

DRAFT

EASEMENT AND COVENANT AGREEMENT

THIS EASEMENT AND COVENANT AGREEMENT (this “**Agreement**”) is made as of this ___ day of _____, 2018, by _____, a _____ (“**Grantor**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in the District of Columbia with the address of [_____ Street, NE] and known as Lot [___] in Square 3648 (the “**Property**”)¹. The Property is more particularly described on Exhibit A.

WHEREAS, Grantor is constructing a residential townhouse development and a seminary building (collectively, the “**Buildings**”) on portions of the Property.

WHEREAS, Grantor desires to establish a perpetual, non-exclusive easement for vehicular and pedestrian ingress, egress and access on, over, and across the easement area as shown on Exhibit B attached hereto and made a part hereof (the “**Access Easement Area**”), subject to the terms set forth herein.

WHEREAS, Grantor desires to establish the Open Space Area, as shown on Exhibit C, attached hereto and made a part hereof (the “**Open Space Area**”), as perpetually open, green space without permanent buildings or improvements, except those reasonably related to open space use such as hardscaping or benches or as otherwise described herein, subject to the terms set forth herein.

WHEREAS, Grantor acknowledges that the Access Easement Area and Open Space Area (together, the “**Covenant Area**”) lie on the private property of the Grantor, and Grantor agrees to maintain the Covenant Area and repair any damage or replacement of the street, sidewalk, plantings, or lighting in the Covenant Area.

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.

¹ Such lot shall be comprised of the future lot designations, if any of Lots 1070 and 1071 in Square 3648.

2. Declaration of Easements. Grantor, as owner of the Property, does hereby grant and convey unto the District of Columbia for general public use: (1) a non-exclusive, perpetual easement solely for the purposes of vehicular ingress, egress, and access across the street portions of the Access Easement Area as shown on Exhibit B and for the purposes of pedestrian ingress, egress, and access across the sidewalk and crosswalk portions of the Access Easement Area as shown on Exhibit B, and (2) a non-exclusive, perpetual easement to maintain as open, green space without permanent buildings or improvements, except those reasonably related to open space use such as hardscaping or minor landscape-related improvements such as gazebos or benches on the Open Space Area as shown on Exhibit C. These easements are in partial fulfillment of the Conditions of approval of District of Columbia Board of Zoning Adjustment Order No. 19377.

3. Declaration of Open Space. Grantor, as owner of the Property, does hereby covenant to maintain the Open Space Area shown on Exhibit C as continually open, green space, without permanent structures or buildings; provided, however, that nothing in this section shall prevent Grantor from placing improvements on the Open Space Area meant to further or enhance the recreational use of such area such as hardscaping or minor landscape-related improvements such as gazebos or benches. The Grantor shall have the right to plant tree within the Open Space Area.

4. Potential Additional Public Easement Area. If the Chancellor's Row Home Owners Association shall record a public access easement over any portion of Regent Place on the Chancellor's Row property adjacent to the area shown as the Additional Public Easement Area on Exhibit D, then the Additional Public Easement Area shall be added to, and considered part of, the Access Easement Area shown on Exhibit B and shall be subject to the same rights and obligations as the Access Easement Area.

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 Covenant Area to the extent that any such use or occupancy is not inconsistent with the exercise of Grantee's or the general public's rights granted in this Agreement. Grantor furthermore hereby reserves the right to make minor adjustments to the location of the areas shown as the Covenant Area in order to reflect final design conditions or otherwise accommodate necessary minor deviations due to site conditions, provided that the public access and open space rights created by this Agreement shall not in any way be diminished or otherwise harmed.

6. Restrictions on Use. The easement rights conferred herein shall be limited in duration to the hours of dawn to dusk, as such hours may vary seasonally. The Grantor, or any homeowners' association established as a successor thereto, shall have the right from time to time to post and enforce rules of use for the Covenant Area as may be reasonably necessary to ensure the longevity of the Covenant Area as a resource and amenity for the surrounding neighborhoods, which rules may include without limitation and by way of example only, restrictions on the use of the Open Space Area by dogs and ball sports, litter disposal, and over use or misuse.

