

A RESOLUTION DIRECTING EXPEDITED PROCESSING IN THE REVIEW OF A SPECIAL USE PERMIT MODIFICATION APPLICATION FOR THE BP/AMOCO GAS STATION AT EASTGATE SHOPPING CENTER (2003-11-10/R-4)

WHEREAS, the Town Council has received a petition from Federal Realty Investment Trust for expedited processing of a Special Use Permit Modification application seeking approval of a change in use at the BP/Amoco gas station at Eastgate Shopping Center; and

WHEREAS, the petition indicates that a change in use to a general/convenience type business is proposed; and

WHEREAS, the Town Council finds that there is a public interest associated with removing a fuel station from the Booker Creek floodway/floodplain;

WHEREAS, the property has soil/ground water contamination associated with the gas station use as documented with the North Carolina Department of Environment and Natural Resources (NCDENR).

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Town Manager is directed to expedite processing of a Special Use Permit Modification application at Eastgate Shopping Center that proposes the removal of the BP/Amoco gas station next to East Franklin Street in a manner that will speed review without sacrificing breadth or depth of analysis upon demonstration that the property owner has

The resolution includes a condition that would require that the property owner be responsible for the following, prior to submitting a Concept Plan application:

1. Submit a statement assuring that the BP/Amoco #2281 will submit to the North Carolina Department of Environment and Natural Resources, Division of Waste Management, UST Section, a Corrective Action Plan. The Correction Action Plan should include all active remediation actions necessary for the clean up of free product to the soil-to-groundwater maximum soil contaminant concentrations for soil and gross contaminant levels for groundwater, and any other applicable standards; and the plan shall be approved by the State of North Carolina. The active remediation alternatives for consideration in the Corrective Action Plan should include mass excavation (as a part of tank removal), air sparging, aggressive fluid vapor extraction and any other aggressive remediation methods for the removal of free product from groundwater and soil.
2. Submit a statement agreeing to provision of a legally binding document, properly executed, which commits the property owner and BP/Amoco to the,site remediation identified in the Corrective Action Plan to be executed prior to the approval of a Special Use Permit Modification for the new use. The statement shall indicate that the Town of Chapel Hill may require more stringent remediation actions than those of the State approved Corrective Action Plan.

The two statements must be provided to the Town Manager prior to initiation of the Concept Plan review process for the development proposal. Failure to submit these statements in accordance with these terms shall void this approval of expedited processing.

This the 10th day of November, 2003.



TOWN OF CHAPEL HILL

July 7, 2004

Certified Mail Receipt No:
7003 1010 0002 0798 6244

Chris Weber
Federal Realty Investment Trust
1626 East Jefferson Street
Rockville, MD 20852

Subject: Special Use Permit: Request for Expedited Processing (File No: 7.45.C.3)

Dear Mr. Weber,

I am writing in response to your June 14, 2004 letter (attached), that was addressed to the Town Manager, regarding Federal Realty's request for expedited processing for a Special Use Permit Modification application for the BP/Amoco gas station at the Eastgate Shopping Center. The statements in your letter satisfy the conditions of the November 10, 2004 Council approved Resolution (attached). You may therefore proceed to Concept Plan Review and Federal Realty's Special Use Permit Modification application will receive expedited processing.

Please contact Phil Mason in the Planning Department at 919-968-2728 if you have any questions.

Sincerely,

Roger S. Waldon
Planning Director

66



F E D E R A L R E A L T Y I N V E S T M E N T T R U S

June 14, 2004

Mr. Cal Horton, Town Manager
Town of Chapel Hill
306 N. Columbia St.
Chapel Hill, NC 27516

Mr. Horton:

As a condition to the resolution directing expedited processing in review of a Special Use Permit Modification Application for the BP/Amoco gas station at Eastgate Shopping Center (2003-11-10/R-4), the Town Council requires that the property owner submit two statements regarding environmental remediation of the existing site. The following is each of these statements:

