

REVOCABLE LICENSE AND MAINTENANCE AGREEMENT

THIS REVOCABLE LICENSE AND MAINTENANCE AGREEMENT (this “License and Agreement”) is made this ____ day of _____, 2011 by and between **UPPER ROCK G/U LLC**, a Maryland limited liability company (hereinafter referred to as “**Upper Rock G/U**”), **UPPER ROCK DISTRICT OWNERS ASSOCIATION, INC.**, a Maryland corporation (hereinafter referred to as “**URDOA**”), and **THE MAYOR AND COUNCIL OF ROCKVILLE**, a Maryland municipal corporation (hereinafter referred to as the “**City**”).

RECITALS:

A. Upper Rock G/U is the owner of certain real property located within the City of Rockville, shown as Ownership Lots 9E and 9F on Plat No. 23751 recorded among the Land Records of Montgomery County, Maryland (the “**Land Records**”) on November 26, 2007 (herein referred to as the “**Property**”).

B URDOA is the lot owners association created under and having the powers set forth in that certain Upper Rock District Master Community Declaration of Covenants, Conditions, and Restrictions dated November 30, 2007 and recorded in the Land Records in Liber 35114, folio 063 (the “**Master Declaration**”), whose members are the lot owners holding title within the area that is the subject of the Master Declaration (the “**Upper Rock District**”). Upper Rock G/U is a member of the URDOA. Pursuant to Section 4.H of the Master Declaration, the URDOA has the power to levy assessments on its members, provide for the maintenance and repair of certain assigned easement areas, and contract for services for assigned easement areas.

C. The City is the owner of certain real property located within the City of Rockville, which is the subject of a deed recorded among the Land Records at Liber 35480, folio 499 on March 25, 2008, and is shown as Parcel BD, Block R on Plat No. 22753 recorded among the Land Records on December 9, 2003 (hereinafter referred to as the “**City Property**”).

D. The City approved Use Permit Amendment No. USA 2006-0696A for the Property on April 25, 2007 (the “**Use Permit**”) and Minor Site Plan Amendment STP2010-00012 on April 27, 2010 (collectively, the “**Approvals**”).

E. Use Permit conditions of approval No. 19, 22, and 23 of USA2006-0696A required Upper Rock G/U to construct an eight (8) foot wide stair and six (6) foot wide sidewalk from Ownership Lot 9E across King Farm Parcel BD, Block R to the Piccard Drive right-of-way together with all appurtenant improvements (the “**Spanish Steps**”), and to prepare the necessary easements and maintenance agreements as applicable to the Spanish Steps.

F. The Spanish Steps are partially located on the Property and partially located on the City Property, and shall be constructed as shown on the Plan View, attached hereto as **Exhibit “A”**, and the Spanish Steps Construction Details, attached hereto as **Exhibit “B”**. The area on the City Property where the Spanish Steps are located is hereinafter referred to as the “**City**”

Spanish Steps License Area”, as more fully described and shown on **Exhibit “C”** and **Exhibit “C-1”** attached hereto. The area on the Property where the Spanish Steps are located is hereinafter referred to as the “**9E Spanish Steps License Area**”, as more fully described and shown on **Exhibit “D”** and **Exhibit “D-1”** attached hereto (collectively, the City Spanish Steps License Area and the 9E Spanish Steps License Area are referred to herein as the “**City and 9E License Area**”).

G. The Spanish Steps are intended to be used as a means of pedestrian access for URDOA owners, residents, tenants, and guests (the “**Beneficiaries**”) to and from the Property, through the City and 9E License Area, to the Piccard Drive right-of-way.

H. Upper Rock G/U and the City desire to grant a revocable license, comprised of the City Spanish Steps License Area and the 9E Spanish Steps License Area, to URDOA for purposes of providing pedestrian access for URDOA, its members, and the owners, residents, tenants, and guests of such members to and from the Property, through the City and 9E License Area, to the Piccard Drive right-of-way. For the purposes of this Agreement, no third-party beneficiaries, other than those identified in the preceding sentence, are created hereunder.

I. Upper Rock G/U, URDOA, and the City also desire to create a non-exclusive easement over the City and 9E License Area for purposes of a temporary construction easement to construct the Spanish Steps, and a right-of-way and maintenance license over the City and 9E License Area to permit inspection, maintenance, housekeeping, repair, and replacement of the Spanish Steps.

NOW, THEREFORE, for the purpose of complying with the Approvals, in consideration of the foregoing recitals, each of which are incorporated in and made a substantive part of this Revocable License and Maintenance Agreement, the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Upper Rock G/U, URDOA, and the City hereby declare and covenant as follows:

1. **Pedestrian Access Revocable License**. Subject to the reservations and conditions set forth in Paragraph 6 below, Upper Rock G/U and the City hereby grant, establish, and declare to URDOA, over the 9E Spanish Steps License Area with respect to Upper Rock G/U and over the City Spanish Steps License Area with respect to the City, a revocable license in, through, over, and across the Spanish Steps after completion of construction, for purposes of pedestrian access to and from the Property, through the City and 9E License Area, to the Piccard Drive right-of-way.

2. **Temporary Construction Easement**. Subject to the reservations and conditions set forth in Paragraph 6 below, the City hereby grants, establishes, declares, and conveys to Upper Rock G/U in the City Spanish Steps License Area, more fully described and shown in “**Exhibit “C”** and **Exhibit “C-1”**”, a temporary construction easement for the purpose of the initial construction of the Spanish Steps together with a right-of-entry on the City Spanish Steps License Area for all proper purposes associated with such construction of the Spanish Steps. Prior to commencing construction on the Spanish Steps, Upper Rock G/U must give notice to the

City seventy-two (72) hours in advance of commencement of construction, and the temporary construction easement will commence on the date such notice is given. Except as provided herein, Upper Rock G/U may not use the temporary construction easement area in any way that interferes with the City's use of the City Property. The temporary construction easement shall automatically terminate on the later to occur of: i) satisfactory completion of construction of the Spanish Steps, as determined by the City; or ii) approval of final inspection by the City of the initial construction of the Spanish Steps.

