

APPENDIX E

Consent Decree Appendices

United States and District of Columbia v. Washington Gas Light Company

**AGREEMENT REGARDING ACCESS AND INSTITUTIONAL
CONTROLS**

THIS AGREEMENT REGARDING ACCESS AND INSTITUTIONAL CONTROLS (this "Agreement") is entered into this 12TH day of DECEMBER, 2011 between the **DISTRICT OF COLUMBIA**, herein called the "**District**", acting by and through the Office of the Deputy Mayor for Planning and Economic Development, and **WASHINGTON GAS LIGHT COMPANY**, a corporation organized and existing under the laws of the District of Columbia and Virginia, herein called the "**Company**".

WHEREAS, the District owns that certain real property in the District located along the Anacostia River to the north of the 11th Street Bridge, in the Southeast Quadrant of Washington, D.C., at the location shown on the Plat attached hereto as **Exhibit A** (the "**District Property**"); and

WHEREAS, the Company, the District and United States of America are entering into that certain CERCLA Consent Decree Associated with The Washington Gas—East Station Site, dated contemporaneously with the date of this Agreement, together with all attachments thereto (collectively, the "**Consent Decree**") and the accompanying Statement of Work (the "**SOW**"), in connection with a case filed before the United States District Court for the District of Columbia, copies of which Consent Decree and SOW are attached hereto as **Exhibit B**; and

WHEREAS, the Consent Decree provides, amongst other things, that the District grant to the Company access to the District Property, and if necessary other property owned by the District adjacent or contiguous, or otherwise so situated as to be necessary to implement the Consent Decree by virtue of its proximity, to the District Property (the "**Adjacent District Property**", such Adjacent District Property being shown on the Plats attached as **Exhibit C** hereto), and District desires to grant access to the Company to the District Property, and if applicable, the Adjacent District Property, all in accordance with the terms of this Agreement, so that the Company can conduct on the District Property, and if applicable, the Adjacent District Property, certain activities required by the

Consent Decree and the SOW, including but not limited to the soil remedy and a Remedial Investigation/Feasibility Study for the sediments and groundwater (the "RI/FS"); and

WHEREAS, the District has agreed to monitor and enforce the Institutional Controls (as such term is defined in the Consent Decree) for the District Property, and if applicable, the Adjacent District Property, that the Company develops pursuant to the Consent Decree; and

WHEREAS the United States Environmental Protection Agency ("EPA") approved a 1999 Decision Document that included, among other things, the construction of wells, and groundwater pumping and treatment, and removal of Dense Non-Aqueous Phase Liquid ("DNAPL") at and in the vicinity of the District Property ; and

WHEREAS the United States National Park Service ("NPS") issued a 2006 Record of Decision ("ROD") requiring ongoing groundwater pumping and treatment, and removal of DNAPL at and in the vicinity of the District Property as provided in the 1999 Decision Document; and

WHEREAS Washington Gas has engaged in the construction of wells and ongoing groundwater pumping and treatment, and removal of DNAPL at and in the vicinity of the District Property and Adjacent District Property; and

WHEREAS, the District has found that the grant of such access rights to the Company and the maintenance, enforcement, and associated enforcement monitoring ("monitoring") by the District of the Institutional Controls developed by the Company on the terms and conditions stated herein is not incompatible with the public interest; and

WHEREAS, it is intended that the Effective Date hereunder be coterminous with the Entry of the Consent Decree by the Court.

NOW THEREFORE, in consideration of the public benefit to the District, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and the Company hereby agree as follows:

1. Definitions; Effective Date.

(a) Unless otherwise provided in this Agreement, all terms used in this Agreement that are defined in the Consent Decree shall have the same definition set forth in the Consent Decree.

(b) This Agreement shall be effective for all intents and purposes on the date that the Court files an Entry of the Consent Decree (the “**Effective Date.**”)

2. Rights of Access to District Property and Adjacent District Property.

(a) Access over District Property. Commencing on the Effective Date, the District hereby grants to the Company, and its successors and assigns, rights of ingress and egress, to, upon and over the District Property for purposes of implementation of the Consent Decree, the 1999 Decision Document, and the 2006 ROD (the “**District Property Access Rights**”), subject to the terms and conditions contained in this Agreement, solely for the Company Response Activities (hereinafter defined), such District Property Access Rights to extend across, over, through, under, and be confined to the District Property. The District’s grant of the District Property Access Rights to the Company is not an easement, and is granted without any covenant or warranty of title whatsoever. Notwithstanding anything to the contrary contained herein, if, at any time, the Company ceases or completes the Company Response Activities as required by the Consent Decree such that access across any portion of the District Property is no longer necessary in order to implement the Consent Decree, the 1999 Decision Document or the 2006 ROD, then the District Property Access Rights shall automatically terminate.

