HOWARD UNIVERSITY HOSPITAL

2041 Georgia Ave., N.W.
Washington, D.C. 20060

202/865-6100
202/745-3731 fax

October 3, 2003

Mr. Geoffrey Griffis
Chairman
District of Columbia Board of Zoning Adjustment
441 4th Street, NW
Suite 210 South
Washington, DC 20001

DCRA
2003 OCT -3 PM 4:32

Re: 915 Rhode Island Avenue, Case No. 17035

Dear Mr. Griffis:

As per your request the following information is provided for the BZA records.

A. Howard University is the owner of 915 Rhode Island Avenue, NW.

B. Howard University has granted Howard University Hospital the authority to convert 915 Rhode Island Ave. from a former medical office building to an 11-unit apartment building. Construction documents have been prepared for the use of the building as an 11-unit apartment building and are currently being reviewed by DC permit officials for permit approval.

C. The five parking spaces provided will be assigned to the tenants in accordance with the application submitted and leases approved.

Please keep in mind that street parking is provided on Rhode Island Avenue and 9th Street. Additionally, Metro bus service is provided on Rhode Island Ave. for both east and west traffic. Also, the Metro rail service is located two short blocks northeast of the 915 site at 7th & R Streets.

Furthermore, the Howard University Hospital will be providing parking for 915 residents on the Hospital parking lots. Attached is a notarized copy of the fully executed lease agreement between Howard University and DHCD for the use Lot 838 located at the rear of 915 Rhode Island Avenue.

I trust that the information provided is sufficient for your records. Thank you.

Respectfully,

Barry K. Booker
Administrative Director
Facilities Management

BZA
Case No. 17035
Exhibit No. 45

Board of Zoning Adjustment
District of Columbia
CASE NO. 17035
EXHIBIT NO. 45

DISTRICT OF COLUMBIA.

DC - 3 PM 4:32

SHORT TERM LEASE AGREEMENT BY AND BETWEEN

DISTRICT OF COLUMBIA, A MUNICIPAL CORPORATION, ACTING BY AND THROUGH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

AND

HOWARD UNIVERSITY

DC=DHCD CONTRACT NO. 2003-27
Effective on August 22, 2003

DISTRICT OF COLUMBIA.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") made and entered into as of the 22nd day of August, 2003, by and between

DISTRICT OF COLUMBIA, a municipal corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, hereinafter, sometimes, styled as "Lessor," and

HOWARD UNIVERSITY, an educational institution, whose principal address is 2041 Georgia Avenue, NW, Washington, DC, hereinafter, sometimes, styled as "Lessee."

WITNESSETH: THAT

WHEREAS, Lessor does control or hold title to a certain parcel of land and any improvements located thereon (if any), consisting of 250 square feet, more or less, of property, which the Lessor and Lessee have identified as suitable for vehicular parking and other Lessor approved complementing uses; and

WHEREAS, the property described the property above mentioned is more particularly described as Lot 838 in Square 364, more particularly described or shown on Exhibit B, annexed hereto and made a part of this Agreement, hereinafter referred to as the "Property;" and

WHEREAS, Lessor has reviewed Lessee's application/request to Lessor for occupation, use and maintenance of the Property, and Lessor desires to permit the occupation, maintenance and use of the Property by Lessee, its agents, licensees, invitees, contractors, successors and assigns for the purposes herein prescribed; and

WHEREAS, Lessor and Lessee both desire that the use, maintenance and occupation of the Property shall be in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration in hand paid to the respective parties hereto, for which the receipt and sufficiency of the same are acknowledged by the respective parties, the Lessor does, insofar as it is legally permitted to so do and its title to the Property so legally permits, agrees to lease the Property unto Lessee, upon and subject to the terms and conditions as follows: to wit,

I. RECITALS

The above recitals are incorporated in this Agreement and made a part of this Agreement

II. PREMISES

parcel of property of Lessor in the District of Columbia, with a street address in Washington, DC, consisting of square feet, of more or less, described more specifically on Exhibit B, annexed hereto and made a part of this Agreement.

III. RESTRICTED USE(S) OF THE PROPERTY

The Property shall be used by Lessee, its successors, assigns, licensees, invitees, agents and contractors in connection with the operation and maintenance of the medical business of the Lessee for vehicular parking and such reasonable complementing uses and for no other purpose(s), whatsoever.

