

Parcel ID No. _____

GRANT OF STORM DRAIN EASEMENT

THIS GRANT OF STORM DRAIN EASEMENT is made this _____ day of _____, 2025, by and between **MICHAEL HARRIS AT TOWER**, a Maryland limited liability company (hereinafter “**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. STP2024-00473 dated August 16, 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: That in consideration of the above recitals, the sum of Ten Dollars (\$10.00) paid by the City, and other good and valuable consideration, the receipt of which is hereby acknowledged, 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, 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 Grantor may designate and as may be acceptable to the City, but in no event

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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-owned fences, benches, trash/recycling cans, landscaping and hardscaping not in accordance with City standards and specifications in the Storm Drain Easement Areas disturbed or damaged by the City's 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.

[SIGNATURE PAGES FOLLOW]

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

WITNESS:

GRANTOR:

By: _____

Name: _____

Title: _____

* * *

STATE OF: _____

*

*

COUNTY OF: _____

*

I HEREBY CERTIFY that on this _____ day of _____, 2025, 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 _____, 2025.

Witness my hand and official seal this _____ day of _____, 2025.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

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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 _____, 2025, 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 _____, 2025.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

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CONSENT OF TRUSTEES

The undersigned trustee(s) named in a certain deed of trust dated _____, securing repayment of a loan from _____, and recorded among the Land Records of Montgomery County, Maryland, in Liber _____, Folio _____, with the consent of the holder of the note secured by said deed of trust, does hereby consent to the foregoing Grant of Storm Drain Easement and agree that his/her interest in the Subject Property shall be subordinate and subject thereto.

Trustee

Date

STATE OF MARYLAND;

SS:

COUNTY OF MONTGOMERY:

I hereby certify that on this _____ day of _____, 2025, before me, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Grant of Storm Drain Easement and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

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

Notary Public

My Commission Expires: _____ Return original instrument to:

Erin E. Girard, Esq.
Lerch, Early & Brewer, Chtd.
7600 Wisconsin Avenue, Suite 700
Bethesda, Maryland 20814

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Exhibit A



**DESCRIPTION OF TOWER OAKS PROPERTY
CITY OF ROCKVILLE
4TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND**

Being all of Parcel D, Block D, as shown on the plat entitled "Parcels C, D, E and F, Block D, Tower Oaks", recorded as Plat No. 23507, all among the Land Records of Montgomery County, Maryland.

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TAX ACCT NOS: 04-03580382
SD ESMTS

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

EXHIBIT B
DESCRIPTION OF PART OF THE PROPERTY OF
2250 TOWER OAKS BOULEVARD, LLC
BOOK 66096 PAGE 447
AND BEING PART OF
BLOCKS A & B
TOWER PRESERVE
PLAT NO. _____
PLAT NO. _____
4TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being part of the property acquired by 2250 Tower Oaks Boulevard, LLC, a Maryland limited liability company, from 2250 Tower Oaks Boulevard, LLC a Maryland limited liability company, formerly known as 2400 Tower Oaks Boulevard, LLC, by confirmatory deed dated August 1, 2022 and recorded in Book 66096 at Page 447 and also being part of Lots 18 through 29 and Parcels A and B, Block A, Tower Preserve as shown on Plat No. _____ and also being part of Lot 34 and Parcels A and B, Block B, Tower Preserve as shown on Plat No. _____ all among the Land Records of Montgomery County, Maryland and being more particularly described in the datum of Maryland State Grid North (NAD83/2011) as follows:

PART 1

Beginning for the same at a point on the North 74° 10' 40" West, 20.01 foot plat line of Parcel A, Block B, Tower Preserve, being 6.82 feet easterly from the westerly end thereof, said point also marking the common line of Rosefield Lane, 55 feet wide, recorded as Plat No. _____ among the aforesaid Land Records; thence running with a portion of said plat line of Parcel A, Block B, Tower Preserve and said common line of Rosefield Lane, the following two (2) courses and distances

1. North 74° 10' 40" West, 6.82 feet to a point; thence
2. North 30° 22' 00" West, 14.73 feet to a point; thence leaving said plat line and said common line of Rosefield Lane and running so as to cross and include a portion of said Parcel A, Block B, the following three (3) courses and distances
3. North 29° 36' 08" East, 143.44 feet to a point; thence
4. North 65° 58' 28" East, 45.06 feet to a point; thence
5. North 27° 13' 49" East, 4.13 feet to a point on the southeasterly line of Towler Street, 60 foot wide, recorded as Plat No. _____ among the aforesaid Land Records; thence running with a portion of said southeasterly line of Towler Street
6. 22.32 feet along the arc of a non-tangent curvet to the left, having a radius of 211.21 feet and a chord bearing and distance of South 89° 04' 10" East, 22.31 feet to a point; thence leaving said southeasterly line of Towler Street and running so as to cross and include a portion of said Lot 34 and Parcel A, Block B, the following three (3) courses and distances
7. South 27° 13' 49" West, 18.26 feet to a point; thence
8. South 63° 34' 56" West, 51.50 feet to a point; thence

Our Site Set on the Future.



