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DECLARATION OF EASEMENT

THIS INSTRUMENT is made this 20th day of _____ by and between _____, unmarried, and _____, unmarried ("____"), Parties of the First Part, and _____, Personal Representative of the Estate of _____, deceased, Administration No. _____ Superior Court for the District of Columbia ("____"), Party of the Second Part.

WHEREAS, _____ and _____ are the owners of real property located in the District of Columbia, which has the address of _____, Washington, DC, and the legal description of:

Lot 7 in Square _____ in a subdivision made by _____ in Block _____, "____", as per plat recorded in Liber No. _____ at folio _____ among the Records of the Office of the Surveyor of the District of Columbia.

(the "____ and _____ Property"); and

WHEREAS, _____ is the owner of real property located in the District of Columbia next to the _____ and _____ Property, which has the address of _____, Washington, DC, and the legal description of:

Lot _____ in Square _____ in a subdivision made by _____ in Block _____, "____", as per plat recorded in Liber No. _____ at folio _____ among the Records of the Office of the Surveyor of the District of Columbia.

(the "____ Property"); and

WHEREAS, a portion of the carport, improvements, brick walk, concrete coping, and the fence serving the _____ Property are located on the _____ and _____ Property, as shown on those certain surveys made by _____ Surveys, Inc. and attached hereto as Schedules "A-1" and "A-2" (collectively the "Surveys"); and

WHEREAS, _____ and _____ wish to grant an easement to _____, his successors and assigns, for the use of a portion of the _____ and _____ Property, as hereinafter specified.

NOW, THEREFORE, _____ and _____ hereby grant to _____ his successors and assigns, a perpetual easement over the _____ and _____ Property, described as follows:

1. **EASEMENT AREA.** The Easement Area shall be defined as that portion of the _____ and _____ Property commencing at the actual property line between the _____ and _____ Property and the _____ Property and continuing onto the _____ and _____ Property up to and including both (a) the fence, and (b) the 0.6 Concrete Coping, as delineated on the Surveys, both of which items are currently located on the _____ and _____ Property between the houses constructed on the _____ and _____ Property and the _____ Property, generally parallel to the property line between said Properties. The Easement Area shall only encompass the area bounded by and including the said fence and concrete coping as they are presently located, and movement of the location of said fence or concrete coping in the future shall not in any way serve to expand or diminish the Easement Area herein defined.

2. **PURPOSE OF EASEMENT; MAINTENANCE OF EASEMENT AREA.** The owners of the _____ Property shall be entitled to use the Easement Area for whatever lawful purpose is desired, including but not limited to the purposes for which it is presently being used. The Easement Area shall be maintained by the owners of the _____ Property.

3. **DURATION OF EASEMENT.** The duration of this Easement shall be perpetual, it shall run with and bind the land, and shall be binding upon [redacted] and [redacted] and their heirs, successors and assigns.

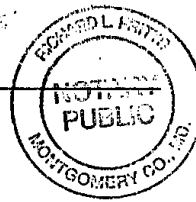
WITNESS their hands and seals.

[redacted] (Seal)
[redacted]

[redacted] (Seal)
[redacted]

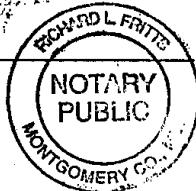
STATE OF MARYLAND
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on ~~September~~ ^{MARCH} 10, [redacted] by [redacted]

[redacted]
Notary Public
My Commission Expires: [redacted]


STATE OF MARYLAND
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on ~~September~~ ^{MARCH} 10, [redacted] by [redacted]

[redacted]
Notary Public
My Commission Expires: [redacted]


The undersigned, being the Substitute Trustee under that certain Deed of Trust from [redacted] and [redacted] recorded July 25, [redacted] as Instrument No. [redacted] among the Land Records of for the District of Columbia, pursuant to a Deed of Appointment of Substitute Trustee intended to be recorded immediately prior hereto, hereby consent to the within easement.

[redacted] (Seal)
Substitute Trustee

^{VIRGINIA}
STATE OF ~~NEVADA~~
COUNTY OF FAIRFAX

This instrument was acknowledged before me on September 20, [redacted] by [redacted]

[redacted]
Notary Public

My Commission Expires: [redacted]