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Jackson & Campbell, PC
1120 20th Street, NW
Washington, DC 20036

IRREVOCABLE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “**Agreement**”) is made this ____ day of _____, 2017 between _____ (the “ASSOCIATION1”), a District of Columbia non-stock corporation (“**Grantor**”), and _____ (the “ASSOCIATION2”), a District of Columbia non-stock corporation and _____, (the “ASSOCIATION3”), a District of Columbia non-stock corporation (ASSOCIATION 2 and ASSOCIATION3 collectively the “**Grantees**”).

RECITALS:

R-1: The ASSOCIATION1 manages the common elements of a District of Columbia condominium known as _____ (the Condominium”) The Condominium is located at 150 S Street, NW, Washington, DC [to be subdivided] (the “**Common Elements**”). A portion of the Condominium’s Common Elements are reflected in the surveyor’s plat attached hereto and incorporated herein by reference (the “**Property**”); and

R-2: Grantees over the years, will traverse over and used the highlighted portion of the Property (the “**Driveway**”) reflected in the attached surveyor plat; and

R-3: The Grantor has maintained the Driveway, including but not limited to maintaining and replacing the entrance gate, security camera, maintaining and replacing the gate mechanism allowing for the opening of the gate as well as sealing, painting and patching the macadam that constitutes the Driveway. These components are included in the definition of Driveway; and

R-4: The Parties have agreed the Grantor shall permit Grantees a revocable easement to use the Driveway for a fee of \$____ a month to commence on _____ which shall pay for the costs of use as well as day to day maintenance of the Driveway. The Grantees shall make monthly payments as herein provided beginning _____ and continuing to be due on the 1st day of each month until such time as this easement is terminated; and

R-5: The Parties further agree that the Grantor shall be responsible to maintain the components that make up the Driveway which are the entrance gate, the operating system to the entrance gate and the actual Driveway itself.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereto, hereby agree as follows:

1. Incorporation of Recitals; Defined Terms. The Recitals set forth above are hereby incorporated herein to the same extent as if fully set forth herein and all capitalized terms in this Agreement and shall be identified as forth in the recitals.

2. Easement to Grantees. Grantor grants unto Grantees, and their respective successors and assigns, a revocable non-exclusive easement and right of way for ingress and egress on the Driveway. Ingress and Egress on the Driveway shall be limited to pedestrian and vehicular traffic, the latter to only include cars and no trucks. These easement rights are limited to ingress and egress to the Driveway and parking area adjacent to Grantees' Property and do not grant access to Grantees to any other part of the Condominium and/or Property. The easement granted herein shall also be subject to the following additional terms and conditions:

A. Grantees, and their respective agents, licensees, invitees, representatives and/or contractors, as the case may be, are responsible for securing the vehicle he or she is operating or parking on the Driveway and any personal property located therein. If Grantees, or their respective agents, licensees, invitees, representatives and/or contractors shall leave any vehicle he or she is operating or parking on the Driveway or personal property unsecured at any time, Grantees, and their respective agents, licensees, invitees, representatives and/or contractors hereby specifically release, indemnify and hold the ASSOCIATION1, its officers, directors, managing agent, and/or unit owners harmless from any and all liability and/or responsibility for any loss, theft, damage, claims, actions and/or causes of action arising from any loss, theft or damage to any such vehicle and/or personal property, unless such damage or injury is directly due to the gross negligence or willful misconduct of the ASSOCIATION1 its agents, employees and/or contractors or subcontractors. Notwithstanding the foregoing, the ASSOCIATION1 shall not be liable for any acts of third Parties.

B. Grantees shall not permit any mechanics liens or other liens to be created or filed against the Driveway and/or the Property for work that may be performed or materials supplied, or claimed to have been performed or supplied, for, or in connection with this Agreement. If any mechanic's lien or other lien is filed against the Property in such connection, Grantees promptly shall cause such lien to be released, at Grantees' sole expense.

C. Grantees and their respective agents shall have the full and free use of the Driveway, subject to the limitations reflected herein, and shall have all rights and privileges reasonably necessary to the exercise of the easements for the purposes named, including the right of access to and from the Driveway.

D. Notwithstanding the paragraph above, Grantees acknowledge receipt of the ASSOCIATION1's rules and regulations relating to the use of the

ASSOCIATION1's drives, including but not limited to the Driveway. The ASSOCIATION1 shall not be responsible or liable for any personal injury or property damage as a result of the provision of, or decision not to provide, such personnel, services, or control to oversee the Driveway. The ASSOCIATION1 shall also have no obligation to provide parking attendants, security services to monitor the Driveway. Grantees explicitly agree that they will not allow trash or debris to be placed on the easement.

E. The ASSOCIATION1 shall provide Grantees with a key fob (or other device) required to gain entry to the Driveway. Prior to payment the ASSOCIATION1 shall provide Grantees with the ASSOCIATION1'S rules and regulations referenced in paragraph 2 D. above. Grantees shall pay the ASSOCIATION1 \$_____ a month due on the first day of the month beginning _____ (the "Fee"). This Fee shall increase, annually, on January 1 at a rate consistent with any cost of living adjustment reflected in the Consumer Price Index for the Washington DC Metropolitan Area for the prior December. The Fee shall cover the right to have this easement.