3. Maintenance Agreement. Subject to the reservations and conditions set forth in Paragraph 6 below, the City hereby grants, establishes, and declares to URDOA over the City Spanish Steps License Area, as is more fully described and shown in "**Exhibit C**" and **Exhibit "C-1"**, a revocable license for the purpose of inspection, housekeeping, maintenance, repair, and replacement of the Spanish Steps, together with a right of entry on the City Property for all proper purposes associated with such maintenance of the Spanish Steps.

Subject to the reservations and conditions set forth in Paragraph 6 below, Upper Rock G/U hereby grants, establishes, and declares to URDOA over the 9E Spanish Steps License Area, as is more fully described and shown in "**Exhibit D**" and **Exhibit "D-1"**, a revocable license for the purpose of inspection, housekeeping, maintenance, repair, and replacement of the Spanish Steps, together with a right of entry on the Property for all proper purposes associated with such maintenance of the Spanish Steps.

4. No Rights in the General Public Created. Subject to the reservations and conditions set forth in Paragraph 6 below, URDOA shall have full, free, and uninterrupted use of the Spanish Steps for the purposes named herein and shall have all rights and privileges reasonably necessary to the exercise of this License and Agreement. URDOA may grant one or more revocable licenses, from time to time, to URDOA members, owners, residents, tenants, and guests to use the Spanish Steps for pedestrian access. Except to the extent expressly provided herein, this License and Agreement shall not be construed to, nor does it or is it intended to create, any easement, license, gift, dedication, privilege, or right of any nature whatsoever in the general public or in any party other than Upper Rock G/U, URDOA, and the City.

5. No Interference. Subject to the reservations and conditions set forth in Paragraph 6 below, Upper Rock G/U, URDOA, and the City shall not take any action with respect to the Spanish Steps that would interfere or be inconsistent with the use of the Spanish Steps for the purposes named herein. No walls, fences, barriers, or other obstructions shall be erected or allowed to remain within the Spanish Steps so as to interfere with the free flow of pedestrian traffic to and from the Property, through the City and 9E License Area, to the Piccard Drive right-of-way. No vehicles, motorcycles, bicycles, tricycles, toys, furniture, furnishings, or equipment of any kind shall be allowed to remain within the Spanish Steps, and no activities except for those properly associated with inspection, maintenance, repair, housekeeping, and replacement shall take place within the Spanish Steps which would in any manner interfere with the safe, free flow of pedestrian traffic over, across, and through the Spanish Steps.

6. Reservations and Conditions. Upper Rock G/U, URDOA, and the City hereby

retain and reserve for themselves and their respective designees, successors, and assigns, the non-exclusive right: a) to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, establish, lay, install, test, substitute, renew, reconstruct, and restore all improvements within the City and 9E License Area in accordance with the Approvals and the terms of this License and Agreement; (b) to all activities necessary for construction, compliance with the Approvals and any applicable law and regulation, and to enforce or cause others to enforce any warranty obligations relating to the construction of the Spanish Steps; (c) to undertake penetrations required to install and service utilities and other infrastructure facilities associated with the Spanish Steps; (d) to erect temporary barricades after construction for activities necessary for maintenance, housekeeping, repair, and replacement; and (e) to undertake any other reasonable purpose not inconsistent with the rights granted hereunder, provided that all applicable City permits, bonds (if any), and approvals are first obtained. In addition, URDOA accepts the obligation for maintenance after satisfactory completion of construction of the Spanish Steps as determined by the City (and submission of the appropriate evidence of insurance coverage as provided herein) on the condition that it has the right to temporarily close the Spanish Steps for maintenance, housekeeping, repair, and replacement activities from time to time for limited time periods when, in its sole discretion, public safety is at risk and until safe conditions have been restored.

7. Obligation for Construction of Spanish Steps. In the event the Approvals are implemented on the Property and Upper Rock G/U has obtained all necessary permits and bonds (if any), Upper Rock G/U shall construct the Spanish Steps in accordance with **Exhibit “A”** and **Exhibit “B”** hereto (including any required illumination of the Spanish Steps). All costs associated with such construction shall be borne solely by Upper Rock G/U. Upper Rock G/U and/or its contractors shall be responsible for all warranty repair and replacement work arising out of the initial construction.

8. Obligation for Maintenance after Construction. Upon (1) satisfactory completion of construction of the Spanish Steps as determined by the City; and (2) submission of a certificate and endorsement evidencing appropriate insurance coverage as required herein, URDOA shall be responsible for maintaining the Spanish Steps in a good state of repair in accordance with City law and in a safe and orderly condition (including maintaining and incurring the cost of illumination of the Spanish Steps). URDOA shall have no obligation for warranty repair and replacement work arising out of the initial construction by Upper Rock G/U. Upon satisfactory completion of construction of the Spanish Steps as determined by the City, URDOA shall be responsible for keeping the Spanish Steps clear of mud, debris, and other obstructions. Ice and snow shall be removed within twenty-four (24) hours after the ice and/or snow event ends.

URDOA shall notify the City in writing, c/o the Director of the Department of Public Works, seventy-two (72) hours prior to performing any maintenance, repair, or replacement of any improvements in the City and 9E License Area. Appropriate Department of Public Works permits will be required for such work. Provided, however, that URDOA shall not be required to notify the City or obtain a permit in advance in cases where emergency repairs to protect the

public safety are required. URDOA shall be required, however, to obtain a permit for the emergency repairs, as required by the Department of Public Works, after such emergency repairs are made.

URDOA is obligated to maintain the Spanish Steps consistent with the City's Property Maintenance Code, as provided in Chapter 5, Article XII of the Rockville City Code, as may be amended. Failure of URDOA to properly maintain the Spanish Steps as required by the Property Maintenance Code may result in the issuance of a City citation and fine, and shall also constitute a breach of this License and Agreement. The obligations and remedies set forth in this paragraph are in addition to other obligations and remedies contained in this License and Agreement.

