site. Leave site in clean condition.

## 3.5 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.

- C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion. Stockpile material on impervious material and cover over with same material, until disposal.
- D. Remove excess topsoil not intended for reuse, from site.

END OF SECTION

## SECTION 02300

### EARTHWORK

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Excavating topsoil.
  - 2. Excavating subsoil.
  - 3. Cutting, grading, filling, compacting and backfilling the site for new site wall and foundation.
  
- B. Related Sections:
  - 1. Section 02055 - Soils.
  - 2. Section 02060 - Aggregate.
  - 3. Section 02230 - Site Clearing: Excavating topsoil.
  - 4. Section 02923 - Landscape Grading: Finish grading with topsoil to contours.

##### 1.2 REFERENCES

- A. District of Columbia Department of Transportation, Highway Administration:
  - 1. Standard Specifications for Construction and Materials.
  
- B. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
  
- C. American Society for Testing and Materials:
  - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
  - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 3. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
  - 4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
  - 5. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.

## **EARTHWORK**

## **SECTION 02300**

6. ~~ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).~~
7. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
8. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

### 1.3 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with District of Columbia, Department of Transportation, Highway Administration standard.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Topsoil: Type S4 Salvaged Topsoil as specified in Section 02055.
- B. Subsoil Fill: Type S1 and S2 as specified in Section 02055.
- C. Structural Fill: Type S1 and S2, as specified in Section 02055.
- D. Granular Fill: Type A1, A2 and A3 as specified in Section 02060.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify survey benchmark and intended elevations for the Work are as indicated on Drawings.

6. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
7. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
8. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

### 1.3 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with District of Columbia, Department of Transportation, Highway Administration standard.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Topsoil: Type S4 Salvaged Topsoil as specified in Section 02055.
- B. Subsoil Fill: Type S1 and S2 as specified in Section 02055.
- C. Structural Fill: Type S1 and S2, as specified in Section 02055.
- D. Granular Fill: Type A1, A2 and A3 as specified in Section 02060.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify survey benchmark and intended elevations for the Work are as indicated on Drawings.

## SECTION 02300

### EARTHWORK

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Excavating topsoil.
  - 2. Excavating subsoil.
  - 3. Cutting, grading, filling, compacting and backfilling the site for new site wall and foundation.
  
- B. Related Sections:
  - 1. Section 02055 - Soils.
  - 2. Section 02060 - Aggregate.
  - 3. Section 02230 - Site Clearing: Excavating topsoil.
  - 4. Section 02923 - Landscape Grading: Finish grading with topsoil to contours.

##### 1.2 REFERENCES

- A. District of Columbia Department of Transportation, Highway Administration:
  - 1. Standard Specifications for Construction and Materials.
  
- B. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
  
- C. American Society for Testing and Materials:
  - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
  - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 3. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
  - 4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
  - 5. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.



**SECTION 02374**  
**EROSION CONTROL DEVICES**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Sediment Traps.
  
- B. Related Sections:
  - 1. Section 01200 – Price and Payment Procedures.
  - 2. Section 02055 - Soils.
  - 3. Section 02060 - Aggregate.
  - 4. Section 02230 - Site Clearing.
  - 5. Section 02923 - Landscape Grading.
  - 6. Section 02924 – Seeding, Ground Cover, and Soil Supplements.

**1.2 REFERENCES**

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T88 - Standard Specification for Particle Size Analysis of Soils.
  - 2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
  
- B. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  
- C. American Society for Testing and Materials:
  - 1. ASTM C127 - Standard Test Method for Specific Gravity and Absorption of Coarse Aggregate.
  - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 3. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
  - 4. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- D. Pre-cast/Pre-stressed Concrete Institute:
    1. PCI MNL-116S - Manual for Quality Control for Plants and Production of Pre-cast and Pre-stressed Concrete Products.
- 1.3 SUBMITTALS
- A. Section 01330 - Submittal Procedures: Requirements for submittals.
  - B. Submit proposed mix design for review prior to commencement of Work.
- 1.4 QUALITY ASSURANCE
- A. Perform Work in accordance with requirements of Sections 02055, 02060, 02230, 02300, 02374, 02822, 02923, 02924, 03300, 04065, 04720, and 04810.
  - B. Perform Work in accordance with District of Columbia Department of Public Works Standards.
  - C. Section 01300 - Administrative Requirements: Pre-installation meeting.
  - D. Convene minimum one week prior to commencing work of this section.
- 1.5 ENVIRONMENTAL REQUIREMENTS
- A. Section 01600 - Product Requirements: Environmental conditions affecting products on site.

## PART 2 PRODUCTS

### 2.1 ROCK AND GEOTEXTILE MATERIALS

- A. Furnish materials in accordance with District of Columbia Department of Public Works Standards.
- B. Rock: Sound, hard and angular shape; well graded; without shale seams, structural defects and foreign substances; with width and thickness greater than one third its length; minimum specific gravity of 2.5, as determined in accordance with AASHTO T88, bulk saturated, and surface dry basis; minimum durability determined by petrographic examination;

size and gradation in accordance with NCSA Class, Size No. R8, R7, R6, R5, R4 and R3 within following limits:

NCSA No. Sq. Opng.	Percent Passing						
	R8	R7	R6	R5	R4	R3	
42 inch		100					
30 inch			100				
24 inch		15-50		100			
18 inch			15-50		100		
15 inch		0-15					
12 inch			0-15	15-50		100	
9 inch				15-50			
6 inch			0-15		15-50	100	
4 inch				0-15			
3 inch					0-15	15-50	
2 inch						0-15	

- C. Geotextile Fabric: Furnish in accordance with District of Columbia Department of Public Works Standards.

**2.2 STONE, AGGREGATE, AND SOIL MATERIALS**

- A. Stone: Limestone Furnish in accordance with District of Columbia Department of Public Works Standards.
- B. Coarse Aggregate: Type as specified in Section 02060.
- C. Soil Backfill: Soil Type as specified in Section 02055, subsoil with no rocks over 6 inches in diameter, frozen earth or foreign matter.

**2.3 PLANTING MATERIALS**

- A. Seeding and Soil Supplements: as specified in Section 02924
- B. Mulch: as specified in Section 02924.

**2.4 ACCESSORIES**

- A. Trash Rack: Furnish in accordance with District of Columbia Department of Public Works Standards.

**2.5 SOURCE QUALITY CONTROL (AND TESTS)**

- A. Section 01400 - Quality Requirements: Testing, inspection and analysis requirements.

**PART 3 EXECUTION****3.1 EXAMINATION**

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify gradients and elevations of base or foundation for other work are correct.

**3.2 DIVERSION CHANNELS**

- A. Windrow excavated material on low side of channel.
- B. Compact to 95 percent maximum density.
- C. On entire channel area, apply soil supplements and sow seed as specified in Section 02924.
- D. Mulch seeded areas with hay as specified in Section 02924.
- E. Install Work in accordance with Furnish in accordance with District of Columbia Department of Public Works Standards.

**3.3 ROCK BARRIER**

- A. Determine length required for ditch or depression slope, and excavate, compact and foundation area to firm, even surface.
- B. Produce an even distribution of rock pieces, with minimum voids to the indicated shape, height and slope.
- C. Construct coarse aggregate filter blanket against upstream face of rock barrier to the indicated thickness.
- D. Install Work in accordance with Furnish in accordance with District of Columbia Department of Public Works Standards.