7. Maintenance of Covenant Area. Grantor hereby covenants and agrees that it will maintain the Covenant Area (including all plantings, trees, sidewalks, benches, play equipment, and lighting) in a reasonable and attractive manner such that the easement rights granted herein will not be hindered.

8. Construction on Site. Notwithstanding anything in this Agreement, Grantor shall have the ability to temporarily locate construction-related items within the Covenant Area or otherwise temporarily restrict access to the Covenant Area during the construction phase of the Buildings proposed by District of Columbia Board of Zoning Adjustment Case No. 19377. If the pedestrian access from 4th Street, NE is temporarily constrained due to project construction according to the prior sentence, Grantor shall provide alternative replacement temporary pedestrian access between the sidewalks on Lots 1068 and 1069 in Square in Square 3648 (i.e., “the schools”) and 4th Street, NE and shall clearly mark such alternative pathway(s) by signage.

9. Duration of Easement. The grant of the easement, rights, privileges and agreements set forth herein shall continue in perpetuity.

10. Binding Effect. The terms and conditions of this Agreement constitute real covenants, running with the land, and binding upon and inuring to the benefit of the respective successors, assigns, tenants and legal representatives of the owners of the subject 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 the Office of the Attorney General.

11. Recordation. A counterpart original of this Agreement shall be recorded in the official land records of the District of Columbia Office of the Records of Deeds.

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 effected thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Signature pages following]

IN WITNESS WHEREOF, Grantor, a _____, on the day and year first hereinabove written, has caused these presents to be signed and the same acknowledged and delivered according to law.

[Grantor title block]

DISTRICT OF COLUMBIA)
) ss:
CITY OF WASHINGTON)

I HEREBY CERTIFY that on this ____ day of _____ 201_, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction _____, personally well known to me (or satisfactorily proven) to be _____, and personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument; and acknowledge that, having authority so to do, he executed the foregoing instrument, on behalf of and as the act and deed of said limited liability company for the purposes therein contained, and delivered the same as such.

WITNESS my hand and Notarial Seal the year and day first above written.

Notary Public

[Notarial Seal] My Commission Expires: _____

List of Exhibits

<u>Exhibit A</u>	Legal Description of Property
<u>Exhibit B</u>	Plat showing the Access Easement Area
<u>Exhibit C</u>	Plat showing the Open Space Area
<u>Exhibit D</u>	Plat showing the Additional Access Easement Area

EXHIBIT A

Property Description

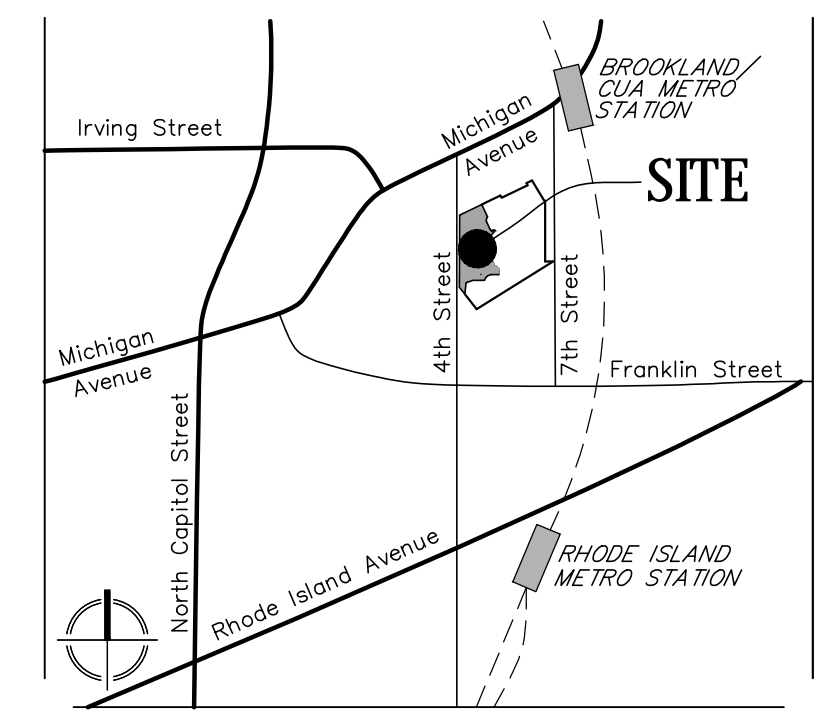
All of that certain lot or parcel of land situated, lying and being in the District of Columbia, and being more particularly described as follows:

[attach below]

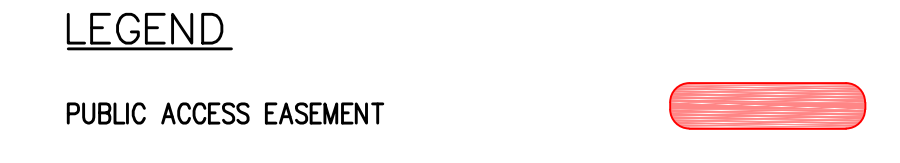
EXHIBIT B

Plat of Access Easement Area

[attach below]



VICINITY MAP
 SCALE: 1" = 2000'



REVISIONS	DATE
PER HEARING COMMENTS	09-MAY-2018

PROFESSIONAL SEAL

ST. PAUL'S TOWNHOUSE AND PAULIST FATHERS' BUILDING PARCEL
 LOT 1067
 SQUARE 3648
 3015 4th STREET N.E.
 WASHINGTON, D.C.

PUBLIC ACCESS EASEMENT

DRAWN BY: CAD
 DESIGNED BY: LK
 DATE ISSUED: APRIL 2018
 VKA PROJECT VMI1453 G
 DRAWING NO.

SHEET NO. **C-21**

"FOR LOCATION OF UTILITIES CALL 8-1-1 OR 1-800-257-7777 OR LOG ON TO www.call811.com OR http://www.missutility.net 48 HOURS IN ADVANCE OF ANY WORK IN THIS VICINITY"

The excavator must notify all public utility companies with underground facilities in the area of proposed excavation and have those facilities located by the utility companies prior to commencing excavation.

NOTE: ELEMENTS SHOWN MAY BE ADJUSTED TO REFLECT FINAL DESIGN CONDITION.

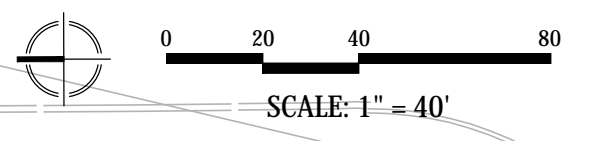
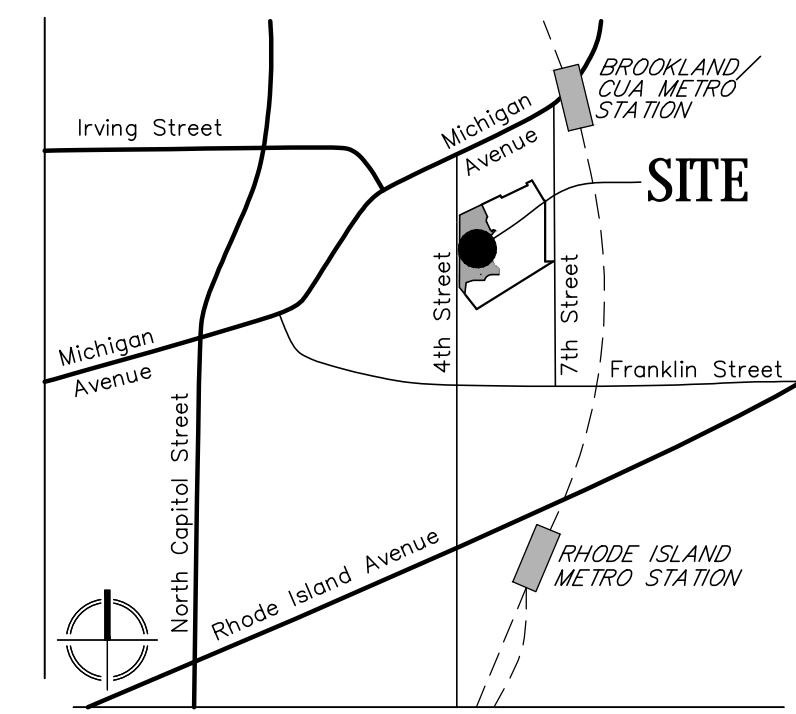


EXHIBIT C

Plat of Open Space Area

[attach below]



VICINITY MAP
SCALE: 1" = 2000'

LEGEND

OPEN SPACE EASEMENT

REVISIONS	DATE
PER HEARING COMMENTS	09-MAY-2018

PROFESSIONAL SEAL

ST. PAUL'S TOWNHOUSE AND PAULIST FATHERS' BUILDING PARCEL
LOT 1067
SQUARE 3648
3015 4th STREET N.E.
WASHINGTON, D.C.