(b) Access over Adjacent District Property. In the event that the Company in the future requires access to additional District-owned property which is adjacent or contiguous, or otherwise so situated as to be necessary to implement the Consent Decree by virtue of its proximity, to the District Property, which is Adjacent District Property, in order to undertake additional future activities required by the Consent Decree, the 1999 Decision Document or the 2006 ROD then the Company shall first give written notice to the District (the “**Additional Access Notice**”), which Additional Access Notice shall state with particularity the location of the Adjacent District Property over which the Company desires access, the period of time access will be reasonably required in order that the Company conduct its Company Response Activities therein, and the exact Company Response Activities described in the Consent Decree which the Company desires

to undertake therein. If the proposed Company Response Activities described in the Additional Access Notice are reasonably required by the Consent Decree, the 1999 Decision Document or the 2006 ROD, then the District shall grant such access no later than sixty (60) days after the delivery of the Additional Access Notice (the "**Adjacent District Property Access Rights**"). Notwithstanding the above, if the Additional Access Notice requests access to Adjacent District Property over which a third party has rights ("**Third Party Property**"), either by lease, easement, license or otherwise, then the Company shall coordinate with such third party to reasonably accommodate such third party's use of the property, the Company shall give such third party reasonable advance notice of any entry and the intended activities to be conducted on the Third Party Property, and the Company shall take reasonable steps to minimize any adverse impact on such use while the Company is engaged in Company Response Activities on the Third Party Property. The Company shall only exercise Adjacent District Property Access Rights over the Adjacent District Property (which may be Third Party Property), for the period of time described in the applicable Additional Access Notice, in order to undertake the Company Response Activities described in the Additional Access Notice. The District's future grant of the Adjacent District Property Access Rights shall not be considered an easement and shall be granted without any covenant or warranty of title whatsoever. The Adjacent District Property Access Rights shall terminate on the date set forth in the Additional Access Notice. Notwithstanding anything to the contrary contained herein, if, at any time, the Company completes the Company Response Activities as required by the Consent Decree such that access across any portion of the Adjacent District Property is no longer necessary in order to implement the Consent Decree, the 1999 Decision Document or the 2006 ROD, then the Adjacent District Property Access Rights shall automatically terminate. During the period of time that the Adjacent District Property Access Rights are in full force and effect, the portion of the Additional District Property described in the Additional Access Notice shall be considered as "District Property" for purposes of this Agreement. If the Company delivers an Additional Access Notice requesting entry onto Adjacent District Property occupied by the District of Columbia Department of Public Works ("**DPW**"), or Adjacent District Property required for the construction of the new 11th Street Bridge or related construction, or Adjacent District Property leased or licensed to the Eastern Power Boat organization to the north, then the Company shall only exercise Adjacent District Property Access Rights with respect to such properties in such a manner as to not adversely impact the activities of DPW or the construction contractors working on the 11th Street Bridge or related construction, or the Eastern Power Boat organization, except as may be reasonably necessary to comply with the Consent Decree, the 1999 Decision Document or the 2006 ROD.

In the event of an emergency relating to the Company Response Activities requiring immediate action to prevent an imminent and substantial endangerment to health or the environment then, precluding the delivery of the Adjacent Access Notice, the Company shall provide notice to the District as soon as reasonably practicable and shall have immediate access to an appropriate portion of the Adjacent District Property to take mitigating action.

(c) The Company shall arrange for and procure necessary electricity, water or other utility service required for any of the Company Response Activities in the District Property at no cost to the District; further, Company shall pay all taxes, assessments, general, special or otherwise, permitting fees or other expenses which may be charged, assessed, imposed or payable to the extent due to Company's use of the District Property, unless not required pursuant to the Consent Decree.

(d) Company's use and operation of the District Property shall be in compliance with all applicable laws, regulations and permits, subject to the Consent Decree, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C.A. 9601 *et seq.*, and the National Oil Substances Contingency Plan ("NCP"), 40 C.F.R. 300 *et seq.*

(e) This Agreement shall terminate upon the earlier of the following: (i) when no further work is required under the Consent Decree, the 1999 Decision Document or the 2006 ROD, and the applicable governmental authority pursuant to those documents provides written confirmation to the Company that its obligations thereunder are satisfied and complete in full, or (ii) upon the expiration of the term set forth in Section 2(f); provided, however, that the District's obligations to monitor Institutional Controls as described in Section 11 of this Agreement shall survive for such period of time that any instrument that is recorded in the land records of the District of Columbia relating to such monitoring of Institutional Controls remains in full force and effect. Upon the termination of the Company Response Activities, the Company shall permanently close all pump and treat wells that it installs on the District Property in a commercially reasonable manner, at the option of the District.

(f) The Access Rights granted to Company by the District under this Agreement shall have a term of (5) years from and after the Effective Date (the "Initial Term"); provided, however, that upon advance written notice by the Company to the District delivered no less than 180 days prior to the termination of the Initial Term, the Company may elect to extend the term of this Agreement for

an additional period of five (5) years, provided that the Company reasonably demonstrates to the District that such additional five (5) year period is a necessary additional time period in light of the Company Response Activities required under the Consent Decree, the 1999 Decision Document or the 2006 ROD. The Company may seek additional extensions if reasonably necessary to complete its Company Response Activities under the Consent Decree, the 1999 Decision Document or the 2006 ROD. All extensions after the Initial Term are referenced collectively as the "**Extension Term**". Notwithstanding any other term of this Agreement, should the Company elect to extend this Agreement beyond the Initial Term, the District Property Access Rights, and if applicable, the Adjacent District Property Access Rights, shall be modified to afford the Company access to the District Property, and if applicable, the Adjacent District Property, solely for the purposes of maintaining and sampling the pump and treat wells installed by the Company on such property, treatment of groundwater by means of such wells, removal of DNAPL, and other Company Response Activities, if any, pursuant to the Consent Decree, the 1999 Decision Document or the 2006 ROD, and not for any other purpose.

