

GRANT OF STORM DRAIN EASEMENT

THIS GRANT OF STORM DRAIN EASEMENT is made this _____ day of _____, 202__, by and between **BBP SHADY GROVE LOT 7 LLC**, a Delaware limited liability company (the “**Lot 7 Owner**”), **BBP SHADY GROVE LOT 8 LLC**, a Delaware limited liability company (the “**Lot 8 Owner**”) (hereinafter together with the Lot 7 Owner, the “**Grantors**”), and **THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND**, a municipal corporation organized under the laws of the State of Maryland (the “**City**”).

WHEREAS, the Grantors are the owners of certain real property located within Rockville, Maryland, more particularly described as follows:

- i. Lot numbered Seven (7) in the subdivision known as “Danac Technological Park, City of Rockville,” as per plat thereof recorded among the Land Records of Montgomery County, Maryland (the “**Land Records**”) in Plat Book 85 at Plat 8869 (the “**Lot 7 Property**”); and
- ii. Lot numbered Eight (8) in the subdivision known as “Danac Technological Park, City of Rockville,” as per plat thereof recorded among the Land Records in Plat Book 90 at Plat 9700 (the “**Lot 8 Property**”) (together with the Lot 7 Property, the “**Subject Property**”);

WHEREAS, the Grantors desire to develop the Subject Property in accordance with the terms and conditions of Site Plan No. STP2020-00393 dated April 10, 2020 (the “**Approvals**”); and

WHEREAS, Grantors intend to subdivide the Subject Property pursuant to the Approvals, and as a condition of said subdivision, the City requires a certain easement for storm drains within the Subject Property.

WITNESSETH: That the Grantors, for no consideration, do hereby grant and convey to the City, its successors and assigns, a storm drainage easement described and shown on Exhibits A, B-1, and B-2 attached hereto and made a part hereof (the “**Storm Drain Easement Areas**”).

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

AND the Grantors, for themselves and their successors and assigns, covenant and agree with the City, its successors and assigns, as follows:

FIRST: That Grantors, without the prior written consent of the City, which may be provided for in a City-issued permit or approval for improvements on the Storm Drain Easement Areas, will neither perform nor permit upon or within the above-described Storm Drain Easement Areas: (i) the erection or installation of any structure, building or other improvements (excluding Grantor-owned fences, benches, trash/recycling cans, landscaping and hardscaping not in

accordance with City standards and specifications shown on the Approvals); (ii) the excavation or filling of land; or (iii) the installation of trees.

SECOND: That the City, its successors and assigns, shall at all times have a non-exclusive right of ingress and egress to said Storm Drain Easement Areas for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating, and inspecting the Storm Drain System (as hereinafter defined), the right of ingress and egress to be made from any public road or public right-of-way adjacent to or in close proximity to the Storm Drain Easement Area, or along such other lines as the Grantors 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: That whenever the City undertakes repairs or maintenance pursuant to this Grant of Storm Drain Easement, the City shall undertake all reasonable measures to restore the Storm Drain Easement Area to their original condition, except that Grantors shall be solely responsible for the repair, replacement, or reinstallation of any Grantor-owner fences, benches, trash/recycling cans, landscaping and hardscaping not in accordance with City standards and specifications, in the Storm Drain Easement Area disturbed or damaged by the City repair and maintenance work.

FOURTH: That all underground storm drain pipes and appurtenances which are installed pursuant to this Grant of Storm Drain Easement in the Storm Drain Easement Area (collectively, the “**Storm Drain System**”) shall be and remain the property of the City, its successors, and assigns.

FIFTH: That, without the prior written consent of the City, Grantors shall not use any Storm Drain Easement Area, nor permit any Storm Drain 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 Grantors hereby certify 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 these documents or otherwise consented in writing to this Grant of Storm Drain Easement. Grantors further certify that all parties with an interest in the Subject Property necessary to give full effect to this Grant of Storm Drain Easement have signed or consented in writing to this document.

SEVENTH: That Grantors will warrant specially said Storm Drain Easement and will execute such further assurances thereof as may be requisite.

EIGHTH: This Storm Drain Easement (including all terms, covenants, and agreements contained herein) shall run with the title to the Subject Property and shall bind the Grantors and their executors, administrators, successors, and assigns.

NINTH: This Storm Drain Easement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

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

WITNESS:

GRANTOR:

BXP Shady Grove Lot 7 LLC, a Delaware limited liability company

By: Boston Properties Limited Partnership, a Delaware limited partnership

By: BXP, Inc., a Delaware corporation, its General Partner

By: _____
Name: _____
Title: _____

* * *

STATE OF: _____ *

*

COUNTY OF: _____ *

*

I HEREBY CERTIFY that on this ____ day of _____, 202_, 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 BXP Shady Grove Lot 7 LLC, being authorized so to do, executed this Grant of Storm Drain Easement 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 _____, 202_.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

WITNESS:

GRANTOR:

BXP Shady Grove Lot 8 LLC, a Delaware limited liability company

By: Boston Properties Limited Partnership, a Delaware limited partnership

By: BXP, Inc., a Delaware corporation, its General Partner

By: _____

Name: _____

Title: _____

* * *

STATE OF: _____

*

*

COUNTY OF: _____

*

I HEREBY CERTIFY that on this ____ day of _____, 202_, 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 BXP Shady Grove Lot 8 LLC, being authorized so to do, executed this Grant of Storm Drain Easement 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 _____, 202_.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

WITNESS:

CITY:

**THE MAYOR AND COUNCIL OF
ROCKVILLE, MARYLAND**, a municipal
corporation

Print Name: _____

By: _____
Name: _____
Title: _____

Reviewed for legal sufficiency by:

Robert Dawson
Senior Assistant City Attorney

STATE OF: _____

*

*

COUNTY OF: _____

*

I hereby certify that on this _____ day of _____, 202_, 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 this Grant of Storm Drain Easement, 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 _____, 202_.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF STORM DRAIN EASEMENT AREA

**EXHIBIT A
OCTOBER 13, 2025
PART OF LOT 7
DANAC TECHNOLOGICAL PARK
PLAT BOOK 85 PLAT NO. 8869
AND PART OF LOT 8
DANAC TECHNOLOGICAL PARK
PLAT BOOK 90 PLAT NO. 9700
4TH ELECTION DISTRICT,
MONTGOMERY COUNTY, MARYLAND**

Being part of the property acquired by BXP Shady Grove Lot 8 LLC, a Delaware limited liability company, from Grove Rockville 31 IV LLC, a Delaware limited liability company, by deed dated August 2, 2021 and recorded in Book 63755 at Page 350, and part of the property acquired by BXP Shady Grove Lot 7 LLC, a Delaware limited liability company, from Grove Rockville 31 III LLC, a Delaware limited liability company, by deed dated August 2, 2021 and recorded in Book 63755 at Page 344, said property also being part of Lot 7, Danac Technological Park, recorded in Plat Book 85 as Plat No. 8869, and also part of Lot 8, Danac Technological Park, recorded in Plat Book 90 as Plat No. 9700, all among the Land Records of Montgomery County, Maryland, and being more particularly described in the datum of Maryland State Grid (NAD 83/2011) as follows:

Beginning for the same at a point on the South 28° 27' 25" West, 714.43 foot plat line of the aforesaid Lot 7, being 72.63 feet northeasterly from the southwesterly end thereof, said point also being on the common plat line of the aforesaid Lot 8; thence running with a portion of said common plat line of Lots 7 and 8

1. North 28° 27' 25" East, 22.96 feet to a point; thence leaving said common plat line of Lots 7 and 8 and running so as to cross and include a portion of said Lot 8, the following three (3) courses and distances
2. North 89° 03' 37" East, 22.79 feet to a point; thence
3. North 33° 05' 12" East, 362.59 feet to a point; thence
4. North 62° 25' 22" West, 49.13 feet to a point on the aforesaid common plat line of Lots 7 and 8; thence running with a portion of said common plat line of Lots 7 and 8
5. North 28° 27' 25" East, 20.00 feet to a point; thence leaving said common plat line of Lots 7 and 8 and running so as to cross and include a portion of said Lots 7 and 8, the following three (3) courses and distances
6. South 62° 25' 22" East, 46.12 feet to a point; thence
7. North 10° 37' 10" East, 199.53 feet to a point; thence



8. North 28° 27' 24" East, 36.35 feet to a point on the southwesterly public Right of Way line of Gaither Road, 70 foot wide, recorded as Plat Nos. 8444 and 17491 among the aforesaid Land Records; thence running with a portion of said southwesterly public Right of Way line
9. South 61° 32' 35" East, 30.00 feet to a point; thence leaving said southwesterly public Right of Way line and running so as to cross and include a portion of the aforesaid Lot 8, the following twelve (12) courses and distances
10. South 28° 27' 24" West, 31.65 feet to a point; thence
11. South 10° 37' 10" West, 212.83 feet to a point; thence
12. South 33° 05' 12" West, 374.97 feet to a point; thence
13. South 05° 03' 45" West, 102.08 feet to a point; thence
14. South 28° 02' 43" East, 115.54 feet to a point; thence
15. South 57° 17' 07" East, 26.59 feet to a point; thence
16. South 28° 27' 15" West, 23.02 feet to a point; thence
17. South 73° 27' 15" West, 7.07 feet to a point; thence
18. North 61° 32' 45" West, 30.56 feet to a point; thence
19. North 28° 02' 43" West, 133.48 feet to a point; thence
20. North 05° 03' 45" East, 102.86 feet to a point; thence
21. South 89° 03' 37" West, 29.41 feet to the point of beginning, containing 28,068 square feet or 0.6444 acres of land as shown on Exhibits B-1 and B-2 attached herewith.

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.

10/13/2025
Date





Joshua G. Price
Professional Land Surveyor
Maryland No. 21846
License Expires: May 31, 2026



