

Parcel Identifier No. 04-00146900

GRANT OF PUBLIC IMPROVEMENTS EASEMENT

THIS GRANT OF PUBLIC IMPROVEMENTS EASEMENT is made this _____ day of _____, 2025, by and between **Pulte Home Company, LLC**, a Michigan 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 2024-00474 approved on October 9, 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:

Pulte Home Company, LLC
9302 Lee Highway, Suite 1000
Fairfax, VA 22031

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:

PULTE HOME COMPANY, LLC, a
Michigan 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:

Pulte Home Company
9302 Lee Highway, Suite 1000
Fairfax, VA 22031

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:

The property acquired by Pulte Home Company, LLC, a Michigan limited liability company from Twinbrook Community Church, a Maryland non-profit corporation, by deed dated October 1, 2025 and recorded in Book 69704 at Page 255, and also being part of Parcel A-1, MetroPlace at Twinbrook, recorded as Plat No.~~, all among the Land Records of Montgomery County, Maryland.

EXHIBIT B

PLAN SHOWING PUBLIC IMPROVEMENTS EASEMENT AREAS

P.I.E. LINE TABLE		
NO.	BEARING	DISTANCE
P1	N31°40'07"W	23.94'
P2	N31°48'43"W	13.67'
P3	R=20.00' L=4.41' CB=S38°07'34"E CD=4.40'	
P4	N44°26'26"W	4.70'
P5	R=20.00' L=4.45' CB=N38°04'03"W CD=4.44'	
P6	N31°41'40"W	24.22'
P7	N32°18'46"W	26.57'
P8	N31°24'03"W	7.13'
P9	R=50.00' L=4.07' CB=N33°45'01"W CD=4.07'	
P10	N36°05'04"W	6.78'
P11	R=21.00' L=1.52' CB=S22°14'37"E CD=1.52'	
P12	N20°10'15"W	1.35'
P13	R=89.00' L=53.56' CB=S37°24'43"E CD=52.76'	

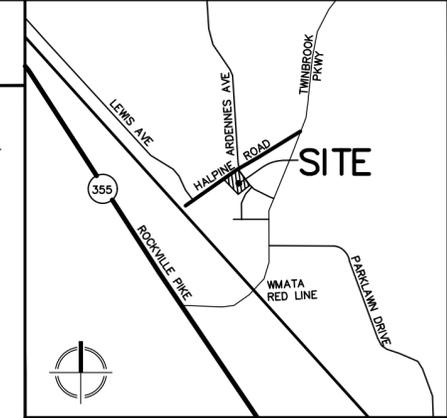
CURVE TABLE							
NO.	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	DELTA	
C1	25.00'	38.74'	24.48'	S76°10'46"E	34.98'	88°47'23"	
C2	635.00'	99.22'	49.71'	S36°15'38"E	99.12'	08°57'10"	
C3	1740.00'	60.30'	30.15'	N58°26'00"E	60.30'	01°59'08"	
C4	437.36'	30.25'	15.13'	N32°01'09"W	30.24'	03°57'45"	
C5	413.36'	28.48'	14.24'	N31°58'49"W	28.47'	03°56'50"	
C6	23.00'	11.46'	5.85'	N21°20'45"W	11.35'	28°33'24"	
C7	23.00'	12.57'	6.45'	N51°16'53"W	12.41'	31°18'52"	
C8	641.00'	98.95'	49.57'	N36°12'23"W	98.85'	08°50'41"	

Community Planning & Development Services
Received
November 24, 2025

PLAT NO. _____

AREA TABULATION

2 LOTS	34,445 SQ.FT. OR 0.7908 ACRES
PARCEL A-1	29,401 SQ.FT. OR 0.0749 ACRES
STREET DEDICATION	1,735 SQ.FT. OR 0.0398 ACRES
TOTAL AREA OF THIS PLAT	65,581 SQ.FT. OR 1.5055 ACRES



VICINITY MAP
SCALE: 1" = 2000'

OWNERS CERTIFICATE

WE, THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAT OF SUBDIVISION AND ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND WILL DEDICATE THE AREA SHOWN HEREON FOR PUBLIC STREET PURPOSES (A PORTION OF ARDENNES AVENUE).
FURTHERMORE, WE AS OWNERS OF THIS SUBDIVISION, OUR SUCCESSORS AND ASSIGNS, WILL CAUSE ALL PROPERTY CORNER MARKERS AND ANY OTHER REQUIRED MONUMENTATION TO BE SET BY A MARYLAND PROFESSIONAL LAND OR PROPERTY LINE SURVEYOR IN ACCORDANCE CHAPTER 25, ARTICLE 21, SECTION 25.21.25 OF THE ROCKVILLE CITY CODE.
FURTHERMORE, WE GRANT TO PEPCO, WASHINGTON GAS AND LIGHT COMPANY, AND VERIZON, AND TO THEIR RESPECTIVE SUCCESSORS, AGENTS AND ASSIGNS, A "10' PUBLIC UTILITY EASEMENT" DESIGNATED HEREON AS "P.U.E.", SAID EASEMENT BEING GRANTED WITH THE TERMS AND PROVISIONS SET FORTH IN A CERTAIN DOCUMENT ENTITLED "DECLARATION OF EASEMENT" RECORDED IN LIBER 3834 AT FOLIO 457 AMONG THE SAID LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, SAID TERMS AND PROVISIONS BEING INCORPORATED HEREIN BY THIS REFERENCE.
THERE ARE NO RECORDED SUITS, ACTIONS AT LAW, LIENS, LEASES, MORTGAGES OR TRUSTS AFFECTING THE PROPERTY INCLUDED IN THIS PLAT OF SUBDIVISION.