(g) Subject to the requirements of the Consent Decree, the Company shall reasonably coordinate its access, activities and operations in the District Property with those other existing uses in the District Property and the Adjacent District Property and any other adjacent and contiguous property, including, without limitation, the District Department of Public Works, the Army Corps of Engineers, the Eastern Power Boat organization and contractors engaged by the District in the construction of the new 11th Street Bridge, and the Company shall reasonably cooperate with such users to ensure that such the use of the District Property or Adjacent District Property or contiguous property by such other users is not unreasonably restricted or disturbed.

3. Company Response Activities.

(a) In the Consent Decree, or pursuant to the 1999 Decision Document and 2006 ROD, the Company has agreed to perform work in accordance with the Consent Decree and the SOW or the 1999 Decision Document or 2006 ROD in or on the District Property and if applicable the Adjacent District Property (the "**Company Response Activities**"). This Agreement imposes no additional contractual obligation on the Company with respect to the work required by the Consent Decree, the 1999 Decision Document or the 2006 ROD.

(b) The Company may enter the District Property, and if applicable, the Adjacent District Property, for purposes of implementing the soil remediation outlined in the SOW. The soil removed as part of the work at OU-1 and the groundwater removed via the pump and treat system are not commodities requiring reimbursement from the Company.

(c) The Company may enter the District Property, and if applicable the Adjacent District Property, to monitor, repair and test the pump and treat system or associated wells already in place in the District Property, treat groundwater by means of such wells, and remove DNAPL, and may enter the District Property to maintain, sample from, add or remove pump and treat wells or equipment as necessary, in accordance with the RI/FS provided for in the Consent Decree, the 1999 Decision Document, and the 2006 ROD.

(d) The Company may enter the District Property, and if applicable the Adjacent District Property, as necessary to implement its obligations under the 1999 Decision Document, the 2006 ROD or the Consent Decree as further set out in the SOW that is attached thereto, including, installation of any wells, piping or other subsurface or surface structures, as well as the other purposes specified in this Agreement. All references to the District Property herein shall include the Adjacent District Property as to which access has been granted.

(e) The Company shall comply, and shall cause its contractor(s) engaged in any Company Response Activities on the District Property to comply, with the following provisions: (i) the District's agents and employees are authorized, but not obligated, to inspect any Company Response Activities to confirm the compliance with the requirements of this Agreement; (ii) the Company's contractor(s) will look solely to the Company for payment, and shall have no claim or rights to pursue payment owed by the Company or another contractor against the District, its employees, agents, successors or assigns; and (iii) the contractors or the Company shall procure and maintain the insurance policies that are required, and in the manner required, by the Consent Decree.

4. Maintenance of Company Response Activity Equipment and the District Property.

(a) The Company at its sole cost and expense shall maintain and keep in good condition and repair all the equipment which it installs, or has installed, in the District Property to fulfill its obligations to undertake Company Response

Activities under the Consent Decree and the SOW, as well as the 1999 Decision Document and the 2006 ROD.

(b) Upon initial undertaking of the Company Response Activities by the Company, the Company shall: (i) build and install a security fence around the exterior of the District Property, and applicable portions of the Adjacent District Property as approved by the District (including a gate with lock), (ii) take reasonable precautions while Company employees or contractors are on the District Property or Adjacent District Property to ask trespassers observed by the Company or its contractors to leave the property, (iii) put up "No Trespassing" signs on the fence that the Company erects on the District Property or the Adjacent District Property, and (iv) ask third parties the Company observes attempting to dump waste on the District Property, the Adjacent District Property, or on Water Street in the immediate vicinity of the District Property not to do so. If such trespassers decline to refrain from dumping, the Company will notify the District, and the Company shall provide the District with any readily available information in its possession related to the trespassers. After completion of soil removal and replacement work required as part of the Company Response Activities, the Company shall landscape the District Property, and if applicable the Adjacent District Property, as required in the SOW, or by any amendment to the SOW entered into by the parties to the SOW (e.g., an amendment providing for sod if desired by the District).

