

32031 724

Parcel Identification Number: Part of Ownership Lots A6-A and 16-B, Plat Number 21143
Title Insurer: None

GRANT OF WATER LINE EASEMENT AND RIGHT-OF-WAY

THIS GRANT OF WATER LINE EASEMENT AND RIGHT-OF-WAY is made this 12th day of January 2006 by **ROCKVILLE METRO PLAZA I, L. L. C. and F. P. ROCKVILLE II LIMITED PARTNERSHIP** and **F. P. ROCKVILLE III LIMITED PARTNERSHIP** (F. P. Rockville II and F. P. Rockville III being the successor in interest to Pension Benefit Fund, Inc. and together with Rockville Metro Plaza I, L. L. C. being hereinafter collectively referred to as the "Grantor") for the benefit of the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation in the State of Maryland, (herein called the "City").

Kay I.D. 3266855 WITNESSETH:

WHEREAS, the Grantor is the owner of the real property hereinafter referred to as the "Subject Property," described as follows:

Being all of that piece parcel or tract of land situate, lying and being in the Rockville Election District No. 4 Montgomery County, Maryland being part of the property described in a Deed dated July 2, 1962 and recorded among the Land Records of the aforesaid County in Liber 2981 at Folio 528, also being part of the property described in a Deed dated December 2, 1994 and recorded among the Land Records of the aforesaid County in Liber 13149 at Folio 87, also being Lots 16-A and 16-B as delineated on a Plat of Subdivision entitled "Ownership Lots 16-A and 16-B a Ownership Plat of Lot 16, Block "B" City Center" and recorded among the Land Records of the aforesaid County in Plat Book 194 at Plat 21143

2006 MAR 24 P 4:34

FILED
MOLLY O. RUHL
CLERK'S OFFICE
MONTGOMERY CO. MD

MONTGOMERY COUNTY, MD

APPROVED BY

MAR 24 2006

RECORDATION TAX PAID
TRANSFER TAX PAID

NOW, THEREFORE, in consideration of the release of Grantor from any obligation under that certain Bond Number 103522203 issued by Grantor in favor of the City as required by the City for the issuance by the City of the necessary development approvals and permits for the development for the Subject Property, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto the City, its successors and assigns, forever and in perpetuity, the Water line easement and right-of-way described in attached Exhibit "A" and shown on attached Exhibit "B" (the "Easement Area") (which attached exhibits are incorporated herein by reference) for the purposes set forth herein, together with the right of ingress and egress along, over, under and through said easement and right-of-way for any and all such purposes.

The said easement and right-of-way is hereby intended to be granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or

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appertaining to their proper use and benefit forever by the City, its successors and assigns.

The Grantor, for itself and 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 Easement Area for the purpose of installation, construction, reconstruction, maintenance, repair, operation, and inspection of an underground water line and appurtenances thereto, including but not limited to service connections. The City, its representatives, successors, and assigns shall further have the right of ingress and egress to and from the 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 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, shrubs, or other landscaping (excluding grass).

THIRD: That all underground pipes and appurtenances which are installed in the Easement Area shall be and remain the property of the City, its successors and assigns.

FOURTH: That Grantor has installed certain surface improvements in the Easement Area and is responsible for the repair, replacement and/or restoration of said improvements and the cost thereof in the event that the surface improvements are damaged or destroyed as a result of the actions of the City, its representatives, successors and/or assigns in connection with use of the easement by the City, its representatives, successor and/or assigns. The terms and conditions of that certain document entitled "Agreement for Repair of Surface Improvements (Rockville Metro Plaza)" dated October 9, 2001 and recorded among the Land Records for Montgomery County, Maryland in Liber 19872 at Folio 352 shall apply to the rights and responsibilities of the Grantor and the City (and their respective representatives, successors and/or assigns) under this Grant of Water Line Easement and Right-of-Way as if all said terms and conditions were set forth therein.

FIFTH: That 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 hereby warrants specially said Grant of Water Line Easement and Right-of-Way and will execute such further assurances thereof as may be requisite.

SEVENTH: Grantor further certifies that all parties with an interest in the Subject Property necessary to give full effect to this Grant of Water Line Easement and Right-of-Way have signed, or consented in writing to, this document.

This Grant of Water Line Easement and Right-of-Way (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.

32031 726

IN WITNESS WHEREOF, the Grantor has caused this Grant of Water Line Easement and Right-of-Way to be executed as of the date and year first above written.

[SIGNATURE PAGES FOLLOW]

WITNESS

M. O. Thordahl III**ROCKVILLE METRO PLAZA I, L. L. C.**

A Maryland limited liability company

By: F. P. Rockville Limited Partnership

Its Member

By: Foulger Investments, Inc.