OPEN SPACE EASEMENT

DRAWN BY: CAD
DESIGNED BY: IK
DATE ISSUED: APRIL 2018
VKA PROJECT: VM1453 G
DRAWING NO. _____

SHEET NO. **C-20**



"FOR LOCATION OF UTILITIES CALL 8-1-1 or 1-800-257-7777 OR LOG ON TO www.call811.com or http://www.missutility.net 48 HOURS IN ADVANCE OF ANY WORK IN THIS VICINITY"

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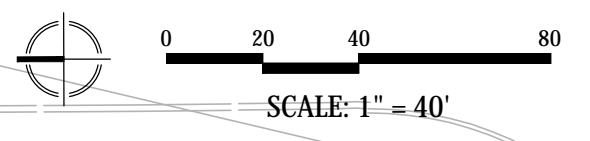
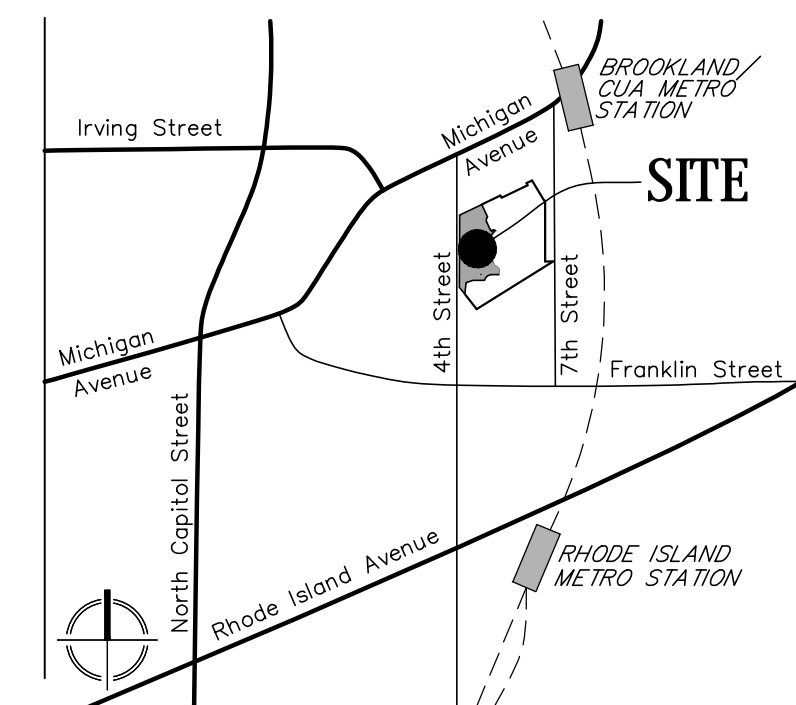