(c) After the preparation of Institutional Controls for OU-1 as defined and required in the Consent Decree, the District shall be responsible for monitoring and enforcing all Institutional Controls, including but not limited to compliance with all recorded covenants. When present on the District Property or Adjacent District Property, the Company shall take reasonable measures to conduct its activities in a manner reasonably consistent with the good order, repair and a safe condition of such properties, and take reasonable measures to prevent dumping on the District property specified above at Section 4(b), and reasonable measures to prevent any damage to any wells or equipment installed or brought onto the District Property by the Company, or other trespassing or other activities on the District Property that would have a detrimental impact on the work done by the Company for OU-1, as specified above at Section 4(b). The District shall take reasonable measures to maintain the District Property, and if applicable the Adjacent District Property, by keeping it in good order, repair and in a safe condition, and take reasonable measures to prevent dumping on the District Property, and if applicable the Adjacent District Property, shall prevent any damage to any wells or equipment installed or brought on to such property by the

Company, and shall use efforts to prevent trespassing or other activities on the District Property, and if applicable the Adjacent District Property, which would have a detrimental impact on the work done by the Company for OU-1, the RI/FS, the 1999 Decision Document or the 2006 ROD. The District shall monitor and enforce all Institutional Controls, including all recorded covenants related thereto, developed by the Company or imposed by the United States or the District for the District Property or if applicable, Adjacent District Property, pursuant to the Consent Decree. In consideration of the maintenance duties to be performed by the District hereunder, the Company shall pay to the District, on an annual basis and no later than thirty (30) days after submission of a requisition by the District to the Company therefor, an annual fee (the "**Annual Maintenance Fee**") to recompense the District for its annual calendar internal and out-of-pocket costs related to the performance by the District of its maintenance responsibilities pursuant to this Section 4(c). Each such requisition by the District shall include invoices related to its out-of-pocket costs, together with an internal accounting of all work done by District agencies and employees related to the maintenance with time and materials charged at equivalent market rates for such internal costs, relating to the prior calendar year. In addition, the Company shall pay the District's reasonable costs of enforcing the Institutional Controls (not including maintenance) in accordance with payment provisions for the District Future Costs under the Consent Decree.

5. Prior Access to District Property. The District recognizes, has approved, and hereby approves the prior entry, through the Effective Date of this Agreement, onto District Property or, as applicable, Adjacent District Property by the Company to conduct studies and implement removal or remedial action relating the "Site", as such term is defined in the Consent Decree

6. Interference with Use. The District shall use and operate the District Property and as applicable, the Adjacent District Property (subject to the rights of third party users of any Third Party Property) so that there is no unreasonable interference with the Company Response Activities in the District Property, or as applicable, the Adjacent District Property. The Company shall use and operate the District Property, and as applicable, the Adjacent District Property, so that there is no unreasonable interference with the District's maintenance responsibilities of the District Property, or as applicable, the Adjacent District Property (and the rights of any third party users of Third Party Property), pursuant to this Agreement, or the District's use and operation of the District Property, or as applicable, the adjacent District Property.

7. Security. The Company shall provide any barricades, fences, signs, lanterns and other suitable devices as deemed necessary by OSHA for employee and public safety with respect to the Company Response Activities on the District Property, including the security fence described in Section 4(b) above. The Company shall also reasonably take the security measures that Section 4(b) above requires the Company to undertake at the District Property, and if applicable the Adjacent District Property, when Company employees or contractors are present on the District Property or, if applicable, the Adjacent District Property. In the conduct of work undertaken on the District Property, or as applicable the Adjacent District Property, for which access is granted pursuant to this Agreement, the Company shall exercise all reasonable and customary safety precautions and shall maintain all work areas on the District Property and the Adjacent District Property in a reasonably clean and presentable manner.

8. Indemnification. With respect to all activities permitted under this Agreement, or performed by the Company pursuant to this Agreement, the Company shall at all times indemnify District and its officials or their duly authorized representatives, as follows:

(a) The Company shall indemnify and hold harmless the District, its officials, officers, employees, and agents from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property to the extent caused by the Company occurring in connection with, or in any way arising out of the use, occupancy, and performance of the Company Response Activities or any other activities of the Company on the District Property.

(b) The Company shall indemnify and hold harmless the District, its officials, officers, employees, and agents from all liabilities, remedial costs, environmental claims, fees, or other expense to the extent related to, arising from, or attributable to, any waste materials, as defined by the Consent Decree, newly introduced by the Company in connection with its Company Response Activities on the District Property.

(c) The Company expressly indemnifies and shall defend the District against any claims by the Company's agents who perform any activity on the District Property, to the extent not caused by the negligence, gross negligence or willful misconduct of the District. This Agreement shall not be construed as

granting the Company or any agent of the Company the right to place any lien, mechanic's lien, or any charge on the District Property.

(d) If any action or proceeding as described in this Section 8 is brought against the District, its officials, officers, or employees, upon written notice from the District to the Company, the Company shall, at its sole expense, resist or defend such action or proceeding by counsel approved in writing by the Office of the Attorney General for the District of Columbia ("OAG"); *provided, however*, that such approval shall not to be unreasonably denied or delayed. In the event the OAG takes any legal action required to defend the District against such action and the Company declines, after reasonable, timely advance notice by the District, to provide a defense with counsel reasonably acceptable to the District, the Company shall promptly reimburse the District for all liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages, disbursements or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred by the District in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against the District or any of them in connection with or arising from or out of this Agreement to the extent caused by the Company pursuant to Section 8(a) and 8(b), or arising under Section 8(c). Attorneys' fees incurred by OAG shall be calculated based on the then applicable hourly rates established in the most current *Laffey* matrix prepared by the Civil Division of the United States Attorney's Office for the District of Columbia and the number of hours employees in the OAG reasonably prepared for or participated in such action or proceeding.

9. Insurance.

(a) The Company shall comply with the insurance requirements set forth in Paragraph 56 of the Consent Decree.

