

# **ATTACHMENT C**

## **DECLARATION OF EASEMENT**

### **(Lot 4, Block 9 and Parcel 3 - Meeting Street)**

**THIS DECLARATION OF EASEMENT** (this "Declaration") is made effective as of the 28<sup>th</sup> day of September, 2021, by **FEDERAL REALTY INVESTMENT TRUST**, a Maryland Real Estate Investment Trust ("Federal").

### **RECITALS**

A. Federal is the owner of those certain parcels of land located in the Pike & Rose Mixed Use Development ("Pike & Rose Development") located in Montgomery County, Maryland commonly known as Lot 4 ("Lot 4") and Parcel 3 - Meeting Street ("Meeting Street") (together, the "Properties"), each as more particularly shown on that certain Plat No. 24860 (Lots 2, 3 and 4 & Parcels 1, 2 and 3, Block "B" Mid-Pike Plaza) dated August 12, 2014 and recorded in the Land Records of Montgomery County, Maryland.

B. As part of the Pike & Rose Development, the Properties are subject to that certain Declaration of Common Elements, Conditions, Covenants and Restrictions dated August 13, 2014, and recorded in the land records of Montgomery County, Maryland on August 15, 2014 in Liber 49052, Folio 320, as amended (the "REA") which established and imposed certain easements, covenants, conditions, rights, duties, obligations and responsibilities upon each owner and occupant as well as the Developer of the Project.

C. Federal intends to construct on Lot 4 an office building with underground parking that will extend below grade into Parcel 3 – Meeting Street ("Development").

D. In connection with such development, Federal, as the owner of the Properties and as Developer under the REA hereby grant the following easements for the benefit of Lot 4 and Parcel 3 – Meeting Street in the easement area more particularly shown on Exhibit A attached hereto (the "Easement Area") for the construction, use, operation, repair and replacement of the improvements comprising the Development ("Improvements"), including the underground parking garage below Lot 4 and Parcel 3 – Meeting Street ("Underground Parking Garage").

NOW THEREFORE, in consideration of the foregoing Recitals each of which are incorporated into and made a substantive part of this Declaration, the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Federal hereby covenants and agrees as follows:

1. Any capitalized terms not otherwise defined herein shall have the meanings set forth for such term in the REA.

2. In connection with the construction of the Underground Parking Garage, Federal, as the owner of the Properties and as the Developer under the REA, hereby grants for the benefit of Lot 4 a non-exclusive easement for the Owner of Lot 4 ("Lot 4 Owner") to install, maintain, use, repair and replace below-grade footings, foundations, parking structures, improvements and related appurtenances, which below-grade footings, foundations, parking structures and related appurtenances shall be at least thirty six (36) inches deep from the surface, within the Easement

Area necessary for the construction of the Improvements on and under Lot 4 and under Parcel 3 - Meeting Street from time to time including the non-exclusive easement over and across Meeting Street for the purposes of accessing the Easement Area for the purposes set forth herein.

3. The easement granted herein shall be a permitted encroachment in addition to the rights granted to Owners pursuant to Section 3.4 of the REA and shall be subject to the rights reserved or granted under the REA to the Developer and each Owner for the use, operation, management, maintenance and repair of their respective Common Areas and Parcels. Furthermore, Lot 4 Owner hereby acknowledges that Parcel 3 - Meeting Street is used as a private street with public access in accordance with the REA.

4. Lot 4 Owner, its employees, contractors, and agents, will perform all work (i) in a good, safe, and workmanlike manner, (ii) in accordance with all applicable laws, governmental regulations, and necessary approvals, and (iii) in a manner that minimizes disruption of the use of the Easement Area or the remainder of Parcel 3 - Meeting Street by Developer, Owners and Occupants other than as reasonably necessary to utilize the Easement Area for the purposes set forth herein. Any unreasonable disturbance to the Easement Area and the remainder of Parcel 3 - Meeting Street will promptly cease and desist upon receipt of notice thereof. Furthermore, Lot 4 Owner shall be responsible for maintaining the Underground Parking Garage in good condition and in accordance with all applicable laws, government regulations and necessary approvals for so long as such improvements remain in the Easement Area.

5. Upon completion of any work in the Easement Area, Lot 4 Owner will promptly return and restore the Easement Area to its original condition subject to leaving the Below Grade Footings in place. In the event that there is any damage caused to any of the Easement Area, and/or the remaining portions of Meeting Street, Lot 4 Owner shall return and restore such damaged areas to its original condition promptly upon notice thereof. If Lot 4 Owner fails to remedy the damage within 30 days of notice, Developer may, at its option, enter the Easement Area and or the Properties and remedy the damage on behalf of Lot 4 Owner at Lot 4 Owner's expense.