Its General Partner

By: Clayton F. FoulgerName: CLAYTON F. FOULGERTitle: VICE PRESIDENT

ACKNOWLEDGEMENT

COUNTY OF FREDERICK

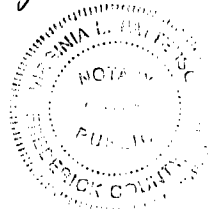
STATE OF MARYLAND

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) ss:
)

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date CLAYTON F. FOULGER personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Grant of Water Line Easement and Right-of-Way bearing date as of JANUARY 12, 2006, who, being by me first duly sworn, acknowledged that he is a VICE PRESIDENT of Foulger Investments, Inc., a Maryland corporation, the general partner of F. P. Rockville Limited Partnership, a Maryland limited partnership, a member of Rockville Metro Plaza I, L. L. C. which entity is the Grantor in the foregoing and annexed instrument, and that he, being duly authorized so to do, executed said instrument on behalf of said entity as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 12th day of JANUARY, 2006.Virginia L. Patton
Notary Public

[Notarial Seal]

My Commission Expires: 11/1/06

NOTARY PUBLIC
FREDERICK COUNTY, MD
My Commission Expires
November 1, 2006

WITNESS

M. O. Twotick II

**F. P. ROCKVILLE II
LIMITED PARTNERSHIP**
a Maryland limited partnership

By: Foulger Investments, Inc.
Its General Partner

By: Clayton Foulger

Name: CLAYTON F. FOULGER

Title: Vice President

ACKNOWLEDGEMENT
COUNTY OF Frederick

STATE OF MARYLAND

)
) ss:
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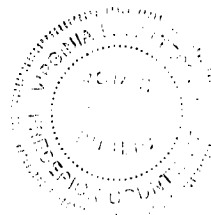
Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date CLAYTON F. FOULGER personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Grant of Water Line Easement and Right-of-Way bearing date as of January 12, 2006, who, being by me first duly sworn, acknowledged that he is a Vice President of Foulger Investments, Inc., a Maryland corporation, the general partner of F. P. Rockville II Limited Partnership, a Maryland limited partnership which entity is the Grantor in the foregoing and annexed instrument, and that he, being duly authorized so to do, executed said instrument on behalf of said entity as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 12th day of January, 2006.

Virginia L. Ritten
Notary Public

[Notarial Seal]

My Commission Expires: 11/1/06



VIRGINIA L. RITTEN
NOTARY PUBLIC
FREDERICK COUNTY, MD
My Commission Expires
11/1/2006

WITNESS

M. O. Dwyer III

**F. P. ROCKVILLE III
LIMITED PARTNERSHIP**
a Maryland limited partnership

By: Foulger Investments, Inc.
Its General Partner

By: Clayton Foulger

Name: CLAYTON F. FOULGER

Title: Vice President

ACKNOWLEDGEMENT.
COUNTY OF FREDERICK

STATE OF MARYLAND

)
) ss:
)

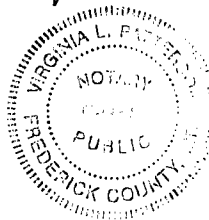
Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date CLAYTON F. FOULGER personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Grant of Water Line Easement and Right-of-Way bearing date as of JANUARY 12, 2006, who, being by me first duly sworn, acknowledged that he is a Vice President of Foulger Investments, Inc., a Maryland corporation, the general partner of F. P. Rockville III Limited Partnership, a Maryland limited partnership which entity is the Grantor in the foregoing and annexed instrument, and that he, being duly authorized so to do, executed said instrument on behalf of said entity as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 12TH day of JANUARY, 2006.

Virginia L. Patterson
Notary Public

[Notarial Seal]

My Commission Expires: 11/1/06



VIRGINIA L. PATTERSON
NOTARY PUBLIC
FREDERICK COUNTY, MD
My Commission Expires
November 1, 2006

JOINDER OF LENDERS

~~GUARDIAN LIFE INSURANCE COMPANY OF AMERICA~~ the holder of a first lien security interest in a portion of the Subject Property of which the Easement Area is a part hereby consents to the foregoing grant by Rockville Metro Plaza I, L. L. C.

By: _____

Name: _____

Title: _____

NOT REQUIRED - EASEMENT DOES NOT CROSS OWNERSHIP LOT 16-A

WACHOVIA BANK NATIONAL ASSOCIATION the holder of a first lien security interest in a portion of the Subject Property of which the Easement Area is a part hereby consents to the foregoing grant by F. P. Rockville II Limited Partnership and F. P. Rockville III Limited Partnership

By: 

Name: WILLIAM A. LITCHFIELD

Title: SENIOR VICE PRESIDENT

CERTIFIED CORRECT:

Matthew E. Joyce

MATTHEW E. JOYCE
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION NUMBER 21150



06/07/2008

HUNGERFORD DRIVE - MARYLAND ROUTE 355

(VARIABLE R/W)

BASELINE OF RIGHT-OF-WAY S.H.A. PLAT No. 42304

P.O.B.