1. Federal Realty Investment Trust assures that the BP/Amoco #2281 will submit to the North Carolina Department of Environment and Natural Resources, Division of Waste Management, UST Section, a Corrective Action Plan. The Corrective Action Plan will include all active remediation actions necessary for the clean up of free product to the soil-to-groundwater maximum soil containment concentrations for soil and gross contaminant levels for groundwater, and any other applicable standards; and the plan shall be approved by the State of North Carolina. The active remediation alternatives for consideration on the Corrective Action Plan will include mass excavation (as part of tank removal), air sparging, aggressive fluid vapor extraction and any other aggressive remediation methods for the removal of free product from groundwater and soil.
2. Federal Realty Investment Trust agrees to a provision of a legally binding document, properly executed, which commits the property owner and BP/Amoco to site remediation identified in the Corrective Action Plan to be executed prior to the approval of a Special Use Permit Modification for the new use. Federal Realty Investment Trust also understands that the Town of Chapel Hill may require more stringent remediation actions than those of the State approved Corrective Action Plan.

Please accept these two statements as fulfillment of the stipulations and direct your planning staff to review this project under the expedited process.

Regards,

Chris Weber
Director
Planning and Predevelopment Services

Encs

(67)



Ric Woodie/FRIT
04/04/2006 03:16 PM

To Matt Lattin/FRIT@FRIT
cc
bcc
Subject Re: Eastgate- amoco

A Corrective Action Plan (CAP) for the site was developed by URS Corporation (BP's consultant) dated 2/26/04. The CAP was approved by NCDENR on 5/12/04, and URS began implementation on 11/1/04, beginning with canopy and dispenser removal. URS and their subcontractors then proceeded with removal of the three 10,000-gallon USTs. At the same time, over 3,000 tons of petroleum impacted soil were excavated and properly disposed offsite. Oxygen releasing compound (ORC) slurry was applied to the open excavation to enhance natural attenuation of remaining dissolved phase contaminants in groundwater. The excavation was then backfilled followed by site restoration. ORC was then injected into eight temporary boreholes to further address impacted groundwater on the eastern portion of the gas station. These activities are described in greater detail in URS' report dated 4/27/05 - if you need a copy of that, let me know.

Currently, URS completes groundwater monitoring of the remaining wells on a semi-annual basis. All of the monitoring wells are located outside of a "no-build" zone negotiated as part of BP's access agreement for the groundwater monitoring. They will not impact the anticipated Starbucks construction area.

Ric Woodie
Independent Consultant to
Federal Realty Investment Trust
1626 East Jefferson Street
Rockville, Maryland 20852
Phone (301) 998-8286
Fax (301) 998-3703
rwoodie@federalrealty.com
Matt Lattin/FRIT



Matt Lattin/FRIT
04/04/06 02:56 PM

To Ric Woodie/FRIT@FRIT
cc
Subject Re: Eastgate - amoco

Sorry, the underground storage tanks.

Matthew A. Lattin, SCSM, CPM, CCIM
Development Manager
Tel: (301) 998-8219
Fax: (301) 998-3705
Ric Woodie/FRIT




Ric Woodie/FRIT
04/04/2006 02:35 PM

To Matt Lattin/FRIT@FRIT
cc
Subject Re: Eastgate- amoco

68

Asbestos, underground storage tanks, or hydraulic lift?

Ric Woodie
Independent Consultant to
Federal Realty Investment Trust
1626 East Jefferson Street
Rockville, Maryland 20852
Phone (301) 998-8286
Fax (301) 998-3703
rwoodie@federalrealty.com
Matt Lattin/FRIT

 Matt Lattin/FRIT
04/04/06 02:33 PM

To Ric Woodie/FRIT@FRIT
CC
Subject Eastgate - amoco

Ric:

Do you have a narrative of the Amoco remediation process and what specific action was completed and what remains.

Matthew A. Lattin, SCSM, CPM, CCIM
Development Manager
Tel: (301) 998-8219
Fax: (301) 998-3705

REMEDATION AGREEMENT

This Remediation Agreement (the "Agreement") is made and entered into this the 20th day of June, 2003, by and between BP Products North America Inc. ("BP") and Federal Realty Investment Trust ("Federal Realty") regarding work being performed at the Eastgate Shopping Center located at Route 15-501 Bypass, Chapel Hill, North Carolina (the "Shopping Center"), as described herein.

