

GRANT OF WATER AND SEWER EASEMENT

THIS GRANT OF WATER AND SEWER EASEMENT is made this _____ day of _____, 2025, by and between **COMMUNITY ASSOCIATES, LLC**, a Maryland limited liability company (hereinafter referred to as “**Grantor**”), and **THE MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of the State of Maryland (the “**City**”).

WHEREAS, the Grantor is the owner of certain real property located within Rockville, Maryland, more particularly described on Exhibit A, attached hereto and made a part hereof (the “**Subject Property**”); and

WHEREAS, the Grantor desires to develop the Subject Property in accordance with the terms and conditions of Site Plan No. 2024-00493 approved on October 23, 2024 (the “**Approvals**”); and

WHEREAS, Grantor intends to subdivide the Subject Property pursuant to the Approvals, and as a condition of said subdivision, the City requires a permanent easement for the water and sewer lines to be installed within the Subject Property.

WITNESSETH: In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of complying with the Approvals, the Grantor does hereby grant and convey to the City, its successors and assigns, a water and sewer easement described and shown on Exhibit B attached hereto and made a part hereof (the “**Easement Area**”).

TO HAVE AND TO HOLD said easement together with the rights and privileges to their proper use and benefit forever by the City, its successors and assigns.

AND the Grantor, for itself and its successors and assigns, covenants and agrees with the City, its successors and assigns, as follows:

FIRST: that Grantor will never erect nor permit to be erected any building or structure of any nature whatsoever nor fill or excavate, nor install any trees, within the Easement Area without the City’s prior written consent unless shown on the Approvals. Subject to the City’s approval, the Grantor shall be responsible for installing any bike locker storage, landscaping, nonstandard City Hardscaping, benches, bike racks, electric vehicle charging stations, alley screen wall and directional signage (“**Private Amenities**”) within the Easement Area. The Grantor shall be responsible for maintaining the Private Amenities within the Easement Area; and

SECOND: that the City, its successors and assigns, shall at all times have a right of ingress and egress to said Easement Area for the purpose of installing, constructing,

reconstructing, maintaining, repairing, operating, and inspecting the Water and Sanitary Sewer Systems (as hereinafter defined) within the Easement Area, the right of ingress and egress to the said ingress and egress to be made generally from any adjacent public road or public right-of-way adjacent to or in close proximity to the Easement Area, or along such other lines as the Grantor may designate and as may be acceptable to the City, but in no event shall the right of entry exist across any privately owned lots on which dwelling units are constructed or are intended to be constructed; and

THIRD: that whenever the City undertakes repairs or maintenance pursuant to this easement, the City shall undertake all reasonable measures to restore the Easement Areas to their original condition, except that Grantor shall be solely responsible for the repair, replacement, or reinstallation of any Grantor owned Private Amenities and paving materials not in accordance with City standards and specifications, in the Easement Areas that are disturbed or damaged by the City's repair and maintenance work; and

FOURTH: that all underground water and sanitary sewer pipes and appurtenances which are installed pursuant to this easement in the Easement Area (collectively, the **"Water and Sanitary Sewer System"**) shall be and remain the property of the City, its successors, and assigns

FIFTH: that, without the prior written consent of the City, Grantor shall not use the Easement Area, nor permit the Easement Area to be used, in any manner that interferes with the free and unobstructed use thereof by the City and its representatives for the purposes contained herein.

SIXTH: that Grantor will warrant specially said easement and will execute such further assurances thereof as may be requisite; and

SEVENTH: that Grantor hereby certifies that there are no suits, liens, leases, mortgages, or trusts affecting the Easement Area, other than those for which the holder in interest has signed these documents or otherwise consented in writing to this easement. Grantor further certifies that all parties with an interest in the Easement Area necessary to give full effect to this easement have signed or consented in writing to this document; and

EIGHTH: this easement (including all terms, covenants, and agreements contained herein) shall run with the title to the Easement Area and shall bind the Grantor and its executors, administrators, successors, and assigns.

[SIGNATURE PAGES FOLLOW]

WITNESS: hands and seals the day and year first hereinabove written.

WITNESS:

GRANTOR:

COMMUNITY ASSOCIATES, LLC, a
Maryland limited liability company

By: _____

Name: _____

Title: _____

* * *

STATE OF: _____

*

*

COUNTY OF: _____

*

I HEREBY CERTIFY that on this _____ day of _____, 202_, before the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the authorized representative of _____, being authorized so to do, executed the foregoing instrument on behalf of the aforesaid company for the purposes therein.

IN TESTIMONY WHEREOF, I have caused the seal of the court to be affixed, or have affixed my official seal, this _____ day of _____, 202_.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

[SIGNATURE PAGE FOLLOWS]

WITNESS:

CITY:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**

Print Name: _____

By: _____

Name: _____

Title: _____

Reviewed for legal sufficiency by:

Nicholas D. Dumais
Senior Assistant City Attorney

* * *

STATE OF: _____

*

*

COUNTY OF: _____

*

I hereby certify that on this _____ day of _____, 202_, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that he/she, having been properly authorized, executed the same on behalf of the Mayor and Council of Rockville, Maryland in the capacity therein stated and for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

Return original instrument to:

Community Realty Co., Inc.
11161 New Hampshire Avenue, Suite 200
Silver Spring, MD 20904

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

All of that certain parcel of land situated in the City of Rockville, Montgomery County, Maryland and described as follows:

PARCEL "A" IN THE SUBDIVISION KNOWN AS "PLAT 19, ROCKSHIRE VILLAGE CENTER" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 102 AT PLAT 11598 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

EXHIBIT B
DESCRIPTION OF EASEMENT AREA