

GRANT OF WATER METER EASEMENT

THIS GRANT OF WATER METER EASEMENT is made this _____ day of _____, 2026 by **APG INVESTMENTS, LLC** (hereinafter referred to as the “**Grantor**”) for the benefit of the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation in 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: Part of Ownership Lot 16-C, Block B, City Center as recorded in Plat No. 24265 among the Land Records of Montgomery County, Maryland, located at 121 Rockville Pike, Rockville, Maryland 20850.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey to the City, its successors and assigns, forever and in perpetuity, the 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.

SECOND: 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 fences); (ii) the excavation or filling of land; (iii) the installation of trees; or (iv) Grantor-owner landscaping and hardscaping not in accordance with City standards and specifications. 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.

THIRD: 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.

FOURTH: 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.

FIFTH: That Grantor hereby warrants specially said Grant of Water Meter Easement and will execute such further assurances thereof as may be requisite.

SIXTH: 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.

SEVENTH: To the extent the Water Meter Easement Area is disturbed by the City's exercise of its rights under this Grant of Water Meter Easement, the City shall undertake all reasonable measures to restore the Water Meter Easement Area to its original condition, including the backfilling of trenches and reseeding of lawns and the replacement of basic paving materials, except that Grantor shall be solely responsible for the repair, replacement, or reinstallation of any Grantor-owner shrubs, trees, or other landscaping elements, or hardscaping and paving materials not normally used by the City's Department of Public Works for public facilities within 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.

The 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.

IN WITNESS WHEREOF, the Owner has set its hand and seal the day and year first written above.

WITNESS:

OWNER

APG Investments, LLC

By: _____

Name: Ather Chaudrhy

Title: Member

DISTRICT/STATE OF _____

CITY/COUNTY OF _____ SS:_____

I hereby certify that on this _____ day of _____, 2026, before me, the undersigned officer, personally appeared Ather Chaudrhy, Member, APG Investments, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the written instrument above, and who did further acknowledge that he or she, in such capacity and being authorized to do so, executed the foregoing Water Meter Easement on behalf of OWNER for the purposes therein contained.

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

My Commission Expires: _____

Notary Public

WITNESS/ATTEST

MAYOR AND COUNCIL
OF ROCKVILLE

Jeff Mihelich
City Manager

* * *

Reviewed for legal sufficiency by:

Robert Dawson
City Attorney

STATE OF: _____ *

*

COUNTY OF: _____ to wit *

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 Jeff Mihelich, who acknowledged himself to be the City Manager of the Mayor and Council of Rockville, a municipal corporation, and that he, 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 of Rockville by himself as City Manager.

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

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT A
DESCRIPTION OF EASEMENT AREA

EXHIBIT A
METES AND BOUNDS DESCRIPTION
PROPOSED WATER METER EASEMENT

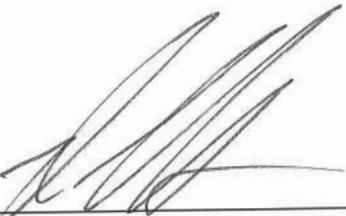
BEING PART OF THE PROPERTY ACQUIRED BY APG INVESTMENTS, LLC, A MARYLAND LIMITED LIABILITY COMPANY, FROM F.P. ROCKVILLE II LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, BY AUCTION MARKETS, LLC D/B/A REALMARKETS, A VIRGINIA LIMITED LIABILITY COMPANY BY DEED DATED FEBRUARY 10, 2025, AS RECORDED IN LIBER KAB 68867 FOLIO 222, ALSO BEING PART OF OWNERSHIP LOT 16-C, 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 WESTERLY RIGHT-OF-WAY- LIMITS OF ROCKVILLE PIKE – MARYLAND ROUTE 355 (VARIABLE WIDTH RIGHT-OF-WAY) AND 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 $56^{\circ} 35' 48''$ WEST, 3.73 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPOSED WATER METER EASEMENT, THENCE;
1. CONTINUING, SOUTH $56^{\circ} 35' 48''$ WEST, 11.00 FEET, THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LIMITS AND WITH A LINE THROUGH OWNERSHIP LOT 16-C, BLOCK B, CITY CENTER (PLAT NO. 24265) THE FOLLOWING THREE (3) COURSES AND DISTANCES;
2. NORTH $33^{\circ} 24' 12''$ WEST, 9.50 FEET, THENCE;
3. CONTINUING, NORTH $56^{\circ} 35' 48''$ EAST, 11.00 FEET, THENCE;
4. CONTINUING, SOUTH $33^{\circ} 24' 12''$ EAST, 9.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 105 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

11-18-25

EXHIBIT B
SKETCH OF EASEMENT AREA

LEGEND:
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
[CIRF] CAPPED IRON ROD FOUND



**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 WATER METER EASEMENT
AREA: 105 S.F. OR 0.002 AC.

EAST MIDDLE LANE
**70' WIDE PUBLIC RIGHT-OF-WAY
SHA PLAT NO. 42304**

**ROCKVILLE PIKE -
MD RTE 355**
RIGHT-OF-WAY
PUBLIC PLAT NO. 42304
SHA 532'36"20" 499'94'

VARIABLE WIDTH SHA
RIGHT-OF-WAY
PUBLIC PLAT NO. 42304
SHA 532'36"20" 499'94'

[CIRF] [CIRF]

S33°24'12"E
9.50'
N56°35'48"E 11.00'
N33°24'12"W
9.50'
S56°35'48"W
32.83'
11.00'
P.O.C.
3.73' (TIE)
P.O.B.
18.10' (TIE)
S85°32'34"W 97.44'
[CIRF]

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

BOHLER //

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



EXHIBIT B
PROPOSED WATER METER EASEMENT

OWNERSHIP LOT 16-C - BLOCK B
CITY CENTER
PLAT NO. 24265
8-25 4TH ELECTION DISTRICT
CITY OF ROCKVILLE
MONTGOMERY COUNTY, MARYLAND
SCALE: 1"=30' DATE: NOVEMBER 17, 2025
DRAWN: JP SHEET 1 OF 1