

GRANT OF STORM DRAIN EASEMENT

THIS GRANT OF STORM DRAIN EASEMENT is made this _____ day of _____, 2025, by and between **TOWER-DAWSON, LLC**, a Maryland limited liability company (hereinafter “**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 Parcel E, in Block D, in the Tower Oaks Subdivision, as shown on Plat No. 23507 (the “**Plat**”), recorded in the Land Records of Montgomery County, Maryland (the “**Property**”), which is immediately adjacent to Parcel D, in Block D, in the Tower Oaks Subdivision, as shown on the Plat (the “**Adjacent Property**”), which Adjacent Property is anticipated to be redeveloped and improved with residential townhouses and certain other improvements (the “**Redevelopment**”); and

WHEREAS, as a condition of the Redevelopment, the City requires that a storm drain easement be imposed upon the Property, in the area described on **Exhibit A** and identified as the “Storm Drain Easement Area” on **Exhibit B**, both attached hereto and made a part hereof (the “**Storm Drain Easement Area**”).

WITNESSETH: That in consideration of the sum of Ten Dollars (\$10.00) paid by the City, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the City, its successors and assigns, a storm drainage easement within the Storm Drain Easement Area.

TO HAVE AND TO HOLD, said Storm Drain Easement Area, together with the rights and privileges to the 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: Grantor shall not, without the prior written consent of the City, which consent may be provided for in a permit or other governmental approval for improvements within the Storm Drain Easement Area, perform or permit the following within the Storm Drain Easement Area: (i) the erection or installation of any structure, building or other improvements, (ii) the excavation or filling of land, or (iii) the installation of trees. Absent the prior written consent of the City, Grantor shall not use nor permit the Storm Drain Easement Area to be used, in any manner that interferes with the free and unobstructed use thereof by the City for the purposes contained herein.

SECOND: The City, its successors and assigns, shall at all times have a non-exclusive right of ingress and egress to and from the Storm Drain Easement Area for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating, and inspecting the Storm Drain System (as hereinafter defined); provided such ingress and egress occurs from any public road or public right-of-way adjacent to or in close proximity to the Storm Drain 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.

THIRD: Whenever the City undertakes repairs or maintenance pursuant to this Grant of Storm Drain Easement, the City shall take all reasonable measures to restore the Storm Drain

Easement Area to its original condition, that is disturbed or damaged by the City's repair and maintenance work.

FOURTH: All underground storm drain pipes and appurtenances which are installed pursuant to this Grant of Storm Drain Easement in the Storm Drain Easement Area (collectively, the "***Storm Drain System***") shall be and remain the property of the City, its successors, and assigns.

FIFTH: Absent the prior written consent of the City, Grantor shall not use nor permit the Storm Drain 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: Grantor hereby certifies that there are no suits, liens, leases, mortgages, or trusts affecting the Storm Drain Easement Area, other than those for which the holder in interest has signed these documents or otherwise consented in writing to this Grant of Storm Drain Easement. Grantor further certifies that all parties with an interest in the Property necessary to give full effect to this Grant of Storm Drain Easement have signed or consented in writing to this document.

SEVENTH: Grantor warrants specially the easements granted herein, and shall execute such further assurances thereof as may be requisite.

EIGHTH: This Grant of Storm Drain Easement (including all terms, covenants, and agreements contained herein) shall run with the title to the Property and shall bind the Grantor and her/his/its executors, administrators, successors, and assigns.