9. City Rights. The City shall have the right, in its sole discretion but without obligation, to provide emergency repairs to the City Spanish Steps License Area when public safety is at risk. Notice of the City's performance of emergency repairs shall be provided as soon as reasonably practicable. URDOA shall reimburse the City for the reasonable costs of emergency repairs performed by the City within 60 days of such repair.

The City shall have the right, in its sole discretion but without obligation, to maintain the City Spanish Steps License Area after initial construction in the event URDOA fails to do so after notice. Notice of the failure to adequately maintain the City Spanish Steps License Area to City standards after initial construction shall be provided to Upper Rock G/U and URDOA, provided that URDOA shall be solely responsible for such maintenance, with at least thirty (30) days to cure. If the City Spanish Steps License Area is not adequately maintained to City standards within such stated cure period, then the City shall deliver a notice of City's intention to perform maintenance after ten (10) days, at URDOA's expense. URDOA shall reimburse the City for the reasonable costs of maintenance performed by the City in accordance with this provision within 60 days of such repair. In this event, the City shall continue its right to improve, repair, or maintain the City Property, including the City Spanish Steps License Area, in its sole discretion, and it may do so at any time with no notice to URDOA and/or Upper Rock G/U.

10. Upper Rock G/U Rights. Upper Rock G/U shall have the right, in its sole discretion but without obligation, to provide emergency repairs to the 9E Spanish Steps License Area when public safety is at risk. Notice of the Upper Rock G/U's performance of emergency repairs shall be provided as soon as reasonably practicable. URDOA shall reimburse Upper Rock G/U for the reasonable costs of emergency repairs performed by Upper Rock G/U.

Upper Rock G/U shall have the right, in its sole discretion but without obligation, to maintain the 9E Spanish Steps License Area after initial construction in the event URDOA fails to do so after notice. Notice of the failure to adequately maintain the 9E Spanish Steps License Area to City standards after initial construction shall be provided to the City and URDOA, provided that URDOA shall be solely responsible for such maintenance, with at least thirty (30) days to cure. If the 9E Spanish Steps License Area is not adequately maintained to City standards within such stated cure period, then Upper Rock G/U shall deliver a notice of Upper Rock G/U's intention to perform maintenance after ten (10) days, at the responsible party's

expense. URDOA shall reimburse Upper Rock G/U for the reasonable costs of maintenance performed by Upper Rock G/U in accordance with this provision.

11. Clean-Up and Restoration. Upon the completion of any work by URDOA and/or Upper Rock G/U in the City Spanish Steps License Area, the entity performing the work shall remove any construction debris and shall restore the City Property to a condition as close to its original condition as is reasonably possible. In addition, if any damage is caused by URDOA and/or Upper Rock G/U, their contractors, or agents to the City Property at any time during the term of this License and Agreement, URDOA and/or Upper Rock G/U shall immediately notify the City of the damage, and shall repair such damage according to a schedule as determined by the Department of Public Works. Should URDOA and/or Upper Rock G/U not perform the work within the time determined by the Director of the Department of Public Works, the City may, in its sole discretion, perform the necessary work and shall bill URDOA and/or Upper Rock G/U for the cost of said work. URDOA and/or Upper Rock G/U must reimburse the City for said costs within sixty (60) days of the date of said bill, or in accord with any alternative payment schedule that may be agreed upon in writing by the City and URDOA and/or Upper Rock G/U.

12. URDOA Maintenance Budget. URDOA shall annually mail a copy of its proposed budget for maintenance of the Spanish Steps to the Director of the City Department of Public Works and the City Manager prior to its adoption. Said proposed budget shall include reserves to be used for the inspection, restoration, maintenance, repair and/or replacement of the Spanish Steps.

13. Insurable Interest. Notwithstanding who constructed and installed the Spanish Steps, upon their completion, the insurable interest in and responsibility to replace shall automatically be held by URDOA. However, in the event all rights in and to the 9E Spanish Steps License Area and the City Spanish Steps License Area expire hereunder or are otherwise terminated, the insurable interest in the Spanish Steps lying within each license area shall automatically revert to the owner of the license area.

14. Binding Effect. All provisions of this License and Agreement, including the benefits and burdens, shall touch, concern, and run with the land and be binding upon and inure to the benefit of the Beneficiaries, Upper Rock G/U, URDOA, and the City, and their respective successors, transferees, assigns, heirs, and personal representatives.

15. Limitations with Respect to Upper Rock G/U. The obligations and liabilities of Upper Rock G/U shall apply with respect to the period during which Upper Rock G/U owns an interest in the 9E Spanish Steps License Area. When Upper Rock G/U ceases to own an interest in the 9E Spanish Steps License Area, the obligations and liabilities thereafter accruing shall be the obligations of the successors, transferees, or assigns in ownership or interest of Upper Rock G/U.

16. Limitations with Respect to the City. The obligations and liabilities of the City shall apply with respect to the period during which the City owns an interest in the City Spanish

Steps License Area. When the City ceases to own an interest in the City Spanish Steps License Area, the obligations and liabilities thereafter accruing shall be the obligations of the successors, transferees, or assigns in ownership or interest of the City.

17. Limitations with Respect to URDOA. URDOA shall have no obligations with respect to construction of the Spanish Steps. The obligations and liabilities of URDOA shall apply commencing with the satisfactory completion of construction, as determined by the City, of the Spanish Steps, and submission to the City of a certificate and endorsement evidencing appropriate insurance coverage as provided herein.