WITNESSETH

WHEREAS, Federal Realty is the owner of the Shopping Center and leases various buildings and parcels to tenants (the "Tenants"), primarily for retail purposes; and

WHEREAS, BP leases a parcel of land, including a building (the "Service Station"), by a Lease between Arnoco (as predecessor to BP) and Federal Realty, dated May 8, 1987 (as amended as of the date of this Agreement, the "Lease"); and

WHEREAS, BP has subleased the Service Station to one or more operators for the purposes of operating the Service Station for the sale of petroleum products and other purposes, and the Service Station has, over time, utilized underground storage tanks (the "USTs") for the storage of these petroleum products; and

WHEREAS, petroleum has previously been discovered to have escaped from one or more of the USTs, and, as a result of that discharge, BP has contacted the Division of Waste Management ("DWM") of the North Carolina Department of Environment and Natural Resources ("DENR") to notify them of that fact and to arrange for the testing and clean-up (the "UST Remediation") of those USTs as required by DWM and the applicable statutes and rules, including provisions for the potential payment or reimbursement of some or all of those costs from statutory funds created for that purpose (the "UST Funds"); and

WHEREAS, Federal Realty has, for a time, been engaged in making improvements and repairs at the Shopping Center, including, without limitation, a stormwater improvement project for the Booker Creek culvert under the Shopping Center (the "Culvert Project"), the purpose of which is to, among other things, reduce the likelihood of flooding of the Shopping Center during storms or significant rain events; and

WHEREAS, the discovery of what is believed to be petroleum which may be attributed to the USTs in the saturated soil, sediments and groundwater under and around the Booker Creek Culvert, as discovered during excavation for the construction of footers for the Culvert Project on or about September 26, 2002, resulted in certain delay costs being charged to Federal Realty by its contractor, ABE Utilities; and

WHEREAS, at the recommendation of BP, Federal Realty has retained Shamrock Environmental Services of Greensboro, North Carolina ("Shamrock") to perform certain services on behalf of BP in connection with the release of the material believed to be petroleum, so as to allow the resumption and timely completion of the Culvert Project, as well as the proper handling of certain sediments and soils from in, under or around the Culvert Project (the "Culvert Soil") and the water and groundwater that is removed during dewatering operations associated

with the Culvert Project to allow the digging of footings and related activities (the "Culvert Water"); and

WHEREAS, BP has requested that the Culvert Soil and Culvert Water be handled in certain specific ways and that they be taken to specific locations, as described herein; and

WHEREAS, BP and Federal Realty reached an interim or temporary letter agreement, as described in the letter from Charles Case with the firm of Hunton & Williams to Roberta Saielli as counsel for BP, dated October 4, 2002 (the "Letter Agreement"), which Letter Agreement is hereby superceded by this Agreement; and

WHEREAS, Federal Realty and BP (collectively, the "Parties") wish to reach a comprehensive understanding and agreement regarding the performance of work related to the UST Remediation, the Culvert Project, the handling of the Culvert Soil and Water, and the allocation of the costs of such work, and other costs the parties have incurred in and will incur as a result of the existence of actual or suspected petroleum products in the soils, sediments, groundwater and otherwise at the Shopping Center which are associated with the operation of the Service Station.

NOW, THEREFORE, BP and Federal Realty agree as follows:

1. **Culvert Project Remediation Activities.** Federal Realty has hired Shamrock to perform the following services at the Shopping Center, which are also described in the scope of work Shamrock has provided, a copy of which is attached to as Exhibit A:

A. Scope of Remediation Activities. Shamrock will conduct certain services as described in this agreement and in Exhibit A in connection with the de-watering activities and removal of soil and/or sediment from the Shopping Center as are necessary because of the actual, potential or suspected presence of petroleum contamination and/or petroleum product at the Shopping Center, including the following ("Remediation"):

- (i) the performance of De-watering Activities, as defined in Subparagraph 1.B below;
- (ii) Soil Management Activities, as defined in Subparagraph 1.C below; and
- (iii) sampling, analysis, and other testing or sensing activities ("Testing"), if any, that are performed on behalf of BP in connection with its responsibilities under this Agreement, including all such testing as may be performed in connection with the De-watering Activities and Soil Management Activities, even where the Test fails to show the presence of petroleum contamination.