(b) The Company is solely responsible for any loss or damage to its personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment, unless caused by the District.

10. Liability. Without prejudice to any other rights the District may have, the Company is responsible, in accordance with applicable laws, for the acts and omissions of its agents that cause injuries to persons or damages to the District Property, including any claims arising from such injuries or damages, caused by or

arising from the activities permitted under this Agreement, provided that installation of piping and wells and other structures, and work, required by the Consent Decree, the 1999 Decision Document or the 2006 ROD shall not constitute such damages. The District and the Company shall have no liability for the actions, omissions, or negligence of one another or their agents. The grant of the District Property Access Rights and the Adjacent District Property Access Rights under this Agreement shall not impose upon the District any new or additional duty or liability or enlarge any existing duty or liability of the District, except as provided in this Agreement.

11. Operations and Maintenance. Pursuant to the terms of the Consent Decree, the Company is responsible to create and enforce Institutional Controls and perform certain operations and maintenance activities at the District Property. Notwithstanding the terms of the Consent Decree, the District hereby agrees to perform certain obligations listed in paragraphs a, b, and c below. The District agrees to:

- (a) Maintain the soil and vegetative cap, installed by the Company pursuant to the OU1 remedial action conducted under the Consent Decree;
- (b) Monitor and enforce Institutional Controls established as part of the remedial action of Operable Unit 1 (OU1) under the Consent Decree and the District's Uniform Environmental Covenants Act D.C. Official Code § 8-671.01, *et seq.* (2009);
- (c) Monitor and enforce Institutional Controls established as part of any remedial action under Operable Unit 2 (OU2) under the Consent Decree, and the District's Uniform Environmental Covenants Act D.C. Official Code § 8-671.01, *et seq.* (2009);

The District's obligation to perform the activities described in this Section 11 applies only to the District Property, or if applicable to the Adjacent District Property. The District's obligations to perform the activities described in Sections 11(b) and 11(c) of this Agreement commence upon such time as Institutional Controls are established pursuant to the Consent Decree and the District's Uniform Environmental Covenants Act, D.C. Official Code § 8-671.01, *et seq.* (2009) as referenced therein.

12. Miscellaneous.

a. All notices, requests or demands to a party hereunder shall be in writing and shall be effective: (a) when received by overnight courier service or facsimile telecommunication (provided that a copy of such notice, request or demand is deposited into the United States mail within one (1) business day of the facsimile transmission), or (b) three (3) days after being deposited into the United States mail (sent certified or registered, return receipt requested) addressed as follows (or to such other address as either party may designate in writing to the other party in accordance with this Section):

To the District:

Office of the Deputy Mayor for Planning and Economic
Development
1350 Pennsylvania Avenue, N.W., Suite 317
Washington, D.C. 20004
Attn: Deputy Mayor for Planning and Economic Development
Telephone No.: 202-727-6365

With a copy to:

District of Columbia Department of the Environment
1200 1st Street NE, 5th Floor
Washington, D.C. 20002
Attn: Director
Telephone No.: 202-535-2600

With a copy to:

District of Columbia Department of General Services
2000 14th Street NW, 8th Floor
Washington, D.C. 20009
Attn: Director
Telephone No.: 202-727-2800

With a copy to:

D.C. Office of the Attorney General
1100 15th Street, N.W., Suite 800
Washington, D.C. 20005
Attn: Deputy Attorney General, Commercial Division
Telephone No.: 202-727-3400

To the Company:

Adrian Chapman
President
Washington Gas Light Company
101 Constitution Ave. NW
Washington, D.C 20080

With a copy to General Counsel at same address:

And
a copy to
Mary Jean Brady, Manager- Environment and Safety
Washington Gas Light Company
6801 Industrial Road
Springfield, VA 20080
Telephone: 703-750-5558

b. This Agreement may be executed in multiple counterparts each of which shall constitute an original and all of which together shall constitute one and the same instrument.

c. This Agreement shall be governed by the laws of the District of Columbia without reference to choice of laws principles thereof. The parties hereto accept the jurisdiction of the Superior Court of the District of Columbia as the court of competent jurisdiction to resolve matters under this Agreement.

d. The parties agree that the terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, their respective heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, in no event shall the Company or the District assign, transfer, sell or otherwise attempt to convey or encumber its rights under this Agreement, without the prior written consent of one another.

e. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

f. The parties hereto shall at any time and from time to time after the execution of this Agreement, upon request of any party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts and assurances as reasonably may be required in the mutual determination of the respective legal counsels for the parties for the better performance of all obligations under this Agreement.

g. In the event that one or more of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable, each such provision shall be deemed severable and the remaining provisions of this Agreement shall continue in full force and effect.

h. In no event shall any officer, director, employee, agent, shareholder, partner, member, affiliate or beneficiary of either party be personally liable for any of such party's obligations hereunder.

i. By executing this Agreement, each of the parties represents that: (i) it is authorized to enter into, execute and deliver this Agreement and to perform its obligations hereunder; (ii) this Agreement is effective and enforceable against such party in accordance with its terms; (iii) the person signing on such party's behalf is duly authorized to execute this Agreement; and (iv) no other signatures or

approvals are necessary in order to make all of the representations of such party contained in this paragraph true and correct.