18. Revocation. The City, in its sole discretion and without payment to Upper Rock G/U and/or URDOA, may revoke this License and Agreement and/or remove the Spanish Steps located on the City Spanish Steps License Area under any of the following circumstances: (a) If URDOA fails to perform required repairs, restoration, maintenance, or replacement within the time set forth in the City's written notice; (b) if URDOA fails to timely reimburse the City for costs the City has incurred in repairing, maintaining, or replacing the Spanish Steps as required herein; (c) if the City determines that the Spanish Steps are, or are likely to become, a safety hazard; (d) if Upper Rock G/U and/or URDOA otherwise substantially breaches this Agreement, and fails to cure such breach within a reasonable time period to be determined by the City; and (e) for any other reason, in the sole discretion of the City, that is in the public's best interest with thirty (30) days' notice to Upper Rock G/U and URDOA (subject to Mayor and Council review and action, if contested by Upper Rock G/U, their successors or assigns, and/or URDOA, their successors or assigns). In the event the City revokes this License and Agreement and/or removes the Spanish Steps located in the City Spanish Steps License Area pursuant to provisions (a), (b), (c), (d), or (e) above, Upper Rock G/U and/or URDOA shall reimburse the City for all reasonable costs associated with the removal of the Spanish Steps located in the City Spanish Steps License Area within sixty (60) days after receipt of an invoice for such costs. Subject to Upper Rock G/U's and/or URDOA's reimbursement obligations as provided in this License and Agreement, upon such revocation or removal of the Spanish Steps in the City Spanish Steps License Area, Upper Rock G/U and/or URDOA shall no longer have any responsibility for maintaining and/or repairing the Spanish Steps.

19. Indemnification. Upper Rock G/U shall indemnify and save harmless the City and all of its officers, contractors, employees, agents, representatives, servants, and assigns from any and all liability, loss, damages, claims, causes of action, judgments, and expenses, including reasonable attorney's fees, in connection with Upper Rock G/U's performance and the performance of their contractors, employees, agents, officers, and servants, of its responsibilities, or failure to perform their responsibilities, under this License and Agreement, except for any liability or claims for damage caused by the negligence of the City, as follows: (1) Beginning at the time of commencement of construction of the Spanish Steps and ending at the time that the Spanish Steps are satisfactorily completed, as determined by the City, and responsibility for the Spanish Steps transfers to URDOA; and (2) in the event that URDOA no longer exists and all of its obligations under this License and Agreement transfer to Upper Rock G/U, or its successors or assigns if Upper Rock G/U no longer has an interest in the Property, pursuant to Paragraph 24

herein.

Upper Rock G/U shall maintain insurance coverage for the City and 9E License Area naming the City as an insured so as to protect the City against any and all claims for personal and property injuries, including death, in the amount of One Million Dollars (\$1,000,000.00) per occurrence, as follows: (1) Beginning at the time of commencement of construction of the Spanish Steps and ending at the time that the Spanish Steps are satisfactorily completed, as determined by the City, and responsibility for the Spanish Steps transfers to URDOA; and (2) in the event that URDOA no longer exists and all of its obligations under this License and Agreement transfer to Upper Rock G/U, or its successors or assigns if Upper Rock G/U no longer has an interest in the Property, pursuant to Paragraph 24 herein. Construction of the Spanish Steps cannot commence until the City approves the certificate and endorsement evidencing such insurance coverage. In addition, at the request of the City, but at least annually during the time that the provisions of this Paragraph are in effect, as explained above, Upper Rock G/U shall provide the City with a certificate and endorsement evidencing that the insurance required herein is in effect.

20. Indemnification. URDOA shall indemnify and save harmless the City and all of its officers, contractors, employees, agents, representatives, servants, and assigns from any and all liability, loss, damages, claims, causes of action, judgments, and expenses, including reasonable attorney's fees, in connection with URDOA's performance and the performance of their contractors, employees, agents, officers, and servants, of its responsibilities, or failure to perform their responsibilities, under this License and Agreement, except for any liability or claims for damage caused by the negligence of the City. As long as this License and Agreement is in effect, URDOA shall maintain insurance coverage for the City and 9E License Area naming the City as an insured so as to protect the City against any and all claims for personal and property injuries, including death, in the amount of One Million Dollars (\$1,000,000.00) per occurrence. Responsibility for the Spanish Steps as provided herein does not transfer to URDOA until such time as the City approves the certificate and endorsement evidencing such insurance coverage. At the request of the City, but at least annually, URDOA shall provide the City with a certificate and endorsement evidencing that the insurance required herein is in effect.

21. Reimbursement. Except as otherwise provided herein, any monies owed to the City by Upper Rock G/U and/or URDOA under this License and Agreement shall be paid within sixty (60) days of the date of any writing or bill, or in accordance with any alternative payment schedule that may be agreed upon in writing by the City and Upper Rock G/U and/or URDOA. Should Upper Rock G/U and/or URDOA fail to timely reimburse the City for said costs, said costs shall constitute a charge against the property of Upper Rock G/U and/or URDOA and shall be a lien against the debtor's property, collectable in the same manner as City property taxes are collected or in such other manner as permitted by law.

22. Remedies. The remedies set forth herein are not exclusive. In addition to any other remedy available to the Upper Rock G/U, URDOA, and/or the City for breach of this License and Agreement, Upper Rock G/U, URDOA, and/or the City shall have the right to bring an action for legal or equitable relief necessary to enforce the provisions of this Agreement.

23. Other Improvements. Nothing in this Agreement shall be deemed to authorize URDOA and/or Upper Rock G/U to install any additional improvements in the City and 9E License Area without the approval of, and appropriate permits from, the City. The City, URDOA, and Upper Rock G/U shall have the sole discretion to remove and/or replace any improvement installed in the City Spanish Steps License Area and the 9E Spanish Steps License Area, respectively, not listed as part of this License and Agreement.

24. Termination. In the event that URDOA no longer exists, all of its obligations required under this License and Agreement shall transfer to Upper Rock G/U, its successors and assigns. In the event that Upper Rock G/U no longer exists, this License and Agreement shall terminate. Upper Rock G/U and URDOA are required to give the City notice thirty (30) days prior to dissolution.

25. Other Interests. Upper Rock G/U hereby certifies that there are no suits, liens, leases, mortgages, or trusts affecting the Property, other than those for which the holder in interest has signed this document or otherwise consented in writing to this Revocable License and Maintenance Agreement. Upper Rock G/U further certifies that all parties with an interest in the Property necessary to give full effect to this Revocable License and Maintenance Agreement have signed or consented in writing to this document.