6. Upon Completion of the Underground Parking Garage, the Underground Parking Garage will be operated as one, continuous parking garage regardless of the fact that the Underground Parking Garage will exist below two separate Properties. Lot 4 Owner agrees to maintain ingress and egress within the Underground Parking Garage between Lot 4 and Parcel 3 - Meeting Street at all reasonable times subject to temporary closures for reasonable maintenance, repair, and replacement; provided, however, that access to fire and emergency exits, stairs and/or elevators will always be maintained. Furthermore, all utilities, building systems and fire and life safety systems will be maintained as a cohesive system.

7. Lot 4 Owner shall comply with all the insurance requirements and standards set forth in the REA for Owners and shall maintain such insurance not only for Lot 4 but also for the work performed and improvements installed in the Easement Area.

8. Lot 4 Owner agrees to indemnify, defend and hold harmless each Owner of the Properties and the Developer and each of their respective successors, assigns, officers, directors, shareholders, members, trustees, managers, employees and invitees from any and all claims, demands, debts, actions, causes of action, suits, obligations, losses, costs, expenses, and fees

(including reasonable attorneys' fees, disbursements, and litigation costs) arising from or in connection with the exercise of the rights granted under this Declaration or beach of terms of this Declaration, except to the extent such damage is caused by the gross negligence or willful misconduct of other Owners or Developer.

9. The easements granted herein, including the benefits and burdens, shall touch, concern, and run with the land and shall benefit and burden the Properties as set forth herein; provided, however, that the easements granted herein shall expire and be of no further force or effect at such time as there is no longer an Underground Parking Garage in place in the Easement Area.

10. This Declaration shall be governed by the laws of the State of Maryland without regard to conflicts of law provisions. The Owners of the Properties and Developer each waive trial by jury in any action relating to this Declaration. This Declaration may not be modified except by a writing executed by the party against whom such modification is sought to be enforced. Exhibits attached to this Declaration are incorporated into and made a substantive part of this Declaration.

11. In the event any term or condition of this Declaration shall, to any extent, be invalid or unenforceable, the balance of this Declaration shall not be affected thereby, and each term, covenant, or condition of this Declaration shall be valid and enforced to the fullest extent permitted by law.

12. Notwithstanding that the ownership of the properties comprising the Easement Area may now or hereafter be owned by the same individual or entity, the easements and rights herein granted and the covenants hereby imposed shall not be deemed to be extinguished by merger or otherwise and the same shall be perpetual and shall not be extinguished or modified or amended, except by an instrument duly executed by the fee simple owners and ground lessees, if any, of the properties comprising the Easement Area.

13. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any part of the Properties to the general public. The Owners of the Properties shall have the right to close all or any portion of the Easement Area to the general public in order to prevent a dedication thereof or the accrual of any rights in any person or entity not expressly granted hereunder.

14. Notwithstanding anything in this Declaration to the contrary, it is specifically understood and agreed, that if Lot 4 Owner shall fail to perform any covenant, term or condition of this Declaration, any judgment against Lot 4 Owner shall be satisfied only out of the proceeds of Lot 4 Owner's interest in Lot 4, and neither Lot 4 Owner, nor its respective assigns, officers, directors, shareholders, members, trustees, or managers shall have any liability hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Federal Realty Investment Trust has executed this Declaration under seal as of the date first written above.

WITNESS: 

BORIS H. TREKER

**FEDERAL REALTY INVESTMENT TRUST,**  
Maryland Real Estate Investment Trust

By:  [SEAL]

Name: Dawn M. Beckner

Title: Executive Vice President - Corporate

STATE OF MARYLAND

\*

\* to wit:

\*

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 28<sup>th</sup> day of September, 2021, before me, a Notary Public in and for the State and County aforesaid, personally appeared Dawn M. Becker, known to me (or satisfactorily proven) to be the EVP - Corporate, of **FEDERAL REALTY INVESTMENT TRUST**, a Maryland Real Estate Investment Trust, and that he/she, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing his/her name as such officer of **FEDERAL REALTY INVESTMENT TRUST**, a Maryland Real Estate Investment Trust.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

*Libby Petronio*

Notary Public Libby Petronio

My Commission Expires: 7/3/2023

[NOTARIAL SEAL]



**ATTORNEY'S CERTIFICATION**

I HEREBY CERTIFY that the foregoing document was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.