**3.4 SEDIMENT TRAPS**

- A. Clear site, as specified in Section 02230.
- B. Construct trap by excavating and forming embankments in accordance with District of Columbia Department of Public Works Standards.
- C. Place coarse aggregate or rock at outlet.
- D. Place geotextile fabric.
- E. On entire sediment trap area, apply soil supplements and sow seed as specified in Section 02924.
- F. Mulch seeded areas with hay as specified in Section 02924.
- G. Furnish in accordance with District of Columbia Department of Public Works Standards.

**3.5 SITE STABILIZATION**

- A. Incorporate erosion control devices indicated on the Drawings into the Project at the earliest practicable time.
- B. Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.
- C. Stockpile and waste pile heights shall not exceed 35 feet. Slope stockpile sides at 2: 1 or flatter.
- D. Stabilize any disturbed area of affected erosion control devices on which activity has ceased and which will remain exposed for more than 20 days.
  - 1. During non-germinating periods, apply mulch at recommended rates.
  - 2. Stabilize disturbed areas which are not at finished grade and which will be disturbed within one year in accordance with Section 02924 at 90 percent of permanent application rate with no topsoil.
  - 3. Stabilize disturbed areas which are either at finished grade or will not be disturbed within one year in accordance with Section 02924 permanent seeding specifications.
- E. Stabilize diversion channels, sediment traps, and stockpiles immediately.

**3.6 FIELD QUALITY CONTROL**

- A. Section 01400 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.
- C. Compaction Testing: As specified in Section 02320
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- E. Frequency of Compaction Testing: One for each lift.

**3.7 CLEANING**

- A. Section 01700 - Execution Requirements: Requirements for cleaning.
- B. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- C. Do not damage structure or device during cleaning operations.
- D. Do not permit sediment to erode into construction or site areas or natural waterways.
- E. Clean channels when depth of sediment reaches approximately one half channel depth.

**3.8 PROTECTION**

- A. Section 01700 - Execution Requirements: Requirements for protecting finished Work.

**3.9 SCHEDULES**

- A. No sediment control devices are indicated on the plans, however it is anticipated that sediment control will be required by the field inspector and is likely to be one or more of the devices/methods indicated below, which will be covered under an allowance which will be adjusted following the sediment control pre-construction meeting.

	Type	Location	Size
1.	(1) Diversion Channel	per DC Sed. Control Inspector	20' long
2.	(1) Rock Barrier	per DC Sed. Control Inspector	20' long
3.	(4) Sediment Traps	per DC Sed. Control Inspector	4' x 4'
4.	(1) Trash Rack	per DC Sed. Control Inspector	12' x 4'

END OF SECTION



## SECTION 02822

### FENCES

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Fence framework, fabric, and accessories.
  - 2. Excavation for post bases.
  - 3. Concrete foundation for posts and center drop for gates.

##### 1.2 REFERENCES

- A. American Society for Testing and Materials:
  - 1. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
  - 2. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
  - 3. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
  - 4. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
  - 5. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- B. American Welding Society:
  - 1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
  - 2. AWS D1.1 - Structural Welding Code - Steel.
- C. SSPC: The Society for Protective Coatings:
  - 1. SSPC - Steel Structures Painting Manual.
  - 2. SSPC SP 1 - Solvent Cleaning.
  - 3. SSPC SP 10 - Near-White Blast Cleaning.
  - 4. SSPC Paint 15 - Steel Joist Shop Paint.

##### 1.3 SYSTEM DESCRIPTION

- A. Fencing as indicated on plans:
  - 1. Phase B (along Belmont Road/Rock Creek Park):
    - a. Steel fencing constructed in break-away sections for ease of replacement. Include 4 replacement sections for attic stock.

2. Phase C (at Portuguese Embassy):
  - a. Steel fencing.
- B. Fence Height: as indicated on Drawings.
- C. Line Post Spacing: as indicated on Drawings.
- D. Fence Post and Rail Strength: Conform to ASTM F1043 Heavy Industrial Fence, Light Industrial Fence quality.

#### 1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Indicate plan layout, spacing of components, post embedment dimensions, and schedule of components.
- C. Product Data: Submit data posts, accessories, and fitting.
- D. Samples: Submit full sized samples of main post, intermediate post, including spear accessory cap to illustrate construction and finish.
- E. Manufacturer's Installation Instructions: Submit installation requirements, post embedment templates.

#### 1.5 QUALITY ASSURANCE

- A. Perform installation in accordance with manufacturer's recommendations.

#### 1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum three years experience.

#### 1.7 DELIVERY, STORAGE AND HANDLING

- A. Section 01600 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Deliver fence and accessories in packed cartons.
- C. Identify each package with manufacturer's name.

- D. Store fence and accessories in secure and dry place.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers Steel Fence:
  - 1. Ameristar or approved equal.
  - 2. Substitutions: Section 01600 - Product Requirements.

### 2.2 MATERIALS AND COMPONENTS

- A. Steel Fence:
  - 1. Materials and Components: Montage Plus system or approved equal including hollow steel posts, pickets, stabilizing bars and accessories, sizes and shapes as indicated on Drawings. Design intent is to be similar in appearance to adjacent existing iron fence constructed in 2009.
    - a. Provide design and engineering as required to provide infill section attachment to posts (i.e. slotted clip angles) in order to provide detachable, break-away fence sections for ease of replacement. Provide 4 spare sections for attic stock.

### 2.3 ACCESSORIES

- A. Spears (Finials):
  - 1. Aluminum Fence: Manufacturer standard spear finial to match existing iron spears as closely as possible, every other picket; sized to picket diameter, secured to picket.
- B. Fittings: Sleeves, bands, clips, ends, fasteners and fittings:
  - 1. Steel Fence: as required to provide complete system.

### 2.4 FINISH

- A. Steel Fence:
  - 1. Moisture resistant epoxy, factory applied baked on finish; Montage system "E-coat" as manufactured by Ameristar.

**PART 3 EXECUTION****3.1 INSTALLATION**

- A. Install fence and accessories in accordance with manufacturer's recommendations.
- B. Set fence plumb, solidly into concrete footings.
  - 1. Brace fence until concrete is set, minimum 72 hrs.
- C. Post Embedment Depth
  - 1. Below grade: 30", set in 36" deep concrete.
- D. Install top and bottom rail brackets to accessory clips bolted to masonry piers or posts

**3.2 ERECTION TOLERANCES**

- A. Section 01400 - Quality Requirements: Tolerances.
- B. Maximum Variation From Plumb: 1/4 inch.
- C. Maximum Offset From Indicated Position: 1 inch.

END OF SECTION

**SECTION 02923**  
**LANDSCAPE GRADING**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Final grade topsoil for finish landscaping.
  
- B. Related Sections:
  - 1. Section 02055 - Soils.
  - 2. Section 02300 - Earthwork: Site contouring.
  - 3. Section 02300 – Earthwork: Backfilling at wall.
  - 4. Section 02924 - Seeding and Soil Supplements: Finish ground cover.

**PART 2 PRODUCTS**

**2.1 MATERIAL**

- A. Topsoil: Reuse existing stockpiled topsoil.

**PART 3 EXECUTION**

**3.1 EXAMINATION**

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
  
- B. Verify wall backfilling has been inspected.
  
- C. Verify substrate base has been contoured and compacted.

**3.2 PREPARATION**

- A. Protect landscaping and other features remaining as final Work.
  
- B. Protect existing structures, fences, sidewalks, and utilities.

**3.3 SUBSTRATE PREPARATION**

- A. Eliminate uneven areas and low spots.
- B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove contaminated subsoil.
- C. Scarify surface to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.
- D. Re-grade so as to provide maximum 6" gap between bottom of fence pickets and grade to prevent person passing below fence in breach of security.

