

Parcel Identifier No. 04-00146900

GRANT OF WATER METER EASEMENT

THIS GRANT OF WATER METER EASEMENT is made this _____ day of _____, 20__ by **Pulte Land Company, LLC**, a Michigan limited liability company (hereinafter referred to as the “**Grantor**”) for the benefit of the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of the State of Maryland, (hereinafter referred to as the “**City**”).

WITNESSETH:

WHEREAS, the Grantor is the owner of the real property located in the City of Rockville, Maryland hereinafter referred to as the “Subject Property,” described as follows:

The property acquired by Pulte Home Company, LLC, a Michigan limited liability company from Twinbrook Community Church, a Maryland non-profit corporation, by deed dated October 1, 2025 and recorded in Book 69704 at Page 255, and also being part of Parcel A-1, MetroPlace at Twinbrook, recorded as Plat No. [REDACTED], all among the Land Records of Montgomery County, Maryland.

WHEREAS, the Grantor desires to develop the Subject Property in accordance with the terms and conditions of Site Plan No. STP 2024-00474 approved on October 9, 2024 (the “**Approvals**”); and

WHEREAS, Grantor is required to grant to the City a certain water meter easement to serve the development subject to the Approvals.

NOW, THEREFORE, the Grantor, 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 developing the Subject Property pursuant to the Approvals, does hereby grant and convey to the City, its successors and assigns, forever and in perpetuity, the non-exclusive water meter easement described in Exhibit A and shown on Exhibit B, attached hereto and made a part hereof (the “**Water Meter Easement Area**”) for the purposes set forth herein, together with the right of ingress and egress along, over, under, and through said easement for any and all such purposes.

The said easement is hereby intended to be granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to their proper use and benefit forever by the City, its successors and assigns.

The Grantor, for itself, its successors and assigns, covenants and agrees as follows:

FIRST: That the City, its representatives, successors, and assigns shall at all times have the right to use and enter upon the Water Meter Easement Area for the purpose of installation, construction, reconstruction, maintenance, repair, operation, and/or inspection of the underground water meter and appurtenances thereto including automated metering infrastructure. The City, its

representatives, successors, and assigns shall further have the right of ingress and egress to and from the Water Meter Easement Area, said ingress and egress to be made generally across the Subject Property from any adjacent public road or right-of-way, or along such other lines as the Grantor may designate and as may be acceptable to the City. The City shall exercise the foregoing rights in a manner that reasonably minimizes interference or disruption of the business operations of the Grantor, its successors and assigns, and the residents of the Subject Property.

SECOND: To the extent the Water Meter Easement Area or the ingress/egress area to the Water Meter Easement Area is disturbed by the City's exercise of its rights under this Grant of Water Meter Easement, the City, at its own expense, shall restore the Water Meter Easement Area and the ingress/egress area to its original condition, including the backfilling of trenches and reseeded of lawns and the replacement of basic paving materials, but not the replacement of shrubs, trees or other landscaping elements, or the replacement of paving materials not normally used by the City's Department of Public Works for public facilities with the public right of way, except to the extent such are damaged or destroyed as a result of the City's gross negligence or willful misconduct.

THIRD: That Grantor, without the prior written consent of the City, will neither perform nor permit upon or within the above described Water Meter Easement Area: (i) the erection or installation of any structure, building, or other improvements (excluding any fences); (ii) the excavation or filling of land; or (iii) the installation of trees. The Grantor shall be responsible for installing and maintaining any landscaping and nonstandard City Hardscaping within the Water Meter Easement Area. The Grantor shall be responsible for the repair, replacement, or reinstallation of any fence in the Water Meter Easement Area should the City need to access the Water Meter Easement Area to inspect, maintain, repair, or replace the Water System.

FOURTH: That all underground pipes, structures, equipment and appurtenances which are installed in the Water Meter Easement Area shall be and remain the property of the City, its successors, and assign.

FIFTH: That Grantor shall not use the Water Meter Easement Area, nor permit the Water Meter 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 hereby warrants specially said Grant of Water Meter Easement and will execute such further assurances thereof as may be requisite.

SEVENTH: That Grantor hereby certifies that there are no suits, liens, leases, mortgages, or trusts affecting the Subject Property, other than those for which the holder in interest has signed this document or otherwise consented in writing to this Grant of Water Meter Easement. Grantor further certifies that all parties with an interest in the Subject Property necessary to give full effect to this Grant of Water Meter Easement have signed or consented in writing to this document.

