

Parcel ID No. _____

GRANT OF WATER AND SANITARY SEWER EASEMENT

THIS GRANT OF WATER AND SANITARY SEWER EASEMENT is made this _____ day of _____, 2025 by **MICHAEL HARRIS AT TOWER**, a Maryland limited liability company (“**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 certain easements for water and sanitary sewer lines within the Subject Property.

WITNESSETH: That in consideration of the sum of Ten Dollars (\$10.00) paid by the City, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to the City, its successors and assigns, water and sewer easements for the purposes and on the terms and conditions set forth in this Grant of Water and Sanitary Sewer Easement (“**Water and Sewer Easement**”) at the locations described on Exhibit B and shown on Exhibit C attached hereto and made a part hereof (the “**Water and Sewer Easement Area**”).

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

AND 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 Water and Sewer Easement Area, will neither perform nor permit upon or within the above-described Water and Sewer Easement Area: (i) the erection or installation of any structure, building or other improvements, except for the installation of concrete and specialty paving sidewalks, benches, and site stairs (collectively, the “**Permitted Installations**”), as shown on the approved plans for the redevelopment, (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 Water and Sewer Easement Area for the purpose of installing,

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constructing, reconstructing, maintaining, repairing, operating, and inspecting the 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 Water and Sewer 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 Water and Sewer Easement, the City shall undertake all reasonable measures to restore the Water and Sewer Easement Areas to their original condition, except that Grantor shall be solely responsible for the repair, replacement, or reinstallation of the Permitted Installations and any Grantor-owned fences, benches, trash/recycling cans, landscaping and hardscaping not in accordance with City standards and specifications in the Water and Sewer Easement Areas disturbed or damaged by the City's repair and maintenance work.

FOURTH: that all underground pipes and appurtenances which are installed pursuant to this Grant of Water and Sewer Easement in the Water and Sewer Easement Area (collectively, the "**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 Water and Sewer Easement Area, nor permit any Water and Sewer 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 Water and Sewer Easement Area, other than those for which the holder in interest has signed these documents or otherwise consented in writing to this Grant of Water and Sewer Easement. Grantor further certifies that all parties with an interest in the Water and Sewer Easement Area necessary to give full effect to this Grant of Water and Sewer Easement have signed or consented in writing to this document.

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

EIGHTH: this Water and Sewer Easement (subject to 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.

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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 _____, a _____ limited liability company, 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.

My Commission Expires: _____

Notary Public

[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 Water and Sewer 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 Water and Sanitary Sewer 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, MD 20814

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Exhibit A

Parcel ID No. _____

TAX ACCT NOS: 04-03580382
W&S ESMT

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, by deed dated August 1, 2022 and recorded in Book 66096 at Page 447 and also being part of Lots 6 and 7 and Parcels C and D, Block A, Tower Preserve as shown on Plat No. _____ and also being part of Lot 53 and Parcels A, 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 South 00° 04' 24" East, 57.94 foot plat line of Parcel C, Block A, Tower Preserve, being 34.73 feet southerly from the northerly end thereof, said point also marking the common line of Parcel F, Block D, Tower Oaks, recorded as Plat No. 23507 among the aforesaid Land Records; thence running with a portion of said South 00° 04' 24" East, 57.94 foot plat line of Parcel C, Block A, Tower Preserve, and said common line of Parcel F, Block D, Tower Oaks

