

## GRANT OF SANITARY SEWER EASEMENT

THIS GRANT OF SANITARY SEWER EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by **TOWER-DAWSON, LLC**, a Maryland limited liability company (“**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 Parcel F, 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 certain easements for sanitary sewer lines within the Property in the areas described on Exhibit A and identified as the “Sewer Easement” on Exhibit B (the “**Sanitary Sewer 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, Grantor does hereby grant and convey to the City, its successors and assigns, a sanitary sewer easement over the Sanitary Sewer Easement Area for the purposes and on the terms and conditions set forth herein.

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

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

FIRST: Grantor, (a) without the prior written consent of the City, or (b) unless provided for in any issued permit or approval for improvements in the Sanitary Sewer Easement Area, will neither perform nor permit upon or within the above-described Sanitary Sewer 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.

SECOND: The City, its successors and assigns, shall at all times have a non-exclusive right of ingress and egress to and from said Sanitary Sewer Easement Area for the purpose of installing,

constructing, reconstructing, maintaining, repairing, operating, and inspecting the System (as hereinafter defined); provided that such right of ingress and egress is made from any public road or public right-of-way adjacent to or in close proximity to the Sanitary Sewer 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: All underground sanitary sewer pipes and appurtenances which are installed pursuant to this Grant of Sanitary Sewer Easement in the Sanitary Sewer Easement Area (collectively, the “**System**”) shall be and remain the property of the City, its successors, and assigns.

FOURTH: Without the prior written consent of the City, Grantor shall not use the Sanitary Sewer Easement Area, nor permit the Sanitary Sewer 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.

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

SIXTH: Grantor will warrant specially the easements granted herein and shall execute such further assurances thereof as may be requisite.

SEVENTH: The City shall take all reasonable measures to return the Sanitary Sewer Easement Area to its original condition whenever the City undertakes repairs and maintenance in accordance herewith.

EIGHTH: This Sanitary Sewer Easement (subject to all terms, covenants, and agreements contained herein) shall run with the title to the Property and shall bind the Grantor and its executors, administrators, successors, and assigns.

[SIGNATURES ON FOLLOWING PAGES]

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

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MARYLAND )  
 ) to wit:  
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 \_\_\_\_\_, known to me (or satisfactorily proven) to be the \_\_\_\_\_ 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 limited liability company 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: 04-03580405**  
SEWER

VIKA Maryland, LLC  
20231 Century Blvd.  
Suite 400  
Germantown, MD 20874  
301.916.4100  
vika.com

**EXHIBIT A  
DESCRIPTION OF PART OF THE PROPERTY OF  
TOWER-DAWSON LLC  
LIBER 18350 FOLIO 687  
BEING PART OF  
PARCEL F, 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 being part of Parcel F, Block D, Tower Oaks, recorded as 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 on the South 00° 04' 45" East, 57.94 foot common plat line of said Parcel F, Block D, Tower Oaks, and Parcel D, Block D, Tower Oaks as shown on said Plat No. 23507, being 0.69 feet northerly from the southerly end thereof; thence running with a portion of said common plat line

1. North 00° 04' 24" West, 22.52 feet to a point; thence leaving said common plat line of said Parcel D and F, Block D, Tower Oaks and running so as to cross and include a portion of said Parcel F, Block D, Tower Oaks, the following nine (9) courses and distances
2. South 46° 37' 04" East, 16.53 feet to a point; thence
3. South 89° 59' 39" East, 53.96 feet to a point; thence
4. South 76° 53' 48" East, 139.08 feet to a point; thence
5. South 23° 28' 56" East, 116.27 feet to a point on the common line of an existing 20 foot Sewer Right of Way, recorded in Liber 2334 at Folio 168 and Liber 2377 at Folio 382 all among the aforesaid Land Records; thence running with said common line of an existing 20 foot Sewer Right of Way.
6. South 16° 17' 57" West, 31.25 feet to a point; thence leaving said existing 20 foot Sewer Right of Way
7. North 23° 28' 56" West, 130.23 feet to a point; thence
8. North 76° 53' 48" West, 126.72 feet to a point; thence
9. North 89° 59' 39" West, 53.64 feet to a point; thence
10. North 48° 35' 48" West, 13.36 feet to the point of beginning, containing 6,442 square feet or 0.14789 acres of land and shown on Exhibit B attached.

*Our Site Set on the Future.*



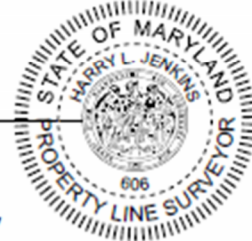
The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section .08 and .12 of the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

March 27, 2025

Date



Harry L. Jenkins  
Property Line Surveyor  
Maryland No. 606  
License Expires: April 21, 2027



Y:\S0501-S1000\S0567\DOCUMENTS\SURVEY DOCS\LEGAL DESCRIPTIONS\WATER & SEWER ESMT 2025 0123\S067-TOWER-SEWER-OFFSITE 0225 0324.DOC

*Our Site Set on the Future.*