S 32°36'20" E 499.94'

N 57°23'40" E 20.00'

N 57°14'54" E 5.00'

S 32°36'20" E 281.74'

S 32°36'20" E 214.41'

N 32°36'20" W 16.26'

N 32°36'20" W 290.46'

20' PUE, PAE & STORM DRAIN EASEMENT

WATER LINE EASEMENT
7,276 SQ. FT.
OR
0.16703 ACRES

S 12°23'40" W 35.36'
S 56°35'48" W 32.83'

EAST MIDDLE LANE
(70' R/W)
BASELINE OF RIGHT-OF-WAY S.H.A. PLAT No. 42304

OWNERSHIP LOT 16-A
47,448 S.F.
OR
1.08926 AC.

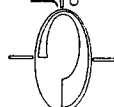
OWNERSHIP LOT 16-B
106,311 S.F.
OR
2.44057 AC.

(B)

S57°14'54" W 216.82'

1" = 50'

MSP MADES/91
PER P.B. 181 P. 20202

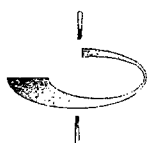


JOYCE ENGINEERING CORPORATION
CIVIL ENGINEERING LAND SURVEYING LAND PLANNING CONSTRUCTION MANAGEMENT
10766 BALTIMORE AVENUE - BELTSVILLE, MARYLAND 20705
TEL: (301) 595-4353 FAX: (301) 595-4650 WEB: www.joyceeng.com

EXHIBIT "B"
SKETCH SHOWING A
WATER LINE EASEMENT

LOT 16, BLOCK "B", PLAT NO. 21142
OWNERSHIP LOT 16-B, BLOCK "B", PLAT NO. 21143
1" = 50' JULY, 2003

32031 732



JOYCE ENGINEERING CORPORATION

CIVIL ENGINEERING LAND SURVEYING LAND PLANNING CONSTRUCTION MANAGEMENT

EXHIBIT A

June 2005

Description of Waterline Easement

Part of Ownership Lot 16-B
CITY CENTER

Rockville (4th) Election District
Montgomery County, Maryland

PENSION BENEFIT FUND INC, OWNER

to

City of Rockville
Montgomery County, Maryland

Being part of that piece, parcel or tract of land situate, lying, and being in the Rockville Election District No. 4, Montgomery County, Maryland, known as Lot 16 on a Plat of Subdivision entitled "LOTS 16 & 17, Block 'B,' CITY CENTER" and recorded among the land records of the aforesaid County as Plat Number 21142, also being on Ownership Lot 16-B on a Ownership Plat entitled "OWNERSHIP LOTS 16-A & 16-B, CITY CENTER", and recorded among the land records of the aforesaid County as Plat Number 21143 and being more particularly described as follows:

Beginning for the same at a point on the Western right-of-way of Hungerford Drive (Maryland Route 355), said point also lying at the intersection of the South 32°36'20" East 499.94' and South 12°23'40" West 35.36' lines as described on the aforementioned Plat Nos. 21142 and 21143; thence running with said South 12°23'40" West 35.36' line the following courses and distances:

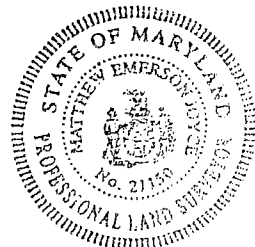
- 1) South 12°23'40" West, 35.36 feet to a point; thence running in, through, over, and across as to include part of said Ownership Lot 16-B
- 2) North 32°36'20" West, 290.46 feet to a point on the common line with Ownership Lot 16-A; thence running with said lot line
- 3) North 57°14'54" East, 5.00 feet to a point; thence
- 4) North 32°36'20" West, 16.26 feet to a point; thence running in, through, over, and across as to include part of said Ownership Lot 16-B
- 5) North 57°23'40" East, 20.00 feet to a point on Ownership Lot 16-A on the Western right-of-way of Hungerford Drive (Maryland Route 355); thence running with said right-of-way
- 5) South 32°36'20" East, 281.74 feet to the point of beginning containing a computed area of 7.276 square feet or 0.16703 acres of land.

Subject to any and all easements and/or rights of way of record.

Certified Correct

Matthew E. Joyce
Registered Professional Land Surveyor
Maryland Registration No. 21150

cc/ky 2005
Date



32031 733

Mail To



FOULGER-PRATT

Ray G. Pratt
Superintendent

Foulger-Pratt Contracting, LLC

9600 Blackwell Road, Suite 200 ■ Rockville, MD 20850
240 499 9600 ■ 301 674 2839 mobile ■ 240 499 9601 fax
rpratt@foulgerpratt.com ■ www.foulgerpratt.com