**3.4 PLACING TOPSOIL**

- A. Place topsoil in areas where seeding and re-planting by others is required to nominal depth of 6 inches. Place topsoil during dry weather.
- B. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of sub-grade.
- C. Remove roots, weeds, rocks, and foreign material while spreading.
- D. Manually spread topsoil close to plant material, wall and building, to prevent damage.
- E. Lightly compact placed topsoil.
- F. Remove surplus subsoil and topsoil from site.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping.

**3.5 TOLERANCES**

- A. Section 01400 - Quality Requirements: Tolerances.
- B. Top of Topsoil: Plus or minus 1/2 inch.

**3.6 PROTECTION OF INSTALLED WORK**

- A. Section 01700 - Execution Requirements: Requirements for protecting finished Work.

B. Prohibit construction traffic over topsoil.

### 3.7 SCHEDULES

- A. Compacted topsoil thicknesses:
1. Seeded Grass: 4 inches.
  2. Ground cover: 6 inches.
  3. Trees and Shrubs: 12 inches.

END OF SECTION



## SECTION 02924

### SEEDING, GROUND COVER, AND SOIL SUPPLEMENTS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Preparation of subsoil.
  - 2. Placing topsoil.
  - 3. Seeding.
  - 4. Mulching.
  - 5. Maintenance.
  
- B. Related Sections:
  - 1. Section 02055 - Soils: Topsoil material.
  - 2. Section 02300 - Earthwork: Site Grading.
  - 3. Section 02923 - Landscape Grading: Preparation of subsoil and placement of topsoil in preparation for the Work of this section.

##### 1.2 REFERENCES

- A. American Society for Testing and Materials:
  - 1. ASTM C602 - Standard Specification for Agricultural Liming Materials.

##### 1.3 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

##### 1.4 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.

**1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Section 01600 - Product Requirements: Product storage and handling requirements.
- B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

**1.6 MAINTENANCE SERVICE**

- A. Maintain seeded areas immediately after placement until grass is well established and exhibits vigorous growing condition.

**PART 2 PRODUCTS****2.1 SEED MIXTURE**

- A. Furnish materials in accordance with State of Maryland, Department of Transportation, State Highway Administration Standards.
- B. Seed shall be certified by the Maryland Department of Agriculture Turf and Seed program and the current University of Maryland publication Agronomy Mimeo #77 Turfgrass Cultivar Recommendations for Maryland.
- C. Seed Mixture:
  - 1. Certified Tall Fescue cultivars\*: 80 percent.
  - 2. Certified Kentucky Blue Grass cultivars\*\*: 10 percent.
  - 3. Perennial Rye: 10 percent.
  - \* One or more cultivars may be blended.
  - \*\* A minimum of three cultivars must be chosen, with each cultivar ranging from a minimum of 10 percent to a maximum of 35 percent of the mixture by weight.

**2.2 PLANT MATERIALS**

- A. Ground Cover: Creeping Myrtle, to match existing.

**2.3 SOIL MATERIALS**

- A. Topsoil: Excavated from site and free of weeds.

**2.4 ACCESSORIES**

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.
- B. Fertilizer: Commercial grade; recommended for grass; of proportion necessary to eliminate deficiencies of topsoil.
- C. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.
- D. Erosion Fabric: Jute matting, open weave.
- E. Herbicide: as permitted by District of Columbia regulations.
- F. Stakes: Softwood lumber, chisel pointed.
- G. String: Inorganic fiber.
- H. Edging: none.

**2.5 SOURCE QUALITY CONTROL**

- A. Section 01400 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- C. Provide recommendation for fertilizer and lime application rates for specified seed mix as result of testing.

**PART 3 EXECUTION****3.1 EXAMINATION**

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify prepared soil base is ready to receive the Work of this section.

**3.2 PREPARATION OF SUBSOIL**

- A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.
- C. Scarify subsoil to depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted sub-soil.

**3.3 PLACING TOPSOIL**

- A. Spread topsoil to minimum depth of 4 inches over area to be seeded. Rake until smooth.
- B. Place topsoil during dry weather and on dry unfrozen sub-grade.
- C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.
- D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.

**3.4 FERTILIZING**

- A. Apply lime at application rate recommended by soil analysis. Work lime into top 6 inches of soil.
- B. Apply fertilizer at application rate recommended by soil analysis.
- C. Apply after smooth raking of topsoil and prior to roller compaction.
- D. Do not apply fertilizer at same time or with same machine used to apply seed.
- E. Mix fertilizer thoroughly into upper 2 inches of topsoil.
- F. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

**3.5 SEEDING**

- A. Apply seed at rate of 8 lbs per 1,000 sq ft evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Planting Season: March 1 – July 1, September 15 – October 15.
- D. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.
- E. Roll seeded area with roller not exceeding 112 lbs/linear foot.
- F. Immediately following seeding apply mulch to thickness of 1/8 inches. Maintain clear of shrubs and trees.
- G. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

**3.6 SEED PROTECTION**

- A. Cover seeded slopes where grade is 3:1 or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- B. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Overlap edges and ends of adjacent rolls minimum 12 inches. Backfill trench and rake smooth, level with adjacent soil.
- C. Secure outside edges and overlaps at 36 inch intervals with stakes.
- D. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- E. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

**3.7 MAINTENANCE**

- A. Neatly trim edges and hand clip where necessary.
- B. Immediately remove clippings after mowing and trimming. Do not let clippings lay in clumps.

- C. Water to prevent grass and soil from drying out.
- D. Control growth of weeds. Apply herbicides. Remedy damage resulting from improper use of herbicides.
- E. Immediately reseed areas showing bare spots.
- F. Repair washouts or gullies.
- G. Protect seeded areas with warning signs during maintenance period.

**3.8 SCHEDULE**

- A. Flat areas: Grass seed mixture specified, 3 inch top soil.
- B. Sloped areas where ground cover previously existed: Creeping myrtle spaced 12 inches each way.

END OF SECTION

## SECTION 03300

### CAST-IN-PLACE-CONCRETE

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS

- A. General Conditions, Supplementary Conditions, and Division 1 are part of this Section.

##### 1.03 REFERENCES

- A. Comply with provisions of following, except as otherwise specified.

ACI 301	“Specifications for Structural Concrete for Buildings”
ACI 311	“Recommended Practice for Concrete Inspection”
ACI 318	“Building Code Requirements for Reinforced Concrete”
ACI 347	“Recommended Practice for Concrete Formwork”
ACI 304	“Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete”
	Concrete Reinforcing Steel Institute, “Manual of Standard Practice”
	The BOCA National Building Code – 1996, Chapter 17

##### 1.04 FIELD QUALITY CONTROL

- A. Sample and test concrete during placement as follows:
  - 1. Slump: ASTM C143; one test for each concrete load at point of discharge and one for each set of compressive strength test specimens. The testing laboratory has the authority to reject concrete which does not have the specified slump.

##### 1.05 SUBMITTALS

- A. Submit design mix for each class of concrete required.
- B. Submit manufacturer’s specifications with application and installation instructions for proprietary materials and items including reinforcing, admixtures, patching compounds, joint systems, and others as requested by Architect
- C. Submit material certificates signed by material manufacturer and Contractor, certifying that each material item complies with, or exceeds specified

requirements.

## PART 2 - PRODUCTS

### 2.01 CONCRETE MATERIALS

- A. Portland Cement: ASTM C150, Type I.
- B. Fly Ash: No fly ash permitted.
- C. Slag: No slag permitted.
- D. Aggregates: ASTM C33.
- A. Water: Clean, fresh, free from oil, acid, organic matter or other deleterious substances.
- B. Air-Entraining Admixture: ASTM C260.
- G. Use of calcium chloride is prohibited.
- H. Water-Reducing Admixture: ASTM C 494, Type A.
- I. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F or Type G.
- J. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.
- K. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.

