

Parcel ID: Lot 3, Block A of City Center Record
Plat No. 26269

Tax Identification No.

GRANT OF WATER METER EASEMENT

THIS GRANT OF WATER METER EASEMENT is made this _____ day of _____, 20__ by **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware Corporation (hereinafter referred to as the “**Grantor**”) for the benefit of the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of 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:

Lot 3, Block A in “City Center” subdivision as reflected on Record Plat No. 26269 recorded among the Land Records of Montgomery County, Maryland and known as 622 North Washington Street.

WHEREAS, the Grantor desires to develop the Subject Property in accordance with the terms and conditions of Site Plan No. 2024-00490 approved on March 10, 2024 (the “**Approvals**”); and

WHEREAS, Grantor is required to grant to the City a certain water meter easement to serve the development subject to the Approvals.

NOW, THEREFORE, the Grantor, 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 developing the Subject Property pursuant to the Approvals, does hereby grant and convey to the City, its successors and assigns, forever and in perpetuity, the non-exclusive 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

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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. The City shall exercise the foregoing rights in a manner that reasonably minimizes interference or disruption of the business operations of the Grantor, its successors and assigns, and the residents of the Subject Property.

SECOND: To the extent the Water Meter Easement Area or the ingress/egress area to the Water Meter Easement Area is disturbed by the City's exercise of its rights under this Grant of Water Meter Easement, the City, at its own expense, shall restore the Water Meter Easement Area and the ingress/egress area to its original condition, including the backfilling of trenches and reseedling of lawns and the replacement of basic paving materials, but not the replacement of shrubs, trees or other landscaping elements, or the replacement of 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.

THIRD: 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 any fences); (ii) the excavation or filling of land; or (iii) the installation of trees. The existing monument pier located at the driveway entrance shall be a privately maintained amenity for which the Grantor is solely responsible. In addition, the Grantor shall be solely responsible for the repair, replacement, or reinstallation of any fence not in accordance with City standards and specifications, 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.

FOURTH: That all underground pipes, structures, equipment and appurtenances and including automated metering infrastructure which are installed pursuant to the Grant of Water Meter Easement in the Water Meter Easement Area (collectively, the "Water System") shall be and remain the property of the City, its successors, and assign.

FIFTH: 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.

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

SEVENTH: 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.

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EIGHTH: This Grant of Water Meter Easement (subject to 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.

[SIGNATURES ON FOLLOWING PAGES]

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

WITNESS:

GRANTOR:

TOLL MID-ATLANTIC LP COMPANY, INC.
a Delaware Corporation

_____ By: _____
Name: _____
Title: _____

* * *

STATE OF: _____ *

*

COUNTY OF: _____ *

*

I HEREBY CERTIFY that on this _____ day of _____, 20__, 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 _____, 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 _____, 20__.

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 _____, 20__, 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 in the capacity therein stated and for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

Return original instrument to:

Patricia A. Harris
Lerch, Early & Brewer
7600 Wisconsin Ave., Suite 700
Bethesda, MD 20814

Exhibit A

**Description of
Water Vault Easement
Across the Property of
Toll Mid-Atlantic LP Company, Inc.
Rockville (No. 04) Election District
Montgomery County, Maryland**

Being a strip or parcel running in, through, over and across the property acquired by Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, from Rockville Joint Venture A, L.C., a Maryland limited liability company by a deed dated April 28, 2025, and recorded among the Land Records of Montgomery County, Maryland, in Liber 69143 at folio 50; also being the same property shown on a plat of subdivision entitled "Lot 3, Block "A" City Center" and recorded among the aforesaid Land Records in Plat No. 26269 and being more particularly described follows:

Beginning for the same at a point on the North 86° 38' 05" West, 334.59 foot plat line of Lot 2, Block A as shown on said Plat Number 11941, distant 44.84 feet from the easterly end thereof; said rebar and cap also being on the westerly right of way line of Hungerford Drive (MD Route 355, variable width public right of way) as shown on Maryland State Highway Administration Plat Numbers 42309 and 42310. Thence running with the northerly boundary and binding on the southerly or North 86° 38' 05" West, 334.59 foot plat line of Lot 1, Block A as shown on a plat entitled "Lot 1 Block "A" (Columbia Building Lot)" recorded among the aforesaid Land Records in Plat No. 7491 the following course and distance:

1. South 86° 26' 07" East, 29.21 feet to a point; thence leaving said lot line and running across the aforesaid Lot 2, Block A, as shown on Plat No. 11941 the following 5 courses and distances:
2. South 05° 07' 11" East, 26.47 feet to a point; thence
3. South 84° 30' 12" West, 25.63 feet to a point; thence
4. North 84° 23' 23" West, 6.58 feet to a point; thence
5. North 05° 36' 37" East, 12.67 feet to a point; thence
6. North 02° 17' 04" West, 17.40 feet to the Point of Beginning; containing 864 square feet or 0.0198 acres of land more or less.

This description was prepared by Rodgers Consulting, Inc., and is in the Maryland Coordinate System (NAD 83/2011). The combined scale factor [(mapping scale factor) x (elevation scale factor)] for the site is 0.99993981.

32002 Northing:519,335.825 Easting:1,268,848.866

The undersigned, being a licensed surveyor, personally prepared or was in responsible charge of the preparation and the survey work reflected in this metes and bounds description, in compliance with the requirements set forth in "COMAR" Title 09, Subtitle 13, Chapter 06, Regulation .12.

License Expiration Date: 9-17-2027



C:\ACC\ACCDocs\Rodgers Consulting\MC-CoR-Washington Square\Project Files\documents\Surveying\Easements\Exhibit A WV.dox

EXHIBIT B

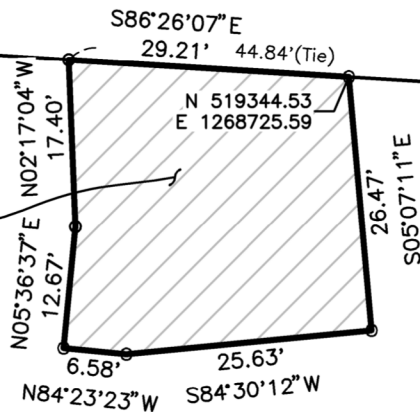
PLAN SHOWING WATER METER EASEMENT AREA

Lot 1, Block A
"Columbia Building Lot"
Plat No. 7491

The northerly or North $86^{\circ} 38' 05''$
West, 334.59 foot line of Lot 2,
Block A, as shown on Plat No. 11941.

Capped Iron
Rebar Fd. (#131)

**Water Vault
Easement**
864 Sq.Ft. or
0.0198 Acres



Hungerford Drive
MD Route 355
Variable Width Public R/W
SHA Plat Nos. 42309 & 42310

Tax Map GR33,
Parcel N547 & N548
Toll Mid-Atlantic
LP Company
L.69143 F.50
Lot 3, Block A
Plat No. 26269

The easterly or North $03^{\circ} 21' 55''$
East, 135.65 foot line of Lot 2, Block
A, as shown on Plat No. 11941.

N
Maryland Coordinate System
NAD 83 (2011)

**RODGERS
CONSULTING**

19847 Century Boulevard, Suite 200, Germantown, Maryland 20874
Ph: 301.948.4700, Fx: 301.948.6256, www.rodgers.com



**Sketch of a
Water Vault Easement
Across the Property of the
Toll Mid-Atlantic LP
Company, Inc.**

Rockville (4th) Election District
Montgomery County, Maryland
Scale: 1" = 20' August 2025

Job No.: 064302