

**EASEMENT AGREEMENT FOR
PUBLIC ACCESS**

THIS EASEMENT AGREEMENT (this "Agreement") is made as of this 2 day of July, 2024, (the "Effective Date") by **ROMAN CATHOLIC ARCHBISHOP OF WASHINGTON**, a District of Columbia non-profit corporation (hereinafter "**Owner**"), and **801 BUCHANAN INVESTMENT PARTNERS, LLC**, a District of Columbia limited liability company (hereinafter, "**Developer**"; Owner and Developer, collectively, are "**Grantor**") for the benefit of the **DISTRICT OF COLUMBIA**, a municipal corporation (the "**District**") (Grantor and District, collectively, are "**Parties**").

WITNESSETH:

WHEREAS, Owner is the owner in fee simple of certain real property located in the District of Columbia known as Lot 831 in Square 3894, as said property is more particularly described and shown on **Exhibit A** (the "**Property**");

WHEREAS, the Property is the subject of Board of Zoning Adjustment Order No. 20751 (the "**Order**"), which approved the redevelopment of the Property with a residential community consisting of 80 townhomes (the "**Project**");

WHEREAS, in connection with the construction of the Project, Grantor desires to establish two non-exclusive easements for pedestrian, bicycle, vehicle and/or micro mobility, ingress, egress and access on, over, and across portion of the Property (the "**Access Easements**"), which will be improved by Grantor as two north-south private streets, extending from Buchanan Street to the southern boundary of the Property;

WHEREAS, a Heritage Tree is located within the Access Easement to the west, as described below;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual agreements contained herein and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the Grantor, intending to be legally bound, hereby agrees and declares as follows:

1. Recitals. The recitals set forth above are hereby incorporated in this Agreement as substantive provisions hereof.

2. Access Easement A (West). Grantor does hereby establish, grant and convey a non-exclusive easement across and through the area identified as Access Easement A on the attached **Exhibit B**, and which is more particularly described in **Exhibit B-1** ("**Access Easement A**"). Said easement is solely for the purposes of providing, for the benefit of the general public, ingress, egress, and access for pedestrian, bicycle, vehicle and/or micro mobility and will not be encumbered by gates, fences, or other devices that preclude access to or from Buchanan Street, NE, or the adjacent property

to the south.

3. Access Easement B (East). Grantor does hereby establish, grant and convey a non-exclusive easement across and through the area identified as Access Easement B on the attached Exhibit B, and which is more particularly described in Exhibit B-2 ("Access Easement B"). Said easement is solely for the purposes of providing, for the benefit of the general public, ingress, egress, and access for pedestrian, bicycle, vehicle and/or micro mobility and will not be encumbered by gates, fences, or other devices that preclude access to or from Buchanan Street, NE, or the adjacent property to the south.

4. Design of Private Streets; Protection of Heritage Tree; Enforcement. The Access Easements shall be improved as private streets as depicted in the attached as Exhibit C, except that Access Easement A will be improved with the interim street configuration depicted in Exhibit D, in order to preserve the existing heritage tree within the easement area. The Heritage Tree may be inspected by the District's Ward 5 Arborist on an annual basis. Once the Ward 5 Arborist determines that the Heritage Tree is a hazardous tree and should be removed, the Grantor shall remove the tree, and within one year of removing the tree, reconfigure the private street to the final design depicted in Exhibit C. If the Grantor fails to do so within the one year period, the land for Access Easement A shall be conveyed to the District in fee simple, and the District shall have the right to improve and maintain the land as a public street.

5. Reservation of Rights. Notwithstanding anything to the contrary in this Agreement, Grantor hereby reserves the right to use, and to permit others to use, any portion of the Access Easements to the extent that any such use or occupancy is not inconsistent with the exercise of the general public's rights granted in this Agreement. Grantor's reserved rights shall include, but are not limited to, the right to install appropriate streetscape improvements consistent with treatment of a typical sidewalk and adjacent streetscape within a public right of way, which may include such items as landscaping, bollards, bike racks, light posts, street furniture, stoops, and projections and encroachments and Grantor shall have design flexibility within such areas. Grantor further reserves the right to utilize the Access Easements in calculating the zoning land area of the Property for purposes of determining the maximum floor-area-ratio and gross floor area limits for the Project.