B. De-watering activities. Shamrock will receive, store, test, and, if necessary or appropriate, remediate and/or transport and dispose of Culvert Water at a facility acceptable to BP in light of its actual, potential or suspected contamination with petroleum

(including the potential presence of free product petroleum). The withdrawal of the Culvert Water for purposes of this de-watering may be performed by or on behalf of Federal Realty, at Federal Realty's sole cost. De-watering and Culvert Water Remediation shall be conducted as follows:

- (i) De-watering, tank filling and tank emptying activities will be carried out in accordance with the Dewatering Plan, attached as Exhibit B to this Agreement.
- (ii) BP shall only be responsible for the costs associated with de-watering and Remediation of the Culvert Water in excess of the cost to Federal Realty of such activities in the absence of actual, potential or suspected petroleum contamination associated with the operation of the Service Station.

C. **Soil Management Activities.** Shamrock will perform the handling, storage, transportation and disposal of all petroleum-contaminated Culvert Soil and other Culvert Soil that BP elected to have Shamrock dispose of in the manner described in Exhibit C. Shamrock will ensure that such materials shall be properly handled in light of its potential contamination with petroleum, including, without limitation, testing, appropriate storage, and proper disposal of the sediments and soils excavated from the Shopping Center as set forth herein.

- (i) Characterization, excavation, transport, and disposal of Culvert Soil will be carried out in accordance with the Soil Characterization and Disposal Plan, attached as Exhibit C to this Agreement.
- (ii) BP shall only be responsible for the costs associated with handling the Culvert Soil in excess of the cost to Federal Realty of such activities in the absence of actual, potential or suspected petroleum contamination associated with the operation of the Service Station.

D. **Exclusions from the definition of Remediation Activities.**

Notwithstanding any other term in this Agreement to the contrary, it is the intention and agreement of the parties to this Agreement that BP shall not bear the costs of any activity which Federal Realty would have had to perform, but for the confirmed or suspected presence of the petroleum contamination at or from the Service Station, and, to that end, the following exclusions shall apply:

- (i) The term "Remediation" as defined in paragraph 1.A. of this Agreement and as used herein shall not include, and BP shall not be responsible for the costs of, actual physical excavation of the Culvert Soil or for any petroleum impacts not associated with BP's operations. In addition, Federal Realty shall reimburse BP (or apply any such amounts as a credit against the sums BP owes to Federal pursuant to this Agreement) for the portion of the cost of transportation and disposal of Culvert Soil Federal Realty would

have paid to its contractor, ABE Utilities, Inc., pursuant to its contract with ABE dated as of September 19, 2002, had the soil and/or sediments been disposed of as non-petroleum contaminated soil and/or sediment. The parties acknowledge that Federal and ABE have executed a change order to their contract, deducting \$ 21,327.97 from the total contract value, to reflect the change of the scope of work under that contract with regard to the removal and disposition of soils excavated from the Culvert.

- (ii) Notwithstanding any other term of this Agreement, any activities performed by Shamrock regarding the Culvert Water that would have been performed by Federal Realty or its contractor(s) in the absence of potential or suspected petroleum contamination at the Shopping Center, shall not be considered "Remediation" for which BP is responsible under this Agreement, except to the extent that any activities required to be undertaken in connection with the actual physical withdrawal of the water are required solely as a result of the potential or suspected contamination of the soil, sediments or water by petroleum associated with the operation of the Service Station.

2. **Oversight of Shamrock.** Shamrock will take all direction with respect to Remediation and other activities described in Exhibit A directly from Federal Realty, and Federal Realty will coordinate and oversee the activities of Shamrock with respect to such activities. Federal Realty will not have any further responsibilities or control over Shamrock and does not, by agreeing to retain Shamrock pursuant to this Agreement, undertake or accept any obligations or liabilities with respect to any activities that Shamrock might be otherwise performing at the Shopping Center (or any other location).

3. **Costs.** Federal Realty will direct or ensure that Shamrock and other contractors or other consultants providing services at the Shopping Center will invoice BP at the address provided in paragraph 8 of this Agreement for the cost of any services provided pursuant to this Agreement. BP agrees to pay the following costs:

A. BP agrees to pay costs for Remediation performed by Shamrock pursuant to this Agreement, and as described in the attached Exhibit A. BP further agrees to guarantee payment to Shamrock for the costs of Remediation even if such costs are not ultimately reimbursed by the North Carolina Leaking Underground Storage Tank Cleanup Fund ("UST Fund"). Federal Realty agrees to reimburse BP for the portion of the cost of transportation and disposal of Culvert Soil Federal Realty would have paid had the soil and/or sediments been disposed of as either (i) non-petroleum contaminated soil and/or sediment or (ii) soil and sediment impacted by the presence of asphalt.