[SIGNATURE PAGES FOLLOW]

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

WITNESS:

GRANTOR:

TOWER-DAWSON, LLC,
a Maryland limited liability company

By: TOWER MD HOLDINGS, LLC
Managing Member

Print Name: _____

By: _____
Name: _____
Title: Manager

STATE OF MARYLAND)
) to wit:
COUNTY OF MONTGOMERY)

I hereby certify that on this ____ day of April, 2025, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the Manager of TOWER MD HOLDINGS, LLC, a Managing Member of TOWER-DAWSON, LLC, a Maryland limited liability company, and that such individual, in such capacity and being authorized to do so, executed the foregoing and annexed instrument on behalf of such corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

WITNESS:

CITY:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**

Print Name: _____

By: _____
Name: _____
Title: _____

Reviewed for legal sufficiency by:

Robert Dawson
City Attorney

* * *

STATE OF: _____

*

*

COUNTY OF: _____

*

I hereby certify that on this _____ day of _____, 2025, 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 _____, 2025.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

TAX ACCT NOS: 04-03580393

VIKA Maryland, LLC
20251 Century Blvd.
Suite 400
Germantown, MD 20874
301.916.4100
vika.com

**EXHIBIT B
DESCRIPTION OF PART OF THE PROPERTY OF
TOWER-DAWSON LLC
LIBER 18350 FOLIO 687
AND BEING PART OF
PARCEL E, BLOCK D
TOWER OAKS
PLAT NO. 23507
4TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND**

Being part of the property acquired by Tower-Dawson LLC, a Maryland limited liability company, from Tower-Dawson Limited Partnership, a Maryland limited partnership, by deed dated August 29, 2000 and recorded in Liber 18350 at Folio 687 and also being part of Parcel E, Block D, Tower Oaks as shown on Plat No. 23507 all among the Land Records of Montgomery County, Maryland and being more particularly described in the datum of Maryland State Grid North (NAD83/2011) as follows:

Beginning for the same at a point marking the southerly end of the North 04° 00' 21" East, 63.00 foot plat line of Parcel A and Lot 29, Block A, Tower Preserve, recorded in Plat No. _____ among the aforesaid Land Records, said point also marking the common corner of Parcel E, Block D, Tower Oaks, recorded as Plat No. 23507 among the aforesaid Land Records; thence running with the common line of Lots 18 through 29 and Parcel B, Block A, Tower Preserve

1. South 77° 14' 39" East, 83.50 feet to a point; thence
2. South 72° 14' 39" East, 132.00 feet to a point; thence
3. South 73° 59' 39" East, 61.50 feet to a point; thence
4. South 55° 59' 39" East, 28.50 feet to a point; thence
5. South 75° 59' 39" East, 73.83 feet to a point; thence leaving said common line of Parcel B, Block A, Tower Preserve and running so as to cross and include a portion of said Parcel E, Block D, Tower Oaks, the following nine (9) courses and distances
6. South 22° 12' 55" West, 9.20 feet to a point; thence
7. North 74° 10' 40" West, 341.34 feet to a point; thence
8. North 80° 57' 29" West, 22.80 feet to a point; thence
9. South 07° 50' 58" West, 3.74 feet to a point; thence
10. North 82° 09' 02" West, 19.34 feet to a point; thence
11. South 15° 45' 56" West, 14.07' to a point on the common line of an existing Storm Drain Easement as shown on a plat recorded in Plat Book 159 as Plat No. 18042 among the aforesaid Land Records; thence running with a portion of said common line of an existing Storm Drain Easement
12. North 60° 44' 16" West, 28.80' feet to a point; thence leaving said existing Storm Drain Easement and continuing to cross and include a portion of the aforesaid Parcel E, Block D
13. North 15° 45' 56" East, 31.72' to a point; thence

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14. South 82° 09' 02" East, 33.46 feet to a point on the common line of said Parcel A, Block A, Tower Preserve, recorded as Plat No. _____ among the aforesaid Land Records; thence running with a portion of said common line Lot 29 and Parcel A, Block A, Tower Preserve
15. South 04° 00' 21" West, 4.11 feet to the point of beginning, containing 7,090 square feet or 0.16276 acres of land as shown on Exhibit C attached.

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.