6. Restrictions on Use. The Grantor, or any successor or assigns thereto, shall have the right, from time to time, to post and enforce rules of use for the Access Easements as may be reasonably necessary to ensure the continued availability of use of the Access Easements for ingress, egress and access as contemplated by this Agreement.

7. Maintenance of Access Easements; Signage and Notice Regarding Same. Grantor hereby covenants and agrees, for itself and its successors and assigns, that it (or its successors and assigns) will maintain the Access Easements (including all paving, plantings, trees, sidewalks, benches, and lighting installed by Grantor within the Access Easements), including the removal of snow therefrom, so as to allow for the continued use of the Access Easements for ingress, egress and access as contemplated by this Agreement. Grantor will at all times post the Access Easements with signage stating that the responsibility for maintenance of the Access Easements rests with the Grantor and, Grantor agrees to provide a draft of the aforesaid signage to DDOT for review and approval, which consent shall not be unreasonably withheld. Grantor, its successors and assigns, agree to provide notice

of the easement obligations to all prospective buyers of properties subject to this Agreement.

8. Construction and Maintenance on Site. Notwithstanding anything in this Agreement, during such periods when construction, repair, or maintenance is being performed with respect to or in the Access Easements, or on portions of the Property adjacent to the Access Easements, including but not limited to potential work relating to the installation, replacement, removal, or maintenance of utilities, access to and use of the Access Easements or portions thereof may be temporarily restricted by Grantor.

9. Duration of Easement. The easement, rights, privileges and agreements shall run in perpetuity. In the event that the Project is not constructed in accordance with the plan approved under the Order within five (5) years from the Effective Date, then the easement, rights, privileges and agreements set forth herein shall be automatically extinguished. Any modification or amendment to this Easement Agreement must be in writing and requires the written consent of the District through the District Department of Transportation, which consent shall not be unreasonably withheld.

10. Binding Effect. The terms and conditions of this Agreement shall run with the land and be binding upon and inuring to the benefit of the respective parties, and their successors, assigns with respect to the Property. The Property will be leased, mortgaged, encumbered, rendered, used, held, sold, occupied, imposed and conveyed subject to the provisions of this Agreement. Any modification or amendment to this Agreement must be in writing and requires the written consent of the District through DDOT.

11. Recordation. This Agreement shall be recorded in the Land Records of the District of Columbia.

12. No Merger. The rights and obligations hereby established in this Agreement will not be subject to principles of merger.

13. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. If any provisions or portions hereof or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder or the applications of such provisions or portions thereof to any other person or circumstances shall not be affected thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Miscellaneous. As used in the Agreement, the singular shall include the plural, the plural shall include the singular and words of any gender shall include the other genders as context may require. Any headings contained herein are for the convenience of the Parties only and shall not be interpreted to impart any additional meaning to the text. This document may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

15. Indemnification. The Grantor shall indemnify and save harmless the District, against any and all claims or liability from whatever source whatsoever, arising from, based on or, as a result of any negligence or willful misconduct of the Grantor, or its agent their agents, in designing, constructing, paving, maintaining, installing or repairing said Access Easements.

16. Anti-Deficiency. The obligations of the District to fulfill financial obligations pursuant to this Easement are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 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 (i) and (ii) collectively, as amended from time to time, the "Anti-Deficiency Acts"); and (iii) § 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Easement shall create an obligation of the District in anticipation of an appropriation by Congress for such purpose, and the District's legal liability for the payment of any fee or any other amounts under this Easement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

[Signature pages following]

IN WITNESS WHEREOF, ROMAN CATHOLIC ARCHBISHOP OF WASHINGTON, a District of Columbia non-profit corporation, has caused this Agreement, to be executed by the Most Reverend Juan Esposito, the authorized signatory for ROMAN CATHOLIC ARCHBISHOP OF WASHINGTON; and ROMAN CATHOLIC ARCHBISHOP OF WASHINGTON has appointed MOST REVEREND JUAN ESPOSITO as its attorney-in-fact for purposes of executing, acknowledging, and delivering this Easement Agreement for and on behalf of ROMAN CATHOLIC ARCHBISHOP OF WASHINGTON, as of the day and year written below.