B. BP agrees to pay all costs associated with testing soils or groundwater in and around the Culvert and the Shopping Center that are incurred following the procedures set forth in Exhibits B and C. BP also will pay the costs to have a screener on site as the culvert work progresses.

C. BP agrees to reimburse Federal Realty for costs incurred by Federal Realty for services provided to Federal Realty by the consultants listed in Exhibit D related to petroleum contamination at the Shopping Center, to the extent those costs were reasonable, necessary, and incurred due to the suspected or actual presence of petroleum contamination at the Shopping Center which is associated with the operation of the Service Station. Federal Realty represents that as of the date of this Agreement, the costs it has incurred for the services of the consultants listed in Exhibit D relating to the Culvert Project total \$61,179.11, and that it will not incur further consulting costs relating to the Culvert Project from the consultants listed in Exhibit D.

D. BP agrees to reimburse Federal Realty an amount equal to one-half (1/2) of the attorneys fees and expenses incurred by Federal Realty for services provided to Federal Realty by Hunton & Williams LLP related to petroleum contamination at the Shopping Center prior to the date of ratification of this contract by the parties. Federal Realty represents that it has incurred a total of (\$36,652.94) for such reimbursable legal services as described in this subparagraph 3(c) for the time period through April 30, 2003. This reimbursement by BP to Federal Realty shall fully settle and extinguish all claims Federal Realty may otherwise have to attorneys fees and other legal expenses related to the impact of petroleum contamination on the Culvert Project.

4. Payment of Claims.

A. Within 10 days of receipt of any invoice from Shamrock, BP shall send a notice to Federal Realty's representative, identified in paragraph 8 of this Agreement, that includes a statement of the amount owed to BP by Federal Realty, a copy of the invoices describing the services performed, and a brief explanation of how the amount owed by Federal Realty was determined in accordance with the estimate agreed upon pursuant to paragraph 4. Federal Realty shall pay BP within fifteen (15) days of its receipt of the notice by sending a check in the amount stated in the notice to BP's consultant identified in paragraph 8 of this Agreement.

B. Federal Realty has provided BP with a notice, consisting of a statement of the amount of delay costs charged by ABE Utilities for the Culvert Project that Federal would not have incurred but for delays which occurred in September and October, 2002, due to the actual, potential or suspected presence of petroleum contamination associated with the operation of the Service Station at the Shopping Center, documentation of that amount through invoices, field reports and other relevant data sent to Federal Realty by the contractor, and a brief explanation of how these expenses were calculated and how Federal determined that it would not have incurred the expenses but for the actual, potential or suspected presence of petroleum contamination associated with the operation of the Service Station. The parties have agreed that the total amount of these delay costs is \$42,146.45, which is the sum total of BP's responsibility to reimburse Federal Realty for delay costs associated with the Culvert Project.

5. Indemnification.

A. BP agrees to indemnify and hold Federal Realty, its directors, officers, employees, agents, consultants, and attorneys, harmless for any and all claims against Federal Realty by any party conducting work at the Shopping Center, or any other third party, for costs,

damages, or any other claim arising out the Remediation activities of Shamrock. The foregoing notwithstanding, to the extent that Federal Realty directs Shamrock to conduct any activities at the Shopping Center other than Remediation, or Federal Realty directs Shamrock to conduct its activities in a manner that is not in compliance with federal, state or local law and regulations, and such activities result in damage or injury to persons or property, BP shall have no obligation to indemnify Federal Realty pursuant to this Agreement with respect to damages or injuries resulting from such activities.

B. Federal Realty agrees to indemnify and hold BP, its parents, subsidiaries, affiliates, directors, officers, employees, agents, attorneys and consultants harmless for any and all claims against BP by any party conducting work at the Shopping Center, or any other third party, for costs, damages, or any other claim arising out of activities of Shamrock other than the Remediation activities described in paragraphs 1 and 2 of this Agreement.

6. Notice to Governmental Agencies. BP or its contractors will be responsible for any notifications to governmental agencies under North Carolina or federal environmental law, including, but not limited to, notifications under the North Carolina Underground Storage Tank program regulations and the federal Clean Water Act. Any reports, notifications or other official contact with federal, state or local officials about the Remediation shall be made only after BP or its contractors have conferred with Federal Realty, unless immediate or less than one-hour notification to such officials about the Remediation at the Shopping Center is required by applicable law.

