

REVOCABLE LICENSE AND MAINTENANCE AGREEMENT
[Towler Street at Tower Oaks]

THIS REVOCABLE LICENSE AND MAINTENANCE AGREEMENT (the "**Agreement**") is made this _____ day of _____, 2025, by and between (i) **THE MAYOR AND COUNCIL OF ROCKVILLE**, a Maryland municipal corporation, having an address at 111 Maryland Avenue, Rockville, Maryland 20850 ("**City**"), and (ii) **2000 TOWER OAKS BOULEVARD LLC**, a Maryland limited liability company, having an address at 2000 Tower Oaks Blvd., Rockville, Maryland 20852 (hereinafter referred to as "**2000 TOB**").

RECITALS:

WHEREAS, 2000 TOB is the developer of certain property located in Rockville, Maryland, at 2000 Tower Oaks Blvd., as more particularly described and shown as Parcel C, Block D, Tower Oaks ("**Property**") on Record Plat No. 23507 ("**Record Plat**") recorded in the Land Records of Montgomery County, Maryland ("**Land Records**"); and

WHEREAS, the Property is subject of Detailed Application No. CPD2005-0001M and Site Plan Application No. STP 2024– 00473, approved by the City of Rockville Planning Commission on December 14, 2005, and July 24, 2024, respectively, and subject to certain conditions noted in the approval letters dated January 9, 2006, and August 16, 2024, respectively (collectively, the "**Site Plan**"), allowing for the construction and development of a commercial office building under Detailed Application No. CPD2005-0001M ("**Office Building**") and single-family residential dwelling units, roadways, parking and open space and other improvements under Site Plan No. STP 2024 – 00473. The Office Building will be owned, operated and maintained by 2000 TOB in accordance with Detailed Application No.

CPD2005-0001M as the first phase ("**Phase 1**") of the Tower Oaks – West of Lake development project, and the single-family residential units and related facilities which will be developed and sold by Michael Harris Properties, LLC (or its successor in interest) under Site Plan No. STP 2024-00473 as the second phase ("**Phase 2**") of the West of Lake development project; and

WHEREAS, Phase 1 abuts, and Phase 2 includes, a public right-of-way known as "Street A," now to be known as Towler Street, including associated sidewalks and other infrastructure located within the public right-of-way under jurisdiction of the City, as the same right-of-way was dedicated to public use with the recordation of Record Plat No. _____ (the "**New Record Plat**") recorded in the Land Records as Plat No. _____; and

WHEREAS, the New Record Plat dedicated Towler Street and its right-of-way, abutting Phase 1, to the City of Rockville; and

WHEREAS, Condition No. 20 of the Site Plan requires that 2000 TOB execute a revocable License and Maintenance Agreement for private uses and private improvements located within, and to remain within, the newly created right-of-way of Towler Street; and

WHEREAS, 2000 TOB intends to use, access, operate, maintain, clean, inspect, restore, replace, and repair improvements within, above, and below the License Area (defined below) which were installed by or were otherwise maintained or operated by 2000 TOB on or before the date of this Agreement (collectively, the "**2000 TOB Improvements**"), including the following:

(a) directional and identification signs (Exhibits B-13, B-14 and B-15)

(b) streetlights, including those with attached cameras located along the northern (but not the southern) boundary of Towler Street;

(c) wiring and conduits supplying electricity to said streetlights (Exhibits B-1, B-2, and B-3),

(d) wiring and conduits supplying telephone, cable t.v., and fiber optic services to the Office Building (Exhibits B-4, B-5, B-6, B-7, B-8, and B-9),

(e) wiring and conduits supplying electricity to the Office Building (Exhibits B-1 and B-2),

(f) a sewer line, serving the Office Building (Exhibit B-11),

(g) a storm drain line serving the Office Building (Exhibits B-10, B-11, and B-12),

(h) a trench drain along the east side of the underground garage (Exhibit B-12),

(i) a grease trap serving the Office Building (Exhibit B-11), and

(j) an area projecting five (5) feet west from the face of a retaining wall adjacent to the south side of the right-of-way (Exhibits B-11 and B-12).

All or a portion of the improvements referenced in (a) through (j) are shown on the attached Exhibit B. As used herein, the term "**Relocatable Improvements**" shall mean those of the 2000 TOB Improvements listed in (a) through (d) above, while the term "**Permanent Improvements**" shall mean and refer to those of the 2000 TOB Improvements listed in (e) through (j) above and that do not constitute a Relocatable Improvement.

WHEREAS, the City and 2000 TOB desire to ensure 2000 TOB's continued ability to use, install, access, operate, maintain, clean, inspect, restore, replace, and repair the 2000 TOB Improvements; and

WHEREAS, the City requires a revocable License and Maintenance Agreement to be entered into between the City and 2000 TOB governing 2000 TOB's rights and obligations to use, install, access, operate, maintain, clean, inspect, restore, replace, and repair the 2000 TOB Improvements within and from the License Area; and

WHEREAS, Mayor and Council desire to foster the vitality of the Tower Oaks West of Lake Project and agree to grant a revocable license to 2000 TOB for the 2000 TOB Improvements within, on, under and above the License Area, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the legal sufficiency of which is hereby acknowledged, 2000 TOB and the City hereby agree as follows:

1. **Grant of Revocable License.** The City hereby grants to 2000 TOB, its successors and assigns, a non-exclusive, revocable license within, on, under, and above the public rights-of-way known as Towler Street and its related public improvements easement, as more fully depicted on Exhibit A, attached hereto and incorporated herein (the "**License Area**") for the purpose of using, installing, accessing, operating, maintaining, cleaning, inspecting, restoring, replacing, and repairing the 2000 TOB Improvements, as their locations are

depicted on Exhibit B and as they are described on Exhibit C, subject to the terms and conditions set forth herein.

2. **Term.** The term of this License Agreement shall commence as of the effective date and continue for a period of ninety-nine (99) years thereafter, subject to earlier partial termination by the City with respect to the Relocatable Improvements only, as provided herein, or by 2000 TOB upon thirty (30) days advance written notice to the City. The term of this License Agreement may be extended for an additional period of ninety-nine (99) years upon 2000 TOB's written request to the City. The City's approval of such extension request shall not be unreasonably withheld, conditioned or delayed.
3. **Installation of the 2000 TOB Improvements.** The installation of the 2000 TOB Improvements within, on, under, and above the License Area, took place in accordance with the implementation of Detailed Application No. CPD2005-0001M for the Office Building.
4. **Maintenance.** 2000 TOB shall be responsible for the continual maintenance of the 2000 TOB Improvements in a safe and workmanlike manner. 2000 TOB will obtain all required permits, if any, before performing maintenance work within the right-of-way.
5. In the event that the City in its reasonable discretion determines that any of the 2000 TOB Improvements are in need of repair and/or maintenance (including replacement, and/or restoration), the City shall deliver to 2000 TOB written notice thereof, itemizing the work that the City requires to be performed and a mutually agreeable time frame in which the work needs to be performed, which time frame shall be reasonable in light of the work required, availability of parts and materials, public health and safety considerations, and

receipt of any required permits ("**Notice of Repair**"). In no event shall the time frame set forth in a Notice of Repair for commencement of such work be less than thirty (30) days from receipt of any required permits, for work not related to an immediate threat to public health and safety. In the event of an emergency (*i.e.*, immediate threat to public health and safety) requiring immediate repair and/or maintenance, the City may provide such Notice of Repair by telephone or electronic mail to 2000 TOB as specified in Paragraph 13, and which contact and contact information, as and if changed, shall be provided to the City in writing by 2000 TOB from time to time. In the event that 2000 TOB fails to timely commence performance of the work, or fails to diligently pursue the work to completion within the time period agreed upon by the parties, the City may, in its sole discretion, exercise self-help and enter upon the public right-of-way and perform the repair and/or maintenance set forth in the Notice of Repair. In the event the City exercises such self-help, 2000 TOB shall reimburse the City for all reasonable costs incurred by the City in connection with performing the work requested of 2000 TOB in the Notice of Repair. Such reimbursement shall be within thirty (30) days from receipt of a valid invoice itemizing costs incurred for such costs from the City.

6. **Complaints**. The City shall notify 2000 TOB in writing of any complaints it may receive in connection with or arising out of the installation or operation of the 2000 TOB Improvements, and provide 2000 TOB with a reasonable opportunity in light of the circumstances, to respond to and address such complaints.
7. **Relocation of Improvements**. (a) The relocation or termination of the Relocatable Improvements is set forth in, and governed by the provisions of Paragraph 8 hereof. (b)

The relocation or termination of the Permanent Improvements is set forth in, and governed by the provisions of Paragraph 9 hereof.

8. Relocation/Termination of Relocatable Improvements.

(a) If the City, in its reasonable discretion, determines: (i) that any or all of the Relocatable Improvements are not being properly maintained, or (ii) that it is no longer in the public interest to retain the Relocatable Improvements within, on, under, or above the License Area, or, (iii) should a conflict arise between 2000 TOB's private Relocatable Improvements and a City facility existing at the time of execution hereof, the City may require 2000 TOB to remove or begin removal of the Relocatable Improvements from or above the right-of-way upon written notice from the City to do so ("**Termination Notice**"). Upon receipt of a Termination Notice, 2000 TOB shall at its sole expense, relocate or eliminate said conflicting private improvement. Said relocation or elimination shall be completed as soon as practicable after receipt of said Termination Notice, but in no circumstances more than sixty (60) days following permit authorizations needed to proceed, unless an extension of the sixty (60) day limit is specifically granted in writing by the City to such reasonable time as may be agreed to by the City and 2000 TOB.

(b) The City shall use good faith efforts to designate locations for any relocated facilities that will permit the owner to continue to serve its existing tenants. Notwithstanding the foregoing, the owner shall not be required to pay to the City any permit fees in connection with a relocation required by the City under this section.

(c) Should 2000 TOB fail to remove the Relocatable Improvements within the time specified in the Termination Notice, or as agreed to in consultation with the City, the City may,

in its sole discretion, exercise self-help and enter upon the public right-of-way and/or adjacent sidewalk and remove the Relocatable Improvements in a safe manner that minimizes any adverse effect on the ongoing operation of the Office Building and its related facilities and its tenants, and thereafter dispose of said Relocatable Improvements in any manner that it deems appropriate. In the event the City exercises such self-help, the City shall have no obligation to 2000 TOB with respect to the Relocatable Improvements that have been removed, and 2000 TOB shall reimburse the City for all costs incurred by the City in connection with removing the Relocatable Improvements, if undertaken by the City. Such reimbursement shall be made within thirty (30) days from receipt of a valid invoice itemizing costs incurred for such costs from the City. The right of termination referenced herein shall be applicable to the Relocatable Improvements, only.

9. Relocation/Termination of Permanent Improvements. The Permanent Improvements may be required by the City to be relocated or removed at the request of the City under the following circumstances and conditions, by giving one hundred twenty (120) days advance written notice to 2000 TOB and following receipt of any required permits: (a) at the sole expense of 2000 TOB upon a redevelopment of fifty percent or more of Parcel C; or (b) at the sole expense of the City, upon a City determination of its desire to relocate one or more of the Permanent Improvements, while maintaining all existing services for operation of the 2000 Tower Oaks Boulevard Office Building; or (c) at the sole expense of 2000 TOB upon there no longer being a need for the particular Permanent Improvement due to a change of use in the Office Building that obviates the need for the facility.

10. Late Payments. If 2000 TOB fails to timely reimburse the City for any costs payable pursuant to this Agreement, said costs shall incur interest at a rate of ____% per annum

until paid, and the City shall have the right to pursue a judgment against 2000 TOB for such failure to pay in accordance with Section 13 herein.

11. 2000 TOB Indemnification. 2000 TOB shall indemnify and hold harmless the City Parties (defined below) from and against any and all liability or loss resulting from any claim of bodily injury or property damage to the extent the same arises from the negligence or intentional misconduct or breach of this Agreement by 2000 TOB (collectively, “**TOB Claims**”); provided, however, that 2000 TOB shall have no obligation to indemnify or hold the City Parties harmless in the event of direct negligence or intentional misconduct or breach of this Agreement by any or all of the City Parties. As used herein, the term “**City Parties**” shall mean and refer to the City and all of its officers, employees, agents, representatives, and servants. 2000 TOB shall maintain general liability insurance coverage for the License Area naming the City as an additional insured so as to protect the City against any and all claims for personal and property injuries, including death. Such insurance shall be in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, which such insurance shall be the primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees, and any insurance or self-insurance maintained by the City, shall be excess of the 2000 TOB’s insurance and shall not be called upon to contribute with it. At the request of the City, but not more frequently than once during any calendar year, 2000 TOB shall provide the City with a certificate evidencing the insurance required herein is in effect. Such certificate

evidencing compliance at the time of execution of this Agreement is attached as Exhibit D.

12. City Indemnification. Subject to the limitations and immunities provided by law, including but not limited to the Local Government Tort Claims Act, Section 5-303(a), Courts & Judicial Proceedings Article, Annotated Code of Maryland, the City shall indemnify and hold harmless the TOB Parties (defined below) from and against any and all liability or loss resulting from any claim of bodily injury or property damage to the extent the same arises from the negligence or intentional misconduct or breach of this Agreement by the City (collectively, “**City Claims**”); provided, however, that the City shall have no obligation to indemnify or hold the TOB Parties harmless in the event of direct negligence, intentional misconduct or breach of this Agreement by any or all of the TOB Parties. As used herein, the term “**TOB Parties**” shall mean and refer to 2000 TOB and all of its officers, employees, agents, representatives, and servants. For the purposes of clarification and not by way of limitation, it is understood and agreed that any damage to or removal of all or any portion of the 2000 TOB Improvements by any of the City Parties (or their consultants or contractors) shall constitute a breach of this Agreement, except and unless such removal is otherwise expressly permitted by this Agreement.

13. Notices. Except in the event of an emergency as set forth in Section 5 above, all notices given pursuant to this Agreement shall be in writing and shall be deemed duly given if personally delivered (with signed receipt), or sent by certified mail (return receipt requested, postage prepaid), or via a national overnight courier (with a receipt from the overnight

courier indicating delivery). The notice shall be deemed to have been received on the date indicated on the receipt.

Notices to the City shall be sent to:

Director of Public Works
City Hall
111 Maryland Avenue
Rockville, MD 20850-2364

With courtesy copies that shall not constitute notice to the:

Director of Community Planning & Development Services
and the City Attorney, at City Hall
111 Maryland Avenue
Rockville, MD 20850-2364

Notices to 2000 TOB shall be sent to:

2000 Tower Oaks Boulevard, LLC
c/o Tower-Dawson, LLC
Attention: Eric Posner
2000 Tower Oaks Blvd.
9th Floor
Rockville, MD 20852

With courtesy copies to:

2000 Tower Oaks Blvd., LLC
c/o Tower-Dawson, LLC
General Counsel
2000 Tower Oaks Blvd.
9th Floor
Rockville, MD 20852
Attention: Sandy Paik

and

Lerch, Early & Brewer, Chtd.
7600 Wisconsin Avenue
Suite 700
Bethesda, MD 20814
Attention: William Kominers and Christopher Ruhlen

14. Limitation of Liability. Notwithstanding anything contained herein to the contrary, 2000

TOB's liability arising out of or related to this Agreement, including without limitation on account of performance or non-performance of obligations, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, will be limited to 2000 TOB's interest in the Property, and shall in no event include consequential or punitive damages. No other asset of 2000 TOB or any other person or entity (including, without limitation, its officers, directors, shareholders and/or affiliates) shall be available to satisfy any such liability, nor shall any person or other entity (including, without limitation, its officers, directors, shareholders and/or affiliates) be held to have personal liability under this Agreement.

15. Other Remedies. The remedies set forth herein are not exclusive, and the City and 2000

TOB each may enforce this Agreement in any appropriate judicial and/or administrative forum. In addition to any other remedy available for breach of this Agreement, any party hereto shall have the right to bring an action for such other legal or equitable relief necessary to enforce the provisions of this Agreement or as may otherwise be available under applicable law. The substantially prevailing party in any such action shall be entitled to recovery of all costs and fees of any such legal action, including reasonable legal fees.

16. Entire Agreement. This Agreement, including this paragraph, contains the entire

agreement of the parties. The parties will not be bound by any verbal or oral agreements

or understandings that have not been expressly incorporated into this Agreement. This Agreement can only be modified or amended in writing signed by the parties.

17. Recordation. This Agreement or a memorandum thereof shall be recorded in the Land Records by the City or 2000 TOB, and, upon such recordation, the obligations hereunder shall constitute a covenant running with the land and shall be binding upon any successors or assigns of the parties. 2000 TOB also may assign all of its right, title and interest in this Agreement in connection with the financing, ground lease or sale of all or any portion of the Property. 2000 TOB must inform the City in writing of such assignment no later than 30 days after such assignment.

18. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland.

19. No Waiver. Failure of either party to enforce or insist upon compliance with any provision of this Agreement shall not constitute a waiver of such provision by such party.

IN WITNESS WHEREOF, the City and 2000 TOB have executed this Agreement
effective as of the date first written above.

2000 TOWER OAKS BOULEVARD, LLC

By: Tower Oaks Phase 2 Holdings
LLC, its Sole Member

By: Tower-Dawson, LLC
its Member

By: Tower MD Holdings, LLC,
its Managing Member

By: _____
Gary M. Abramson
Manager

By: Lerner Tower Oaks Holdings, LLC
its Member

By: Lerner Enterprises, LLC,
its Managing Member

By: _____
Edward L. Cohen
Manager

STATE OF MARYLAND

ss:

COUNTY OF MONTGOMERY

I hereby certify that on this ____ day of _____, 2025, before me, the undersigned, personally appeared _____ of 2000 Tower Oaks Boulevard, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself/herself to be the _____ of 2000 Tower Oaks Boulevard, LLC, a party to the foregoing, and that he/she, in such capacity and being authorized so to do, did execute the foregoing instrument for the purposes therein contained on behalf of the 2000 Tower Oaks Boulevard, LLC.

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

Notary Public

My Commission Expires: _____

STATE OF MARYLAND

ss:

COUNTY OF MONTGOMERY

I hereby certify that on this ____ day of _____, 2025, before me, the undersigned, personally appeared _____ of 2000 Tower Oaks Boulevard, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself/herself to be the _____ of 2000 Tower Oaks Boulevard, LLC, a party to the foregoing, and that he/she, in such capacity and being authorized so to do, did execute the foregoing instrument for the purposes therein contained on behalf of the 2000 Tower Oaks Boulevard, LLC.

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

Notary Public

My Commission Expires: _____

THE MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation of the State of Maryland.

By: _____
City Manager

STATE OF MARYLAND:

ss:

COUNTY OF MONTGOMERY:

I hereby certify that on this ____ day of _____, 2025, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be the City Manager of the Mayor and Council of Rockville, Maryland, a municipal corporation, and that he/she, as City Manager being authorized to do so, executed the foregoing and annexed instrument on behalf of the corporation for the purposes therein contained, and acknowledged the same to be the act and deed of the corporation, by signing the name of the Mayor and Council by himself/herself as City Manager.

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

Notary Public

My Commission Expires: _____

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Supreme Court of Maryland.

Assistant City Attorney
Mayor and Council of Rockville, Maryland

After Recording Mail To:

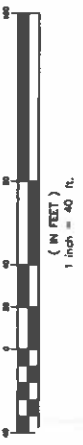
2000 Tower Oaks Boulevard, LLC
c/o Tower-Dawson, LLC
Attention: Eric Posner
2000 Tower Oaks Boulevard
9th Floor
Rockville, MD 20852

EXHIBIT A

[Depiction of License Area]

EXHIBIT A.

GRAPHIC SCALE



PILE LINE TABLE

NO.	BEARING	LENGTH
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CURVE TABLE

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4	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
5	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
6	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
7	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
8	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
9	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
10	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
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16	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
17	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
18	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
19	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
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30	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
31	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
32	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
33	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
34	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
35	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
36	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
37	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
38	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
39	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
40	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
41	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
42	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
43	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
44	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
45	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
46	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
47	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
48	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
49	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
50	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
51	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
52	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
53	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
54	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
55	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
56	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
57	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
58	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
59	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
60	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
61	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
62	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
63	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
64	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
65	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
66	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
67	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
68	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
69	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
70	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
71	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
72	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
73	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
74	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
75	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
76	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
77	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
78	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
79	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
80	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
81	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
82	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
83	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
84	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
85	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
86	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
87	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
88	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
89	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
90	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
91	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
92	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
93	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
94	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
95	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
96	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
97	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
98	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
99	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
100	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"

PLAT NO.

NOTES

- 1) THE SUBDIVISION IS LOCATED ON THE ASSESSMENT MAP NO. 08343 WITH THE TOWER PRESERVE SUBDIVISION.
- 2) THE SUBDIVISION IS COMPLETELY ZONED "P" TO BE PLANNED DEVELOPMENT - TOWER PRESERVE (MONTGOMERY COUNTY).
- 3) THE HORIZONTAL DATUM IS MARYLAND STATE PLANE (NAD83/2011).
- 4) THE SUBDIVISION IS NOT INTENDED TO BE A PART OF ANY OTHER SUBDIVISION AND IS NOT TO BE CONSIDERED AS SUCH.
- 5) THE PROPERTY IS SERVED BY CITY OF ROCKVILLE WATER AND SEWER SERVICES ONLY.
- 6) PARCELS 1-8 AND PARCELS 9-10 ARE SUBJECT TO THE EASEMENTS FOLLOWING RECORDED IN THE RECORDS OF MONTGOMERY COUNTY.
- 7) THE PROPERTY IS SUBJECT TO THE EASEMENTS FOLLOWING RECORDED IN THE RECORDS OF MONTGOMERY COUNTY.
- 8) THE PROPERTY IS SUBJECT TO THE EASEMENTS FOLLOWING RECORDED IN THE RECORDS OF MONTGOMERY COUNTY.
- 9) THE PROPERTY IS SUBJECT TO THE EASEMENTS FOLLOWING RECORDED IN THE RECORDS OF MONTGOMERY COUNTY.
- 10) THE PROPERTY IS SUBJECT TO THE EASEMENTS FOLLOWING RECORDED IN THE RECORDS OF MONTGOMERY COUNTY.

VICINITY MAP



LEGEND

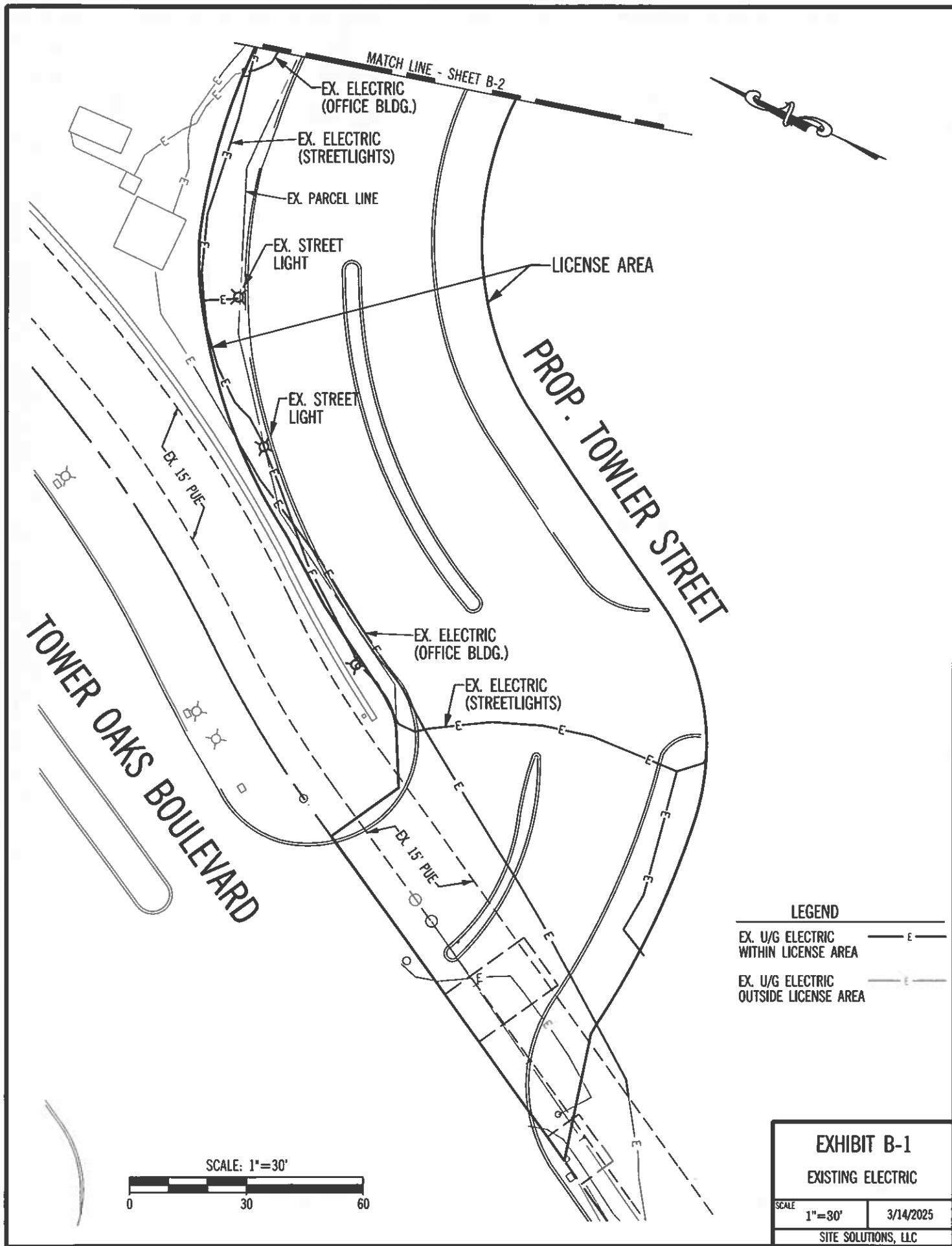
NO.	DESCRIPTION	AREA
1	LOT 1	0.0247 ACRES
2	LOT 2	0.0247 ACRES
3	LOT 3	0.0247 ACRES
4	LOT 4	0.0247 ACRES
5	LOT 5	0.0247 ACRES
6	LOT 6	0.0247 ACRES
7	LOT 7	0.0247 ACRES
8	LOT 8	0.0247 ACRES
9	LOT 9	0.0247 ACRES
10	LOT 10	0.0247 ACRES

AREA TABULATION

9 LOTS	0.247 ACRES
STREET DEDICATION	40.330 ACRES
TOTAL AREA OF THIS PLAT	64.971 ACRES

EXHIBIT B

[License Area, Depicting: (1) The Area of Towler Street, and
(2) the 2000 TOB Improvements]



TOWER OAKS BOULEVARD

PROP. TOWLER STREET

MATCH LINE - SHEET B-2

EX. ELECTRIC
(OFFICE BLDG.)

EX. ELECTRIC
(STREETLIGHTS)

EX. PARCEL LINE

EX. STREET
LIGHT

LICENSE AREA

EX. STREET
LIGHT

EX. ELECTRIC
(OFFICE BLDG.)

EX. ELECTRIC
(STREETLIGHTS)

LEGEND

EX. U/G ELECTRIC
WITHIN LICENSE AREA

EX. U/G ELECTRIC
OUTSIDE LICENSE AREA

EXHIBIT B-1

EXISTING ELECTRIC

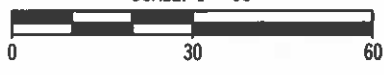
SCALE

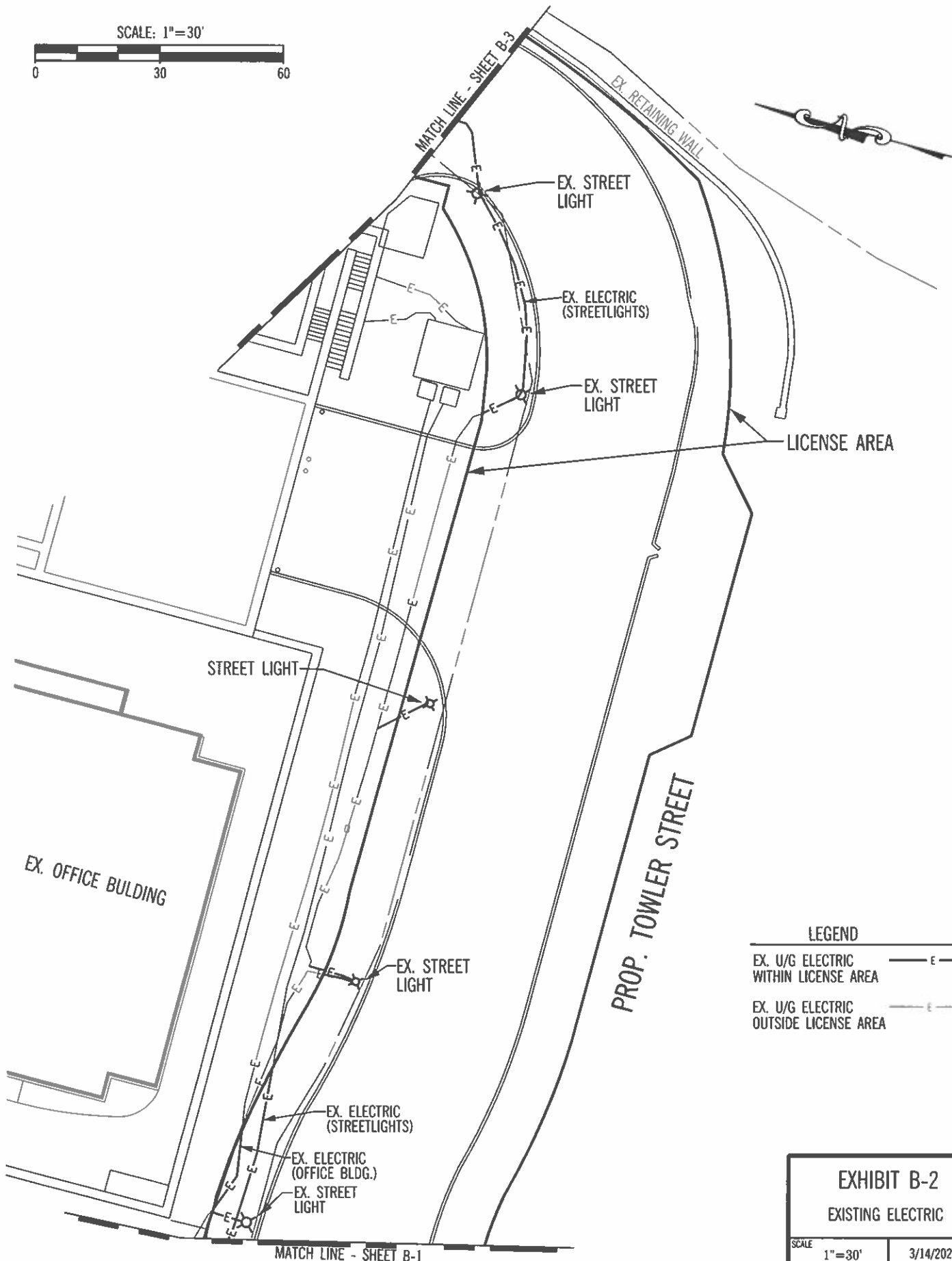
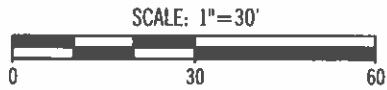
1"=30'

3/14/2025

SITE SOLUTIONS, LLC

SCALE: 1"=30'





LEGEND

- EX. U/G ELECTRIC WITHIN LICENSE AREA — E —
- EX. U/G ELECTRIC OUTSIDE LICENSE AREA - - - E - - -

EXHIBIT B-2

EXISTING ELECTRIC

SCALE	1"=30'	3/14/2025
SITE SOLUTIONS, LLC		

WOOTTON PARKWAY



PROP. TOWLER STREET

LICENSE AREA

EX. STREET LIGHT

EX. ELECTRIC (STREETLIGHTS)

EX. STREET LIGHT

EX. STREET LIGHT

EX. ELECTRIC (STREETLIGHTS)

LEGEND

- EX. U/G ELECTRIC WITHIN LICENSE AREA — E —
- EX. U/G ELECTRIC OUTSIDE LICENSE AREA - - - E - - -

SCALE: 1"=30'

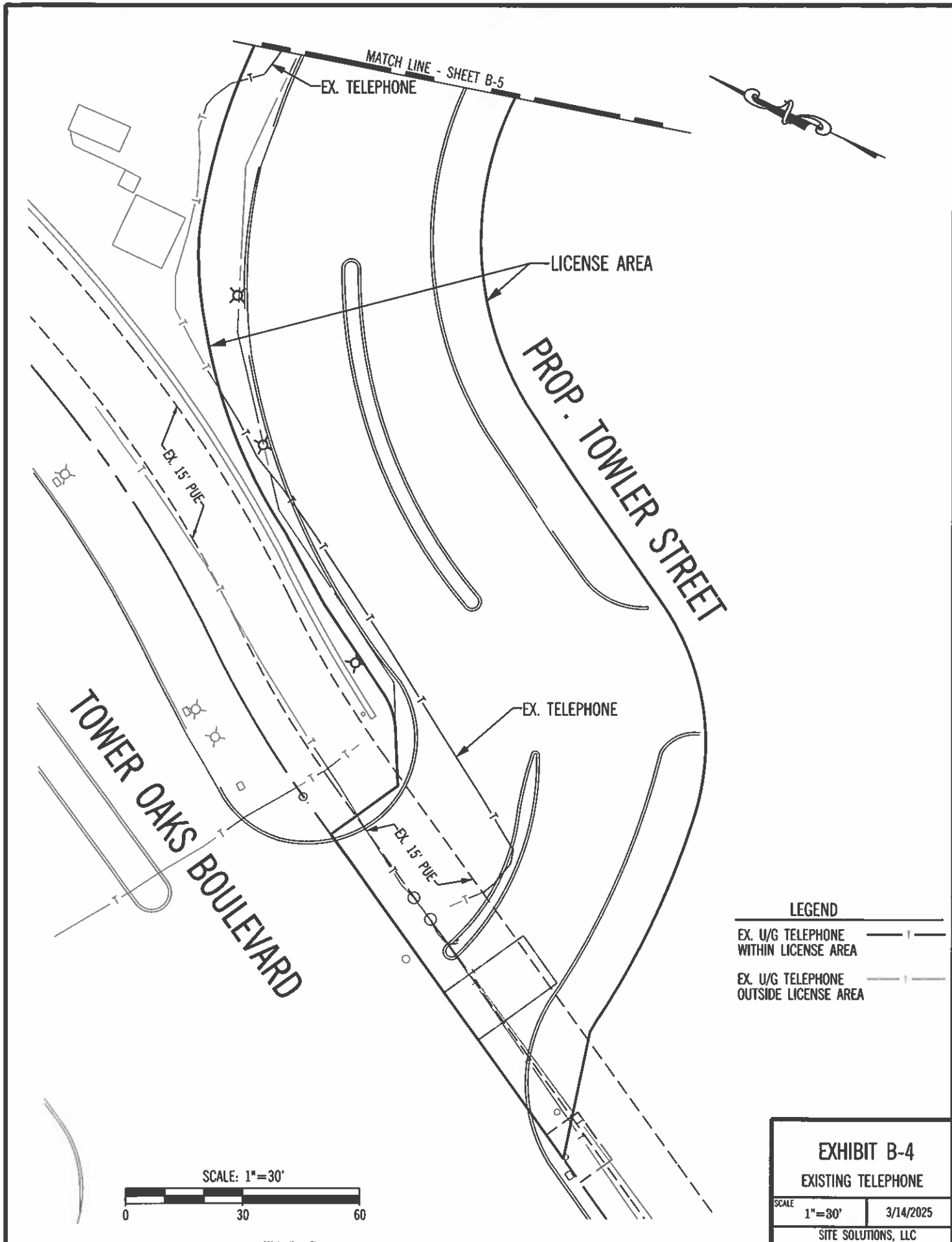


MATCH LINE - SHEET B-2

EXHIBIT B-3

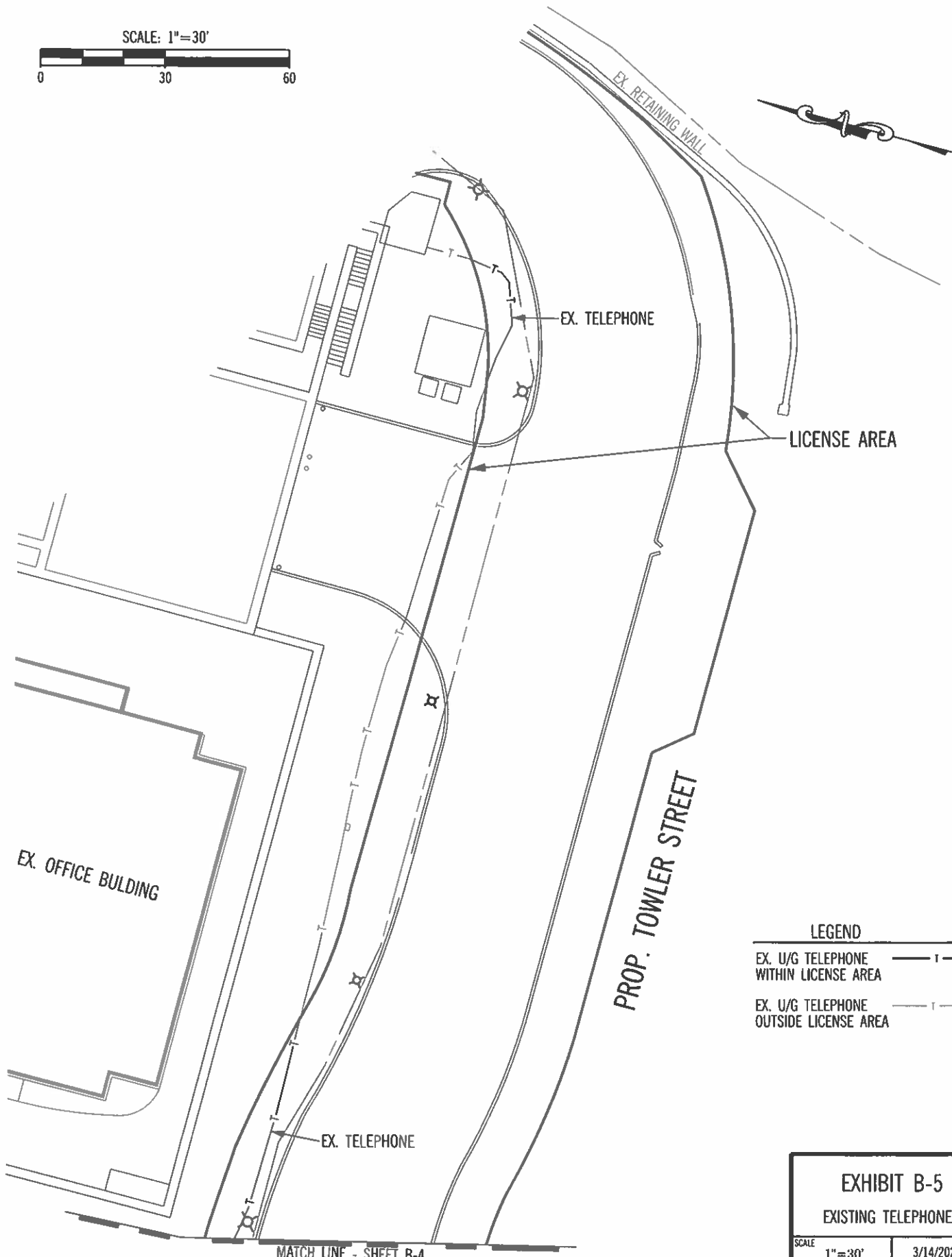
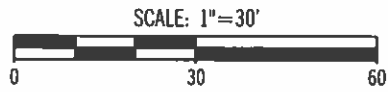
EXISTING ELECTRIC

SCALE	1"=30'	3/14/2025
SITE SOLUTIONS, LLC		



LEGEND	
EX. U/G TELEPHONE WITHIN LICENSE AREA	
EX. U/G TELEPHONE OUTSIDE LICENSE AREA	

EXHIBIT B-4	
EXISTING TELEPHONE	
SCALE	1"=30'
	3/14/2025
SITE SOLUTIONS, LLC	

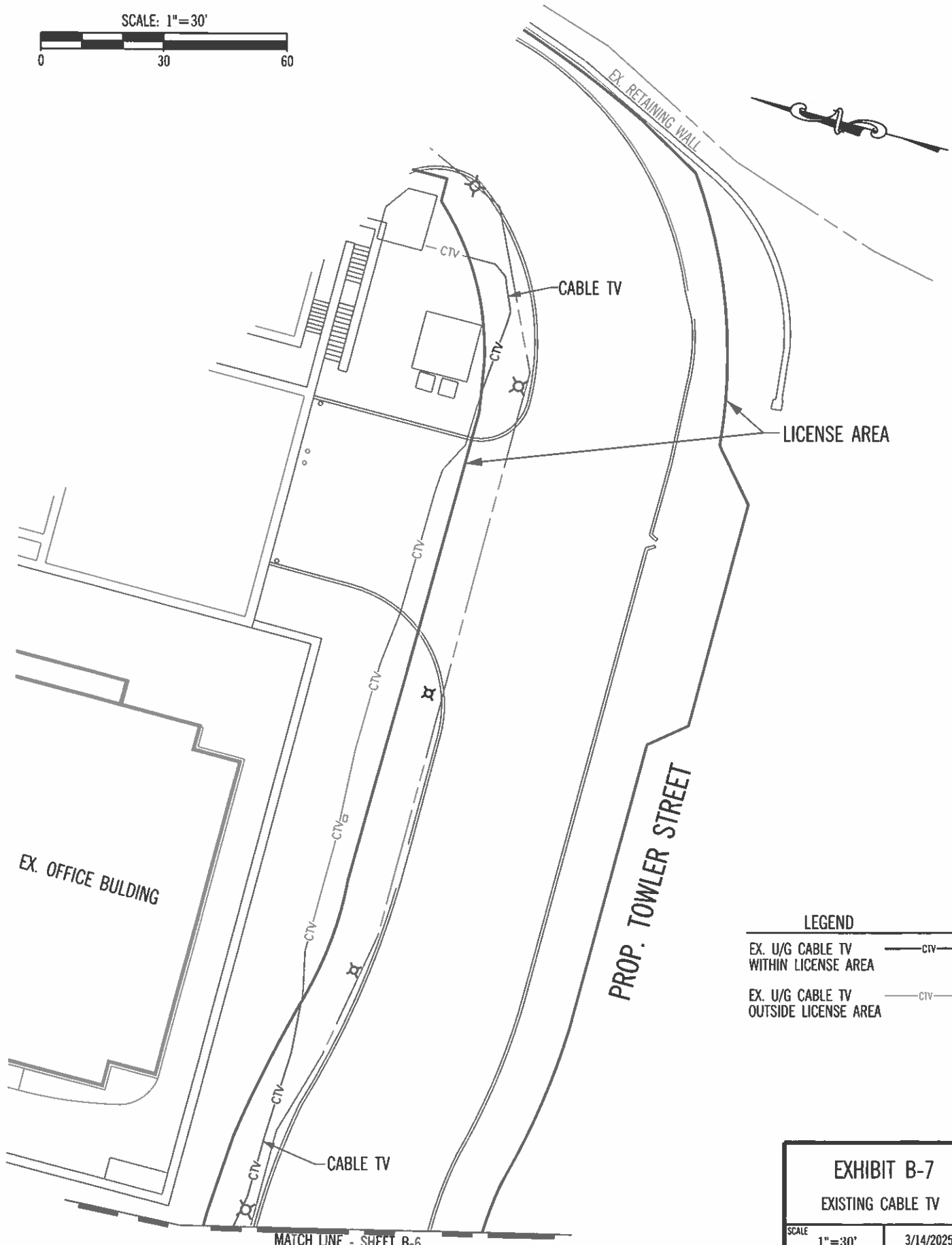
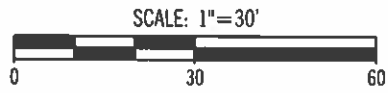


LEGEND	
EX. U/G TELEPHONE WITHIN LICENSE AREA	
EX. U/G TELEPHONE OUTSIDE LICENSE AREA	

EXHIBIT B-5
EXISTING TELEPHONE

SCALE 1"=30'	3/14/2025
SITE SOLUTIONS, LLC	

MATCH LINE - SHEET B-4



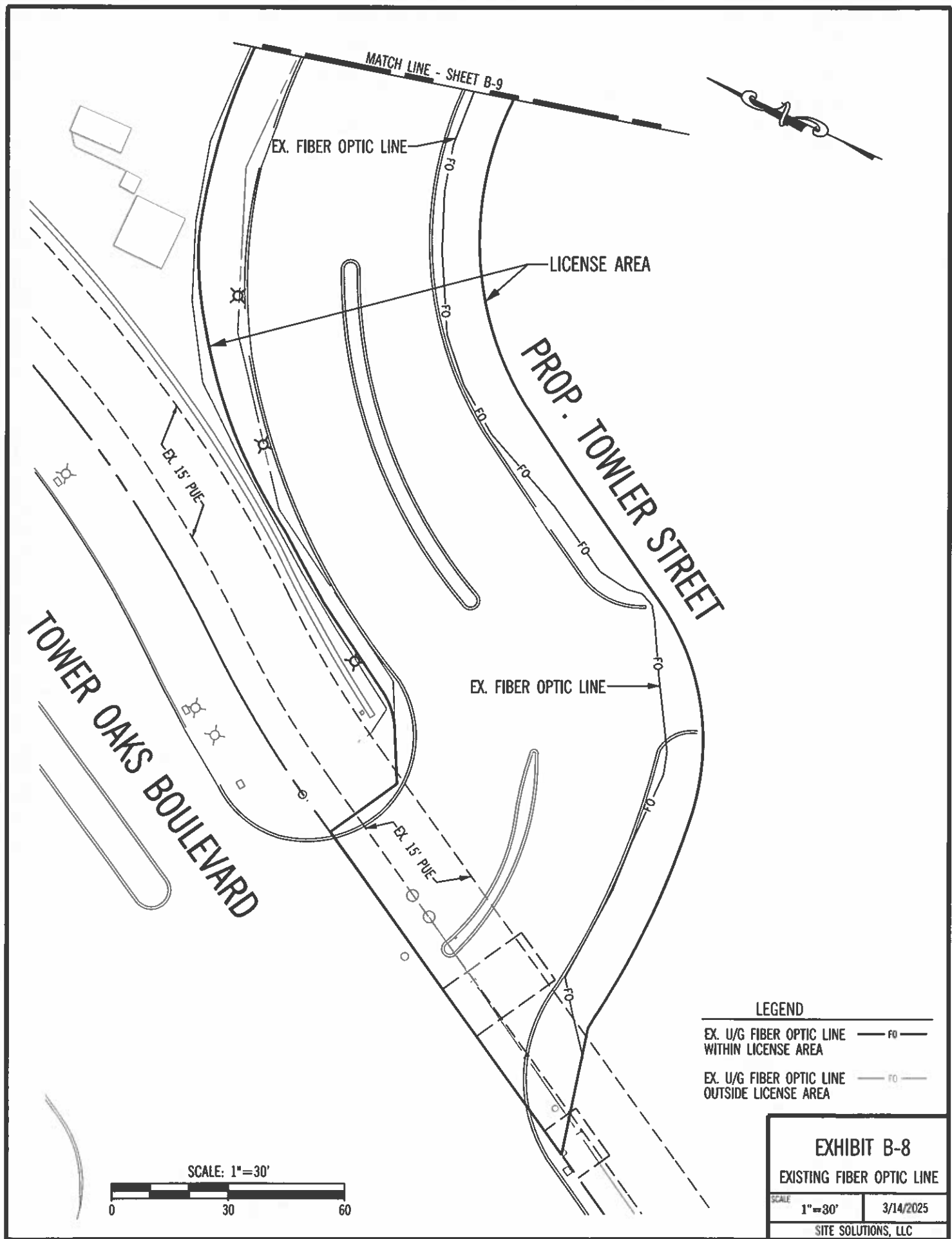
LEGEND

- | | |
|------------------------------------------|---------|
| EX. U/G CABLE TV
WITHIN LICENSE AREA | — CTV — |
| EX. U/G CABLE TV
OUTSIDE LICENSE AREA | — CTV — |

EXHIBIT B-7

EXISTING CABLE TV

SCALE	1"=30'	3/14/2025
SITE SOLUTIONS, LLC		





EX. RETAINING WALL

—EX. FIBER
OPTIC LINE

LICENSE AREA

EX. OFFICE BUILDING

EX. FIBER—
OPTIC LINE

PROP. TOWLER STREET

EX. U/G FIBER OPTIC LINE WITHIN LICENSE AREA ——— F0 ———

EX. U/G FIBER OPTIC LINE OUTSIDE LICENSE AREA ——— F0 ———

MATCH LINE - SHEET B-8

EXHIBIT B-9

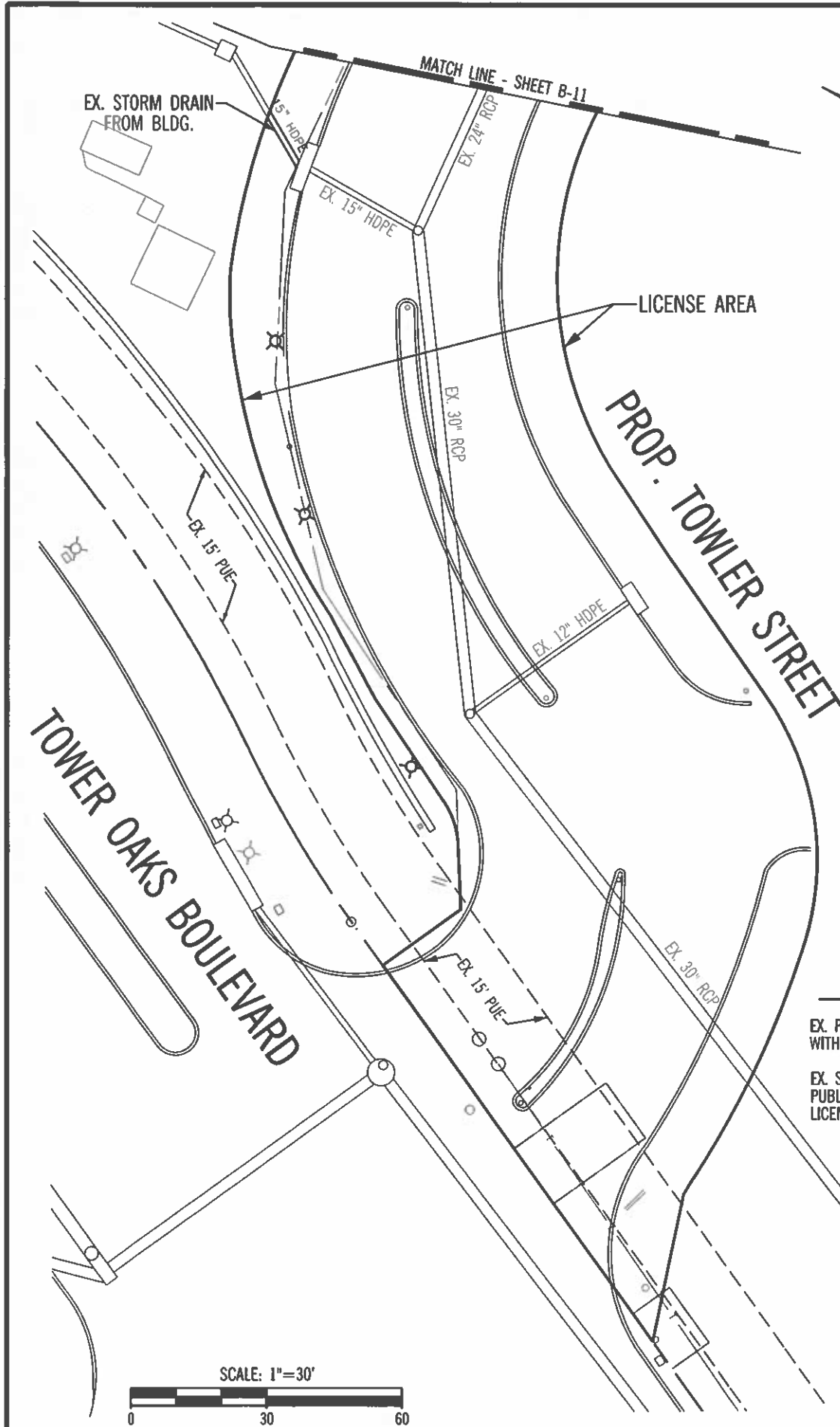
EXISTING FIBER OPTIC LINE

SCALE

$$1''=30'$$

3/14/2025

SITE SOLUTIONS, LLC



LEGEND	
EX. PRIVATE STORM DRAIN WITHIN LICENSE AREA	<u>12" HDPE</u>
EX. STORM DRAIN TO BE PUBLIC OR OUTSIDE LICENSE AREA	<u>12" HDPE</u>

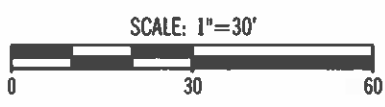
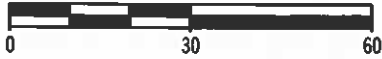


EXHIBIT B-10

EXISTING STORM DRAIN

SCALE	1"=30'	3/14/2025
SITE SOLUTIONS, LLC		

SCALE: 1"=30'



MATCH LINE - SHEET B-12

AREA 5' FROM
RETAINING WALL

EX. RETAINING WALL

LICENSE AREA

EX. 12" RCP

EX. 12" RCP

EX. 12" RCP

EX. 12" HDPE

EX. STORM DRAIN
FROM BLDG.

EX. 18" RCP

EX. 12" HDPE

PROP. PUBLIC SEWER

PROP. TOWLER STREET

EX. OFFICE BUILDING

EX. SEWER LINE
FROM BLDG.

EX. GREASE TRAP
FROM BLDG.

EX. SEWER LINE
FROM BLDG.

EX. 24" RCP

MATCH LINE - SHEET B-10

LEGEND

EX. PRIVATE STORM DRAIN WITHIN LICENSE AREA	<u>12" HDPE</u>
EX. STORM DRAIN TO BE PUBLIC OR OUTSIDE LICENSE AREA	<u>12" HDPE</u>
EX. PRIVATE SEWER WITHIN LICENSE AREA	— S —
EX. SEWER TO BE PUBLIC OR OUTSIDE LICENSE AREA	— S —
RETAINING WALL MAINTENANCE AREA	

EXHIBIT B-11
EXISTING STORM DRAIN,
SEWER, GREASE TRAP
& RETAINING WALL

SCALE 1"=30' 3/14/2025
SITE SOLUTIONS, LLC

WOOTTON PARKWAY



AREA 5' FROM
RETAINING WALL

EX. 12" RCP

EX. 8" PVC

EX. 12" HDPE

PROP. TOWLER STREET

LICENSE AREA

AREA 5' FROM
RETAINING WALL

EX. STORM DRAIN
FROM BLDG.

12" HDPE

TRENCH DRAIN
(SE CORNER)

EX. 12" RCP

LEGEND

EX. PRIVATE STORM DRAIN
WITHIN LICENSE AREA

12" HDPE

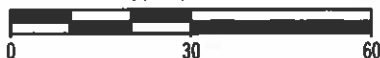
EX. STORM DRAIN TO BE
PUBLIC OR OUTSIDE
LICENSE AREA

12" HDPE

RETAINING WALL
MAINTENANCE AREA



SCALE: 1"=30'



MATCH LINE - SHEET B-11

EXHIBIT B-12

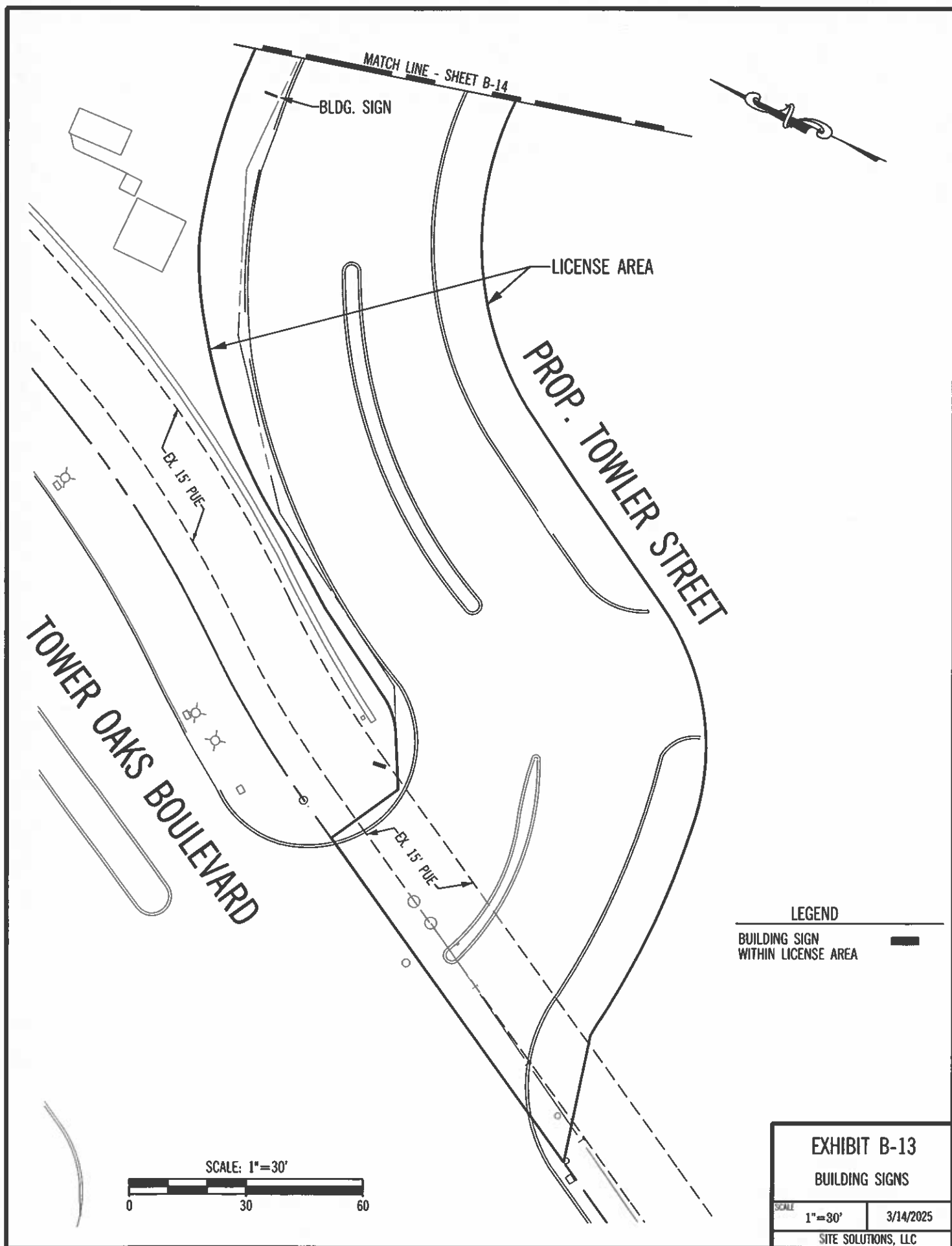
EXISTING STORM DRAIN,
& RETAINING WALL

SCALE

1"=30'

3/14/2025

SITE SOLUTIONS, LLC



LEGEND

BUILDING SIGN
WITHIN LICENSE AREA

EXHIBIT B-13

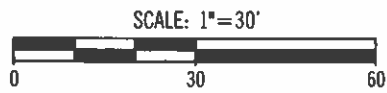
BUILDING SIGNS

SCALE

1"=30'

3/14/2025

SITE SOLUTIONS, LLC



MATCH LINE - SHEET B-15

EX. RETAINING WALL

BLDG. SIGN

LICENSE AREA

EX. OFFICE BUILDING

PROP. TOWLER STREET

LEGEND

BUILDING SIGN
WITHIN LICENSE AREA



MATCH LINE - SHEET B-13

EXHIBIT B-14
SIGNS

SCALE	1"=30'	3/14/2025
SITE SOLUTIONS, LLC		

WOOTTON PARKWAY



PROP. TOWLER STREET

EX. RETAINING WALL

BLDG. SIGN

LICENSE AREA

BLDG. SIGN

EX. RETAINING WALL

BLDG. SIGN

MATCH LINE - SHEET B-14

LEGEND

BUILDING SIGN
WITHIN LICENSE AREA

EXHIBIT B-15

BUILDING SIGNS

SCALE
1"=30'

3/14/2025

SITE SOLUTIONS, LLC

SCALE: 1"=30'



EXHIBIT C

[Description of 2000 TOB Improvements]

EXHIBIT D

[Certificate of Insurance]