In the event the Property is not occupied and used by Lessee for the purposes herein described for a continuous period of thirty (30) days, Lessor may consider Lessee to be in breach of the terms and conditions of the Lease, and avail itself of the remedies described for breach of the terms and conditions of this Agreement by Lessee. In no event shall Lessee be permitted to use and occupy the said Property f or any purpose(s) or use(s) which are not herein described, unless Lessor shall, in writing, approve another use of the Property by Lessee.

IV. LESSOR RESERVED USES/RIGHTS

Lessor reserves unto itself, its successors and assigns, the permanent right to maintain, operate and renew, or reconstruct upon, under or over said Property any existing utility lines, including, but not limited to water, gas, sewer, telephone, electric or any other facilities of like character. Lessee does hereby understand and agree this Agreement is subject to any or all rights and uses of the Property by Lessor for such purposes of operating, maintaining, reconstruction or relocation of any of the facilities herein mentioned. Lessee, also, understands and agrees that Lessor reserves unto itself, its successors and assigns, the necessary rights of way and easements necessary for the use and operation of any facilities located on or affects the said Property, including streets, alleys or any roadways. Lessor shall have the right, at any time, as may be reasonably necessary to enter upon the Property to inspect the Property and make any alterations, changes or corrections to the Property as it deems necessary.

V. TERM

This Agreement shall constitute a month-to-month lease, and the parties shall hereto agree to the same. Lessor may terminate such a month-to-month use by Lessee by providing Lessee with notice of its intent or the rights of the Lessee shall be terminated by Lessee's failure to make the prescribed advanced rent payment or violate any of the terms and conditions of this Agreement. Lessee's failure to perform any of its obligations, hereunder prescribed, shall constitute a breach of this Agreement, and the Agreement shall terminate immediately without notice to Lessee by Lessor, but all applicable provisions surviving termination/expiration of this Agreement shall be applicable.

VI. RENTAL PAYMENTS

A. Lessee shall pay in advance to Lessor, as consideration and rent for the use of the said Property, a sum of Two Hundred Dollars ($200.00) per month, commencing on the 1st day of the next month after the date of this Agreement, and due the 1st day of each month thereafter until expiration or termination of this Agreement. In the event the date of this Agreement is any date other than the 1st day of the month, the first rent payment upon execution of this lease shall be prorated, based on a 30-day rental period.

B. Lessee understands and agrees that payment of said rent by the Lessee and the acceptance thereof by the Lessor shall not constitute a waiver by the Lessor of any of the terms of this Agreement; provided however, that any unearned rent accepted by Lessor after the expiration or

termination of this Agreement shall be refunded to Lessee within a reasonable time after such termination or expiration and any adjustments for costs incurred by Lessor, as prescribed under the terms and conditions of this Agreement.

C. Lessee's failure to pay any installment of rent, as herein prescribed, on the date when due shall constitute a default by Lessee under this Agreement. If any such default is not cured within ten (10) days, a service charge in the amount of 1/2 of 1% of such rent payment for each month or portion thereof that the same shall remain unpaid shall be charged to Lessee. Lessee shall pay such service charge(s) together with the current rental due hereunder. The provision of this paragraph shall not in any way preclude Lessor from exercising its rights set forth in Exhibit A, annexed to and made a part of this Agreement.

D. All payments, rents and other payments prescribed hereunder shall be paid in United States Currency by certified check, cashier's check or bank check, payable to the District of Columbia Treasurer at the address and place provided Lessee by Lessor. Any payments made hereunder shall be deemed paid upon receipt by the District of Columbia Treasurer.

E. Lessee hereby understands and agrees that, in the event that this Agreement, has yearly terms or month-to-month terms extending for a period of one (1) year or longer, Lessor, may, in its sale discretion, increase the rent at the end of each year of the term by ten percent (10%) of the previous year's rent or raise the annual rent to fair market value, whichever is greater; however, in any event if the rent is due and payable in monthly installments, such rent may, hereunder, be one-twelfth of the annual rent for each monthly installment due.