9. South 29° 04' 25" West, 139.36 feet to the point of beginning, containing 3,838 square feet or 0.08811 Acres of land as shown on Exhibit C attached.

PART 2

Beginning for the same at a point marking the westerly end of the North 72° 14' 39" West, 132.00 foot plat line of Block A, Tower Preserve, said point also marking the common line of Parcel E, Block D, Tower Oaks, recorded as Plat No. 23507 among the aforesaid Land Records; thence leaving said westerly end of the North 72° 14' 39" West, 132.00 foot plat line of Block A, Tower Preserve and running with the common line of Parcel E, Block D, Tower Oaks, the following two (2) courses and distances

1. North 77° 14' 39" West, 83.50 feet to a point; thence
2. North 04° 00' 21" East, 2.36 feet to a point; thence leaving said common line of Parcel E, Block D, Tower Oaks, and running so as to cross and include a portion of Lots 18 through 29 and Parcel B, Block A, Tower Preserve, recorded as said Plat No. _____, the following three (3) courses and distances
3. South 85° 45' 18" East, 33.77 feet to a point; thence
4. South 74° 10' 44" East, 325.36 feet to a point; thence
5. North 27° 46' 40" East, 9.44 feet to a point on the southerly line of Hillpark Lane, width varies, recorded as said Plat No. _____; thence running with a portion of said southerly line of Hillpark Lane
6. South 62° 13' 20" East, 23.00 feet to a point; thence leaving said southerly line of Hillpark Lane and running so as to cross and include a portion of said Parcel B, Block A, Tower Preserve
7. South 27° 46' 40" West, 20.74 feet to a point on the common line of said Parcel E, Block D, Tower Oaks; thence running with said common line of Parcel E, Block D, Tower Oaks, the following four (4) courses and distances
8. North 75° 59' 39" West, 74.27 feet to a point; thence
9. North 55° 59' 39" West, 28.50 feet to a point; thence
10. North 73° 59' 39" West, 61.50 feet to a point; thence
11. North 72° 14' 39" West, 132.00 feet to the point of beginning, containing 3,751 square feet or 0.08611 acres of land as shown on Exhibits B and C attached.

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.