F. Grantees shall have the right to transfer and assign their respective easement rights as granted herein.

G. Grantees hereby assume full responsibility and liability for any and all damages or injury (including death resulting therefrom) to all persons, and businesses, and to all property of any kind in any manner caused by, resulting from, arising out of, or occurring in connection with, the access to or use and enjoyment of the Driveway by Grantees, their respective agents, licensees, invitees, representatives, and/or contractors unless such damage or injury is due to the gross negligence or willful misconduct of the ASSOCIATION1, its agents, employees and/or contractors or subcontractors. Further, Grantees are obligated to repair any damage to the Property caused by or arising out of any such access or use and enjoyment of the Driveway. Grantees shall save, indemnify and hold the ASSOCIATION1 harmless from and against any and all losses, claims, causes of action, liabilities, costs, damages and expenses (including court costs and reasonable attorney fees) arising out of or relating to access to or use and enjoyment of the Driveway by Grantees including, but not limited to Grantees' respective agents, licensees, invitees, representatives and/or contractors presence on or access to the Driveway, unless such injury or damages are directly caused by the gross negligence or willful misconduct of the ASSOCIATION1's agents, employees, contractors or subcontractors.

3. Notices. Notices under this Agreement shall be in writing and shall be hand delivered or sent by first class U.S. Mail and by email to the Parties at the following addresses:

GRANTOR

With a copy to:

GRANTEES

With a copy to:

Notices sent by mailing and sent same day by email shall be deemed received three (3) days after deposit in the U.S. Mail. The parties are free to amend this section by advising the other party of a change in address and/or recipient in writing.

4. Applicability with the Law of Easements. Grantor and Grantees agree that they will exercise their rights under this Agreement in a reasonable manner and in accordance with all applicable laws, rules and regulations of any governmental authority, or orders of any court or any governmental authority having jurisdiction over the Property. The Parties agree that all easements granted herein are subject to all easements, encumbrances and other matters of record as of the date this Agreement is recorded.

5. Maintenance of the Driveway. The ASSOCIATION1 shall maintain the Driveway in a good and safe condition and in compliance with applicable laws. In the event of any extraordinary repair obligations (repairs over \$2,500), the ASSOCIATION1 agrees to provide Grantees thirty (30) days written notice of such maintenance. The parties agree to negotiate, in good faith, a reasonable resolution of the obligation.

6. Payment. All Driveway Costs due under this Agreement shall be due and payable within fifteen (15) days of the date written demand is provided to Grantees by the ASSOCIATION1. If Grantees fail to pay the Driveway Costs, as applicable, fifteen (15) days after written notice from the ASSOCIATION1, then such unpaid Driveway Costs shall accrue interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by the laws of the District of Columbia, whichever is lesser. In addition, if the Driveway Costs are not paid within thirty (30) days after written notice, that shall be considered cause, and the ASSOCIATION1, at its sole and exclusive option, shall have the right to terminate the easement and rights granted in this Agreement.

7. Attorney's Fees and Costs. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including costs of collection) expended in any dispute arising from a breach of this Agreement.

8. Miscellaneous. This Agreement (i) shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, (ii) shall be

governed by and construed in accordance with the laws of the District of Columbia, without giving effect to the conflict of laws principles of such jurisdiction and (iii) may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Agreement may not be changed orally, but only by an agreement in writing executed by the Parties.

9. Entire Agreement. This Agreement is intended by the Parties as the complete and final expression of their agreement with respect to the subject matter hereof, and they shall not be bound by any prior or contemporaneous understandings, agreements, conditions, statements, or representations, oral or written, not contained in this Easement

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed under seal as of the day and year first above written.

ASSOCIATION1, INC.

By: _____

Title: _____

Date: _____

DISTRICT OF COLUMBIA) ss.:

I, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that _____, whose name is signed to the foregoing instrument, personally appeared before me in said District, and being personally well known to me as (or proved by the oath of credible witnesses to be) the person who signed the foregoing instrument, acknowledged the same to be his act and deed.

Given under my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires:

[SIGNATURES CONTINUE ON NEXT PAGE]

ASSOCIATION2, INC.

By: _____

Title: _____

Date: _____

DISTRICT OF COLUMBIA) ss.:

I, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that _____, whose name is signed to the foregoing instrument, personally appeared before me in said District, and being personally well known to me as (or proved by the oath of credible witnesses to be) the person who signed the foregoing instrument, acknowledged the same to be his act and deed.

Given under my hand and seal this ____ day of _____, 20 ____.

Notary Public

My Commission Expires:

[SIGNATURES CONTINUE ON NEXT PAGE]

ASSOCIATION3, INC.

By: _____

Title: _____

Date: _____

DISTRICT OF COLUMBIA) ss.:

I, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that _____, whose name is signed to the foregoing instrument, personally appeared before me in said District, and being personally well known to me as (or proved by the oath of credible witnesses to be) the person who signed the foregoing instrument, acknowledged the same to be his act and deed.

Given under my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: