

Parcel Identifier No. 04-01779638

GRANT OF WATER METER EASEMENT

THIS GRANT OF WATER METER EASEMENT is made this _____ day of _____, 20__ by **COMMUNITY ASSOCIATES, LLC**, a Maryland 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:

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.

WHEREAS, the Grantor desires to develop the Subject Property in accordance with the terms and conditions of Site Plan No. STP 2024-00493 approved on October 23, 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 reseedling 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 assigns.

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:

COMMUNITY ASSOCIATES, LLC,
a Maryland 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:

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

EXHIBIT A

DESCRIPTION OF WATER METER EASEMENT AREA

EXHIBIT B

PLAN SHOWING WATER METER EASEMENT AREA