EXHIBITS B-1 & B-2

LEGAL SKETCH OF STORM DRAIN EASEMENT AREA

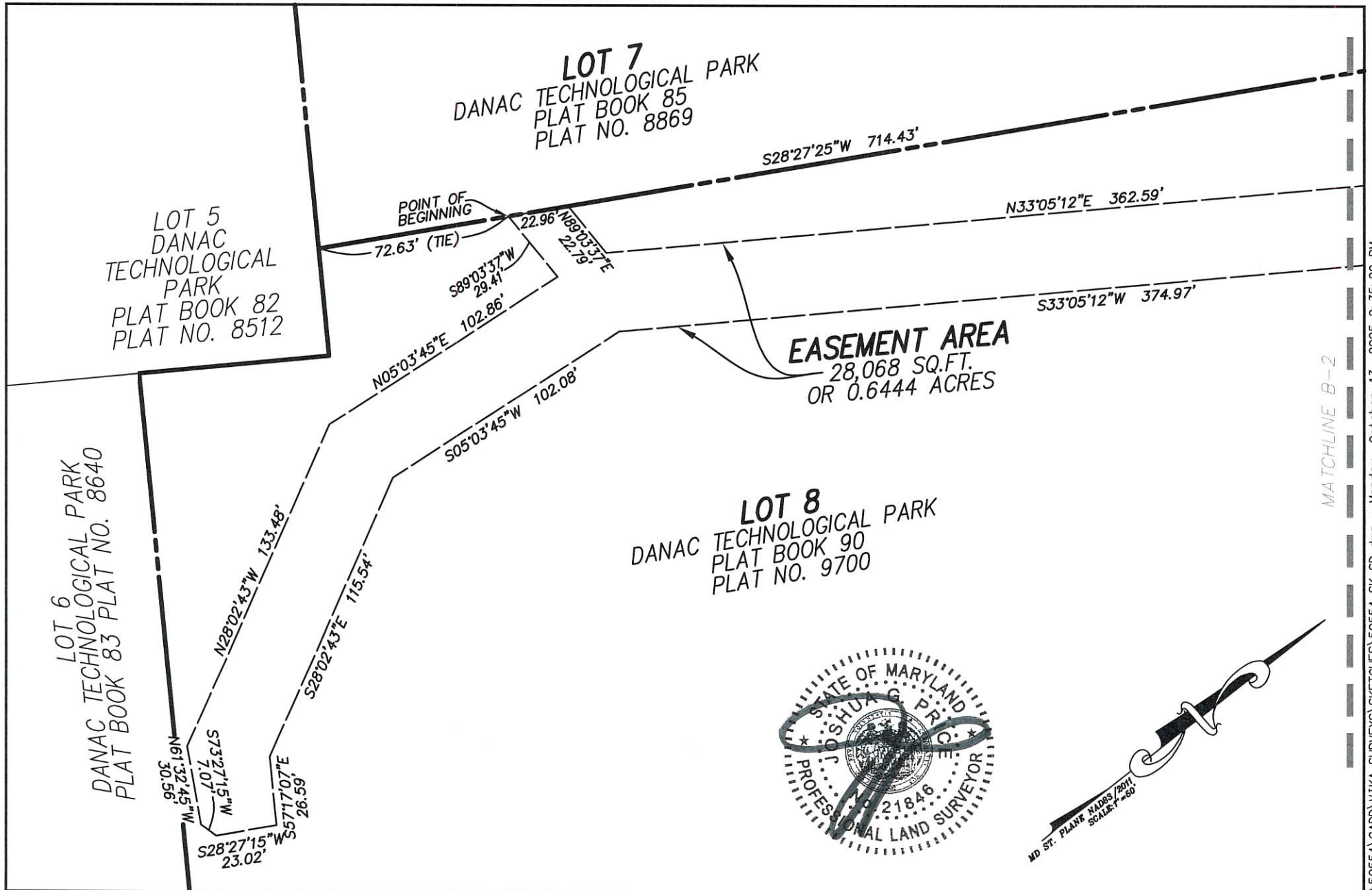


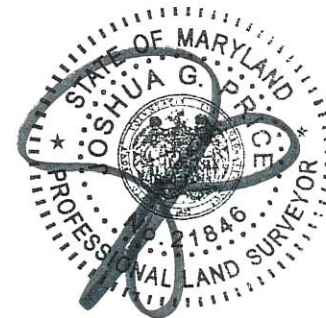
EXHIBIT B-1
PART OF

LOTS 7 & 8, DANAC TECHNOLOGICAL PARK
PLAT BOOK 85 PLAT NO. 8869 AND PLAT BOOK 90 PLAT NO. 9700
4TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

