

**GRANT OF STORM DRAIN EASEMENT**

THIS GRANT OF STORM DRAIN EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **COMMUNITY ASSOCIATES, LLC**, a Maryland limited liability company (hereinafter referred to as the “**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, more particularly described on Exhibit A, attached hereto and made a part hereof (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 2024-00493 approved on October 23, 2024 (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: 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 storm drainage easement described and shown on Exhibits B and C 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. Subject to the City’s approval, the Grantor shall be responsible for installing and maintaining any landscaping within the Storm Drain Easement Areas.

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 Areas 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 Areas that are 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 Areas (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:**

**COMMUNITY ASSOCIATES, LLC,**  
a Maryland limited liability company

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS:**

**CITY:**

**THE MAYOR AND COUNCIL OF  
ROCKVILLE**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Reviewed for legal sufficiency by:

\_\_\_\_\_  
Nicholas D. Dumais  
Senior Assistant City Attorney

\* \* \*

STATE OF: \_\_\_\_\_

\*

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COUNTY OF: \_\_\_\_\_

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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:

Community Realty Co., Inc.  
11161 New Hampshire Avenue, Suite 200  
Silver Spring, MD 20904

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

All of that certain parcel of land situated in the City of Rockville, Montgomery County, Maryland and described as follows:

PARCEL "A" IN THE SUBDIVISION KNOWN AS "PLAT 19, ROCKSHIRE VILLAGE CENTER" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 102 AT PLAT 11598 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

**EXHIBIT B**

**DESCRIPTION OF STORM DRAIN EASEMENT AREAS**

**EXHIBIT C**

**PLAN SHOWING STORM DRAIN EASEMENT AREAS**