### 2.04 RELATED MATERIALS

- A. Sand Cushion: Clean, manufactured or natural sand.

### 2.05 PROPORTIONING AND DESIGN OF MIXES

- A. Proportion mixes by either laboratory trial batch, or field experience methods, using materials to be employed on the project for each class of concrete required; ACI 211.1.



- B. Use air-entraining admixture in all concrete. Add admixture at manufacturer's prescribed rate to result in concrete at point of placement having air content, 4% to 6%.
- C. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
  - 1. Not more than 4 inches.
- D. Maintain the following maximum water to cement ratios for specified strengths:

3,500 psi	0.50
3,000 psi	0.55

## 2.06 CONCRETE MIXING

- A. Ready-Mix Concrete: ASTM C94.

## 2.07 ADMIXTURES

- A. Use water-reducing admixture or high-range water – reducing admixture (Superplasticizer) in concrete as required for placement and workability.

## PART 3 - EXECUTION

### 3.01 FORMS

- A. Construct earth forms.

### 3.02 CONCRETE PLACEMENT

- A. Comply with ACI 304.
- B. Hot Weather Placing: when hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
  - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90° F. Mixing water may be chilled, or chopped ice may

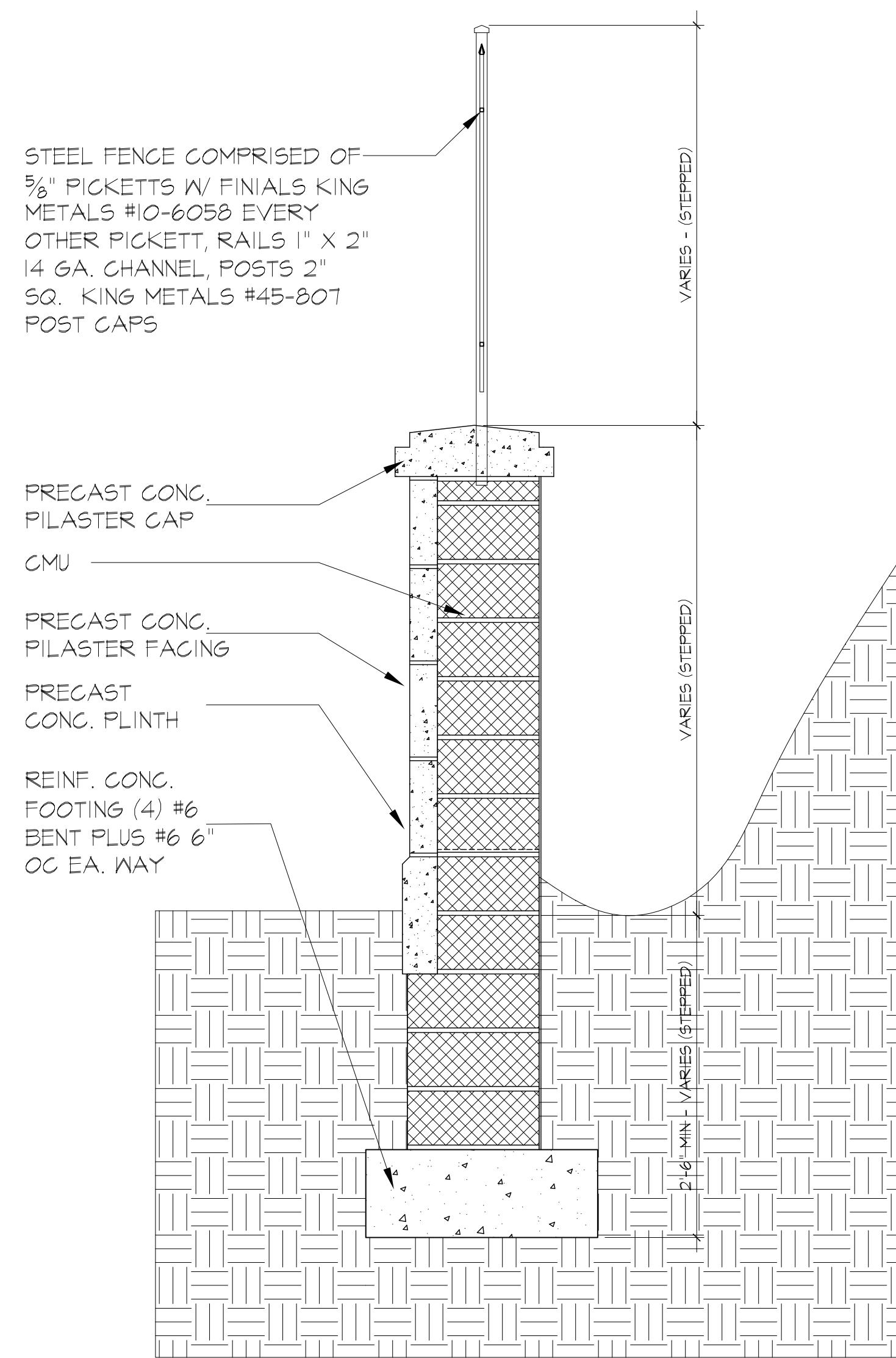
be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is contractor's option.

2. Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.