**ROMAN CATHOLIC ARCHBISHOP
OF WASHINGTON**

+ Juan Esposito
Signature

Most Reverend Juan Esposito
Printed Name

Vicar General and Moderator of the Curia
Title

ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA)

) SS:

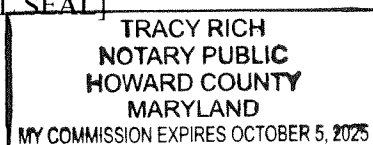
BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Most Reverend Juan Esposito personally well known (or satisfactorily proven by the oath of credible witnesses) to me to be the individual who executed the foregoing Agreement on behalf of ~~CATHOLIC CHARITIES OF THE ARCHDIOCESE OF WASHINGTON, INC.~~, and who acknowledged the same to be its free act and deed for the uses and purposes therein contained. ROMAN CATHOLIC ARCHBISHOP OF WASHINGTON

GIVEN under my hand and seal this 22 day of May, 2024

Tracy Rich
Notary Public

My commission expires: October 5, 2025

[NOTARIAL SEAL]



IN WITNESS WHEREOF, 801 BUCHANAN INVESTMENT PARTNERS, LLC, a District of Columbia limited liability company, has caused this Agreement, to be executed by William J. Collins, the authorized signatory for 801 BUCHANAN INVESTMENT PARTNERS, LLC; and 801 BUCHANAN INVESTMENT PARTNERS, LLC has appointed William J. Collins as its attorney-in-fact for purposes of executing, acknowledging, and delivering this Easement Agreement for and on behalf of 801 BUCHANAN INVESTMENT PARTNERS, LLC, as of the day and year written below.

**801 BUCHANAN INVESTMENT PARTNERS,
LLC**


Signature

William J. Collins

Printed Name

Manager

Title

ACKNOWLEDGEMENT

State of Maryland
~~DISTRICT OF COLUMBIA~~
County of Montgomery

)

) SS:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date William J. Collins personally well known (or satisfactorily proven by the oath of credible witnesses) to me to be the individual who executed the foregoing Agreement on behalf of 801 BUCHANAN INVESTMENT PARTNERS, LLC, and who acknowledged the same to be its free act and deed for the uses and purposes therein contained.

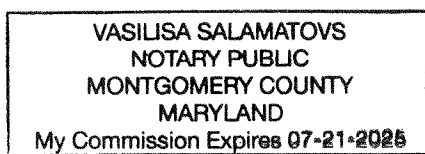
GIVEN under my hand and seal this 2nd day of April, 2024

Bellum - Vasilisa Salamatoys

Notary Public

My commission expires: 07-21-2025

[NOTARIAL SEAL]



The District Department of Transportation joins in this Agreement for the sole purpose of consenting to the form of this easement agreement.

DISTRICT DEPARTMENT OF
TRANSPORTATION


Name: Sharon Kershbaum
Title: Director

Date: 7/2/2024

List of Exhibits

<u>Exhibit A</u>	Legal Description of Property
<u>Exhibit B</u>	Sketch of Easement Areas
<u>Exhibit B-1</u>	Legal Description of Access Easement A
<u>Exhibit B-2</u>	Legal Description of Access Easement B
<u>Exhibit C</u>	Design of Private Streets
<u>Exhibit D</u>	Interim Configuration of Private Street for Access Easement A

EXHIBIT A

LEGAL DESCRIPTION FOR LOT 831, SQUARE 3894

All that certain lot or parcel of land situate, lying and being in the District of Columbia, and being more particularly described as follows:

Being a portion of Lot 22 in Square 3894, as recorded in Subdivision Book 221 at Page 138 among the Records of the Office of the Surveyor of the District of Columbia, being more particularly described as follows:

Beginning for the same at a point marking the northwesterly corner of the aforesaid Lot 22 in Square 3894, said point also lying on the southerly line of Buchanan Street, N.E. (60 foot wide public street); thence leaving said corner and running with a portion of the common line of said Lot 22 in Square 3894 and Buchanan Street, N.E.