26. Notices. All notices hereunder shall be in writing and delivered by hand-delivery, certified mail, return receipt requested or overnight courier to the last known address of the receiving party as noted in the records of the Maryland State Department of Assessments and Taxation.

27. No Waiver. No restriction, condition, obligation, or provision of this License and Agreement shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

28. Modifications. Subject to Paragraph 24 above, this License and Agreement shall not be modified or amended except by an instrument duly executed by Upper Rock G/U, URDOA, and the City, or their successors or assigns, which instrument shall be recorded among the Land Records.

29. Severability. The terms and provisions of this License and Agreement are severable and in the event that any term or provision is invalid or unenforceable for any reason, the remaining terms and provisions hereof shall remain in full force and effect.

30. Effective Date and Applicable Law. This License and Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, and shall be effective upon recordation among the Land Records.

[SIGNATURE PAGES FOLLOW]

WITNESS/ATTEST:

OWNER:

UPPER ROCK G/U LLC, a Maryland limited liability company

By: Lion Gables Realty Limited Partnership, a Delaware limited partnership, its managing member

By: Gables GP, Inc., a Texas corporation, its General Partner

By: _____(seal)
Jorgen Punda,
Vice President

STATE OF MARYLAND

*

*

to wit:

COUNTY OF MONTGOMERY

*

I HEREBY CERTIFY that on this ____ day of _____, 2011, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Jorgen Punda, known to me (or satisfactorily proven) to be the Vice President of Upper Rock G/U LLC, and that such person, in such capacity and being authorized so to do, executed the foregoing License and Agreement for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

[ADDITIONAL SIGNATURE PAGES FOLLOW]

MAYOR AND COUNCIL OF ROCKVILLE

By: _____ (Seal)

Name: _____

Title: _____

STATE OF MARYLAND

*

*

to wit:

COUNTY OF MONTGOMERY

*

I HEREBY CERTIFY that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in the jurisdiction aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who acknowledged himself/herself to be the _____ of _____, and that in such capacity and being so authorized to do so, executed the foregoing License and Agreement for the purposes contained therein.

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

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

STAFF REVIEW BY: _____

DATE: _____

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

URDOA joins in this License and Agreement for the sole purpose of agreeing, once satisfactorily constructed, as determined by the City, to perpetually maintain the Spanish Steps in a good state of repair and in a safe and orderly condition, as delineated in Paragraph 8 of this License and Agreement, and as required by City Law.

WITNESS/ATTEST:

UPPER ROCK DISTRICT OWNERS
ASSOCIATION, INC., a Maryland corporation

By: _____

STATE OF MARYLAND

*

* to wit:

COUNTY OF MONTGOMERY

*

I HEREBY CERTIFY that on this ____ day of _____, 2011, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of URDOA, and that such person, in such capacity and being authorized so to do, executed the foregoing License and Agreement for the purposes therein contained.

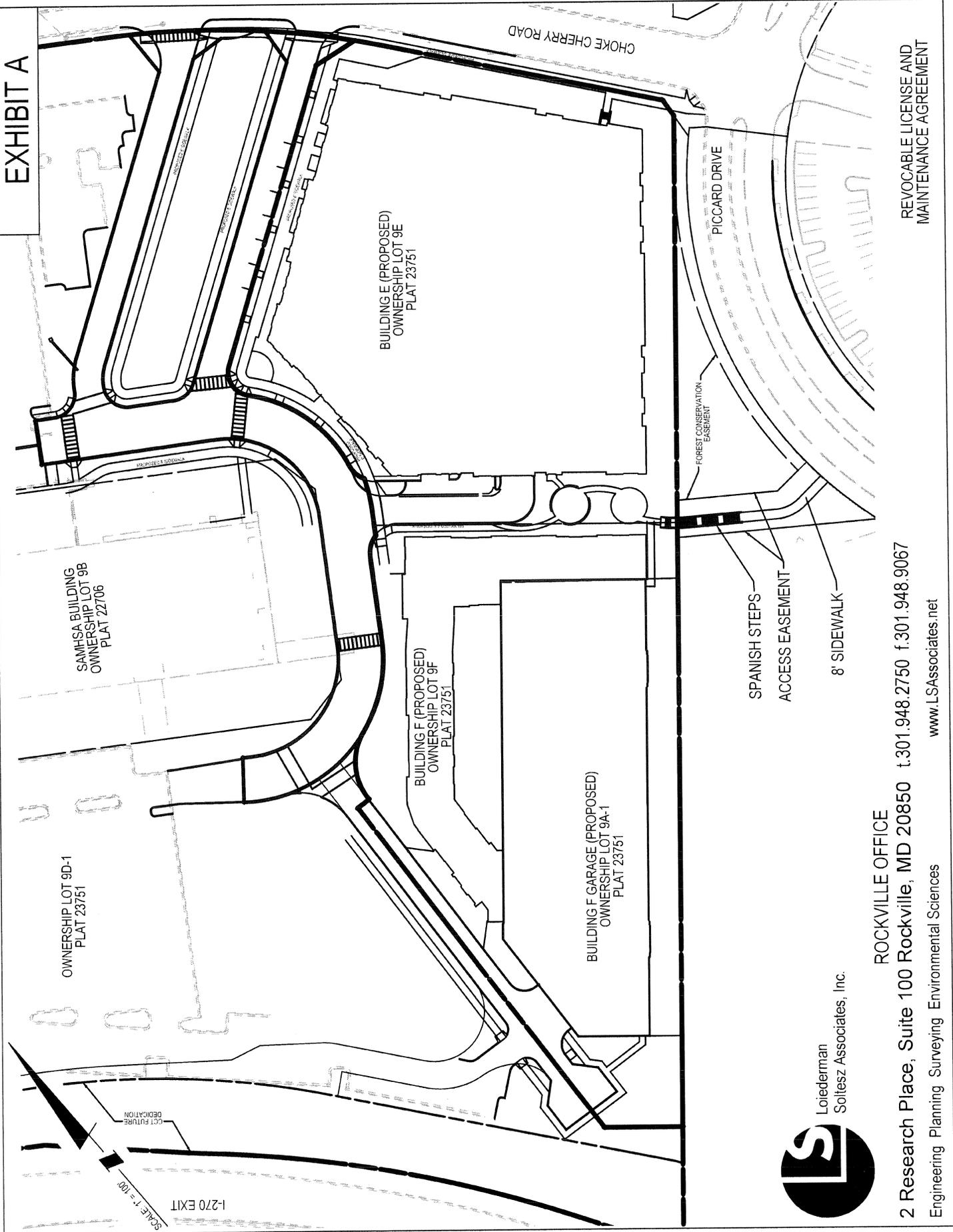
IN WITNESS WHEREOF, I hereto set my hand and official seal.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT A

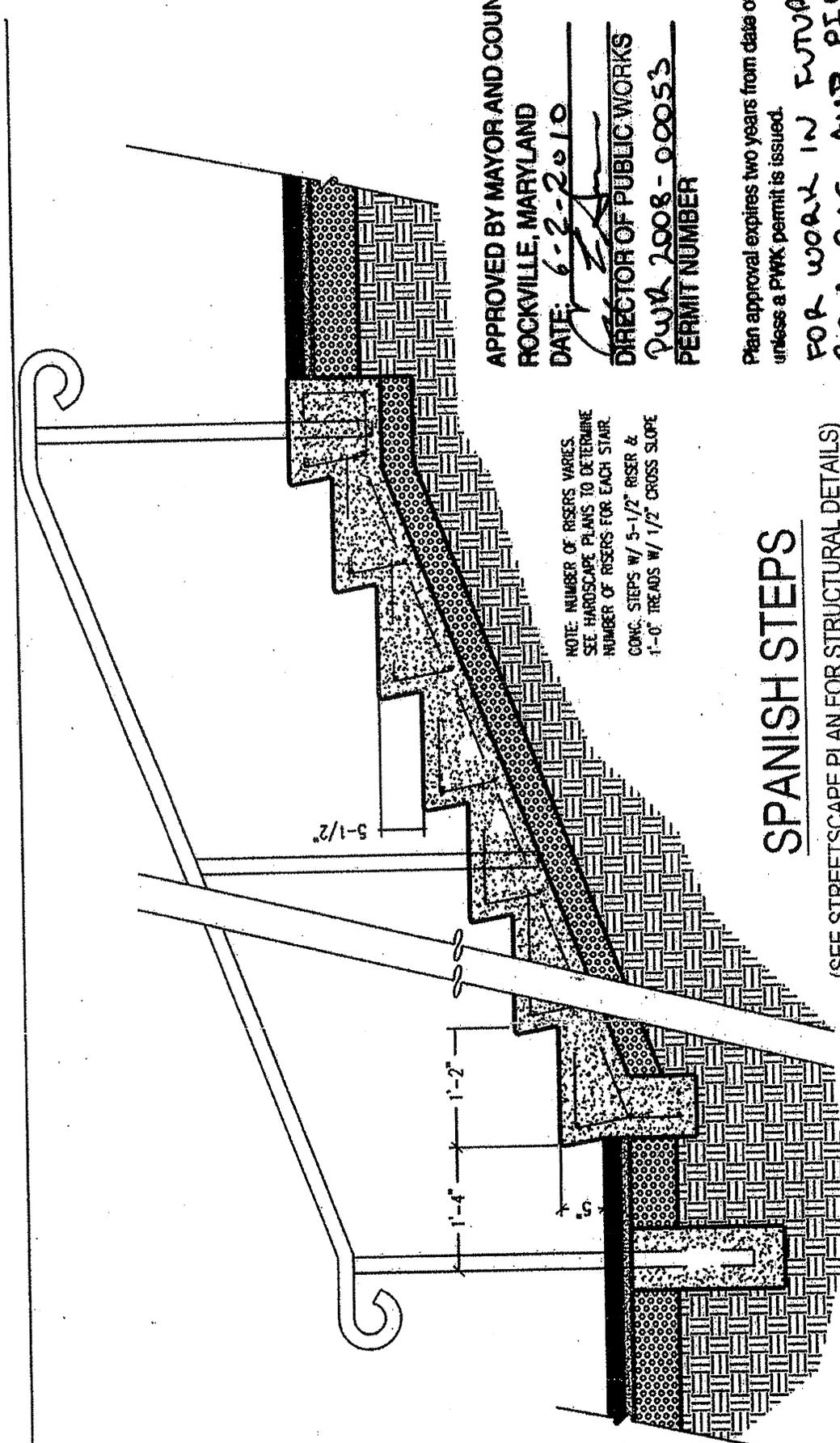


REVOCABLE LICENSE AND MAINTENANCE AGREEMENT

ROCKVILLE OFFICE
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www.LSassociates.net

Loiederman
Soltesz Associates, Inc.
Engineering Planning Surveying Environmental Sciences





NOTE: NUMBER OF RISERS VARIES.
 SEE HARDSCAPE PLANS TO DETERMINE
 NUMBER OF RISERS FOR EACH STAIR.
 CONC. STEPS W/ 5-1/2" RISER &
 1'-0" TREADS W/ 1/2" CROSS SLOPE

APPROVED BY MAYOR AND COUNCIL
 ROCKVILLE, MARYLAND
 DATE: 6-2-2010
 DIRECTOR OF PUBLIC WORKS
 PW# 2008-00053
 PERMIT NUMBER

Plan approval expires two years from date of approval.
 unless a PWK permit is issued.
 FOR WORK IN FUTURE
 ROW, P.A.E., AND P.I.E.