VII. OTHER TERMS AND CONDITIONS

All of the terms and conditions contained in Exhibit A shall be a part at this Lease and shall have the same legal effects as any of the terms and conditions described under the Articles of this Agreement. If there is any contradiction between those terms already mentioned and those contained in Exhibit A, those already mentioned in this part of the Agreement shall prevail.

VIII. EFFECTIVE DATE

The terms and conditions of this Agreement shall become effective as of the date of execution of this Agreement, and shall remain effective during the term of the Agreement, unless otherwise terminated, as herein prescribed.

IX. NOTICES

All notices and correspondence as required herein should be sent to the respective parties, as herein described:

Lessor: Director
District of Columbia Department at Housing and Community Development
801 North Capitol Street, NE
Washington, DC 20002
Attention: Manager, Real Estate Services Branch

W/copy to: Chief
Office of the Corporation Counsel
Economic Development Section
801 North Capitol Street, NE

Lessee: Howard University
2041 Georgia Avenue, NW
Washington, DC 20001

(Signature Pages Follow on Next Pages)

(SIGNATURE PAGE)

IN WITNESS WHEREOF, DISTRICT OF COLUMBIA, a municipal corporation, acting by and through the Department at Housing and Community Development, has on this 22nd day of August, 2003, caused these presents to be executed, in duplicate, each part being an original, on its behalf by Stanley Jackson, its Director, and does hereby appoint Stanley Jackson as its true and lawful Attorney-In-Fact to acknowledge and deliver these presents as its act and deed.

Witnessed By:

LESSOR:
DISTRICT OF COLUMBIA, a municipal corporation, acting by and through the Department of Housing and Community Development
By,

_____ (Seal)
Stanley Jackson
Director

_____
Name:

Approved as to Legal Sufficiency:

_____
Assistant Corporation Counsel, DC

Date: 8/22/03

ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA, ss:

I, _____, a Notary Public in and for the District of Columbia aforesaid, DO HEREBY CERTIFY that Stanley Jackson, who is personally well known to me as the Director f or DISTRICT OF COLUMBIA DEPARTMENT OF HOUSING COMMUNITY DEVELOPMENT in the foregoing and annexed Agreement, bearing date the 22nd day of August, 2003, personally appeared before me in said District a Columbia, and as the authorized official, Attorney-In-Fact, acknowledged the same to be the act and deed of the District of Columbia, acting by and through the Department of Housing and Community Development.

GIVEN UNDER my hand and seal this 22nd day of August, 2003.

_____
Notary Public

[Notarial Seal]

My commission expires: _____

(Second Signature Page Follows)

(SIGNATURE PAGE)

IN WITNESS/TESTIMONY WHEREOF, HOWARD UNIVERSITY has on this 22nd day of August, 2003, caused these presents to be executed, in duplicate, each part being an original, on its behalf by _____, its _____, and attested/witnessed by its _____, and its seal to be hereunto affixed, and does hereby appoint _____ to be its true and lawful Attorney-in-Fact to acknowledge and deliver these presents as the act and deed of Howard University.

WITNESSED BY:

_____
Name:
Title: _____

LESSEE:
HOWARD UNIVERSITY
By,

_____(Seal)
Name: _____
Title: _____

(University Seal)

ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA, ss:

I, _____, a Notary Public in and for the District of Columbia aforesaid, DO HEREBY CERTIFY that _____, who is personally well known to me as the _____, Howard University in the foregoing and annexed Agreement, bearing date the 22nd t day of August, 2003, personally appeared before me in said District of Columbia, and as the authorized official, Attorney-In-Fact, acknowledged the same to be the act and deed of Howard University.

GIVEN UNDER my hand and seal this 22nd day of August, 2003.

_____
Notary Public

[Notarial Seal]

My commission expires: _____

EXHIBITS ATTACHED TO LEASE AGREEMENT

EXHIBIT A..... General Terms and Conditions of the Lease Agreement

EXHIBIT B..... Property Description

EXHIBIT D..... Applicable Federal and District of Columbia Environmental Statutes, Rules and Regulations

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF THE LEASE AGREEMENT

1. Lessee shall use said Property of Lessor for the purposes herein before mentioned and for no other purposes, except as may be prior approved by Lessor in writing.

2. Lessee shall pay the rents in the manner prescribed in this Agreement.

3. Lessee shall not assign this Agreement, or sublet said Property, or any part thereof, to any person or entities, except with the written consent of Lessor.