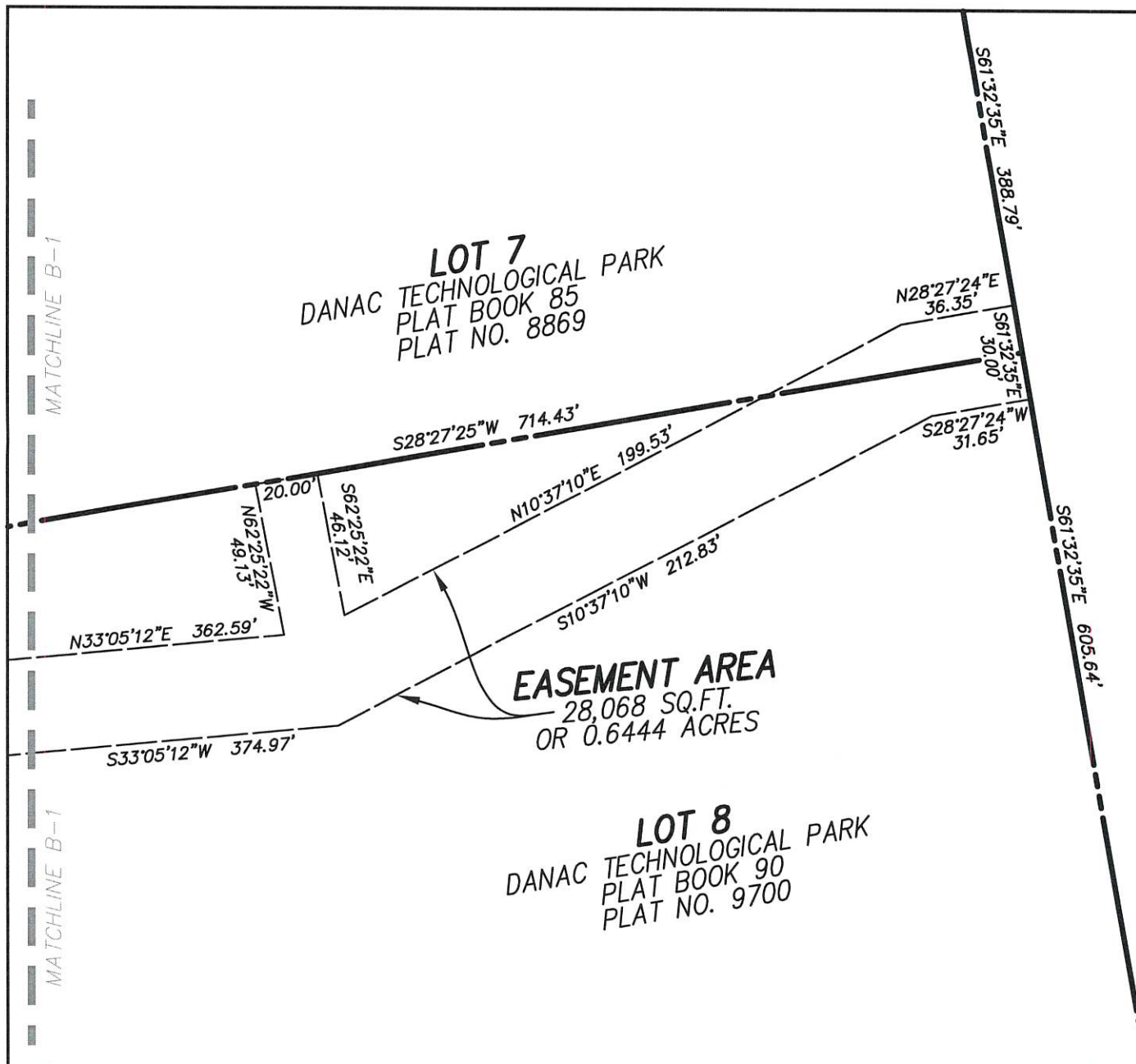


VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com
Our Site Set on the Future.

DRAWN BY:	BW
DESIGNED BY:	JP
DATE ISSUED:	10/13/2025
PROJECT No.	VM50554
SHEET No.	1 OF 2



GATHER ROAD
PLAT BOOK 154 (70' WIDE)
PLAT BOOK 82 PLAT NO. 8444
PLAT NO. 17491



LOT 8
DANAC TECHNOLOGICAL PARK
PLAT BOOK 90
PLAT NO. 9700

LOT 7
DANAC TECHNOLOGICAL PARK
PLAT BOOK 85
PLAT NO. 8869

EASEMENT AREA
28,068 SQ.FT.
OR 0.6444 ACRES

EXHIBIT B-2
PART OF
LOTS 7 & 8, DANAC TECHNOLOGICAL PARK
PLAT BOOK 85 PLAT NO. 8869 AND PLAT BOOK 90 PLAT NO. 9700
4TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND



VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com

Our Site Set on the Future.

DRAWN BY:	BW
DESIGNED BY:	JP
DATE ISSUED:	10/13/2025
PROJECT No.	VM50554
SHEET No.	2 OF 2

GRANT OF STORM DRAIN EASEMENT

THIS GRANT OF STORM DRAIN EASEMENT is made this _____ day of _____, 202_, by and among BXP, Inc. (hereinafter referred to as the “Grantor”), and **THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND**, 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, more particularly described as:

PARCEL “A”, BLOCK “A” IN THE SUBDIVISION KNOWN AS “PLAT 1, SHADY GROVE NEIGHBORHOOD CENTER” AS PER PLAT THEREOF RECORDED IN PLAT NO. _____ AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND

herein referred to as the “Subject Property”; and

WHEREAS, the Grantor desires to develop the Subject Property in accordance with the terms and conditions of Site Plan No. STP 2020-00393 dated April 10, 2020 (the “Approvals”); and

WHEREAS, Grantor intends to subdivide the Subject Property pursuant to the Approvals, and as a condition of said subdivision, the City requires a certain easement for storm drains within the Subject Property.

WITNESSETH: The Grantor, for NO CONSIDERATION, does hereby grant and convey to the City, its successors and assigns, a storm drainage easement described and shown on Exhibit A and B attached hereto and made a part hereof (the “Storm Drain Easement Areas”).

TO HAVE AND TO HOLD said Storm Drain Easement Areas, 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, (a) without the prior written consent of the City or (b) unless provided for in any issued permit or approval for improvements on the Storm Drain Easement Areas, will neither perform nor permit upon or within the above-described Storm Drain Easement Areas: (i) the erection or installation of any structure, building or other improvements (excluding fences, benches, specialty pavers, landscaping and trash/recycling cans), (ii) the excavation or filling of land, or (iii) the installation of trees.

SECOND: that the City, its successors and assigns, shall at all times have a non-exclusive right of ingress and egress to said Storm Drain Easement Areas for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating, and inspecting the Storm Drain

System (as hereinafter defined), the right of ingress and egress to be made from any public road or public right-of-way adjacent to or in close proximity to the Storm Drain 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: that whenever the City undertakes repairs or maintenance pursuant to this Grant of Storm Drain Easement, the City shall undertake all reasonable measures to restore the Storm Drain Easement Area to their original condition, except that Grantor shall be solely responsible for the repair, replacement, or reinstallation of any Grantor-owner fences, benches, trash/recycling cans, landscaping and hardscaping not in accordance with City standards and specifications, in the Storm Drain Easement Area disturbed or damaged by the City repair and maintenance work.

FOURTH: that all underground storm drain pipes and appurtenances which are installed pursuant to this Grant of Storm Drain Easement in the Storm Drain Easement Area (collectively, the “**Storm Drain 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 any Storm Drain Easement Area, nor permit any Storm Drain 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 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 these documents or otherwise consented in writing to this Grant of Storm Drain Easement. Grantor further certifies that all parties with an interest in the Subject Property necessary to give full effect to this Grant of Storm Drain Easement have signed or consented in writing to this document.

SEVENTH: that Grantor will warrant specially said Storm Drain Easement and will execute such further assurances thereof as may be requisite.

EIGHTH: this Storm Drain Easement (including all terms, covenants, and agreements contained herein) shall run with the title to the Subject Property and shall bind the Grantor and her/his/its executors, administrators, successors, and assigns.

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

WITNESS:

GRANTOR:

BXP, Inc.

By: _____

Name: _____

Title: _____

WITNESS:

CITY:

**THE MAYOR AND COUNCIL OF
ROCKVILLE, MARYLAND**

Print Name: _____

By: _____

Name: _____

Title: _____

Reviewed for legal sufficiency by:

Robert Dawson
Senior Assistant City Attorney

* * *

STATE OF: _____

*

*

COUNTY OF: _____

*

I HEREBY CERTIFY that on this _____ day of _____, 202_, 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 _____, 202_.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

STATE OF: _____

*

*

COUNTY OF: _____

*

I hereby certify that on this _____ day of _____, 202_, 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 _____, 202_.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

Return original instrument to:

Scott C. Wallace, Esq.
Miles & Stockbridge P.C.
11 N. Washington Street, Suite 700
Rockville, MD 20850

EXHIBIT A

LEGAL DESCRIPTION OF STORM DRAIN EASEMENT AREA

**EXHIBIT A
MARCH 27, 2025
DESCRIPTION OF
PART OF THE PROPERTY OF**

**BOOK _____ PAGE _____
AND PART OF
PARCEL A, BLOCK A
SHADY GROVE NEIGHBORHOOD CENTER
PLAT NO. ~~1
4TH ELECTION DISTRICT,
MONTGOMERY COUNTY, MARYLAND**

Being part of the property acquired by _____ from BXP Shady Grove Lot 8 LLC, a Delaware limited liability company, by deed dated _____ and recorded in Book _____ at Page _____, said property also being part of Parcel A, Block A, Shady Grove Neighborhood Center, recorded as Plat No. ~~1, all among the Land Records of Montgomery County, Maryland and being more particularly described in the datum of Maryland State Plane (NAD 83/11) as follows:

Beginning for the same at a point on the curved plat line of the aforesaid Parcel A, Block A, with an arc length of 145.77 feet, a radius of 332.50 feet, and a chord bearing and distance of North 47° 16' 31" East, 144.61 feet, being an arc distance of 66.00 feet northeasterly from the southwesterly end thereof, said point also being on the southeasterly public Right of Way line of Clove Hill Street, 63 foot wide, recorded as Plat No. ~~2 among the aforesaid Land Records

1. 53.10 feet along the arc of a non-tangent curve to the left having a radius of 332.50 feet and a chord bearing and distance of North 43° 53' 13" East, 53.04 feet to a point; thence leaving said curved plat line of Parcel A, Block A, and said southeasterly public Right of Way line of Clove Hill Street and running so as to cross and include a portion of said Parcel A, Block A, the following three (3) courses and distances
2. South 48° 20' 28" East, 49.34 feet to a point; thence
3. South 41° 39' 32" West, 53.00 feet to a point; thence
4. North 48° 20' 28" West, 51.40 feet to the point of beginning, containing 2,632 square feet or 0.0604 acres of land as shown on Exhibit B attached herewith.



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.