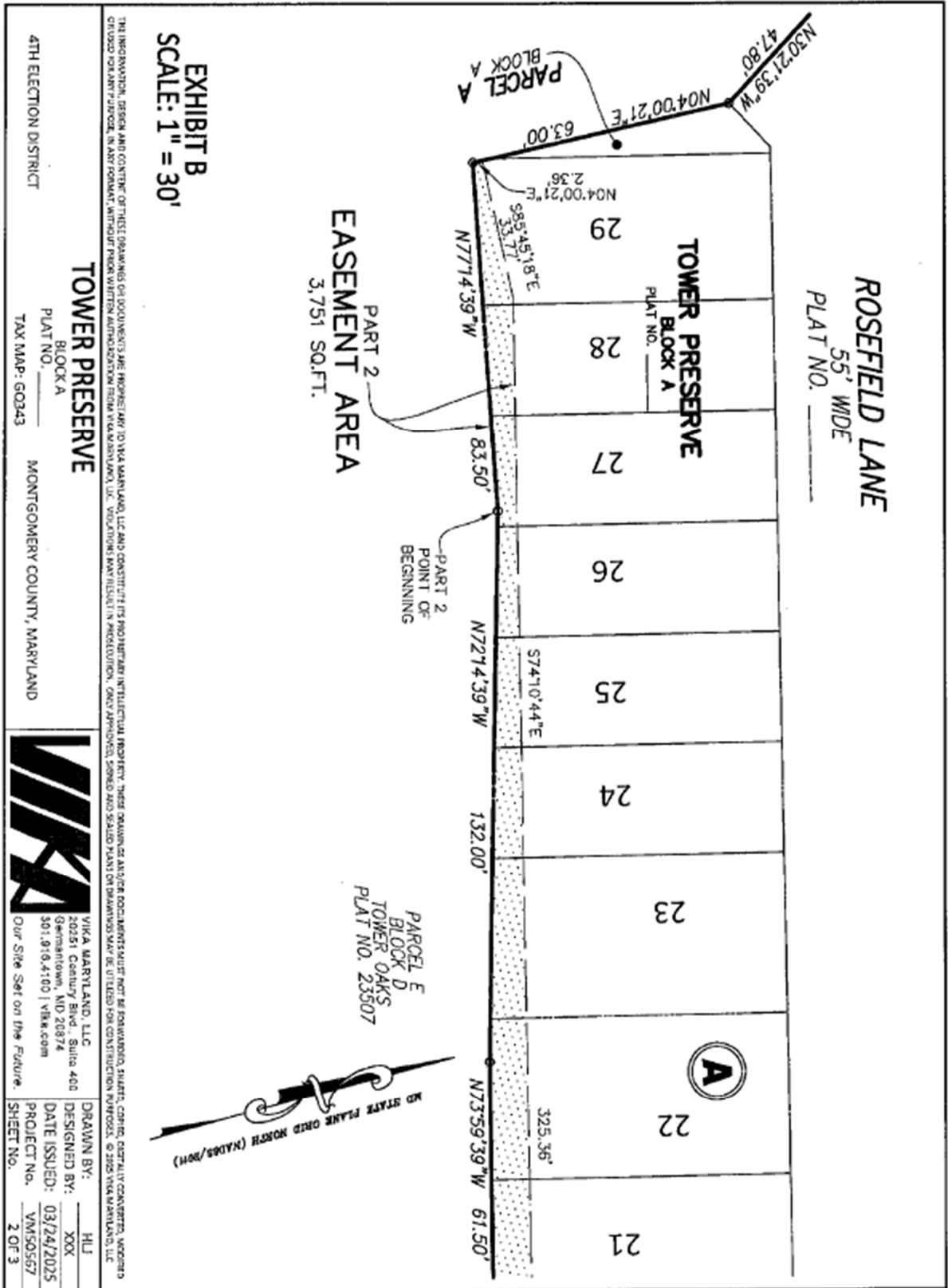
Date

Harry L. Jenkins
Property Line Surveyor
Maryland No. 606
License Expires: April 21, 2027

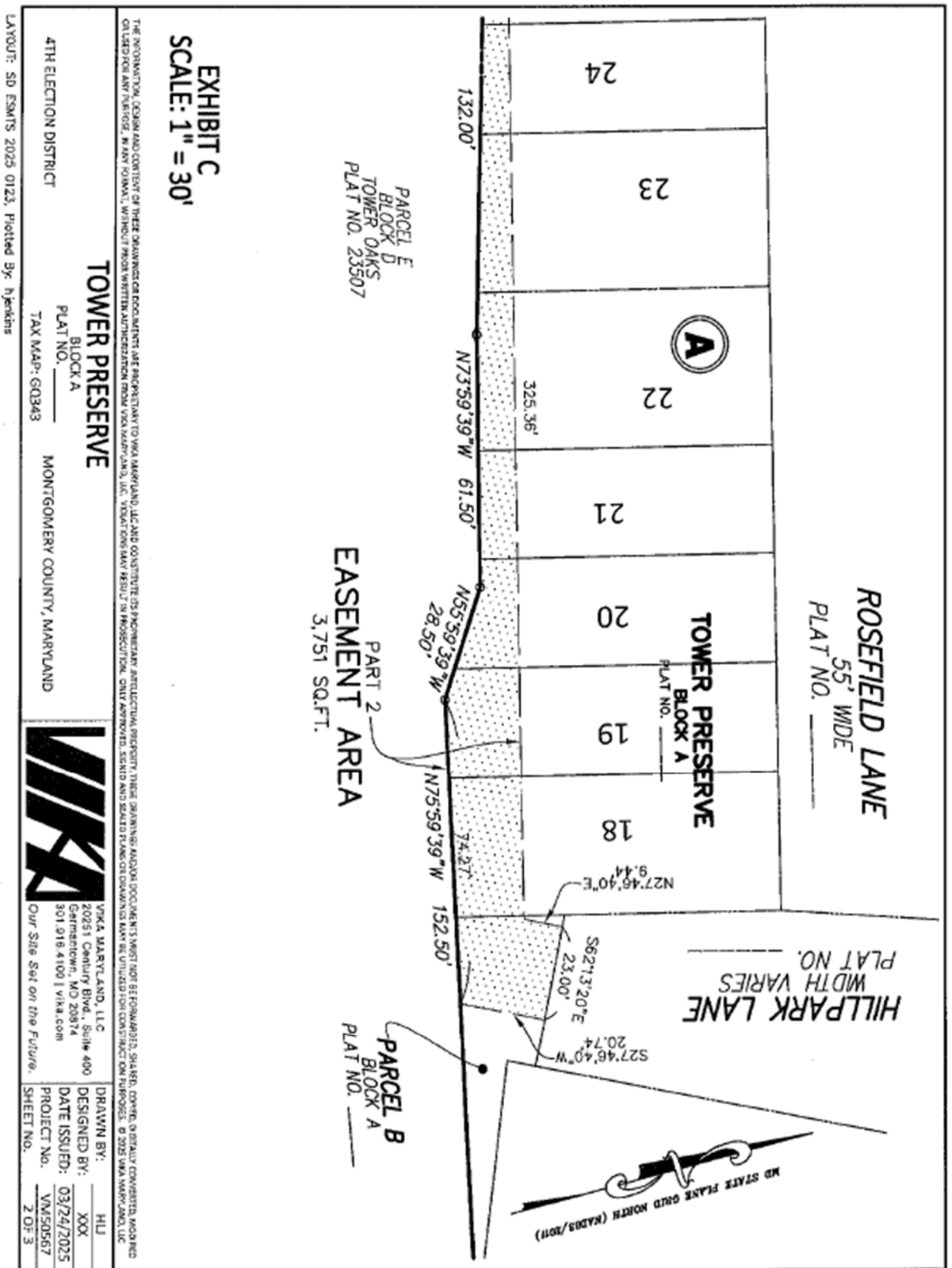
Our Site Set on the Future.



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