4. Lessee shall comply with or cause to be complied with any and all federal and District of Columbia safety, health, environmental and sanitation laws, rules, and regulations in the use, operation and maintenance of the Property or any Lessor approved facilities located thereon.

5. Lessee shall, at its own cost and expense, make all corrections, repairs, repairs and additions to said Property or the facilities located thereon which are necessary to ensure compliance with all applicable federal and local laws, rules and regulations. Prior to any material change(s) to the Property, the Lessee shall furnish Lessor acceptable plans which must be reviewed and prior approved by Lessor, in writing, before commencement of any work associated with said plans by Lessee.

6. Lessee shall, at its own cost and expense, provide Lessor satisfactory evidence of a General Liability Insurance policy in the amount of $3,000,000.00 covering losses and claims, including loss of lives, which may be connected with the Property and the Lessee's occupation and use of said Property. Lessee shall provide the aforementioned evidence of insurance coverage prior to Lessee's use and occupation of the Property or before the effective date of this Agreement. Any such insurance obtained by Lessee in satisfaction of this provision must remain in full force and effect during the term of this Agreement, and any notice of cancellation or change in coverage must be provided to Lessor thirty (30) days prior to such change or cancellation.

7. Lessee does hereby indemnify and hold Lessor harmless from and against all damages, injuries , loss of lives, fines, penalties, and claims in any way whatsoever connected with the Property and Lessee's use, maintenance, and occupation of the Property; further, Lessee shall, at its own cost and expense, defend Lessor in any actions, legal or otherwise, connected with the Property and Lessee's use and occupation of the Property in any manner whatsoever.

8. Lessee shall not dispose of any wastes of any kind, whether hazardous or not, on said Property.

9. Lessee shall provide Lessor with a written report describing releases, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980

(Superfund Act), from the Property whenever such releases are required to be reported to any Federal or local authority in accordance with any Federal or local laws, rules, or regulations and any regulations issued hereunder, including, but not limited to those laws listed in Exhibit D, annexed to this Agreement and made a part of the same. Such written report shall identify the Substances released, the quantity released, and the measures undertaken to cleanup and remove the released substances and any contaminated soil or water; further, Lessee shall certify that no Contaminated soil or water remains or shall remain after the said cleanup measures have been completed. Such report~ shall be supplemented by providing the Lessor with Copies of any written reports required to be submitted by Lessee to any Governmental agency in accordance with any Federal or local laws, rules, or regulations, or by the Council on Environmental Quality's National Oil and hazardous Substances Pollution Contingency Plan as it flow exists or as it may hereafter be amended. The foregoing reports to Lessor and Copies of reports to Governmental agencies shall be sent to Lessor within fifteen (15) days of the notification is provided Lessee.

10. (a) During the term of this Agreement, Lessor, its successors or assigns, may enter onto the Property at all reasonable times for the purpose of inspecting the Property to ensure compliance with the terms and conditions of this Agreement and all rules, laws and regulations pertaining to the said Property. If any violations of the environmental requirements are identified, including contamination of the Property, Lessor shall notify Lessee of the violation, and Lessee shall take reasonable steps to eliminate or cure said violation. If Lessor shall reasonably determine that Lessee's actions are not sufficient, Lessor may, at the cost and expense of Lessee, enter onto the Property and take whatever corrective actions are deemed necessary to cure such violation(s).

(b) The provisions of this Article shall apply regardless of the Lessor's or Lessee's failure to actively participate in the evaluation process or Lessor's failure to request such reports as herein described. No claims of negligence on either party's behalf shall nullify or constitute a waiver of any of the terms of this particular Article.

(c) Notwithstanding any other provisions of this Agreement to the contrary, the terms and conditions of this Article shall apply.

11. Lessee shall pay all taxes, licenses or other charges which may be assessed or levied upon the Property or business of said Lessee located at this Property, including any taxes or charges on the structures or improvements of Lessee or Lessor on said Property. Lessee shall pay all charges when due in any way connected with water, sewer, gas, electric or any public utility. In the event there are additional charges or assessments due in connection with the Property that would be charged if the Property were not the Property of the Lessor, the Lessor, may at its sole discretion, require Lessee to pay those additional charges to Lessor as additional rent due under the Lease Agreement.