7. BP as Generator. BP shall execute, or authorize its consultant or agent to execute on its behalf, soil profile statements and any other documents regarding any petroleum contaminated materials to be removed from the Shopping Center that are necessary to enable Shamrock to dispose of such petroleum contaminated materials at a facility acceptable to BP.

8. Notices. Any notices or other written communications required by this Agreement should be sent to the following representatives for the parties:

BP: John Everhardus
Attorney for BP Products North America Inc.
Mail Code 4 West
4101 Winfield Road
Warrenville, IL 60555

with copies (which do not constitute notice) to: Mr. Lee Rhea
URS Corporation
1600 Perimeter Park Drive
Morrisville, NC 27560

And Rebecca A. Kulas
Environmental Business Manager
Group Environmental Management Co.
P.O. Box 211067
Eagan, MN 55121-2467

Federal Realty: Federal Realty Investment Trust
1625 E. Jefferson Street
Rockville, MD 20852
Attention: Legal Department

with copies (which do not constitute notice) to: Mr. Ric Woodie
Federal Realty Investment Trust
1625 E. Jefferson Street
Rockville, MD 20852

And Charles D. Case, Esq.
Hunton & Williams
P.O. Box 109
Raleigh, NC 27602

9. **Access.** BP's consultant shall be granted reasonable access onto Federal Realty's property at the Shopping Center for the duration of the activities described in Exhibit A for the purpose of monitoring and observing the activities of Shamrock and taking samples of water and/or sediment and/or soil as necessary for BP to comply with its obligations pursuant to this Agreement, which right of access was granted by the terms of an access agreement between Federal Realty and BP, dated April 21, 2003, which is attached hereto and incorporated herein.

10. **No Admission of Liability or Release of Claims.**

A. By entering into this Agreement, BP does not make any admissions of fact or law, and expressly does not admit that any petroleum contaminated material (including, but not limited to, water, soil and/or sediment) is present on the Shopping Center as a result of BP's operations. BP expressly reserves the right to any claims it may have against third parties for contribution or otherwise with regard to costs incurred in connection with any releases of petroleum or other material on, at, under, to or from the Shopping Center.

B. The parties acknowledge and agree that this agreement is only intended to address BP's and Federal Realty's agreements with regard to Federal Realty's retention of Shamrock for the purposes described herein and regarding BP's payment of costs incurred by Federal Realty associated with the Remediation. Except to the extent to which the parties have specifically agreed, pursuant to this Agreement, regarding each party's obligation to pay costs associated with the Remediation (as defined hereinabove), which shall constitute the parties' conclusive agreement regarding their respective liability for such costs, neither Federal Realty nor BP waive or release any claim, including but not limited to claims arising from or under BP's lease from Federal Realty of certain premises at the Shopping Center or any release of petroleum products or other materials at the Shopping Center.

11. **Settlement and Payment.**

A. By signing below, by the payment to Federal Realty by BP of the amounts set forth in paragraphs 3 and 4 of this agreement, set off by the amount set forth in

paragraph 1(D) of this agreement, the parties acknowledge they have settled all claims between them relating to the Remediation and the impact of petroleum contamination on the Culvert Project, as those terms are defined and limited herein.

B. Federal Realty further acknowledges and agrees that the costs and expenses set forth in paragraphs 1(D), 3 and 4 of this Agreement, represent all of the costs and expenses Federal Realty has incurred prior to and including the date of this Agreement in connection with the actual, potential or suspected petroleum contamination associated with the Operation of the Service Station at the Shopping Center and for which Federal Realty will seek reimbursement from BP. Federal Realty hereby acknowledges full accord and satisfaction of all the costs and expenses covered in this Agreement, as set forth in paragraphs 1(D), 3 and 4 of this agreement, for which Federal Realty will seek reimbursement from BP, and Federal Realty expresses releases BP from any further liability from those costs and expenses.