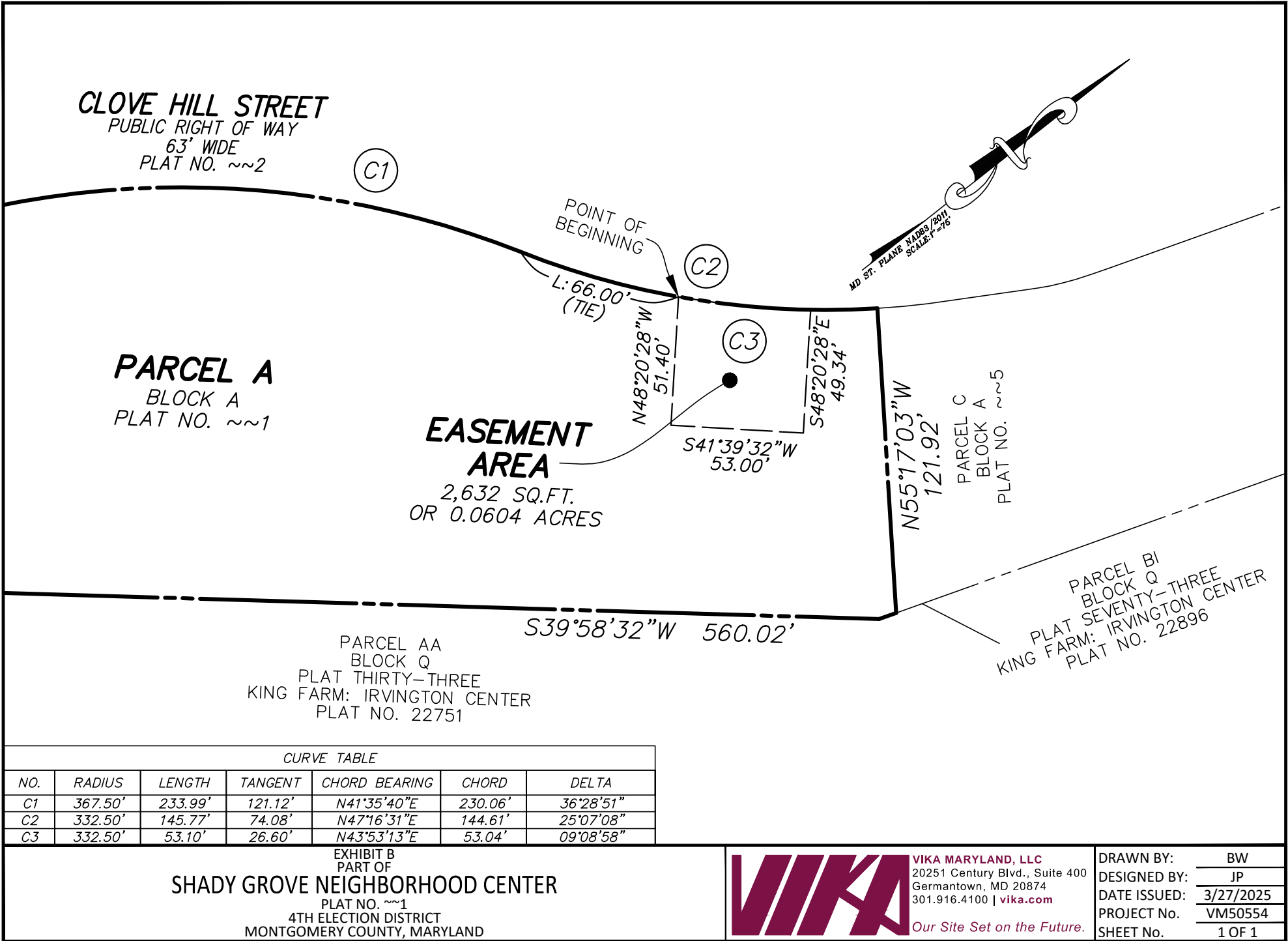
Date

Joshua G. Price
Professional Land Surveyor
Maryland No. 21846
License Expires: May 31, 2026



EXHIBIT B

LEGAL SKETCH OF STORM DRAIN EASEMENT AREA



GRANT OF STORM DRAIN EASEMENT

THIS GRANT OF STORM DRAIN EASEMENT is made this _____ day of _____, 202_, by and among BXP, Inc. (hereinafter referred to as the “Grantor”), and **THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND**, 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, more particularly described as:

PARCEL “A”, BLOCK “A” IN THE SUBDIVISION KNOWN AS “PLAT 1, SHADY GROVE NEIGHBORHOOD CENTER” AS PER PLAT THEREOF RECORDED IN PLAT BOOK _____ AT PLAT _____ AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, PARCEL “A”, BLOCK “C” IN THE SUBDIVISION KNOWN AS “PLAT 4, SHADY GROVE NEIGHBORHOOD CENTER” AS PER PLAT THEREOF RECORDED IN PLAT BOOK _____ AT PLAT _____ AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, AND PARCEL “C”, BLOCK “A” IN THE SUBDIVISION KNOWN AS “PLAT 5, SHADY GROVE NEIGHBORHOOD CENTER” AS PER PLAT THEREOF RECORDED IN PLAT BOOK _____ AT PLAT _____ AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND

herein referred to as the “Subject Property”; and

WHEREAS, the Grantor desires to develop the Subject Property in accordance with the terms and conditions of Site Plan No. STP 2020-00393 dated April 10, 2020 (the “Approvals”); and

WHEREAS, Grantor intends to subdivide the Subject Property pursuant to the Approvals, and as a condition of said subdivision, the City requires a certain easement for storm drains within the Subject Property.

WITNESSETH: The Grantor, for NO CONSIDERATION, does hereby grant and convey to the City, its successors and assigns, a storm drainage easement described and shown on Exhibit A and B attached hereto and made a part hereof (the “**Storm Drain Easement Areas**”).

TO HAVE AND TO HOLD said Storm Drain Easement Areas, 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, (a) without the prior written consent of the City or (b) unless provided for in any issued permit or approval for improvements on the Storm Drain Easement Areas, will neither perform nor permit upon or within the above-described Storm Drain Easement Areas: (i)

the erection or installation of any structure, building or other improvements (excluding fences, benches, specialty pavers, landscaping and trash/recycling cans), (ii) the excavation or filling of land, or (iii) the installation of trees.

SECOND: that the City, its successors and assigns, shall at all times have a non-exclusive right of ingress and egress to said Storm Drain Easement Areas for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating, and inspecting the Storm Drain System (as hereinafter defined), the right of ingress and egress to be made from any public road or public right-of-way adjacent to or in close proximity to the Storm Drain 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: that whenever the City undertakes repairs or maintenance pursuant to this Grant of Storm Drain Easement, the City shall undertake all reasonable measures to restore the Storm Drain Easement Area to their original condition, except that Grantor shall be solely responsible for the repair, replacement, or reinstallation of any Grantor-owner fences, benches, trash/recycling cans, landscaping and hardscaping not in accordance with City standards and specifications, in the Storm Drain Easement Area disturbed or damaged by the City repair and maintenance work.

