

GRANT OF SEWER EASEMENT

THIS GRANT OF SEWER EASEMENT is made this _____ day of _____, 2026, by and between **F.P. ROCKVILLE III LIMITED PARTNERSHIP**, a Maryland limited partnership (hereinafter referred to as “**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 certain real property located within Rockville, Maryland, described as Part of Ownership Lot 16-D, Block B, City Center as recorded in Plat No. 24265 among the Land Records of Montgomery County, Maryland (the “**Subject Property**”); and

WHEREAS, the Subject Property was developed in accordance with the terms and conditions of Site Plan Amendment No. STP2013-00153 approved on March 26, 2013 (the “**Approval**”); and

WHEREAS, the City requires a permanent easement for the sewer lines that have been installed within the Subject Property.

WITNESSETH: 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 complying with the Approvals, the Grantor does hereby grant and convey to the City, its successors and assigns, a sewer easement described (Exhibit A) and shown (Exhibit B) attached hereto and made a part hereof (the “**Easement Area**”).

TO HAVE AND TO HOLD said easement together with the rights and privileges to their 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: That Grantor will never erect nor permit to be erected any building or structure of any nature whatsoever nor fill or excavate, nor install any trees, within the Easement Area without the City’s prior written consent unless shown on the Approval; and

SECOND: That the City, its successors and assigns, shall at all times have a right of ingress and egress to said Easement Area for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating, and inspecting the Sanitary Sewer Systems (as hereinafter defined) within the Easement Area, said ingress and egress to be made generally from any adjacent public road or public right-of-way adjacent to or in close proximity to the 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; and

THIRD: That whenever the City undertakes repairs or maintenance pursuant to this easement, the City shall undertake all reasonable measures to restore the Easement Area to its original condition, except that Grantor shall be solely responsible for the repair, replacement, or reinstallation of any Grantor owned Private Amenities and paving materials not in accordance with City standards and specifications, in the Easement Area that are disturbed or damaged by the City's repair and maintenance work; and

FOURTH: That all underground sanitary sewer pipes and appurtenances which are installed pursuant to this easement in the Easement Area (collectively, the "**Sanitary Sewer System**") shall be and remain the property of the City, its successors, and assigns

FIFTH: That, without the prior written consent of the City, Grantor shall not use the Easement Area, nor permit the 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 will warrant specially said easement and will execute such further assurances thereof as may be requisite; and

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

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

[SIGNATURE PAGES FOLLOW]

WITNESS: hands and seals the day and year first hereinabove written.

WITNESS:

GRANTOR:

F.P. Rockville III Limited Partnership,
a Maryland limited partnership

By: _____

Name: _____

Title: _____

* * *

STATE OF: _____

*

*

COUNTY OF: _____

*

I HEREBY CERTIFY that on this _____ day of _____, 2026, 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 F.P. Rockville III Limited Partnership, 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 _____, 2026.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

[SIGNATURE PAGE FOLLOWS]

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 _____, 2026, 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 _____, 2026.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

Return original instrument to:
F.P. Rockville III Limited Partnership
c/o Foulger Pratt
12435 Park Potomac Avenue, Suite 200
Potomac, MD 20854

EXHIBIT A
DESCRIPTION OF EASEMENT AREA

**EXHIBIT A
METES AND BOUNDS DESCRIPTION
PROPOSED SANITARY SEWER EASEMENT**


BEING PART OF THE PROPERTY ACQUIRED BY F.P. ROCKVILLE III LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, FROM PENSION BENEFIT FUND, INC., A MARYLAND CORPORATION BY DEED DATED FEBRUARY 4, 2004, AS RECORDED IN LIBER MQR 26730 FOLIO 740, AND FROM F.P. ROCKVILLE II LIMITED LIABILITY PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP BY DEED DATED JULY 18, 2011, AS RECORDED IN LIBER LEK 41983 FOLIO 203, ALSO BEING PART OF OWNERSHIP LOT 16-D, BLOCK B, CITY CENTER AS RECORDED IN PLAT NO. 24265, ALL AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE DIVISION LINE BETWEEN OWNERSHIP LOT 16-C, BLOCK B, CITY CENTER (PLAT NO. 24265) TO THE EAST, AND OWNERSHIP LOT 16-D, BLOCK B, CITY CENTER (PLAT NO. 24265) TO THE WEST, WITH THE NORTHERLY RIGHT-OF-WAY LIMITS OF EAST MIDDLE LANE (70' WIDE RIGHT-OF-WAY), THENCE WITH SAID NORTHERLY RIGHT-OF-WAY LIMITS THE FOLLOWING TWO (2) COURSES AND DISTANCES;