12. Lessee shall not construct or install upon said Property any buildings, structures, fixtures, or improvements, unless specifically permitted herein in writing by the Lessor. If said permission for any construction on the said Property is granted/approved by Lessor, Lessee shall submit to Lessor for prior approval any and all acceptable plans and specifications for said intended structure or improvements. Lessee shall provide to Lessor suitable evidence of

the sufficient fire insurance coverage on the newly Constructed facilities or the already existing facilities on the real Property (if any).

13. If the use, maintenance and occupation of the Property shall include the occupation and use of a building of Lessor, Lessee shall:

(a) accept the Property in its present condition or in its "As Is" condition with any changes and/or rehabilitation costs associated with the existing building of the Lessor to be the sole responsibility of Lessee. Lessor shall have no responsibility whatsoever to provide water, sewer, electric, gas or other Utilities to Lessee. Any such changes to the facilities located on the said Property to provide such Utility costs shall be the sole responsibility of the Lessee.

(b) not make any alterations additions or other improvements without the prior written with the requirements of the National Electrical Code and at the expense of Lessee.

(c) pay any and all charges connected with utilities as such charges affects the use and occupation of this Property from the date of this Agreement.

(d) obtain the prescribed type of insurance coverage, including but not limited to fire, indemnity and general liability, and shall comply with the requirements of said coverage to ensure continued policies' coverage. In keeping with the required notices for general liability, the Lessee must provide to Lessor the 30-day notice prior to termination of, cancellation of or changes to the said policies, herein described.

14. Notwithstanding any other provision of this Agreement to the contrary:

(a) Lessee shall be solely responsible for, and shall bear all cost, expense and m liability resulting from, loss of or damage to said Property by fire.

(b) Lessee shall be solely responsible for, and shall bear all cost, expense, and liability resulting from death, personal injury, loss or damage to Property caused by the negligence of Lessee, its invitees, licensees, agents, contractors, successors or assigns.

(c) Knowledge on part of Lessor of a continuing violation of the terms of this Agreement by Lessee shall not constitute a waiver of the rights afforded Lessor against Lessee under the terms and conditions of this Agreement.

15. In the event that the whole or part of the Property occupied by said Lessee under this Agreement is taken under eminent domain; Lessee shall not be entitled to share in any award resulting from such taking, nor shall Lessee have any claim against Lessor as a result of the taking or termination of this Agreement. In the event that the taking shall be of the whole of the Property herein occupied by Lessee or of such part as shall render said Property untenantable for the uses at such time made of the Property by Lessee, then as of the date of the vesting of title to the Property in the condemning authority, Lessee shall not have any claim for the value of any unexpired period of this Agreement.

16. If Lessee shall be in default for 15 days in the payment of any installment of rent due hereunder, or if Lessee shall violate any other covenant of Lessee herein, or if the Property

of Lessee shall be taken from the control of Lessee by operation of law or otherwise, then Lessor may, at its option, terminate this Agreement, notwithstanding the term hereby created or anything in this Agreement, by serving upon Lessee a 10-day written notice of its election so to do; service of said notice, or of any other notice that may be required to be given to Lessee by (i) mailing the same to Lessee, (ii) leaving it at the last known address of Lessee, and (iii) posting in any conspicuous place upon said Property.

17. (a) Upon expiration of the term of this Agreement or any renewal thereof or within five (5) days of giving or receiving notice of termination of this Agreement, whichever first occurs, Lessee shall furnish Lessor with a written certification that the Property has not been contaminated by Lessee' a operations, or if a condition of contamination exists or is believed to exist on any part of the Property, Lessee shall give written notice of that fact to Lessor and Lessee shall promptly eliminate said condition, as may be required by law in keeping With the terms and conditions of this Agreement.

(b) Upon the termination of this Agreement, for whatever cause, Lessee shall (ii) vacate the Property, (ii) immediately remove all improvements placed on the Property by Lessee, and (iii) leave/restore the Property, including the subsurface, in as good order and condition as said Property may have been prior to the use, maintenance and occupation thereof by Lessee and free from holes, obstructions, debris, waster, or contamination of any kind.