SPANISH STEPS
 (SEE STREETSCAPE PLAN FOR STRUCTURAL DETAILS)

EXHIBIT "C"

**DESCRIPTION OF
PEDESTRIAN ACCESS LICENSE
ACROSS THE PROPERTY OF**

**THE MAYOR AND COUNCIL OF ROCKVILLE
L.35840 F.499**

Being strip or parcel of land lying in the City of Rockville situated in the Gaithersburg (9th) District of Montgomery County Maryland, hereinafter described in, through, over, and across the property acquired by the Mayor and Council of Rockville, a municipal corporation of the State of Maryland, from King Farm Associates, L.L.C., a Delaware limited liability company (formerly known as Helios/Towle, L.L.C.) by a No Consideration Deed dated March 21, 2008 and recorded among the Land Records of Montgomery County, Maryland in Liber 35480 at Folio 499; said property also being Parcel BD, Block R as shown on a plat of subdivision entitled "PARCEL BD, BLOCK R, PLAT SIXTY-EIGHT, KING FARM:IRVINGTON CENTRE" and recorded among said Land Records as Plat 22753; and being more particularly described in Maryland State Plane Meridian (NAD83/91) as follows:

Beginning for the said strip or parcel of land the end of the North 54°54'55" West, 167.41 foot plat line of Parcel BD, Block R as shown on said plat; said line also being the South 54°54'55" East, 167.41 foot plat line of Parcel BN, Block R, as shown on subdivision record plat entitled, "PLAT SEVENTY-FIVE, PARCEL BN, BLOCK R, KING FARM: IRVINGTON CENTRE; and recorded among said Land Records as Plat No. 23840; said point also being on the southeasterly or South 39°58'32" West, 960.58 foot plat line of Lot 9 as show on a subdivision record plat entitled, "LOT 9, DANAC TECHNOLOGICAL PARK" and recorded among said Land Records as Plat No. 22573; thence binding on North 39°59'00" West, 352.44 foot plat line of Parcel BN, Block R, and on the southeasterly lot line of said Lot 9

1. North 39°59'00" East, 31.11 feet to a point; thence leaving said line and running so as to cross and include a part of said Parcel BD and binding on the southwesterly easement lines of an existing Forest Conservation Easement as described in a deed from King Farm Associates, L.L.C. to The Mayor and Council Of Rockville and recorded among said Land Records in Liber 35174 at Folio 158, the following two (2) courses
2. South 54°54'55" East, 83.85 feet to a point; thence,

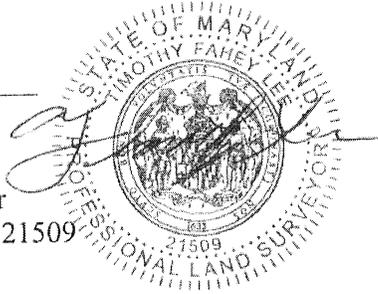
3. North 85°36'13" East, 34.34 feet to a point on the 374.70 foot arc plat line as shown on said plat recorded as 22753; said point also being on the northwesterly right of way line of Piccard Drive as shown on said plat; thence binding on said arc line and right of way
4. 75.99 feet along the arc of a non-tangent curve deflecting to the left, having a radius of 342.00 feet, a chord of South 10°45'42" East, 75.83 feet, to a point at the beginning of the aforesaid North 39°59'00" West, 167.41 foot plat line of Parcel BN, Block R; thence binding on said line
5. North 54°54'55" West, 167.41 feet to the point of beginning; containing 5,081 square feet or 0.1166 of an acre of land and being more particularly described as shown on a License PLAT labeled Exhibit "B" attached hereto and made a part hereof by this reference.

The licensee below was in responsible charge of the preparation of this metes and bounds description and the survey work reflected in it, all in compliance with the requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12 of the minimum practice for Land Surveyors.

April 21, 2011 Timothy F. Lee

Date

Timothy F. Lee
Professional Land Surveyor
Maryland Registration No. 21509



PARCEL ID TABULATION

Lots	Account No.	Address
Parcel BD, Block R	4-000-03429494	Piccard Drive

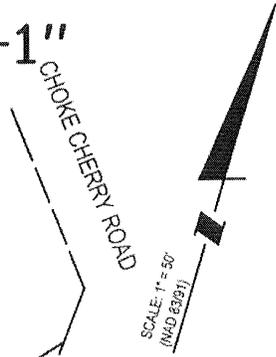
Surveyor's Certificate

EXHIBIT "C-1"

I hereby certify to the best of my professional knowledge, information, and belief that; this sketch was prepared by me or under my direct supervision and that it is in compliance with the requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12 of the minimum practice for Land Surveyors



Timothy F. Lee
 Timothy F. Lee
 Professional Land Surveyor
 Maryland Registration No. 21509
 Date April 21, 2011



CURVE TABLE

No.	Delta	Radius	Length	Tangent	Chord Bearing	Chord Dist
1	12°43'50"	342.00'	75.99'	38.15'	S 10°45'42" E	75.83'

LOT 9
 DANAC TECHNOLOGICAL PARK
 P.NO. 22573

N39°59'00"E 352.44' PLAT LINE, PLAT NO. 22753

PARCEL BD
 PLAT SIXTY-EIGHT
 KING FARM: IRVINGTON CENTRE
 PLAT NO. 22753
 MAYOR AND COUNCIL
 OF ROCKVILLE
 L.35480 F.499
 FOREST CONSERVATION
 EASEMENT
 L.35174
 F.278

N39°59'00"E 31.11'
 S54°54'55"E 83.85'
 N54°54'55"W 167.41'
 N85°36'13"E 34.34'
 10' PUE PLAT NO. 22753
 374.70' ARC PLAT LINE, PLAT NO. 22753
 PEDESTRIAN ACCESS LICENSE
 5,081 SQ.FT. OR
 0.1166 AC.
 PARCEL BN
 PLAT SEVENTY-FIVE
 KING FARM: IRVINGTON CENTRE
 PLAT NO. 23840

PICCARD DRIVE
 (80' R/W)
 KING FARM: IRVINGTON CENTRE
 PLAT NO. 21558

PARCEL AB
 PLAT FIFTY
 KING FARM:
 IRVINGTON CENTRE
 PLAT NO. 22359

LICENSE PLAT
 PEDESTRIAN ACCESS
 LICENSE ACROSS
 PARCEL BD, BLOCK R
 KING FARM:
 IRVINGTON CENTRE
 PLAT NO. 22753

CITY OF ROCKVILLE
 GAITHERSBURG (9th) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 1" = 50' APRIL, 2011



Loiederman
 Soltesz Associates, Inc.

