

GRANT OF PUBLIC IMPROVEMENTS EASEMENT

THIS GRANT OF PUBLIC IMPROVEMENTS EASEMENT is made this _____ day of _____, 2025, by and between **COMMUNITY ASSOCIATES, LLC**, a Maryland limited liability company (hereinafter referred to as “**Grantor**”), and **THE MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of the State of Maryland (the “**City**”).

WITNESSETH:

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 certain easements for public improvements within the Subject Property; and

WHEREAS, it is the desire and intent of the Grantor to hereby establish across the Subject Property easements for the construction, maintenance, and use of a public sidewalk (collectively, the “**Public Improvements**”).

NOW, THEREFORE, 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 and the City hereby agree as follows:

1. The foregoing recitals are incorporated herein and made a part hereof.
2. The Grantor hereby establishes, dedicates, and grants in perpetuity for the benefit of the City, its successors, transferees and assigns, and for the benefit of the public at large, non-exclusive easement over, across and through those portions of the Subject Property depicted on Exhibit B attached hereto and made a part hereof (the “**PIE Easement Areas**”) for the maintenance, repair, replacement, inspection and use of the Public Improvements.
3. The Grantor hereby further grants the City an easement and right of passage on, through, over, under and across the PIE Easement Areas for purposes of inspecting the Public Improvements and performing any necessary repairs, maintenance or reconstruction thereto.
4. The foregoing grants are made subject to the following terms, restrictions, and conditions:

A. Except as necessary or desirable in connection with construction of the Public Improvements, the Grantor shall not otherwise construct, nor permit to be constructed, any building or structure, or install any trees within the PIE Easement Areas without first obtaining the City's written permission unless shown on the Approvals.

B. The Grantor shall obtain all required permits and approvals for the installation of the Public Improvements (the “**Permits**”) and post all required bonds. The Grantor shall install the Public Improvements within the PIE Easement Areas consistent with the City standards and in accordance with the Permits.

C. Following the release of all Permits and bonds, it shall be City’s responsibility to inspect, maintain, repair and replace the Public Improvements as necessary. Other than the Public Improvements, the City shall have no responsibility to install, inspect, maintain, repair, or replace any trees, landscaping, or improvements within the PIE Easement Areas.

D. The Grantor reserves the right to grant such other easements, rights or privileges to such other persons or entities for the installation and repair of utilities, or for any other legal purpose, so long as such purposes do not substantially or materially interfere with the easements, obligations, understandings, and agreements established herein, and provided that all applicable City permits and approvals are first obtained.

5. The 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 Public Improvements Easement. The Grantor further certifies that all parties with an interest in the Subject Property necessary to give full effect to this Grant of Public Improvements Easement have signed, or otherwise consented in writing, to this document.

6. All correspondence directed to the City may be sent c/o the Director of Public Works, copy to the Director of Planning and the City Attorney, at City Hall, 111 Maryland Avenue, Rockville, Maryland 20850-2364. All correspondence directed to the Grantor may be sent to:

c/o RMJ Development Group, LLC
1650 Tysons Boulevard, Suite 820
McLean, VA 22102
Silver Spring, MD 20904

With copies to:

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

7. The Grantor will warrant specially said Public Improvements Easement granted herein and will execute such further assurances as may be requisite.

8. This Grant of Public Improvements Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland.

9. All provisions of this Grant of Public Improvements Easement, including the benefits and burdens, shall touch, concern and run with the land, and shall inure to the benefit of and be binding upon the Grantor, the City, and each of their respective successors, transferees and assigns. In the event of a transfer by the Grantor of its interest in the Subject Property, the Grantor shall have no further liability under this Grant of Public Improvements Easement.

10. The Grantor does hereby agree to record this Grant of Public Improvements Easement in the Land Records of Montgomery County, Maryland at the Grantor's expense within ten (10) days following full execution of this instrument and shall provide the City with documentary proof of recordation within five (5) days following said recordation.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Declaration of Public Improvements Easement under seal on the date first written above.

GRANTOR:

COMMUNITY ASSOCIATES, LLC, a
Maryland limited liability company

By: _____
Name: _____
Title: _____

WITNESS:

**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: _____

*

*

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:

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

PLAN SHOWING PUBLIC IMPROVEMENTS EASEMENT AREAS