1. South 00° 04' 24" East, 22.52 feet to a point; thence leaving said South 00° 04' 24" East, 57.94 foot plat line of Parcel C, Block A, Tower Preserve, and said common line of Parcel F, Block D, Tower Oaks, and running so as to cross and include a portion of said Parcel C and D and Lot 7, Block A, the following six (6) courses and distances
2. North 48° 35' 48" West, 14.02 feet to a point; thence
3. North 79° 12' 59" West, 9.59 feet to a point; thence
4. South 10° 47' 01" West, 5.00 feet to a point; thence
5. North 79° 12' 59" West, 40.00 feet to a point; thence
6. North 10° 47' 01" West, 5.00 feet to a point; thence
7. North 79° 12' 59" West, 17.35 feet to a point on the westerly line of Hillpark Lane, width varies, as recorded in Plat No. _____ among the aforesaid Land Records; thence running with said westerly line of Hillpark Lane
8. North 10° 47' 01" East, 20.00 feet to a point; thence leaving said westerly line of Hillpark Lane and running so as to cross and include a portion of said Lot 6 and Parcel C and D, Block A, the following six (6) courses and distances
9. South 79° 12' 59" East, 17.35 feet to a point; thence

Our Site Set on the Future.



10. North 10° 47' 01" East, 5.00 feet to a point; thence
11. South 79° 12' 59" East, 40.00 feet to a point; thence
12. South 10° 47' 01" West, 5.00 feet to a point; thence
13. South 79° 12' 59" East, 9.55 feet to a point; thence
14. South 46° 37' 04" East, 9.32 feet to the point of beginning, containing 1,935 square feet or 0.04442 acres of land as shown on Exhibit C attached.

PART 2

Beginning for the same at a point on the North 29° 15' 43" East, 144.57 foot plat line of Parcel A, Block B, Tower Preserve, being 12.39 feet southerly from the northerly end thereof, said point also marking the easterly line of Tower Oaks Boulevard, width varies, as recorded in Plat Book 159 as Plat No. 18042 among the aforesaid Land Records; thence running reversely with a portion of said North 29° 15' 43" East, 144.57 foot plat line of Parcel A, Block B, Tower Preserve and said easterly line of Tower Oaks Boulevard

1. North 29° 15' 43" East, 12.39 feet to a point marking the northwesterly line of Towler Street, 60' wide, recorded as Plat No. _____ among the aforesaid Land Records; thence leaving said North 29° 15' 43" East, 144.57 foot plat line of Parcel A, Block B, Tower Preserve and said easterly line of Tower Oaks Boulevard and running with said northwesterly line of Towler Street
2. North 76° 47' 43" East, 11.80 feet to a point; thence leaving said northwesterly line of Towler Street and running so as to cross and include a portion of said Parcel A, Block B, Tower Preserve, the following five (5) courses and distances
3. South 62° 58' 15" East, 8.56 feet to a point; thence
4. South 74° 10' 39" East, 155.36 feet to a point; thence
5. North 23° 24' 11" East, 14.03 feet to a point; thence
6. North 60° 05' 18" West, 71.10 feet to a point; thence
7. North 15° 51' 25" West, 6.90 feet to a point on said northwesterly line of Towler Street; thence running with a portion of said northwesterly line of Towler Street
8. 32.88 feet along the arc of a non-tangent curve to the left, having a radius of 63.01 feet and a chord bearing and distance of North 51° 28' 53" East, 32.51 feet to a point; thence leaving said northwesterly line of Towler Street and running so as to cross and include a portion of Lot 53 and Parcel A, Block B, Tower Preserve, the following ten (10) courses and distances
9. South 15° 51' 25" East, 7.23 feet to a point; thence
10. South 60° 05' 18" East, 83.78 feet to a point; thence
11. South 10° 47' 01" West, 40.17 feet to a point; thence
12. North 79° 12' 59" West, 9.00 feet to a point; thence
13. South 10° 47' 01" West, 8.72 feet to a point; thence
14. South 23° 27' 02" West, 17.61 feet to a point; thence
15. North 74° 10' 39" West, 162.27 feet to a point; thence

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16. North 15° 49' 21" East, 9.89 feet to a point; thence
17. North 74° 13' 36" West, 21.19 feet to a point; thence
18. North 62° 58' 15" West, 20.14 feet to the point of beginning, containing 9,050 square feet or 0.20776 acres of land as shown on Exhibit 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

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