ROCKVILLE OFFICE

2 Research Place, Suite 100 Rockville, MD 20850 t.301.948.2750 f.301.948.9067

Engineering Planning Surveying Environmental Sciences

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EXHIBIT "D"
DESCRIPTION OF
PART OF THE LAND OF
UPPER ROCK G/U, LLC
LIBER 40955 FOLIO 274
BEING A PART OF
OWNERSHIP LOT 9E AND 9F
PLAT NO. 23751

BEING a piece or parcel of land lying in the City of Rockville situated in the Rockville (4th) Election District, Montgomery County, Maryland, hereinafter being described as a part of the property acquired by UPPER ROCK G/U, L.L.C., a Maryland limited liability company from LG UPPER ROCK, L.L.C., a Maryland limited liability company by deed dated January 10, 2011 and recorded among the Land Records of Montgomery County, Maryland in Liber 40955 at Folio 274; said property also being a part of Ownership Lots 9E and 9F as shown on a ownership plat entitled, "OWNERSHIP LOTS 9A-1, 9D-1, 9E AND 9F, DANAC TECHNOLOGICAL PARK" and being recorded among said Land Records as Plat No. 23751; and all being a part of a plat of subdivision entitled, "LOT 9, DANAC TECHNOLOGICAL PARK" and being recorded among said Land Records as Plat NO. 22573; and being more particularly described in Maryland State Plane Meridian (NAD83/91) as follows:

BEGINNING for the said piece or parcel of land 18.58' from the end of South 39°59'00" West, 339.91 foot plat line of Ownership Lot 9E as shown on said plat recorded as 23751; said line also being the South 39°58'32" West, 960.58 foot plat line of Lot 9 as shown on a plat entitled, "LOT 9, DANAC TECHNOLOGICAL PARK" and recorded among said Land records as Plat No. 22573; thence binding on said plat line, as now surveyed

1. South 39°59'00" West, 18.58 feet to a point at the end of the common division line between Ownership Lots 9E and 9F; thence binding on the South 39°59'00" West, 47.09 foot plat line of Ownership Lot 9F as shown on said plat recorded as 23751; said line also being the South 39°58'32" West, 960.58 foot plat line of Lot 9 as shown on the aforesaid, recorded as Plat No. 22573
2. South 39°59'00" West, 12.53 feet to a point; thence leaving said line and running so as to cross and include a part of Ownership Lot 9F, the following two (2) courses

3. North 54°54'55" West, 22.35 feet to a point; thence
4. North 39°59'00" East, 14.43 feet to a point on the aforesaid common division line of Ownership Lots 9E and 9F; thence leaving said line and running so as to cross and include a part of Ownership Lot 9E, the following two (2) courses
5. North 39°59'00" East, 16.68 feet to a point; thence
6. South 54°54'55" East, 22.35 feet to the point of beginning; containing 693 square feet or 0.0159 of an acre of land, more or less, and being shown on an EASEMENT PLAT labeled Exhibit "B" attached hereto and made a part hereof by this reference.

The licensee below was in responsible charge of the preparation of this metes and bounds description and the survey work reflected in it, all in compliance with the requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12 of the minimum practice for Land Surveyors.

Timothy F. Lee
 Timothy F. Lee
 Professional Land Surveyor
 Maryland Registration No. 21509

March 15, 2018
 Date



TAX ACCOUNT TABULATION

LOT	ACCOUNT No.	ADDRESS
Ownership Lot 9E	04-03622922	11 Choke Cherry Road
Ownership Lot 9F	04-03622911	9 Choke Cherry Road

S:01151000\survey\description\sme_upper_rock_gu.dwg

EXHIBIT "D-1"

Surveyor's Certificate

I hereby certify to the best of my professional knowledge, information, and belief that this sketch was prepared by me or under my direct supervision and that it is in compliance with the requirements set forth in COMAR Title 08, Subtitle 13, Chapter 06, Regulation .12 of the minimum practice for Land Surveyors



Timothy F. Lee
 Timothy F. Lee
 Professional Land Surveyor
 Maryland Registration No. 21509

PROPERTY OF
 UPPER ROCK G/U, LLC
 L40955 F.274

OWNERSHIP LOT 9F
 DANAC TECHNOLOGICAL PARK
 PLAT NO. 23751

S 39°59'00" W 47.09' LINE OF
 OWNERSHIP LOT 9E

PARCEL BN, BLOCK R
 KING FARM: IRVINGTON CENTRE
 PLAT NO. 23840



Loiederman
 Soltész Associates, Inc.

ROCKVILLE OFFICE

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LOT 9
 DANAC TECHNOLOGICAL PARK
 PLAT NO. 22573

COMMON DIVISION LINE
 OF OWNERSHIP LOTS 9E AND 9F

PROPERTY OF
 UPPER ROCK G/U, LLC
 L40955 F.274

PART OF THE
 PROPERTY OF
 UPPER ROCK G/U, LLC
 693 SQ. FT.
 OR 0.0159 AC.

OWNERSHIP LOT 9E
 DANAC TECHNOLOGICAL PARK
 PLAT NO. 23751

S 39°59'00" W 339.91' LINE OF
 OWNERSHIP LOT 9E

S 39°58'32" W 960.58' LINE OF LOT 9, PLAT 22573
 S 39°59'00" W 949.58' LINE OF OWNERSHIP PLAT 23751

PARCEL BD, BLOCK R
 KING FARM: IRVINGTON CENTRE
 PLAT NO. 22753