j. This Agreement, including references to the Exhibits attached hereto, constitute the entire agreement between the parties regarding the subject matter hereof, and there are no agreements or representations between the parties except as expressed herein.

l. The provisions of Section 10 of this Agreement shall survive the expiration or earlier termination of this Agreement for a period of three (3) years after the expiration or earlier termination date. Section 9 shall apply in accordance with the Consent Decree.

m. If either party shall fail to comply with the terms and conditions contained herein, the non-defaulting may seek specific performance of such term and conditions and any direct damages resulting from breach thereof, in addition to any other rights or remedies available to the non-defaulting party at law or in equity, but in no event may either the District or the Company seek punitive or consequential damages that may arise as a result of a failure to comply with the terms and conditions of this Agreement.

n. The obligations of the Company to fulfill financial obligations, if any, pursuant to this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein (to which the Company is a party), are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2004) (the "**Federal ADA**"), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.) (the "**D.C. ADA**"); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001) (collectively, (i), (ii), and (iii) as amended from time to time, the "**Anti-Deficiency Acts**"). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the Company in anticipation of an appropriation by Congress for such purpose, and the Company's legal liability for the payment of any charges under this Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.


o. The Parties hereto agree that their mutual respective obligations herein constitute full and sufficient consideration for such obligations.

p. This Agreement shall be null and void if the Consent Decree is not entered by the Court.

[Signature pages follow]

IN WITNESS WHEREOF, the Company, acting through the General Manager, has caused this Agreement to be executed the day and year written first above.

WASHINGTON GAS LIGHT COMPANY, a District of Columbia and Virginia corporation

By: 

Name: TERRY D. M-CALLISTER

Title: CHAIRMAN of the BOARD

IN WITNESS WHEREOF, the District, acting by and through the City Administrator, has caused this Agreement to be executed the day and year written first above.

DISTRICT OF COLUMBIA,

By and through the Office of the City Administrator, pursuant to
Delegation of Authority contained in Mayor's Order
No. 88-16.

By: 

Name: Allen Lew

Title: City Administrator

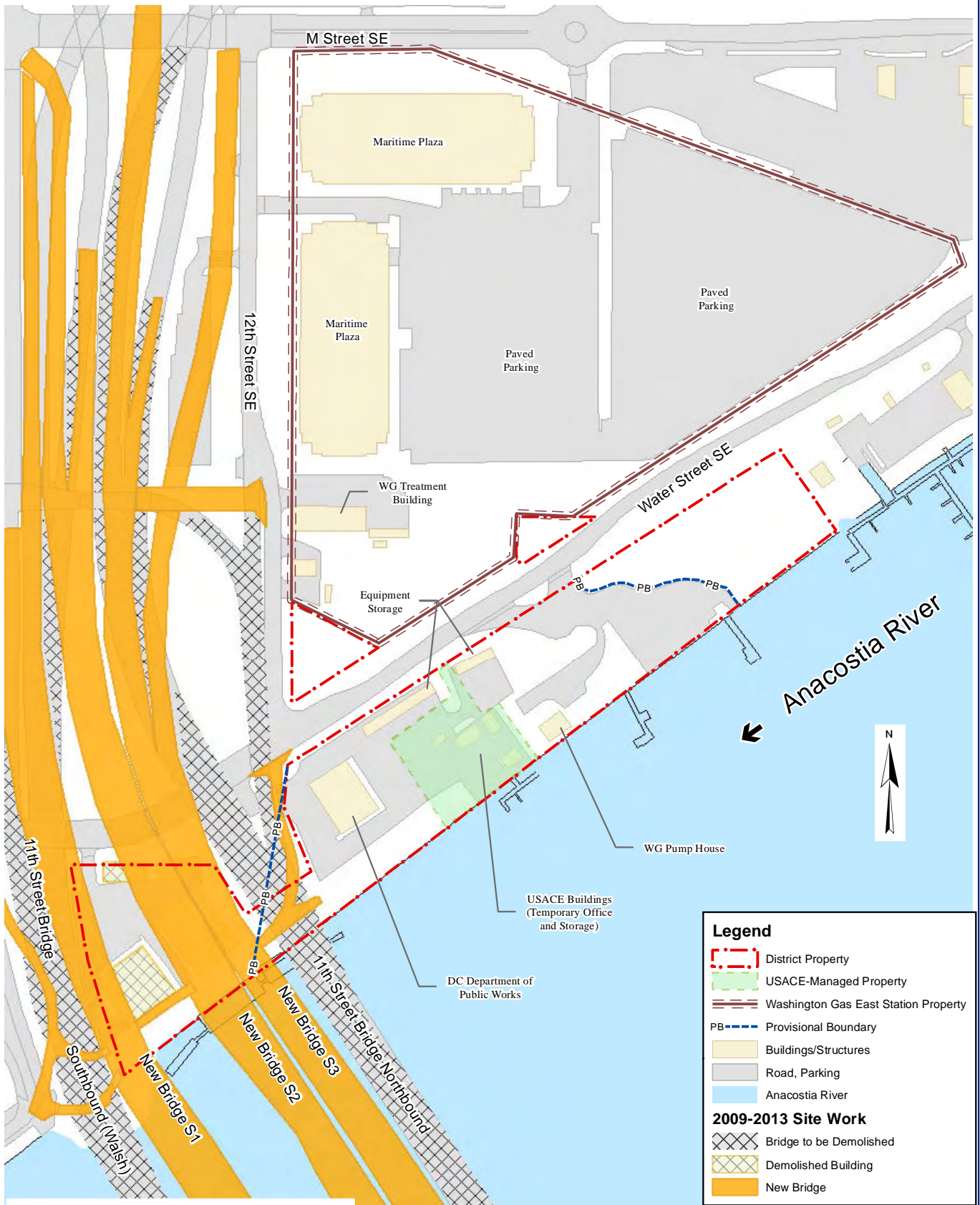
Approved for Legal Sufficiency:
D.C. Office of the Attorney General