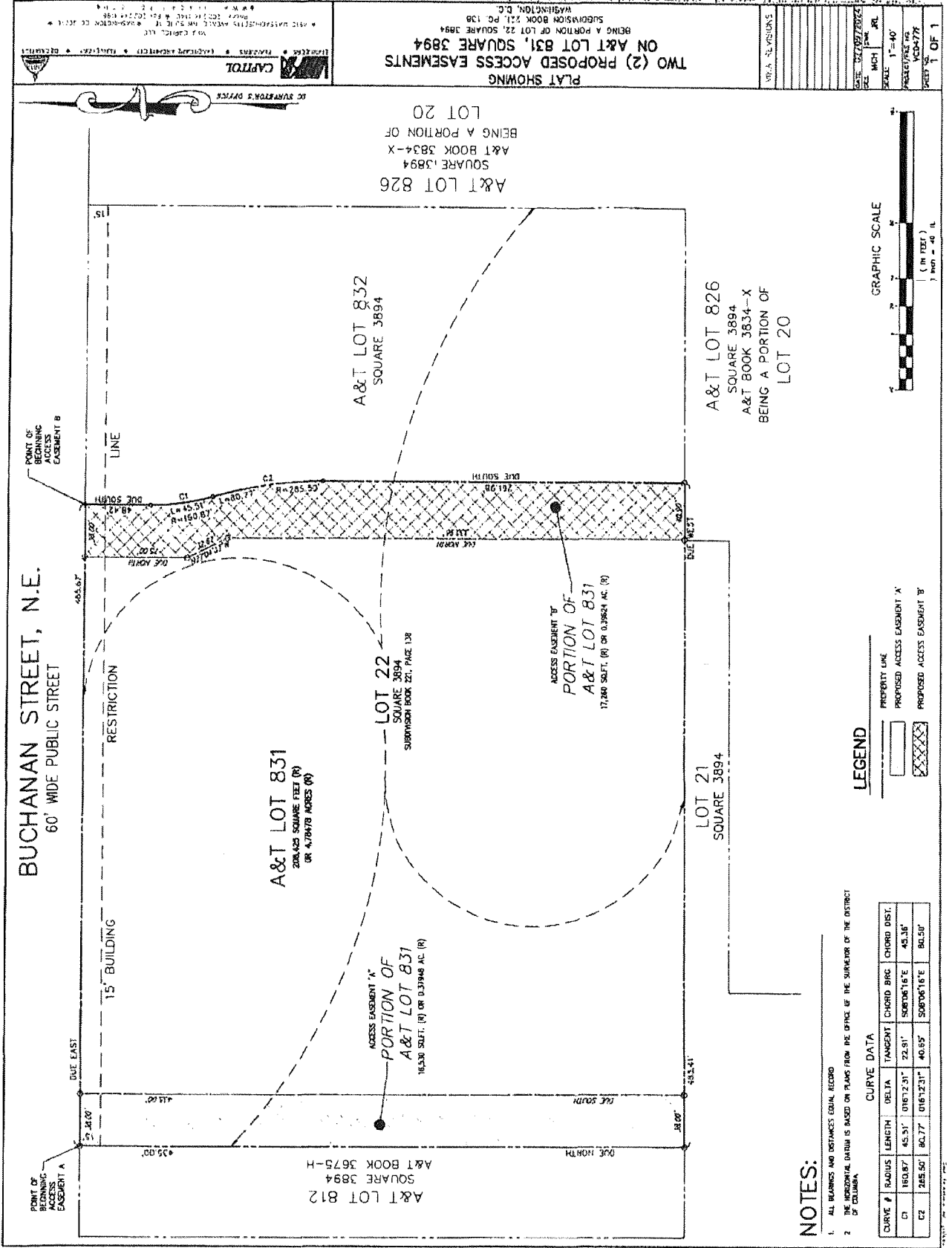
1. Due East, 465.67 feet (record) to a point; thence leaving the aforesaid common line of Lot 22 in Square 3894 and Buchanan Street, N.E. and running so as to cross and include a portion of said Lot 22 in Square 3894 the following four (4) courses and distances
2. Due South, 48.42 feet (record) to a point; thence
3. 45.51 feet (record) along the arc of a tangent curve to the left having a radius of 160.87 feet (record) with a chord bearing and distance of South 08°06'16" East, 45.36 feet (record) to a point; thence
4. 80.77 feet (record) along the arc of a reverse curve to the right having a radius of 285.50 feet (record) with a chord bearing and distance of South 08°06'16" East, 80.50 feet (record) to a point; thence
5. Due South, 261.98 feet (record) to a point lying on the southerly line of the aforesaid Lot 22 in Square 3894; thence running with a portion of said southerly line of Lot 22 in Square 3894
6. Due West, 483.41 feet (record) to a point marking the southwesterly corner of the aforesaid Lot 22 in Square 3894, said point also marking the southeasterly corner of Assessment and Taxation Lot 812 in Square 3894, as filed in Assessment and Taxation Book 3675-H among the aforesaid Records; thence leaving the aforesaid southerly line of Lot 22 in Square 3894 and running with the common line of said Lot 22 and Assessment and Taxation Lot 812 in Square 3894
7. Due North, 435.00 feet (record) to the point of beginning, containing 208,425 square feet (record) or 4.78478 acres (record).