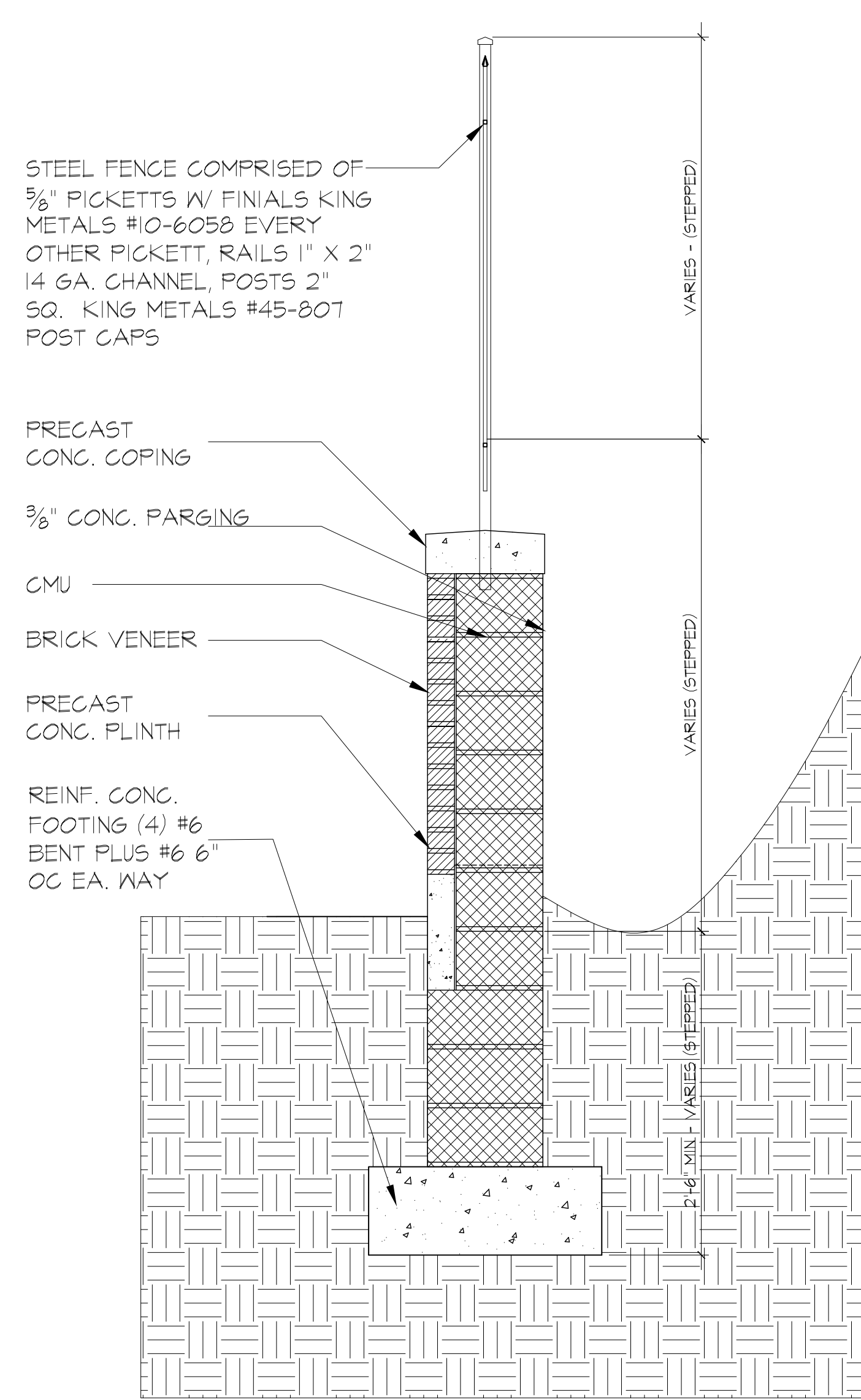
### 3.06 CONCRETE CURING AND PROTECTION

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperature, maintain without drying at relatively constant temperature for period of time necessary for hydration of cement and proper hardening.
- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather-permitting, keep continuously moist for not less than 72 hours.
- C. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 168 cumulative hours (not necessarily consecutive) during which concrete has been exposed to air temperature above 50 degrees F. Avoid rapid drying at end of final curing period.