Date: December 1, 2011

By: Mach E. White
Assistant Attorney General

Exhibit A

Attached Plat of District Property



Sources: DC GIS, 2010: NPS AnacostiaNshore.shp.
US Army Corps of Engineers (U.S. ACE). 2006 NPS "Record of Decision" page 7. Skanska, 2010 "Work In Progress" drawing.

60 30 0 60 120
Feet

Datum: 1983 SPCS Maryland, Meters

Figure 1. Site Map
Washington Gas - East Station CERCLA Site
Washington, D.C.



100 State Street, Suite 600
Montpelier, VT 05602

Drawn by: RTK	Date: 05/12/11
Chk'd by: GPN	Date: 05/19/11
Scale: As Shown	Project: 3-0700-9

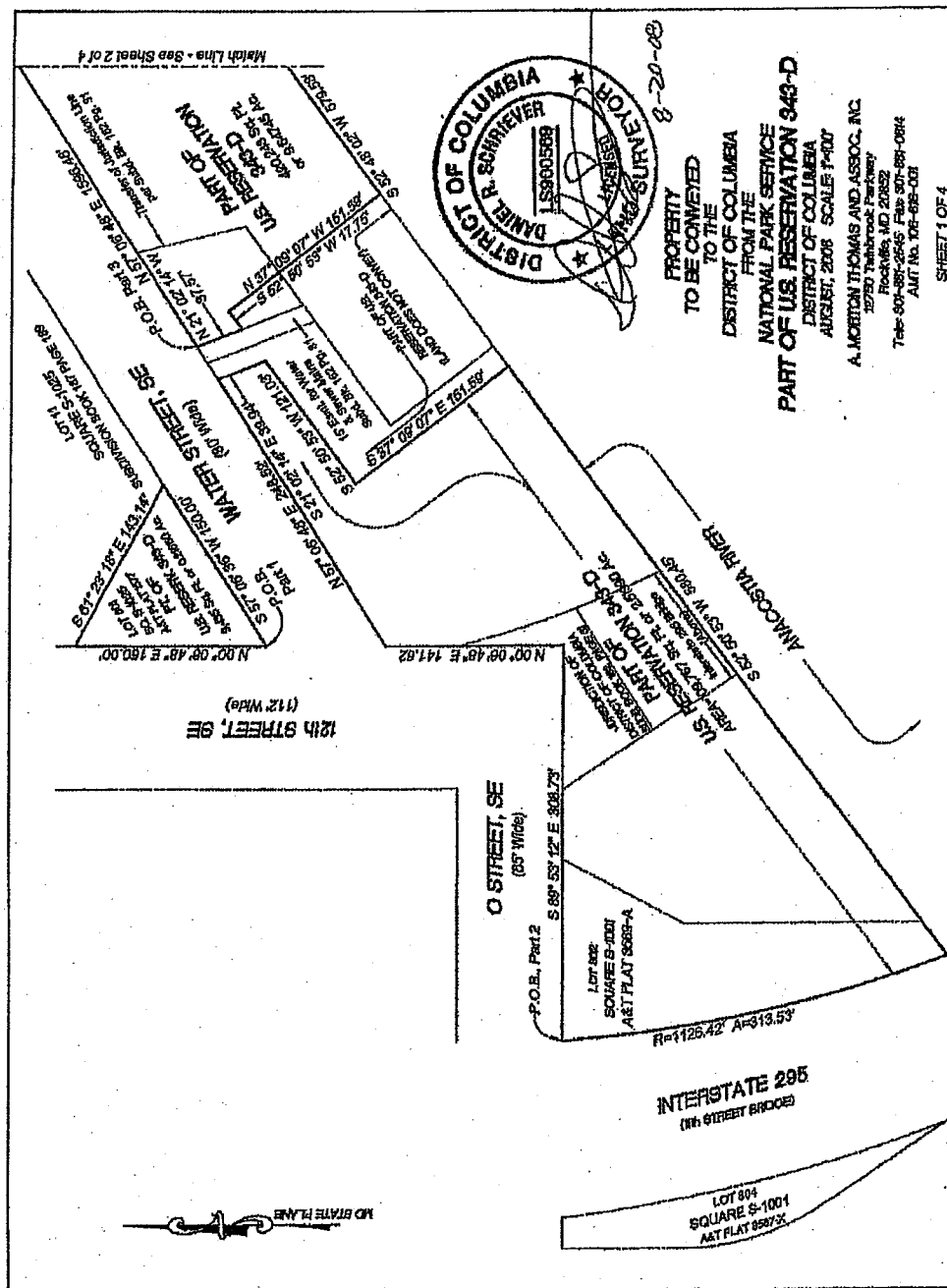
Exhibit B

