

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____ by and between _____; _____; _____ hereinafter collectively referred to as "Owners; and the DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY, a municipal corporation, hereinafter referred to as the "DCWASA". Trustees under Deeds of Trust encumbering any of the foregoing property join herein to evidence their consent to this Agreement.

WITNESSETH

WHEREAS, Owners are the record owners in fee simple of Lots _____, recorded in Book____, Page____; and Lot_____ in Square_____, recorded in Book_____, Page _____, in the Office of the Surveyor of the District of Columbia (hereinafter referred to as the "Subject Site"); and

WHEREAS, the Owners intend to develop the Subject Site as a Planned Unit Development under Chapter 24 of the Zoning Regulations of the District of Columbia in accordance with plans approved by the Zoning Commission of the District of Columbia under Order No. 690 issued May 31, 1991, as that Order may be amended from time to time, in Zoning Case No. 89-20C (such development hereinafter referred to as the "Building"); and

WHEREAS, beneath the surface of Lots____ and _____ in Square_____ is an existing sewer (hereinafter "Sewer") which is maintained and operated by the DCWASA as indicated herein on Exhibit A; and

WHEREAS, the District requires, as a condition to the issuance of building permits to develop the Subject site, an easement and a hold harmless covenant for the benefit of the District to be recorded in the Recorder of Deeds Division of the District of Columbia Department of Finance and Revenue.

NOW, THEREFORE, in consideration of the issuance of building permits by the District of Columbia government, Owners for themselves, successors and assigns hereby covenant and agree that the Subject Site shall be held, transferred, sold and conveyed subject to the covenants, conditions, restrictions, easements and provisions hereinafter set forth.

1. Owners or their successors or assigns agree and covenant to and with the DCWASA, and their successors, that any Building constructed and erected, or caused to be constructed and erected, by Owners or their successors or assigns on the Subject Site shall, in addition to complying with all requirements of applicable laws and regulations, be so constructed that no walls or roof loads shall rest upon, or be transmitted either directly or indirectly to, the Sewer now existing in and across said Subject Site as indicated on

the drawings submitted for permit purposes, and that no part of said Building, or of the foundations thereof, shall touch said Sewer.

2. Owners, or their successors or assigns, covenant that they shall and will conduct, or cause to be conducted, the work of construction or erection of said Building in such manner that no harm or damage will be done or result to said Sewer, and Owners do further covenant, for themselves, their successors or assigns, to pay to DCWASA, promptly and without demand by DCWASA, the total and entire cost to DCWASA of any repairs, or other work directly related to such repairs, of said Sewer resulting from the construction or existence of said Building.
3. Owners or their successors or assigns grant to DCWASA, and their successors, the right of ingress and egress over the Subject Site and the right to enter into said Building and upon every part of said Subject Site and Building as may necessary or convenient for the purpose of operating, maintaining and repairing said Sewer. In the event that the District needs to obtain access to said Sewer for any of said purposes, then the District shall use its best efforts to gain such access through existing manholes or otherwise to avoid any disturbance to the Building or other improvements contemplated herein. After exhausting all reasonable alternative means of access, DCWASA shall have the right to cut into or remove so much of the floor slabs or walls over or beside said Sewer as are necessary in order to obtain access to said Sewer for said purposes; and in the exercise of the rights aforesaid, DCWASA may use such persons and equipment as DCWASA shall determine. In the event that the District gains access to said Sewer through any part of the floor slabs or walls, all repairs to the Building necessitated thereby shall be made at the sole expense of Owners or their successors or assigns.
4. Owners covenant, for themselves, their successors or assigns, that they will save harmless and indemnify DCWASA of and from all claims, demands, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District of Columbia Water and Sewer Authority may be subjected at any time because of any injuries to persons or damage to property in said Building, due to, arising out of, or in any way connected with the repair, collapse or malfunction of the Sewer located within the Subject Site which is caused by the construction or existence of said Building whether said action or activity be designated or held to be, a nuisance or otherwise; and Owners for themselves, their successors or assigns, do hereby remise, release and forever discharge the District and its successors of and from every such claim or demand which Owners or their successors or assigns, may at any time have against said DCWASA.
5. It is expressly agreed, covenanted and understood by and between the parties hereto that every promise, undertaking, agreement and covenant herein contained, and on the part of Owners or its successors or assigns to be carried out and performed, shall be

binding upon Owners, their successors or assigns, and shall run with the land and shall be binding upon every person now or hereafter having any right, title or interest in or to said land, and said covenant shall at all times injure to the benefit of DCWASA and its successors or assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, _____,
_____, a party hereto, has on
this ____ day of _____, _____, caused these presents to be signed
by _____, its President, and attested
by _____, its Assistant Secretary, and its corporate seal to be affixed,
and does hereby appoint _____, its true and lawful
attorney-in-fact to acknowledge and deliver these presents as its act and deed.

ATTEST:

By:

ASSISTANT SECRETARY

By: _____
Its: PRESIDENT

DISTRICT OF COLUMBIA, ss:

I, _____, A Notary Public in and for the District of
Columbia, do hereby certify that _____, who is
personally well known to me (or satisfactorily proven) as the person named as the attorney-
in-fact in the foregoing Agreement bearing date as the ____ day of _____,
_____, Personally appeared before me and as such attorney-in-fact, acknowledged said
Agreement to be the act and deed of _____, in its capacity as
a
_____, a party thereto.

GIVEN under my hand and seal this ____ day of _____, _____.

Notary Public

My commission expires: _____

_____ and _____, Trustees for
the benefit of _____, note holder, under the Deed of Trust,

join herein to evidence the note holder's consent to the foregoing Agreement and to subject the lien of the Deed of Trust hereto.

WITNESS:

Trustee

Trustee

I, _____, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____, Trustee, whose name is signed to the foregoing Agreement bearing date as of the ____ day of _____, _____, Personally appeared before me in said jurisdiction, and, being personally well known to me as the person who executed said Agreement as such Trustee, acknowledged said Agreement to be his act and deed for the purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, _____.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF, the Mayor of the DISTRICT OF COLUMBIA, having first considered and approved the foregoing Agreement, has directed the execution thereof on the name of said DISTRICT OF COLUMBIA, by the Secretary, D.C., who has hereunto set her hand and affixed the seal of the District of Columbia hereto under authority of the Act of Congress entitled "An Act to Relieve the Commissioners of the District of Columbia of Certain Ministerial Duties," approved February 11, 1932.

DISTRICT OF COLUMBIA
A Municipal Corporation

WITNESS:

By: _____
Secretary, D.C.

(Corporate Seal)
DISTRICT OF COLUMBIA, ss:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that _____, who is personally well known to me as the person named as Secretary of the District of Columbia in the foregoing Agreement bearing date of the _____ day of _____, _____ and hereunto annexed, personally appeared before me in said District, and, as Secretary of the District of Columbia aforesaid, and by virtue of the authority in her vested, acknowledged the same to be the act and deed of the Mayor of the District of Columbia.

GIVEN under my hand and seal this _____ day of _____, _____.

Notary Public, D.C.

My commission expires: _____.

APPROVED AS TO LEGAL SUFFICIENCY:

Assistant Corporation Counsel, D.C.