

THE DISTRICT OF COLUMBIA GOVERNMENT  
DEPARTMENT OF HEALTH  
ENVIRONMENTAL HEALTH ADMINISTRATION  
BUREAU OF ENVIRONMENTAL QUALITY  
WATERSHED PROTECTION DIVISION

DECLARATION OF COVENANTS  
For a Storm Water Management Facility

THIS DECLARATION OF COVENANTS ("Declaration") is made as of this \_\_\_\_\_  
day of September 17, 2002, by Episcopal Center for Children  
("Owner"), as Covenantor, and for the benefit of the DISTRICT OF COLUMBIA, a municipal  
corporation ("District").

WHEREAS, the Owner is the owner of a certain tract or parcel of land more particularly  
described as Media Center at 5901 Utah Avenue, NW

Parcel  
~~lots~~ 829 in Square 2319 as more particularly shown on the attached Exhibit A  
("Building Plat or Property"); and

WHEREAS, in order to accommodate and regulate changes in storm water flow  
conditions resulting from certain improvements the Owner (will make) (~~has made~~) to the  
Property, the Owner (will construct) (~~has constructed~~) and agrees to maintain, at its sole  
expense, a storm water management facility ("the facility") identified as  
Infiltration Pit, approved by the District on  
10-24-02, attached hereto as Exhibit B as the Site Plan and showing the  
location of the storm water management facility and applicable easements; and

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WHEREAS, 21 DCMR §§534.2, 534.3 and 534.4 require that the Owner execute and record with the Recorder of Deeds of the District this Declaration;

NOW, THEREFORE, for and in consideration of the issuance of construction permits and approval of his or her plans by the District; and for the benefit of and limitation upon the Owner and all future owners of the Property, and for the benefit of the District, the Owner for itself, its successors and assigns, does hereby covenant and agree as follows:

1. The Owner (shall construct) (~~has constructed~~) and shall perpetually maintain, at its sole expense, the above-referenced storm water management facility in strict accordance with the plan approved by the District. The approved plan requires, among other things, adherence to the following maintenance schedule:

**MAINTENANCE SCHEDULE**

- a. Annual inspection of the observation well and inlet manhole for the gravel pit. Remove any silt and debris encountered in the structures. Record all conditions found including silt depths.
  - b. Inspect upper filter fabric for silt and permeability. Replace filter fabric as needed.
  - c. If annual inspection indicates gravel pit is 3.0 feet of silt depth, remove all gravel and reinstall gravel pit system.
2. The Owner shall, at its sole expense, make such changes or modifications to the storm water management facility as may, in the District's discretion, be

determined necessary to insure that the facility is properly maintained and continues to operate as designed and approved.

3.

The District, its agents, employees and contractors shall have the right to enter the Property and the right to inspect, at reasonable times and in a reasonable manner, the storm water management facility in order to insure that the facility is being properly maintained and is continuing to perform in an adequate manner.

4.

The Owner also understands and agrees to the following:

- a) Should the Owner fail to correct any defects in the above described facility after notification by the District; or
- b) Should the Owner fail to maintain the facility in accordance with the approved design standards and with the law and applicable regulations; or
- c) Should there be an emergency as determined by the District in its sole discretion,

the District is authorized to enter the Property to make all repairs, and to perform all maintenance, construction and reconstruction the District deems necessary.

The District shall then assess the Owner for the cost of the work and applicable penalties.

5.

The provisions of this Declaration shall be deemed covenants running with the land and shall bind and inure to the benefit of the Owner and the District, their respective heirs, successors and/or assigns. When the Owner ceases to own an interest in the Property, the rights and obligations under this Declaration shall become the rights and obligations of the successor-in-ownership and interest as to the Property.

6. The Owner shall, at its cost and expense, properly record this Declaration with the Recorder of Deeds and furnish the District's Department of Health with a copy of this Declaration certified by the Recorder of Deeds as a true copy of the recorded instrument.
7. The owner shall indemnify and save harmless the District of Columbia and all its officers, agents, and employees against all claims or liability arising from, based on, or which might result from: (1) the owner's undertaking of any action required under this covenant and (2) any act, omission, or default of the District, its officers, agents, and employees in the performance of, or in connection with, any action authorized by this covenant, or by the regulations pursuant to which it is entered, including, but not limited to, any action authorized by paragraph four (4) herein.
8. The provisions of this Declaration may not be modified, amended, or terminated without the prior written consent of the District, such agreement to be evidenced by a document duly executed and delivered in recordable form and recorded with the Recorder of Deeds at no expense to the District.
9. The District has the right to specifically enforce this Declaration.
10. This Declaration shall be governed by, construed and enforced in accordance with the laws of the District of Columbia.

In Testimony Whereof, Episcopal Center for Children the Owner,  
\_\_\_\_\_ has executed this Declaration of Covenants  
as of this 10<sup>th</sup> day of OCTOBER, 2002.

**FOR THE OWNER:**

(Signature)	(Signature)
(Printed Name and Title)	(Printed Name and Title)

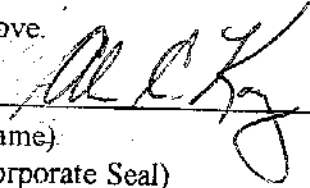

**FOR CORPORATE OWNERS**

In testimony whereof, Episcopal Center for Children,  
(Name of Corporation)

has caused this Declaration of Covenants to be signed by Alan Korz  
(Name)  
Executive Director, and has appointed Alan Korz,  
(Title) (Name)

its attorney in fact to acknowledge and deliver these presents as  
the act and deed of  
Episcopal Center for Children according to law, as of the day and year first written  
(Name of Corporation)

above.

	Executive Director	
(Name)	(Title)	The Episcopal Center for Children
(Corporate Seal)		

Signed or attested before me on October 10, 2002

by Alan Karz

[Signature]

(Signature of notarial officer)

Seal:

NATHANIEL H. TASSLER  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 31, 2006

Title (and Rank)

My commission expires: \_\_\_\_\_

**APPROVED AS TO TECHNICAL SUFFICIENCY:**

District of Columbia  
Department of Health  
Environmental Health Administration  
Bureau of Environmental Quality  
Watershed Protection Division



Charles Edwards

Name

ENVIRONMENTAL ENGINEER

Title

Date: 10-24-02



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PAGE: -  
FILED & ACCEPTED  
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HENRY RILEY  
RECORDED DEEDS  
WASHINGTON D.C. RECORDER OF DEEDS  
RECORDING FEE \$ 48.00  
SURCHARGE \$ 2.00  
ADDITIONAL PAGE \$ 5.00