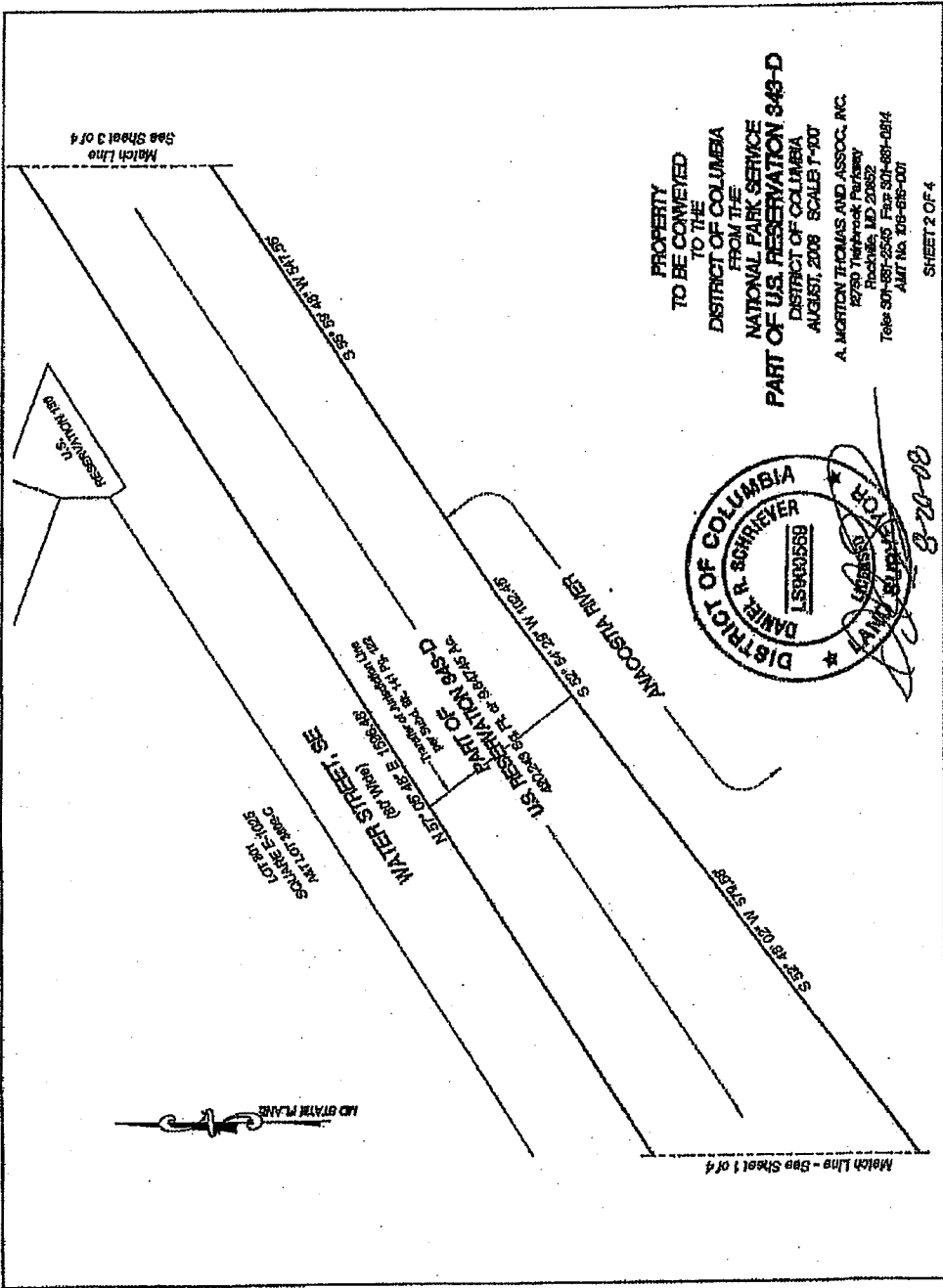
Attached Consent Decree and Statement of Work

Exhibit C

Attached Sheets 1, 2 and 3 of Plats prepared by Daniel R. Schiever, dated
August 20, 2008

LESS AND EXCEPT: All that property described as "District Property" on
the Plat attached to this Agreement as **Exhibit A**





PROPERTY
TO BE CONVEYED
TO THE
DISTRICT OF COLUMBIA
FROM THE
NATIONAL PARK SERVICE
PART OF U.S. RESERVATION 843-D
DISTRICT OF COLUMBIA
AUGUST, 2008 SCALE 1"=50'
A. MORTON THOMAS AND ASSOC., INC.
12750 Thomas Parkway
Rockville, MD 20850
Tele: 301-487-8500 Fax: 301-487-0814
AMT No. 218-616-001