(c) If Lessee fails to restore the Property as provided herein prior to the date that Lessee is required to vacate such Property, then Lessor may, at its option, but at the sole cost and expense of Lessee, remove or arrange to remove all such Property, improvements obstructions, debris, waste, and contamination, and restore or arrange to restore both the surface, the structure and the subsurface of the Property to as good order and condition as said Property may have been prior to the use and occupation thereof by Lessee. Promptly upon bill rendered by Lessor, Lessee shall pay to Lessor the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

18. If Lessee fails to vacate the Property prior to the date that Lessee is required to vacate such Property, Lessor may, in addition to any other legal remedy it may have, re-enter and take possession of said Property, remove Lessee and all persons holding under Lessee, and restore or arrange to restore, the surface and subsurface of the Property, as herein described. Lessor may also, after reasonable notice to Lessee, take possession of any Property and improvements, including structures, if any, left on said Property by Lessee and dispose of the same by sale or otherwise for the purpose of applying the proceeds against, unpaid rental or to other payments due under the terms of this Agreement, or for other purposes as hereinafter mentioned. If, in Lessor's judgment, any property or improvements so left and said Property by Lessee is contaminated, has no value, or cannot be conveniently sold, Lessor may dispose of the same without notice to Lessee in such manner as Lessor may determine to relieve itself of the burden of caretaking for such Property and improvements, without accountability to Lessee.

19. It is agreed between the parties that the applicable statute of limitations shall be tolled and shall not begin to run against Lessor in connection with any controversy or dispute arising

under the provisions of this Agreement until Lessor has received actual written notice of noncompliance with the applicable provisions of this Agreement.

20. No waiver by Lessor of any one breach of covenant or default by Lessee shall be construed as a waiver of any other or subsequent breach or default on the part of Lessee. Also, no declaration of termination of this Agreement shall be construed to release Lessee from any covenant or obligation as to which Lessee may be in default as of the data of such termination

21. Lessee agrees to pay all costs and expenses, including, but not limited to, reasonable attorneys' and consultants' fees, incurred by Lessor in connection with enforcing the performance of any of the provisions of this Agreement.

22. If any provision of this Agreement, or the application thereof to any person or circumstance shall, for any reason and to and to and any extent, be invalid or unenforceable the remainder of this Agreement and the application of such provision to other persons or circumstance as shall not be affected thereby but rather shall be enforceable to the fullest extent permitted by law.

23. It is understood and agreed by Lessee that Lessor shall, as it may determine, impose additional obligations and amend this Lease in order to comply with any Federal and/or District of Columbia laws, rules and/or regulations. This Agreement shall Construed and interpreted under District of Columbia law.

24. Notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that Lessor may, in its sole discretion, terminate this Agreement for any reason whatsoever by providing Lessee a thirty (30)-day notice of its intention to so do; and if the said Agreement is deemed a month-to-month Agreement, as in this instance, the Lessee may terminate this Lease in that manner.

25. Lessee represents and warrants to the Lessor that the Lessee's signatory to this Lease Agreement is authorized to execute this Lease Agreement and obligate the Lessee to the terms and condition of this Lease Agreement in all respects, and shall not deny any of the obligations of the Lessee.

EXHIBIT B

PROPERTY DESCRIPTION

PROJECT AREA	SHAW
SQUARE	364
LOT	838
ADDRESS	915 Rhode Island Avenue, NW, WASHINGTON, DC
SQUARE FOOTAGE	250 square feet, more or less

EXHIBIT D

1. Federal Water Pollution Control Act (Clean Water Act, 33 U.S.C. 1251 et seq.

2. Air Pollution Prevention and Control Act (Clean Air Act), 42 U.S.C. 7401 et seq

3. Resources Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.

4. Comprehensive Environmental Response, Compensation and Liability Act (Superfund Act), 42 U.S.C. 9601 et seq.

5. The Rivers and Harbors Act of 1899 (The Refuse Act), 33 U.S.C 401 et seq.

6. Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 et seq.

7. Toxic Substances Control Act, 15 U.S.C. 2601 et seq.

8. All applicable District of Columbia and Federal Environmental laws, rules and Regulations, as may be or have been amended.

****NOTE: This is not intended to be a comprehensive list of federal statutes but is illustrative only.**