Being now known for purposes of assessment and taxation as Lot 831 in Square 3894.

EXHIBIT B

Sketch of Easement Areas

[See Attached]



CAPTOL
 WASHINGTON, D.C.
 SUBMISSION BOOK 221, PAGE 138
 BEING A PORTION OF LOT 22, SQUARE 3894
 ON A&T LOT 831, SQUARE 3894
 TWO (2) PROPOSED ACCESS EASEMENTS
 PLAT SHOWING

DATE: 02/09/2024
 SCALE: 1"=40'
 PROJECT: VCD-177
 SHEET: 1 OF 1

A&T LOT 826
 SQUARE 3894
 A&T BOOK 3834-X
 BEING A PORTION OF
 LOT 20

LOT 21
 SQUARE 3894

LOT 22
 SQUARE 3894
 SUBMISSION BOOK 221, PAGE 138

A&T LOT 831
 208,425 SQUARE FEET (R)
 OR 4.76478 ACRES (R)

A&T LOT 832
 SQUARE 3894

BUCHANAN STREET, N.E.
 60' WIDE PUBLIC STREET

LEGEND

- PROPERTY LINE
- PROPOSED ACCESS EASEMENT "A"
- PROPOSED ACCESS EASEMENT "B"

CURVE DATA

CURVE #	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEG.	CHORD END	CHORD DIST.
C1	180.87'	45.31'	016°12'31"	22.91'	S09D06°16'E	S09D06°16'E	45.36'
C2	245.50'	80.77'	016°12'31"	40.65'	S09D06°16'E	S09D06°16'E	80.50'

NOTES:

- ALL BEARINGS AND DISTANCES EQUAL RECORD
- THE HORIZONTAL DATUM IS BASED ON PLANS FROM THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA.

EXHIBIT B-1

Legal Description of
Access Easement A

[See Attached]

02/09/2024

**EASEMENT A / DESCRIPTION OF
A PORTION OF ASSESSMENT AND TAXATION LOT 831 IN SQUARE 3894
WASHINGTON, D.C.**

Being a portion of Assessment & Taxation Lot 831 in Square 3894, said portion also being a portion of Lot 22 in Square 3894, as recorded in Subdivision Book 221 at Page 138 among the Records of the Office of the Survey or of the District of Columbia, and being more particularly described as follows:

Access Easement A:

Beginning for the same at a point marking the northwesterly corner of aforesaid Assessment and Taxation Lot 831 in Square 3894, said point also marking the northwesterly corner of the aforesaid Lot 22 in Square 3894, said point also lying on the southerly line of Buchanan Street, N.E. (60 foot wide public street); thence leaving said northwesterly corner and running with a portion of the common line of said Assessment and Taxation Lot 831 in Square 3894 and Buchanan Street, N.E.