EXHIBIT D

Plat of Additional Access Easement Area

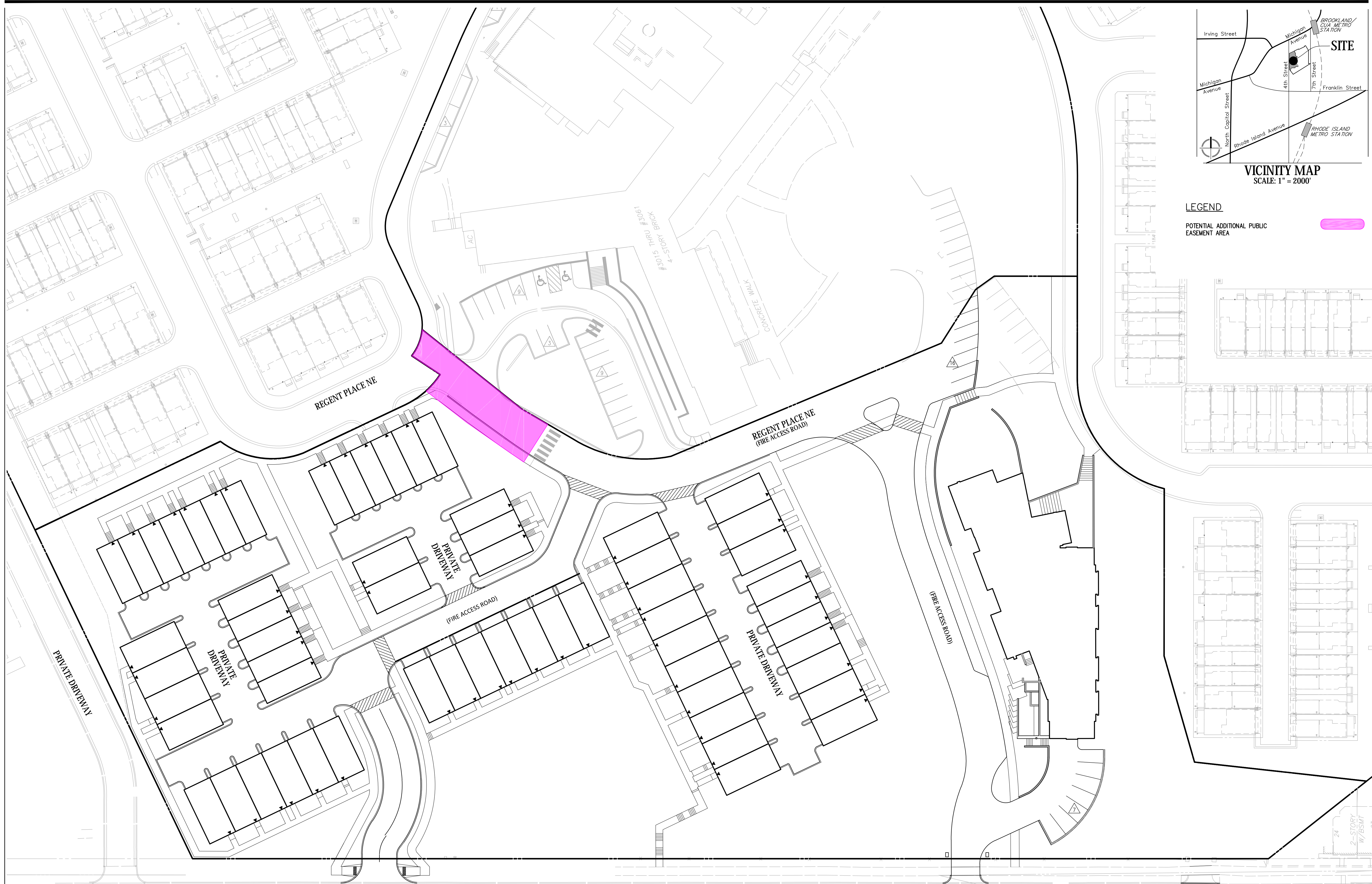
[attach below]



VICINITY MAP
SCALE: 1" = 2000'

LEGEND

POTENTIAL ADDITIONAL PUBLIC
EASEMENT AREA



REVISIONS	DATE
PER HEARING COMMENTS	09-MAY-2018

PROFESSIONAL SEAL

**ST. PAUL'S
TOWNHOUSE
AND PAULIST
FATHERS'
BUILDING
PARCEL**
LOT 1067
SQUARE 3648
3015 4th STREET N.E.
WASHINGTON, D.C.

**POTENTIAL
ADDITIONAL
PUBLIC
EASEMENT
AREA**

DRAWN BY: CAD
DESIGNED BY: LK
DATE ISSUED: APRIL 2018

VKA
PROJECT VMI453 G
DRAWING
NO.

SHEET NO. **C-22**

"FOR LOCATION OF UTILITIES CALL
8-1-1 or 1-800-257-7777 OR LOG ON TO
www.call811.com or http://www.missutility.net
48 HOURS IN ADVANCE OF ANY
WORK IN THIS VICINITY"