OWNER:
PULTE HOME COMPANY, LLC,
A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____ DATE _____
NAME: _____
TITLE: _____

NOTES

- 1.) THE SUBJECT PROPERTY IS LOCATED ON TAX ASSESSMENT MAP NO. G0563 WITH TAX ACCOUNT NOS. OF 04-00146900, ZONED RF-FZ AS OF DATE OF RECORDATION OF THIS PLAT.
- 2.) THE HORIZONTAL DATUM IS MARYLAND STATE PLANE GRID NAD83/2011.
- 3.) THIS SUBDIVISION RECORD PLAT IS NOT INTENDED TO SHOW EVERY MATTER AFFECTING THE OWNERSHIP AND USE, NOR EVERY MATTER RESTRICTING THE OWNERSHIP AND USE, OF THE PROPERTY. THE SUBDIVISION RECORD PLAT IS NOT INTENDED TO REPLACE AN EXAMINATION OF TITLE OR TO DEPICT OR NOTE ALL MATTERS AFFECTING TITLE.
- 4.) ALL TERMS, CONDITIONS, AGREEMENTS, LIMITATIONS, AND REQUIREMENTS ASSOCIATED WITH ANY SITE PLAN, PROJECT PLAN OR OTHER PLAN ALLOWING DEVELOPMENT OF THIS PROPERTY, APPROVED BY THE CITY OF ROCKVILLE MAYOR AND COUNCIL AND PLANNING COMMISSION ARE INTENDED TO SURVIVE AND NOT BE EXTINGUISHED BY THE RECORDATION OF THIS PLAT, UNLESS EXPRESSLY CONTEMPLATED BY THE PLAN AS APPROVED. THE OFFICIAL PUBLIC FILES FOR ANY SUCH PLAN ARE MAINTAINED BY THE PLANNING COMMISSION AND AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS.
- 5.) THE PROPERTY IS SERVED BY CITY OF ROCKVILLE WATER AND SEWER ONLY.
- 6.) PARCEL A-1 SHOWN HEREON IS SUBJECT TO A STORMWATER MANAGEMENT EASEMENT AND MAINTENANCE AGREEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.
- 7.) PARCEL A-1 SHOWN HEREON IS SUBJECT TO A PUBLIC IMPROVEMENT EASEMENT (SHOWN HEREON AS P.I.E.) TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.
- 8.) THE SUBJECT PROPERTY IS SUBJECT TO A FOREST CONSERVATION EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT, SUBJECT TO A FOREST CONSERVATION PLAN.
- 9.) PARCEL A-1 SHOWN HEREON IS SUBJECT TO AN ACCESS EASEMENT AND MAINTENANCE AGREEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.
- 10.) PARCEL A-1 AND LOT 2 SHOWN HEREON ARE SUBJECT TO A WATER METER EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT TO THE BEST OF MY PROFESSIONAL ABILITY AND THAT IT IS A RESUBDIVISION OF THE PART OF THE LAND ACQUIRED BY PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, FROM TWINBROOK COMMUNITY CHURCH, A MARYLAND NON-PROFIT CORPORATION, DATED OCTOBER 1, 2025 AND RECORDED IN BOOK 69704 AT PAGE 255, AND ALSO BEING PARCEL A, HALPINE BAPTIST CHURCH, RECORDED IN PLAT BOOK 80 AS PLAT NO. 8189 ALL AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.
I FURTHER CERTIFY THAT, ONCE ENGAGED AS DESCRIBED IN THE OWNER'S CERTIFICATE HEREON, ALL PIPES SHOWN THUS WILL BE SET AT FINISHED GRADE, IN ACCORDANCE WITH CHAPTER 25, ARTICLE 21, SECTION 25.21.25 OF THE ROCKVILLE CITY CODE. THE TOTAL AREA OF THIS PLAN OF SUBDIVISION IS 65,581 SQ.FT. OR 1.5055 ACRES SQUARE FEET LAND, OF WHICH 1,735 SQ. FT OR 0.0398 ACRES IS DEDICATED TO PUBLIC USE.

LEGEND

L	LIBER
F	FOLIO
SQ.FT.	SQUARE FEET
N	NORTHING
E	EASTING

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

THE CITY OF ROCKVILLE PLANNING COMMISSION
ROCKVILLE, MARYLAND

APPROVED _____
WITHOUT COMMITMENT TO THE INSTALLATION OF WATER, SEWER AND STREETS

CHAIR _____ CITY MANAGER _____

DATE RECORDED _____
PLAT NO. _____

DATE _____

JOSHUA G. PRICE
PROFESSIONAL LAND SURVEYOR
MARYLAND NO. 21846
LICENSE EXPIRES: MAY 31, 2026

SUBDIVISION RECORD PLAT
METROPLACE AT TWINBROOK
LOTS 1, 2 AND PARCEL A-1
& STREET DEDICATION

(BEING A RESUBDIVISION OF PARCEL A,
HALPINE BAPTIST CHURCH, PLAT NUMBER 8189)
4TH ELECTION DISTRICT
CITY OF ROCKVILLE

MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 30' DATE: NOVEMBER 13, 2025

Vika MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com
Our Site Set on the Future. PLT2025-00642