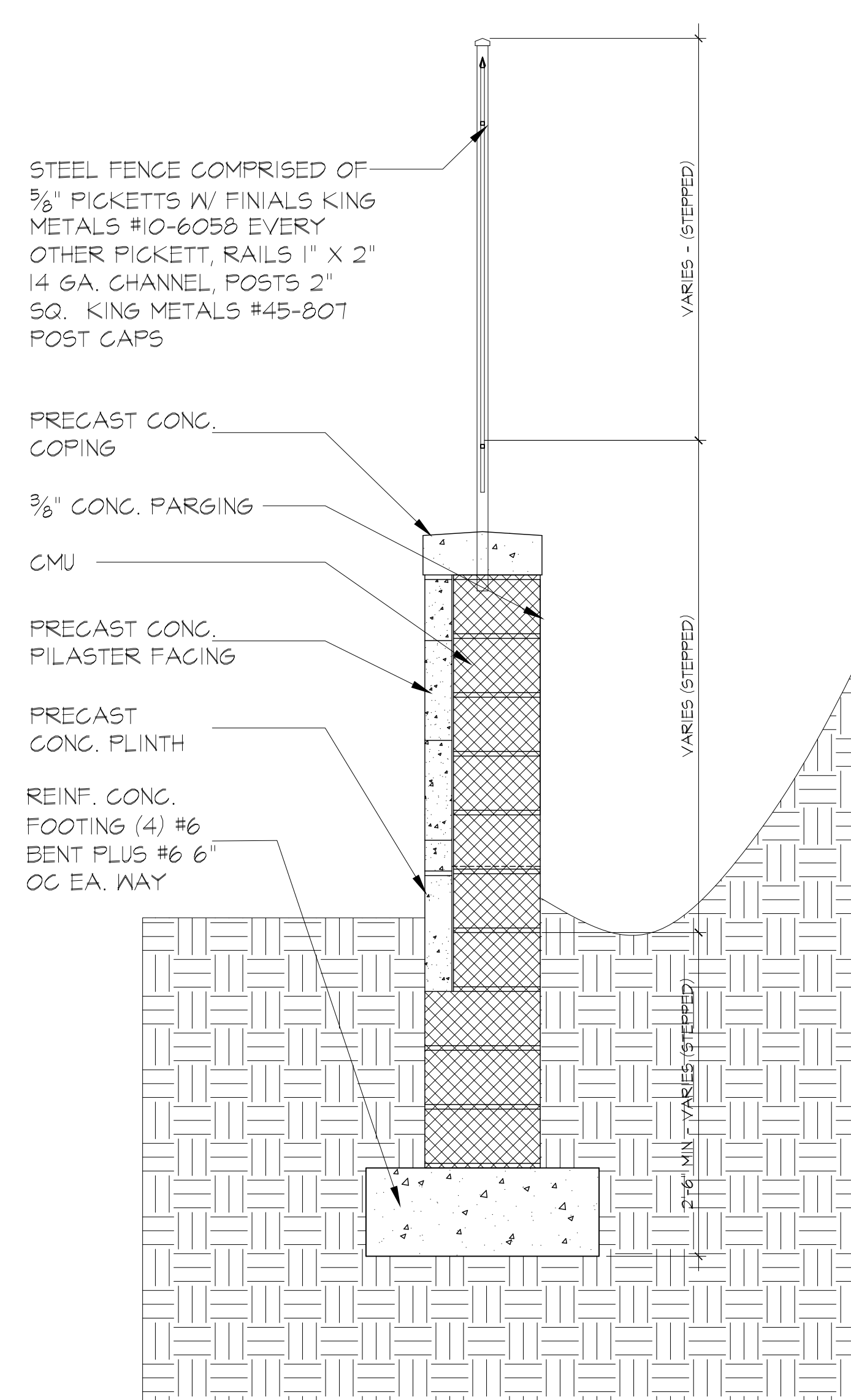
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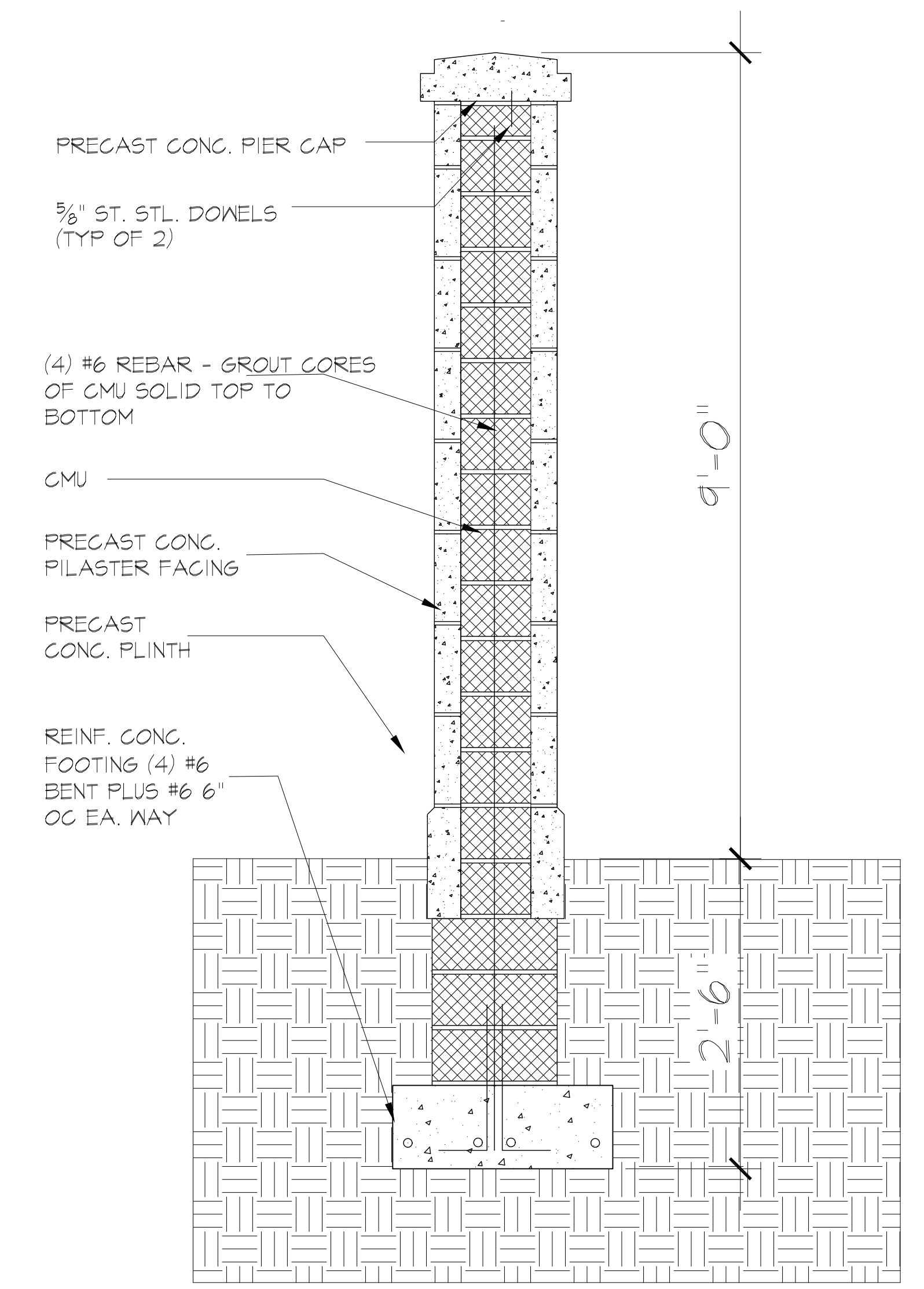
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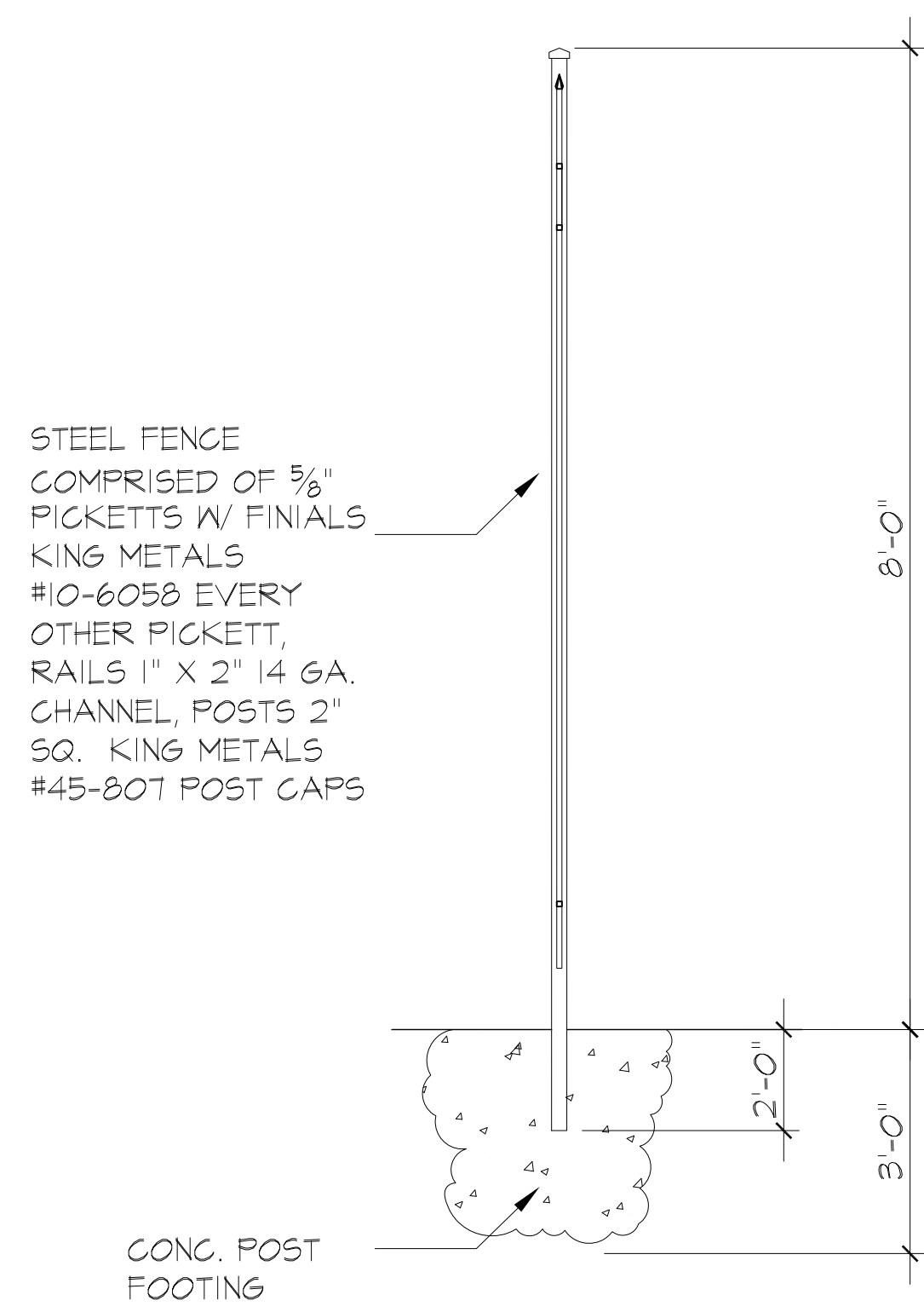
2 QUOIN SECTION  
SCALE: 3/4" = 1'-0"



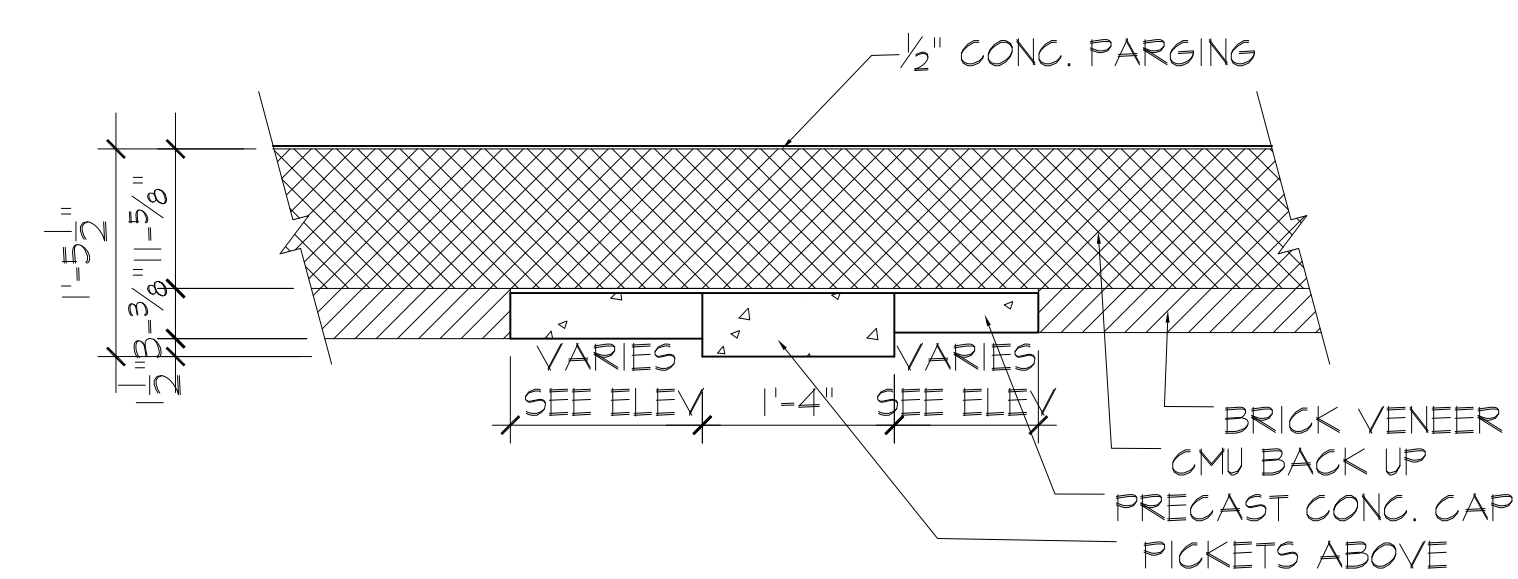
3 MASONRY WALL SECTION  
SCALE: 3/4" = 1'-0"