EIGHTH: This Grant of Water Meter Easement (including all terms, covenants and agreements contained therein) shall run with the title to the Subject Property and shall bind the Grantor and its executors, administrators, successors, and assigns.

WITNESS: hand and seal the day and year first hereinabove written.

WITNESS:

GRANTOR:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: _____
Name: _____
Title: _____

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 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]

* * *

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 _____, 202_.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

Return original instrument to:

Pulte Home Company
9302 Lee Highway, Suite 1000
Fairfax, VA 22031

**EXHIBIT A
OCTOBER 24, 2025
DESCRIPTION OF PART OF
METROPLACE AT TWINBROOK
PLAT NO. ~~
4TH ELECTION DISTRICT,
MONTGOMERY COUNTY, MARYLAND**

Being two (2) parts of the property acquired by Pulte Home Company, LLC, a Michigan limited liability company from Twinbrook Community Church, a Maryland non-profit corporation, by deed dated October 1, 2025 and recorded in Book 69704 at Page 255, and also being part of Parcel A-1 and Lot 2, MetroPlace at Twinbrook, recorded as Plat No.~~, all among the Land Records of Montgomery County, Maryland and being more particularly described in the datum of Maryland State Plane (NAD 83/11) as follows:

PART 1

Beginning for the same at a point on the curved plat line with an arc length of 60.30 feet with the radius of 1,740.00 feet, being 26.17 feet easterly from the westerly end of the aforesaid plat line of Parcel A-1, MetroPlace at Twinbrook, said point also being on the southwesterly public Right of Way line of Halpine Road, 60 foot wide, recorded as Plat No. 8189 among the aforesaid Land Records; thence running with said southwesterly public Right of Way line of Halpine Road

1. 5.00 feet along the arc of a non-tangent curve to the right having a radius of 1,740.00 feet and a chord bearing and distance of North 58° 23' 05" East, 5.00 feet to a point; thence leaving said southwesterly public Right of Way line of Halpine Road and running so as to cross and include a portion of the aforesaid Parcel A-1, the following seven (7) courses and distances
2. South 30° 14' 29" East, 9.88 feet to a point; thence
3. South 75° 14' 29" East, 2.90 feet to a point on a line; thence
4. North 59° 45' 31" East, 8.59 feet to a point on a line; thence
5. South 30° 14' 29" East, 5.00 feet to a point on a line; thence
6. South 59° 45' 31" West, 10.66 feet to a point on a line; thence
7. North 75° 14' 29" West, 7.05 feet to a point on a line; thence
8. North 30° 14' 29" West, 11.84 feet to the point of beginning, containing 127 square feet or 0.0029 acres of land as shown on Exhibit B attached herewith.

PART 2

Beginning for the same at a point on the North 59° 25' 33" East, 24.00 foot plat line of the aforesaid Parcel A-1, MetroPlace at Twinbrook, being 12.42 feet easterly from the westerly end thereof, said point also being on the southwesterly public Right of Way line of the aforesaid Halpine Road; thence running with



said southwesterly public Right of Way line of Halpine Road

1. North 59° 25' 33" East for a distance of 5.00 feet to a point; thence leaving said southwesterly public Right of Way line and running so as to cross and include a portion of the aforesaid Parcel A-1 and Lot 2, MetroPlace at Twinbrook, recorded as Plat No.~~ among the aforesaid Land Records, the following seven (7) course and distances
2. South 32° 13' 27" East, 2.66 feet to a point; thence
3. South 77° 13' 27" East, 10.70 feet to a point; thence
4. North 59° 18' 43" East, 8.83 feet to a point; thence
5. South 32° 13' 27" East, 5.00 feet to a point; thence
6. South 57° 46' 33" West, 10.67 feet to a point; thence
7. North 77° 13' 27" West, 15.17 feet to a point; thence
8. North 32° 13' 27" West, 4.87 feet to the point of beginning, containing 134 square feet or 0.0031 acres of land as shown on Exhibit B attached herewith.

The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section .08 and .12 of the Code of Maryland Regulations (COMAR) as enacted and amended.

