

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF TRANSPORTATION  
WASHINGTON, D.C.**

**COVENANT FOR MAINTENANCE OF FIXTURES IN PUBLIC SPACE**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS,** \_\_\_\_\_  
\_\_\_\_\_ is the Owner of the following described property in Washington, D.C., located at the following street address:

\_\_\_\_\_

Lot \_\_\_\_\_, Square \_\_\_\_\_ hereafter referred to as "said property"; and

**WHEREAS,** the Owner of said property has authorized the District of Columbia Water and Sewer Authority ("DC Water") to apply on their behalf to the District for the issuance of a public space permit in accordance with the provisions of 24 DCMR Chapter 1 100.1 et seq. (1985) as amended; and

**WHEREAS,** the Owner of said property has, through DC Water, requested that the District authorize a fixture described as a \_\_\_\_\_ foot

\_\_\_\_\_

(material type(s)) tree fence with dimensions \_\_\_\_\_ (width) and \_\_\_\_\_ (depth) on public space, hereinafter referred to as "abutting public space", as described in Exhibit A and shown on Exhibit B attached hereto; and

**WHEREAS,** DC Water, on behalf of the Owner of said property, has submitted a site plan and application, hereinafter referred to as "the proposal" attached hereto as Exhibit B, for the use of said abutting public space; and

**WHEREAS,** the rules and regulations of the District of Columbia authorize the Mayor, or his agent, designee, or representative to impose such conditions on the issuance of said permit as the Mayor may require, 24 DCMR Chapter 1, §100 et seq. (1985), as amended; and

**WHEREAS,** the District has reviewed and accepted said proposal (as amended); and

**WHEREAS,** the Owner of said property desires to meet the conditions and requests of the District by complying with all of the terms and conditions of said permit.

**NOW, THEREFORE,** in consideration of the foregoing and in consideration of the issuance of the permit for construction, the Owner, for themselves, their heirs, successors and assigns does hereby declare that said property shall be held, transferred, sold and conveyed subject to the restrictions herein set forth to wit:

1. That no right, title, or interest of the public is thereby acquired waived or abridged.
2. That the Owner shall maintain abutting public space in accordance with the requirements set forth in the permit conditions and in accordance with the proposal attached hereto as Exhibit C.
3. That the District has the legal right to authorize work and/or issue permits for cuts to be made in the abutting public space and will do so without

- the permission of, or notice to, the property owner.
4. That, without prior notice from the District of Columbia, the Owner shall maintain and repair the abutting public space until such time, and upon such conditions as the District may require to extinguish said covenant;
  5. That the Owner shall maintain and keep abutting public space in a clean and safe condition at all times, without the need for prior notice by the District.
  6. That repair(s) of aforesaid public space undertaken by the Owner shall be made pursuant to a permit issued by the District of Columbia. Repairs shall be made by and at the expense and risk of the Owner.
  7. That whenever the Mayor finds that said fixtures is in such condition as to be imminently dangerous to persons or property, upon notice so to do, the Owner will make the pavement safe and secure within 72 hours of the date said notice is served. That in a case where the public safety requires immediate action, the Mayor may use such materials, equipment, workmen and assistants as may be necessary, to make the paving safe and secure.
  8. That if the District must authorize or perform excavations in said public space for the purpose of maintaining, repairing, or installing utilities in said abutting public space, or for any other public purpose, the Owner agrees to move all fixtures within 72 hours of the District's request therefore.
  9. That the Owner hereby relieves the District of all duty to repair or maintain said fixtures in the abutting public space in a safe condition.
  10. That the Owner shall reimburse the District for any expense the District incurs in making any repairs to the abutting public space.
  11. That the Owner shall indemnify and save harmless the District and all of its officers, agents, and servants against any and all claims or liability from whatever source whatsoever, arising from, based on or, as a result of any act, omission, or default of the Owner in designing, constructing, maintaining, installing or repairing said abutting public space.
  12. That the District shall have the right, after reasonable prior written notice to the Owner, to extinguish this Covenant at any time, and restore the area to pre-existing conditions using District standard materials.
  13. That the written consent of the District shall be required prior to the extinguishment of any of the covenants described herein in a document recordable at the office of the Recorder of Deeds for the District of Columbia and recorded at no expense to the District. Such consent to extinguishment shall be given at such time as the District shall issue a permit enabling the Owner to replace any nonstandard materials with District standard materials. The cost of replacement of said abutting public space with standard District materials shall be borne by the Owner.
  14. That the covenants contained herein shall be deemed real covenants and shall run with the land and shall bind the Owner and their heirs, successors and assigns.

15. That the District shall have the right to specifically enforce this Declaration.

**[SIGNATURES ON FOLLOWING  
PAGE]**

**[SIGNATURE PAGE – Individual Owner(s)]**

**IN WITNESS WHEREOF**, the undersigned owner(s) of Lot \_\_\_\_\_ in Square \_\_\_\_\_ has (have) caused these presents to be executed.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_ Owner

\_\_\_\_\_ Owner

**DISTRICT OF COLUMBIA, ss:**

I, \_\_\_\_\_, a Notary Public, in and for the District of Columbia, do hereby certify that \_\_\_\_\_ party(ies) to the foregoing attached Covenant bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_, being personally well-known to me as the owner(s) of Lot \_\_\_\_\_ in Square \_\_\_\_\_ appeared before me and acknowledged said Declaration to be (his) (her) or (their) act and deed.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

## **PUBLIC SPACE COVENANT**

### **Table of Exhibits**

1. Exhibit A –Survey showing location of the fixtures.
2. Exhibit B – Site Plan showing location of fixtures, photographs and receipts for all applications and approval letter approved by the Public Space Management Administration, District Department of Transportation.