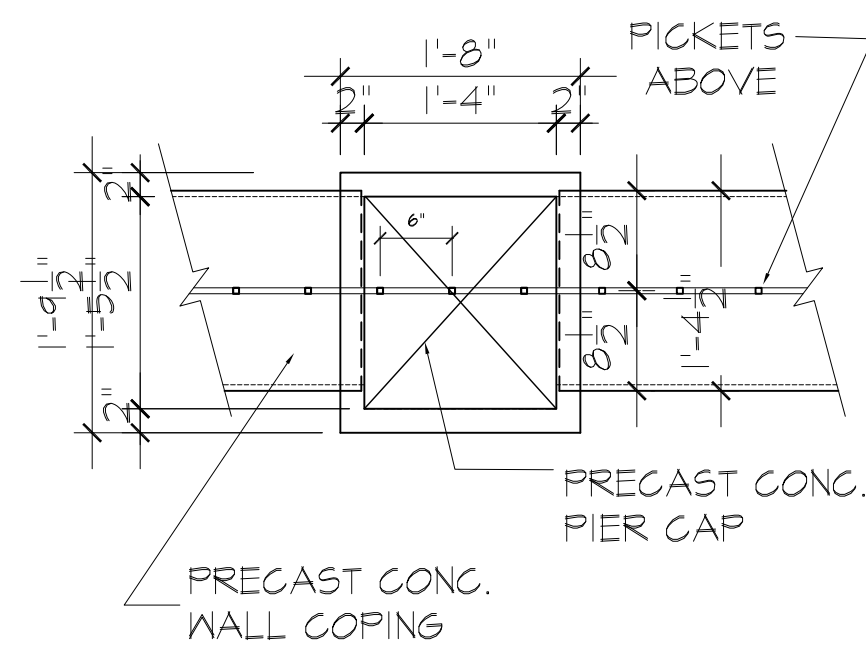
4 GATE PIER SECTION  
SCALE: 3/4" = 1'-0"



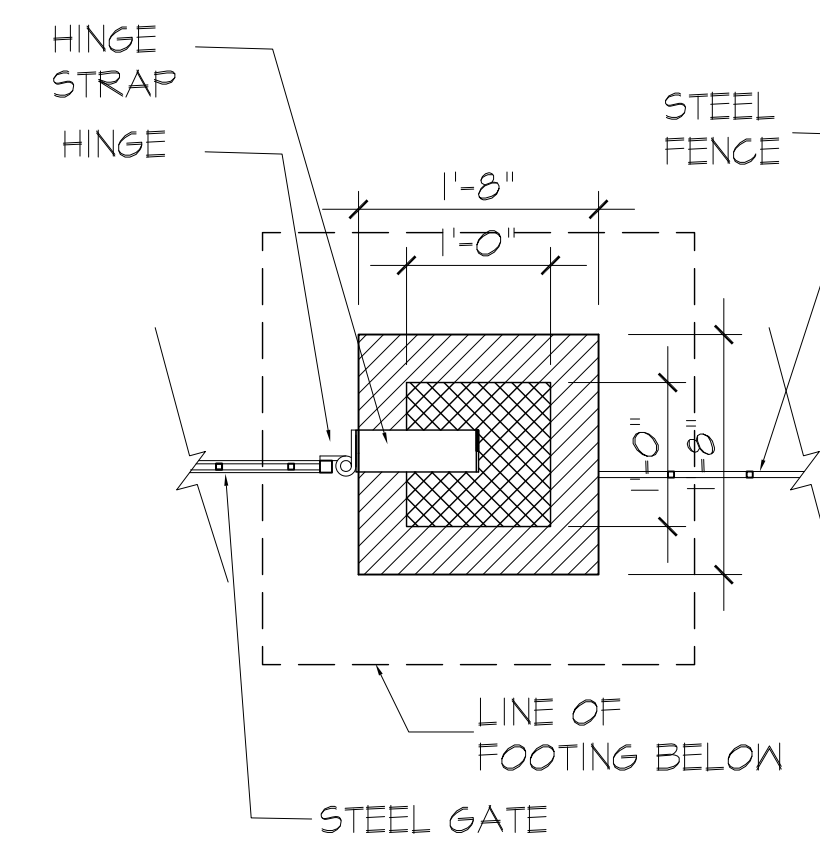
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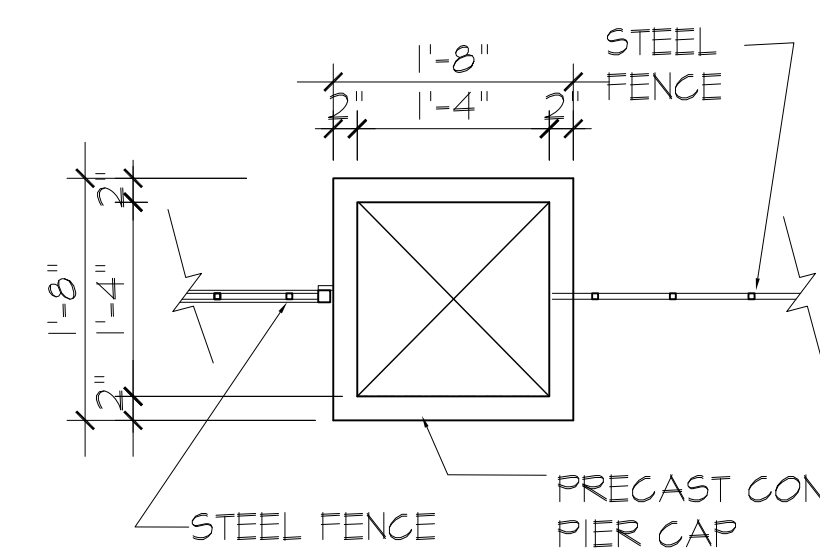
7 MASONRY WALL PLAN  
SCALE: 3/4" = 1'-0"