FOURTH: that all underground storm drain pipes and appurtenances which are installed pursuant to this Grant of Storm Drain Easement in the Storm Drain Easement Area (collectively, the “**Storm Drain 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 any Storm Drain Easement Area, nor permit any Storm Drain 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 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 these documents or otherwise consented in writing to this Grant of Storm Drain Easement. Grantor further certifies that all parties with an interest in the Subject Property necessary to give full effect to this Grant of Storm Drain Easement have signed or consented in writing to this document.

SEVENTH: that Grantor will warrant specially said Storm Drain Easement and will execute such further assurances thereof as may be requisite.

EIGHTH: this Storm Drain Easement (including all terms, covenants, and agreements contained herein) shall run with the title to the Subject Property and shall bind the Grantor and her/his/its executors, administrators, successors, and assigns.

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

WITNESS:

GRANTOR:

BXP, Inc.

By: _____

Name: _____

Title: _____

WITNESS:

CITY:

**THE MAYOR AND COUNCIL OF
ROCKVILLE, MARYLAND**

Print Name: _____

By: _____

Name: _____

Title: _____

Reviewed for legal sufficiency by:

Robert Dawson
Senior Assistant City Attorney

* * *

STATE OF: _____

*

*

COUNTY OF: _____

*

I HEREBY CERTIFY that on this _____ day of _____, 202_, 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 _____, 202_.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

STATE OF: _____

*

*

COUNTY OF: _____

*

I hereby certify that on this _____ day of _____, 202_, 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 _____, 202_.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

Return original instrument to:

Scott C. Wallace, Esq.
Miles & Stockbridge P.C.
11 N. Washington Street, Suite 700
Rockville, MD 20850

EXHIBIT A

LEGAL DESCRIPTION OF STORM DRAIN EASEMENT AREA

**EXHIBIT A
MAY 23, 2025
DESCRIPTION OF
PART OF THE PROPERTY OF**

**BOOK _____ PAGE _____
AND PART OF
PARCELS A AND C, BLOCK A
LOT 6, BLOCK A
PARCEL A, BLOCK C
LOTS 38-40, BLOCK C
SHADY GROVE NEIGHBORHOOD CENTER
PLAT NO. ~~1, ~~4 & ~~5
4TH ELECTION DISTRICT,
MONTGOMERY COUNTY, MARYLAND**

Being two (2) parts of the property acquired by _____, from BXP Shady Grove Lot 6 LLC, a Delaware limited liability company, by deed dated _____ and recorded in Book _____ at Page _____, said property also being part of Parcel A, Block A, Shady Grove Neighborhood Center, recorded as Plat No. ~~1, and also being part of Parcel A and Lots 38 through 40, Block C, Shady Grove Neighborhood Center, recorded as Plat No. ~~4, and also being part of Parcel C and Lot 6, Block A, Shady Grove Neighborhood Center, recorded as Plat No. ~~5, all among the Land Records of Montgomery County, Maryland and being more particularly described in the datum of Maryland State Plane (NAD 83/11) as follows:

PART 1

Beginning for the same at a point on the South 61° 32' 45" East, 59.54 foot plat line of Lot 40, Block C, Shady Grove Neighborhood Center, recorded as Plat No. ~~4, being 48.25 feet southeasterly from the northwesterly end thereof, said point also being on the southwesterly public Right of Way line of Kittson Street, 63 foot wide, recorded as Plat No. ~~4 among the aforesaid Land Records; thence running with said public Right of Way line, the following two (2) courses and distances

1. South 61° 32' 45" East, 11.30 feet to a point; thence
2. South 16° 32' 45" East, 5.98 feet to a point on the westerly public Right of Way line of Clover Hill Street, 63 foot wide, recorded as Plat No. ~~5; thence running with said westerly public Right of Way line
3. 64.44 feet along the arc of a non-tangent curve to the right having a radius of 272.50 feet and a chord bearing and distance of South 46° 01' 48" West, 64.29 feet to a point; thence leaving said westerly public Right of Way line of Clover Hill Street and running so as to cross and include a portion of Parcel A and Lots 38 through 40, Block C, Shady Grove Neighborhood Center, recorded as Plat No. ~~4

4. North 31° 51' 09" East, 65.64 feet to the point of beginning, containing 622 square feet or 0.0143 acres of land as shown on Exhibit B attached herewith.

PART 2

Beginning for the same at a point on the South 39° 58' 32" West, 560.02 foot plat line of the aforesaid Parcel A, Block A, being 345.58 feet northeasterly from the southwesterly end thereof, said point also being on the common plat line of Parcel AA, Block Q, King Farm: Irvington Center, recorded as Plat No. 22751 among the aforesaid Land Records; thence leaving said common plat line of Parcel AA, Block Q and running and running so as to cross and include a portion of said Parcel A, Block A, the following four (4) courses and distances