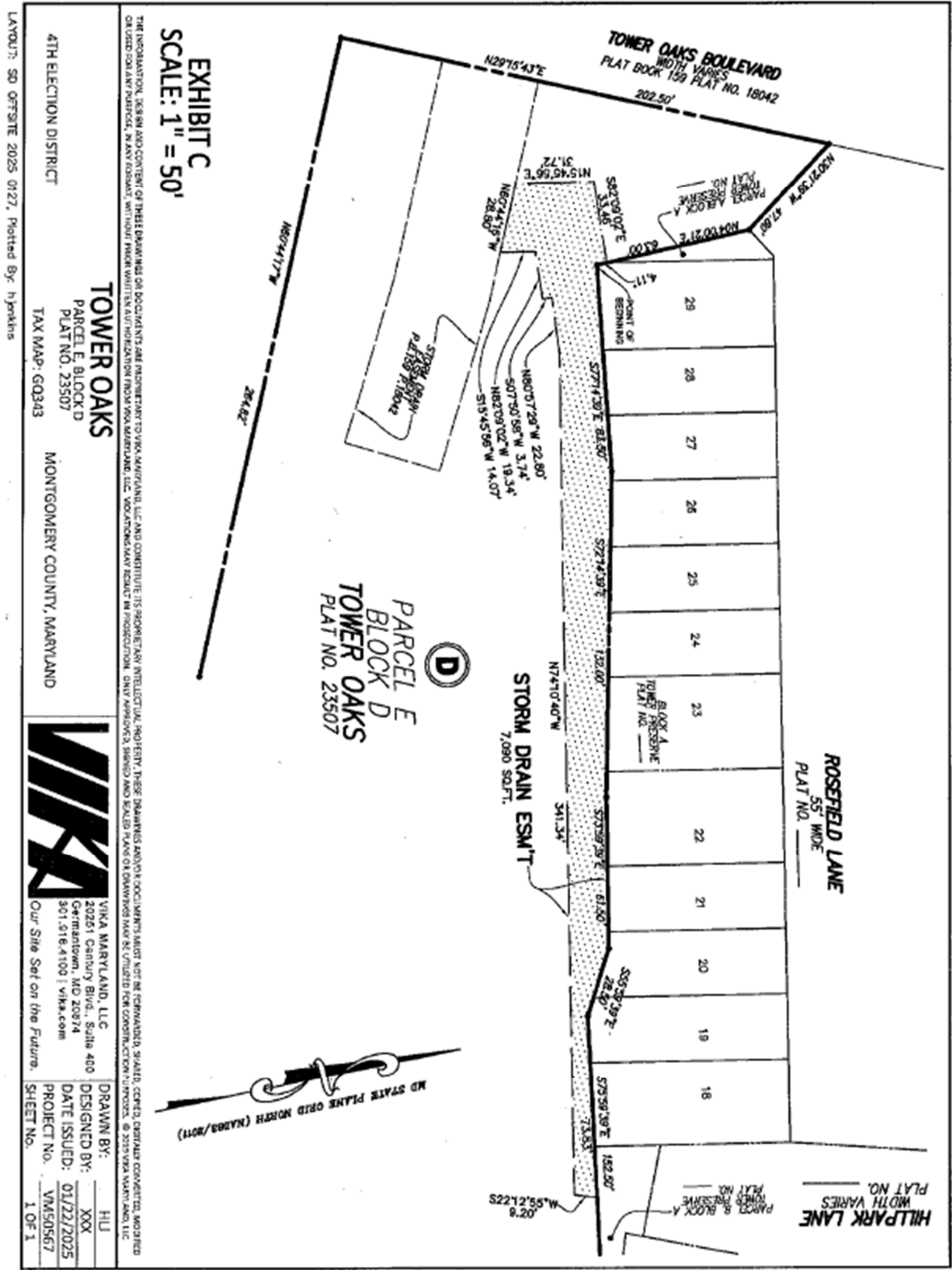
Date

Harry L. Jenkins
Property Line Surveyor
Maryland No. 606
License Expires: April 21, 2025

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