1. Due East, 38.00 feet (record) to a point; thence leaving the aforesaid common line of Assessment and Taxation Lot 831 in Square 3894 and Buchanan Street, N.E. and running so as to cross and include a portion of said Assessment and Taxation Lot 831 in Square 3894
2. Due South, 435.00 feet (record) to a point lying on the southerly line of the aforesaid Assessment and Taxation 831 in Square 3894; thence running with a portion of said southerly line of aforesaid Assessment and Taxation Lot 831 in Square 3894
3. Due West, 38.00 feet (record) to a point marking the southwesterly corner of the aforesaid Assessment and Taxation Lot 831 in Square 3894; thence leaving the aforesaid southerly line of Assessment and Taxation Lot 831 in Square 3894 and running with the westerly line of said Assessment and Taxation Lot 831 in Square 3894
4. Due North, 435.00 feet (record) to the point of beginning, containing 16,530 square feet (record) or 0.37948 acres (record).



EXHIBIT B-2

Legal Description of
Access Easement B

[See Attached]

**EASEMENT B / DESCRIPTION OF
A PORTION OF ASSESSMENT AND TAXATION LOT 831 IN SQUARE 3894
WASHINGTON, D.C.**

Being a portion of Assessment & Taxation Lot 831 in Square 3894, said portion also being a portion of Lot 22 in Square 3894, as recorded in Subdivision Book 221 at Page 138 among the Records of the Office of the Survey or of the District of Columbia, and being more particularly described as follows:

Access Easement B:

Beginning for the same at a point marking the northeasterly corner of aforesaid Assessment and Taxation Lot 831 in Square 3894, said point also lying on the southerly line of Buchanan Street, N.E. (60 foot wide public street), said point also being a bearing and distance of Due East, 465.67 feet (record) from the northwesterly corner of the aforesaid Lot 22 in Square 3894; thence leaving said southerly line of Buchanan Street, N.E. and running with the easterly boundary of said Assessment and Taxation Lot 831 in Square 3894 the following nine (9) courses and distances

1. Due South, 48.42 feet (record) to a point; thence
2. 45.51 feet (record) along the arc of a tangent curve to the left having a radius of 160.87 feet (record) with a chord bearing and distance of South 08°06'16" East, 45.36 feet (record) to a point; thence
3. 80.77 feet (record) along the arc of a reverse curve to the right having a radius of 285.50 feet (record) with a chord bearing and distance of South 08°06'16" East, 80.50 feet (record) to a point; thence
4. Due South, 261.98 feet (record) to a point marking the southeasterly corner of the aforesaid Assessment & Taxation Lot 831 in Square 3894; thence leaving the aforesaid easterly outline of Assessment & Taxation Lot 831 in Square 3894 and running with a portion of the southerly line of said Assessment and Taxation Lot 831 in Square 3894
5. Due West, 40.90 feet (record) to a point; thence leaving the aforesaid southerly line of Assessment and Taxation Lot 831 in Square 3894 and running so as to cross and include a portion of said Assessment and Taxation Lot 831 in Square 3894 the following three (3) courses and distances
6. Due North, 330.96 feet (record) to a point; thence
7. North 27° 04' 07" West, 32.62 feet (record) to a point; thence
8. Due North, 75.00 feet (record) to a point lying on the aforesaid southerly line of Buchanan Street, N.E.; thence running with a portion of the common line of aforesaid Assessment and Taxation Lot 831 in Square 3894 and Buchanan Street, N.E.
9. Due East, 38.00 feet (record) to the point of beginning, containing 17,260 square feet (record) or 0.39624 acres (record).



Exhibit C
Design of Private Streets

[See Attached]

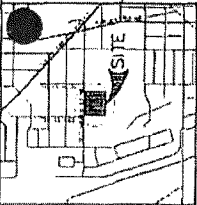


Exhibit D
Interim Configuration of Private Street for Access
Easement A

[See Attached]

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Filed & Recorded
07/23/2024 12:57 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$5.00
TOTAL: \$30.00