1. North 03° 53' 14" West, 37.52 feet to a point; thence
2. North 39° 58' 32" East, 53.22 feet to a point; thence
3. North 38° 03' 37" East, 131.33 feet to a point; thence
4. North 59° 19' 22" West, 93.94 feet to a point on the aforesaid easterly public Right of Way line of Clover Hill Street; thence running with said easterly public Right of Way line, the following two (2) courses and distances
5. 33.96 feet along the arc of a non-tangent curve to the left having a radius of 332.50 feet and a chord bearing and distance of North 34° 09' 24" East, 33.94 feet to a point; thence
6. North 30° 11' 31" East, 13.12 feet to a point; thence leaving said easterly public Right of Way line and running so as to cross and include a portion of Lot 6 and Parcel C, Block A, Shady Grove Neighborhood Center, recorded as Plat No. ~5
7. South 59° 19' 22" East, 111.93 feet to a point on the common plat line of Parcel BI, Block Q, King Farm: Irvington Center, recorded as Plat No. 22896 among the aforesaid Land Records; thence running with a portion of said common plat line of Parcel C, Block A, and with said common plat line of Parcel BI, Block Q
8. South 18° 34' 18" West, 50.16 feet to a point on the common plat line of the aforesaid Parcel A, Block A, and the aforesaid Parcel AA, Block Q; thence running with a portion of said common plat line
9. South 39° 58' 32" West, 214.44 feet to the point of beginning, containing 11,029 square feet or 0.2532 acres of land as shown on Exhibit B attached herewith.



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.

Date

Joshua G. Price
Professional Land Surveyor
Maryland No. 21846
License Expires: May 31, 2026



EXHIBIT B

LEGAL SKETCH OF STORM DRAIN EASEMENT AREA

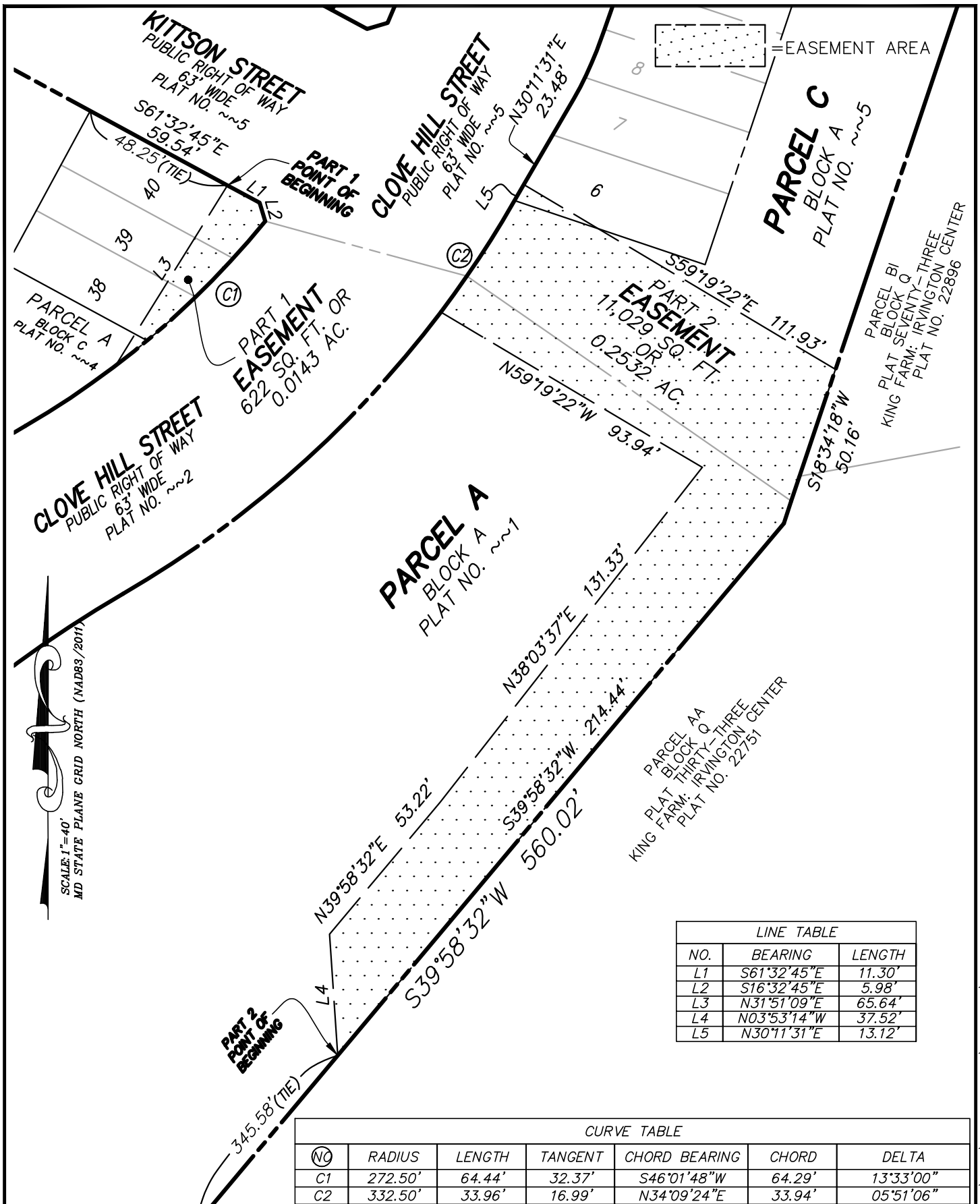


EXHIBIT B
PART OF
**SHADY GROVE NEIGHBORHOOD
CENTER**
PLAT NO. ~1, ~4 & ~5
4TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND



VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com
Our Site Set on the Future.

DRAWN BY: ST
DESIGNED BY: HJ
DATE ISSUED: 5/29/2025
PROJECT No. VM50554
SHEET No. 1 OF 1