Date

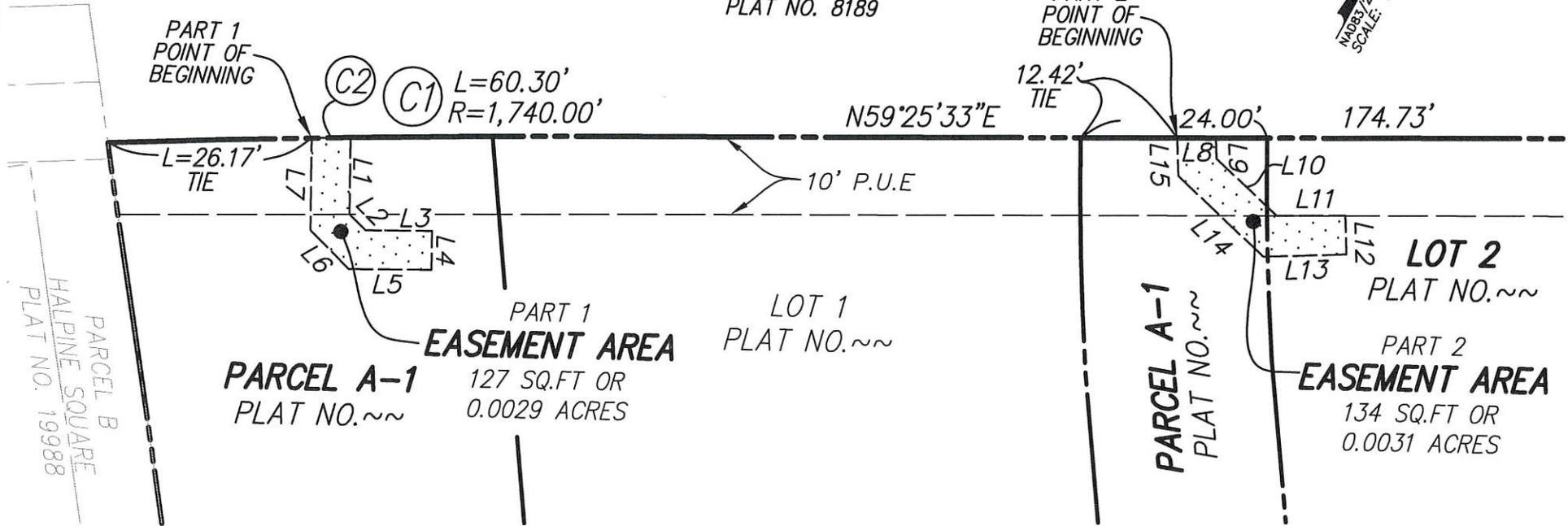
Joshua G. Price
Professional Land Surveyor
Maryland No. 21846
License Expires: May 31, 2026



LINE TABLE			CURVE TABLE						
NO.	BEARING	DISTANCE	NO	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	DELTA
L1	S30°14'29"E	9.88'	C1	1740.00'	60.30'	30.15'	N58°26'00"E	60.30'	01°59'08"
L2	S75°14'29"E	2.90'	C2	1740.00'	5.00'	2.50'	N58°23'05"E	5.00'	00°09'53"
L3	N59°45'31"E	8.59'							
L4	S30°14'29"E	5.00'							
L5	S59°45'31"W	10.66'							
L6	N75°14'29"W	7.05'							
L7	N30°14'29"W	11.84'							
L8	N59°25'33"E	5.00'							
L9	S32°13'27"E	2.66'							
L10	S77°13'27"E	10.70'							
L11	N59°18'43"E	8.83'							
L12	S32°13'27"E	5.00'							
L13	S57°46'33"W	10.67'							
L14	N77°13'27"W	15.17'							
L15	N32°13'27"W	4.87'							

HALPINE ROAD
 60 FOOT WIDE
 PLAT BOOK 54 PLAT NO. 4354
 PLAT NO. 8189

MAD83/2011
 SCALE: 1"=20'



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EXHIBIT B
METROPLACE
 PLAT NO. ~~~
 4TH ELECTION DISTRICT
 ROCKVILLE, MARYLAND



VIKA MARYLAND, LLC
 20251 Century Blvd., Suite 400
 Germantown, MD 20874
 301.916.4100 | vika.com
 Our Site Set on the Future.

DRAWN BY: ST
 DESIGNED BY: VIKA
 DATE ISSUED: 9/23/2025
 PROJECT No. VM50639
 SHEET No. 1 OF 1