  
\_\_\_\_\_  
BARIS H. IPEKER, Esq.

**EXHIBIT "A"**

Easement Area (see attached)

9.27.21

V/KA Maryland, LLC  
20251 Century Blvd.  
Suite 400  
Germantown, MD 20874  
301.916.4100  
vika.com

**DESCRIPTION OF PART OF  
THE PROPERTY OF  
FEDERAL REALTY INVESTMENT TRUST  
LIBER 35028 FOLIO 457  
ALSO BEING PART OF  
PARCEL 3, BLOCK B  
MID-PIKE PLAZA  
PLAT NO. 24860  
4TH ELECTION DISTRICT  
MONTGOMERY COUNTY, MARYLAND**

Being a strip or parcel of land hereafter described running in, through, over and part of the property acquired by Federal Realty Investment Trust from William Farber and Paul Skwiersky, as co-trustees et al, by deed dated October 26, 2007 and recorded in Liber 35028 at Folio 457; also being a portion of Parcel 3, Block B, Mid-Pike Plaza, recorded as Plat No. 24860 all among the Land Records of Montgomery County, Maryland, and being more particularly described in the datum of Maryland State Grid North (NAD 83/91) as follows:

Beginning for the same at a point on the South 79° 04' 17" West, 236.27 foot plat line of aforesaid Parcel 3, Block B, being 2.17 feet northeasterly from the southwesterly end thereof, said point also marking the southerly line of Lot 4, Block B, Mid-Pike Plaza as shown on said Plat No. 24860; thence running with said plat line and said southerly line of Lot 4, Block B, Mid-Pike Plaza

1. North 79° 04' 17" East, 231.83 feet to a point; thence leaving said plat line and said southerly line of Lot 4, Block B, Mid-Pike Plaza and running so as to cross and include a portion of said Parcel #, Block B, Mid-Pike Plaza, the following five (5) courses and distances
2. South 10° 55' 43" East, 56.33 feet to a point; thence
3. South 79° 04' 17" West, 214.50 feet to a point; thence
4. North 10° 55' 43" West, 15.00 feet to a point; thence
5. South 79° 04' 17" West, 17.33 feet to a point; thence
6. North 10° 55' 43" West, 41.33 feet to the point of beginning, containing 12,800 square feet or 0.29385 acres of land.

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.

*Sept. 28, 2021*  
Date

*[Signature]*  
Harry L. Jenkins  
Property Line Surveyor  
Maryland No. 606  
License Expires; 4/21/2023







LOT 4  
PLAT NO. 24860

**FEDERAL REALTY  
INVESTMENT TRUST**  
L.35028 F.457  
**PARCEL 3**  
BLOCK B  
MID-PIKE PLAZA  
PLAT NO. 24860  
**MEETING STREET**  
(PRIVATE STREET)

TIE  
2.17'  
POINT OF BEGINNING

N79°04'17"E

236.27'

231.83'

**EASEMENT AREA**  
12,800 SQ.FT.

N10°55'43"W  
41.33'

N10°55'43"W  
15.00'

S79°04'17"W  
17.33'

S79°04'17"W

S79°04'17"W

80.00'

214.50'

258.08'

N63°33'08"W  
40.28'

133.43'

S26°16'38"E

N26°26'52"E  
30.47'

S10°55'43"E  
56.33'

**ROCKVILLE PIKE**  
MARYLAND RTE. 355  
RIGHT-OF-WAY VARIES  
MARYLAND STATE ROAD COMMISSION  
PLAT NO. 42783  
AND PLAT NOS. 24860 & 24873



LOT 5  
PLAT NO. 24873

**TRADE STREET**  
(PRIVATE STREET)  
**PARCEL 1**  
PLAT NO. 24860

SKETCH SHOWING A PORTION OF  
**FEDERAL REALTY INVESTMENT TRUST**  
LIBER 35028 FOLIO 457  
PARCEL 3, BLOCK B  
MID-PIKE PLAZA  
PLAT NO. 24860  
4TH ELECTION DISTRICT, MONTGOMERY COUNTY, MARYLAND



VIKA MARYLAND, LLC  
20251 Century Blvd., Suite 400  
Germantown, MD 20874  
301.816.4100 | vika.com  
*Our Site Set on the Future.*

DRAWN BY: HLJ  
DESIGNED BY: JP  
DATE ISSUED: 9/27/2021  
PROJECT NO. VM1538  
SCALE: 1" = 40'

LAYOUT: METTINGHOUSE ESMT. Plotted By: h.jenkins