- A. SOUTH 85° 32' 34" WEST, 27.48 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPOSED SANITARY SEWER EASEMENT, THENCE
- 1. CONTINUING, SOUTH 85° 32' 34" WEST, 10.00 FEET, THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LIMITS AND WITH A LINE THROUGH SAID OWNERSHIP LOT 16-D THE FOLLOWING THREE (3) COURSES AND DISTANCES;
- 2. NORTH 04° 27' 26" WEST, 10.00 FEET, THENCE;
- 3. CONTINUING, NORTH 85° 32' 34" EAST, 10.00 FEET, THENCE;
- 4. CONTINUING, SOUTH 04° 27' 26" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 100 SQUARE FEET OR 0.002 ACRES.

I HEREBY CERTIFY THAT THE METES AND BOUNDS DESCRIPTION HEREON WAS PREPARED BY ME PERSONALLY OR UNDER MY DIRECTION AND THAT THIS DESCRIPTION AND ANY SURVEY WORK REFLECTED HEREON WAS PREPARED IN COMPLIANCE WITH COMAR 09.13.06.12


ROBERT C. HARR, JR.
STATE OF MARYLAND
PROFESSIONAL LAND SURVEYOR NO. 21587
EXPIRATION DATE JANUARY 16, 2027



DATE

11-18-25

EXHIBIT B
SKETCH OF EASEMENT AREA

LEGEND:
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT



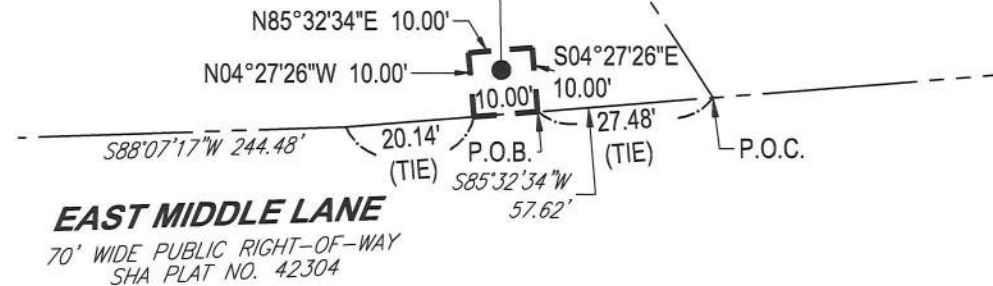
OWNERSHIP LOT 16-D
BLOCK B, CITY CENTER
PLAT NO. 24265

LANDS OF
F.P. ROCKVILLE III
LIMITED PARTNERSHIP
LIBER MQR 26730 FOLIO 740
LIBER LEK 41983 FOLIO 203
TM: GR342 G: 00 P: N181

OWNERSHIP LOT 16-C
BLOCK B, CITY CENTER
PLAT NO. 24265

LANDS OF
APG INVESTMENTS, LLC
LIBER KAB 68867 FOLIO 222
TM: GR342 G: 00 P: N183

**PROPOSED SANITARY
SEWER EASEMENT
AREA: 100 S.F. OR 0.002 AC.**



0 15 30
1"=30'

S-EASE-PLAT-MDC250007.00-0A.dwg

BOHLER //

12825 WORLDGATE DRIVE,
SUITE 700 HERNDON, VIRGINIA
20170 703.709.9500
www.bohlerengineering.com

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■ BALTIMORE, MD ■ SOUTHERN MARYLAND ■ NORTHERN VIRGINIA ■ WASHINGTON, DC ■ CENTRAL VIRGINIA ■ CHARLOTTE, NC ■ RALEIGH, NC



EXHIBIT B
PROPOSED SANITARY SEWER EASEMENT

OWNERSHIP LOT 16-D - BLOCK B
CITY CENTER
PLAT NO. 24265

4TH ELECTION DISTRICT
CITY OF ROCKVILLE
MONTGOMERY COUNTY, MARYLAND
SCALE: 1"=30' DATE: NOVEMBER 17, 2025
DRAWN: JP SHEET 1 OF 1