C. Notwithstanding any other provision herein, neither party to this agreement has in any way limited, settled, or addressed any matter not addressed herein. Specifically, Federal Realty has not settled any of the following:

- (1) any expenses incurred by Federal Realty unrelated to those matters set forth in paragraphs 1(D), 3 and 4 of this Agreement;
- (2) any expenses incurred by Federal Realty related to the matters set forth in paragraphs 1(D), 3 and 4 of this Agreement, and incurred after the date of this Agreement;
- (3) any liabilities, costs or damages incurred by Federal Realty related to any future contamination at the Shopping Center due to releases from the USTs; or
- (4) any liabilities, costs or damages resulting from the existing contamination at the Shopping Center other than Federal's actual out of pocket costs incurred as of the date of this Agreement

12. **Tolling.** By signing below, the parties hereto agree that all statutes of limitation and statutes of repose concerning any claims each may have against the other regarding the Lease or the Leased Premises arising out of the Shopping Center, the Culvert Project or the activities and responsibilities set out in this Agreement are tolled as of the effective date of this Agreement and shall remain tolled until ninety (90) days following the completion of all Remediation activities at the site, as documented by the issuance of a letter authorizing termination of corrective action by the North Carolina Department of Environment and Natural Resources pursuant to 15A NCAC 2L.0106(m).

13. **General Provisions.**

A. **Controlling Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of North Carolina. The Parties agree that any legal proceeding arising out of or relating to this Agreement may be instituted in the state courts in North Carolina or in any other court where jurisdiction is proper.

B. **Authority.** The undersigned signatories on behalf of BP and Federal Realty represent that he or she is authorized to execute this letter agreement on behalf of BP or Federal Realty, respectively.

C. **Entire Agreement Modification** This Agreement and any documents recited herein shall constitute the entire agreement between the Parties relating to the subject matter hereof. No modification of this Agreement shall be binding unless the modification shall be in writing and signed by the Parties.

D. **Forbearance.** Any forbearance on the part of either Party to demand strict compliance with the terms and conditions of this Agreement shall in no way be construed as a waiver or defense to enforcement.

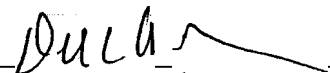
E. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of the executed signature pages by facsimile transaction will constitute effective and binding execution and delivery of this Agreement.

AGREED TO AND ACCEPTED THIS 20th DAY OF JUNE, 2003.

BP PRODUCTS NORTH AMERICA INC.

By: 
Mgr. Env. Liability, RETAIL EAST

FEDERAL REALTY INVESTMENT TRUST

By: 
Deborah A. Colson
Vice President, Legal Operations

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EXHIBIT A
SCOPE OF WORK

[to be attached]

BP Amoco



79

LEGAL

MAR 22 2000

Dear BP Amoco Supplier:

Effective April 1, 2000, Accounts Payable services for **heritage Amoco downstream operations** will require an address change on paper invoices. Please note that this change **does not** apply to invoices billable to BP Amoco Corporation, BP Amoco Fabrics, BP Amoco Chemicals, BP Amoco Exploration & Production, or Altura Energy.

All invoices currently or formerly billed to the following downstream companies at the BP Amoco Tulsa office addresses below are included in this address change:

Amocams/ Modular	Amoco Oil	Dome Petroleum Corp.
Amoco Destin Pipeline	Amoco Pipeline	Frontier Pipeline
Amoco Environmental	Amoco Supply & Trading	Main Pass Gathering
Amoco International Sales Co.	Bravo Pipeline	Oiltanking Beaumont Partners
Amoco Longhorn Company	Coastwise Trading	West Shore Pipeline
Amoco Marketing	Cushing	

The former US postal addresses are:

Invoices / Credit Memos

Correspondence (Invoice Related)

(former Amoco name)

(former Amoco name)

Petroleum Products Procurement

Petroleum Products Procurement

PO Box 22024

PO Box 3127

Tulsa, OK 74121-2024

Tulsa, OK 74121-3127

The former Fed Ex, UPS, etc. address is:

BP Amoco

Attn: Scanning Dept.

509 S. Boston Ave.

Tulsa, OK 74103-4605

Phone: (918) 581-4457

The new addresses are:

Invoices & Related Correspondence via US Mail

Via Fed Ex, UPS, etc.

(former Amoco name)

(former Amoco name)

PO Box 460329

15990 N. Barkers Landing

Houson, TX 77056-8329

Houston, TX 77079

Phone: (281) 529-6094

Please note that all other billing information should remain the same.

Questions may be directed to: (800) 284-2244.

Sincerely,

BP Amoco