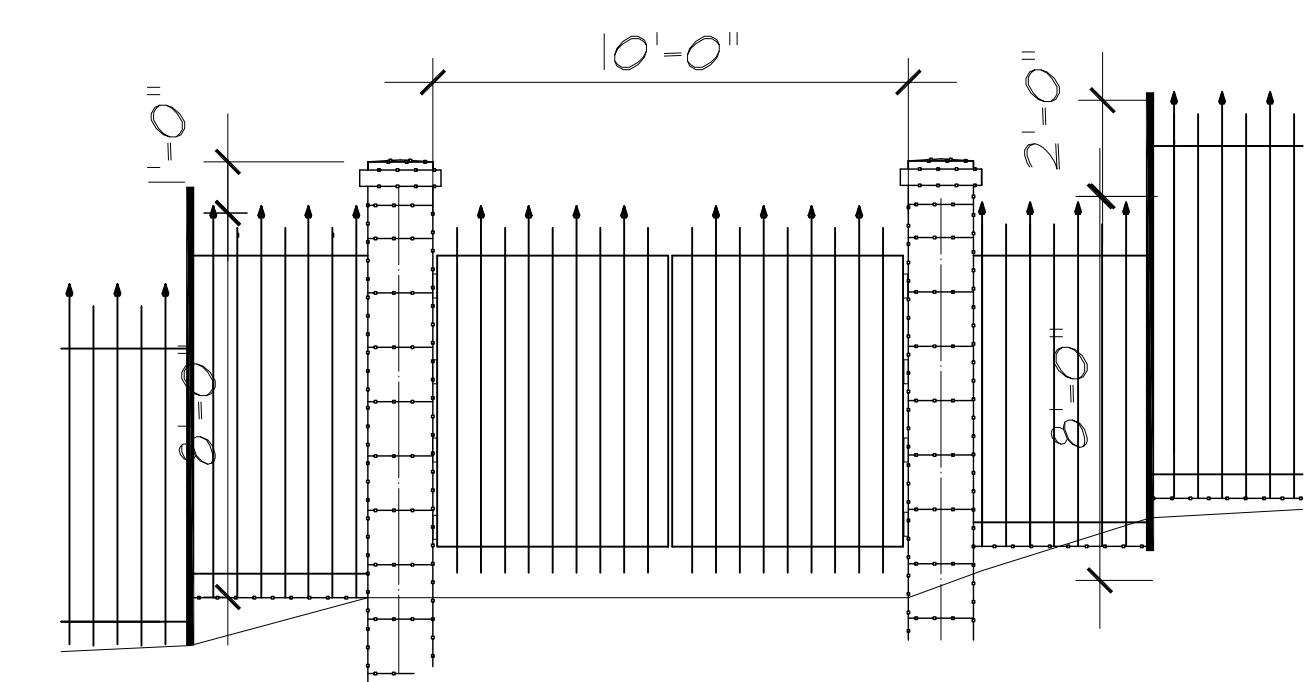
8 MASONRY WALL COPING/CAP PLAN  
SCALE: 3/4" = 1'-0"



9 GATE PIER PLAN  
SCALE: 1/16" = 1'-0"



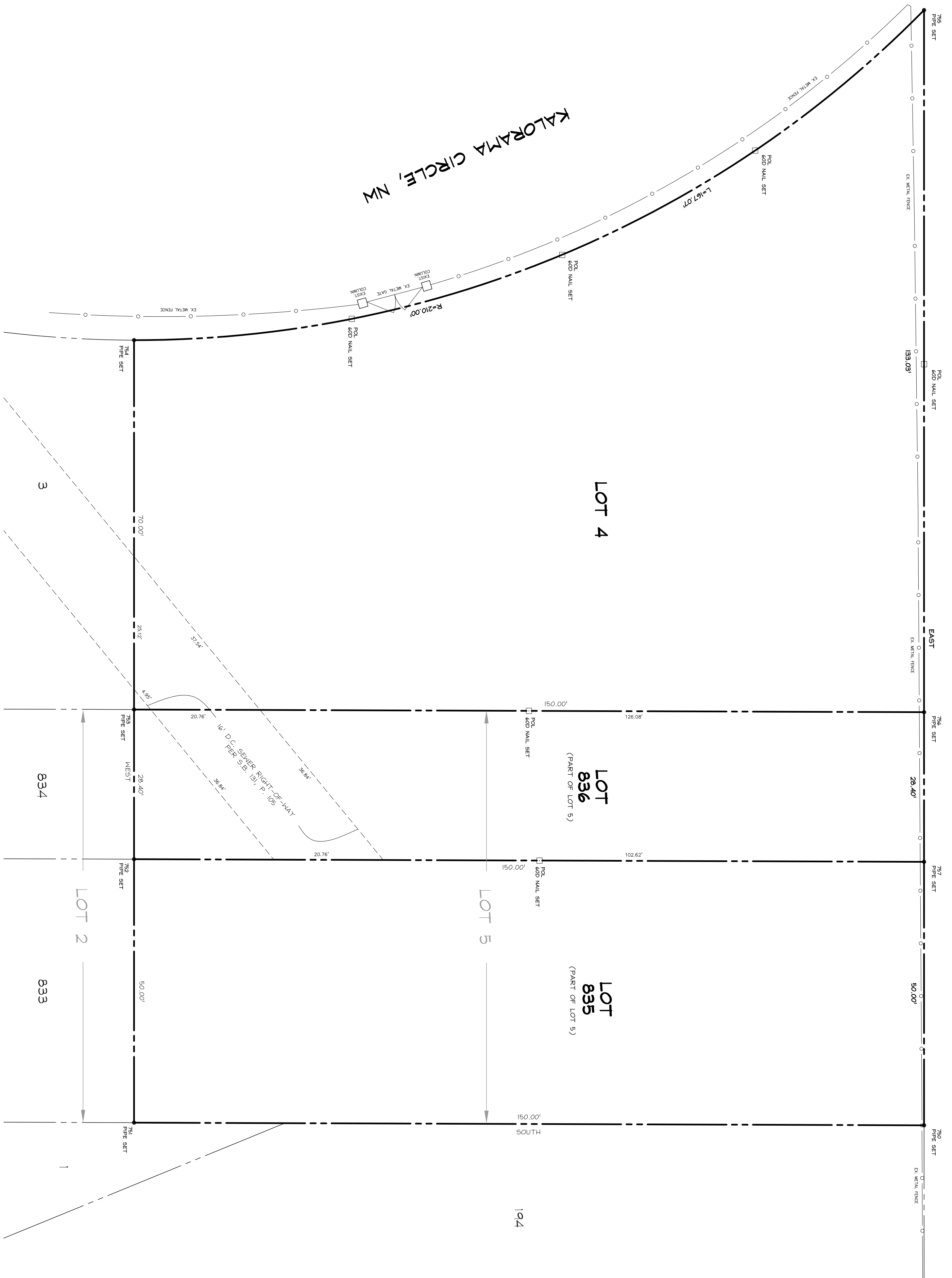
10 GATE PIER CAP  
SCALE: 1/16" = 1'-0"



11 GATE ELEVATION  
SCALE: 1/4" = 1'-0"

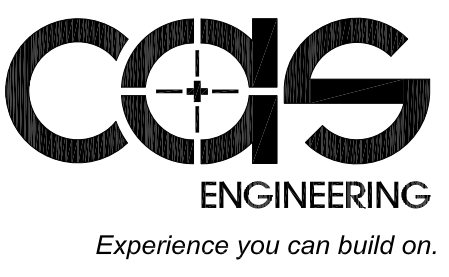
## Schedule 1.2.2 (Civil Survey)

**BELMONT ROAD, NW  
(UNIMPROVED)**



DATE	BY	REVISION	PROJECT	DATE
08/03/16	DJR	FINAL CORNERS SET W/POL'S	16-114	08/2016
			DJR	N/A
			N.T.S.	DJR

LOTS 4, 836 & 835, SQUARE 2526  
**2221 KALORAMA ROAD, N.W.**  
 WASHINGTON, D.C.  
**PROPERTY LINE STAKE OUT**



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Schedule 3.1  
Property Information

