

LF 15686.699

RECIPROCAL EASEMENT
AGREEMENT

3185

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made and entered into this 26th day of MARCH, 1998 by and among MID-ATLANTIC PETROLEUM PROPERTIES, L.L.C., a Maryland limited liability company ("MAPP") and WASHINGTONIAN ASSOCIATES L.C., a Maryland limited liability company ("Washingtonian"), with reference to the following:

RECITALS

A. On even date herewith, MAPP has acquired from Washingtonian a certain parcel of land situated in the City of Gaithersburg, Montgomery County, Maryland, more particularly described as Parcel B, Block A Washingtonian Center (the "MAPP Parcel"), as the same is duly dedicated, platted and subdivided by that plat of subdivision recorded, on October 15, 1997, among the land records of Montgomery County, Maryland in Plat Book 186 as Plat No. 20526 (the "Subdivision Plat").

B. In connection with its acquisition of the MAPP Parcel, MAPP desires to obtain certain easements, more particularly described herein, upon portions of the land owned by Washingtonian, more particularly described as Parcel C, as the same appears duly subdivided by virtue of the Subdivision Plat (such land being hereinafter referred to as the "Adjoining Parcel") which adjoins the MAPP Parcel. Further, MAPP desires to grant to Washingtonian certain easements, upon portions of the MAPP Parcel, as more particularly hereinafter described. The MAPP Parcel and Adjoining Parcel are shown on the plan attached hereto as Exhibit A. The plan attached hereto as Exhibit A is hereinafter referred to as the "Plot Plan". The MAPP Parcel and Adjoining Parcel are collectively referred to herein as the "Land".

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement, the following terms will have the definitions hereafter set forth when used in this Agreement.

(a) Access Easement Area shall mean and refer to the area designated the same on the Plot Plan

(b) Access Road shall mean and refer to the travel way erected by MAPP within the Access Easement Area.

FILED
MONTGOMERY COUNTY
MARCH 27 1998
CLERK OF THE COURT

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 15686, p. 0699, MSA_CE63_15641. Date available 06/15/2005. Printed 01/29/2025.

(c) **Common Utilities** shall mean and refer to all present or future utility facilities (including, without limitation, all storm drainage and retention areas and facilities; sanitary sewer systems; natural gas systems; domestic water systems; fire protection water systems; underground electrical systems; underground telephone systems; cable television systems and data communication systems) located on the Land which serve both the MAPP Parcel and the Adjoining Parcel. The aforesaid shall include, without limitation, lines, pipes, ducts, vaults, manholes, transformers, common meters, common valves, hydrants, sprinkler controls and conduits with respect to the same. However, the term does not include Separate Facilities (as hereinafter defined)

(d) **Governmental Authorities** shall mean all governmental or quasi-governmental officials, agencies, bodies or governments having jurisdiction over the MAPP Parcel or Adjoining Parcels including, without limitation, the City of Gaithersburg, County of Montgomery, and State of Maryland.

(e) **Landscape Easement Area** shall mean and refer to the area designated as the same on the Plot Plan.

(f) **Project** shall mean and refer to the mixed use project commonly known as Washingtonian Center.

(g) **MAPP Project Plan** shall mean and refer to those certain plans more particularly described on Exhibit B.

(h) **Sign Easement Area** shall mean and refer to the area designated as the same on the Plot Plan.

(i) **Separate Facilities** shall mean and refer to all present or future lines, pipes, conduits, ducts, vaults, transformers, and manholes that connect the improvements erected on either MAPP Parcel or the Adjoining Parcel to the Common Facilities and service only such improvements or parcel.

ARTICLE II EASEMENTS

Section 2.1 **Grant of Easements for Common Facilities and Separate Facilities.**

(a) Washingtonian hereby grants and conveys to MAPP and MAPP hereby grants and conveys to Washingtonian, a perpetual, non-exclusive easement and right of way through, upon, across and under their respective parcels for the installation, use, operation, maintenance, repair, replacement, relocation and removal of (i) Common Utilities and (ii) Separate Facilities. The easements for Separate Facilities shall last for as long as the same are used and not permanently abandoned by the owner. An owner shall not be deemed to have permanently abandoned any easement under this Section for Separate Facilities until (i) the owner who claims the easement has been abandoned or not

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used has given written notice thereof to the abandoning owner stating that if the abandoning owner fails to respond within sixty (60) days of the date of such notice, the abandoning owner shall be deemed to have abandoned such easement, and (ii) the abandoning owner fails to respond to such notice within sixty (60) days of its receipt of the same.

(b) All Common Utilities and Separate Facilities installed pursuant to this Section shall be underground; provided, however, that transformers or similar equipment may be located on the surface. The owner of any parcel upon which Common Utilities and Separate Facilities are installed pursuant to this Section shall have the right to approve the location of such facilities on its parcels, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) Any owner whose parcel or parcels is or are encumbered by any easement under this Section may, at its sole cost and expense, relocate on its parcel any common Utilities and/or Separate Facilities installed on its parcel, provided such relocation:

(i) may be performed only after the owner has given thirty (30) days' written notice of its intention to relocate such facilities to the owners served by such facilities; and

(ii) shall not interfere with or diminish the utility services to the owners served by such facilities (however, temporary interferences with and diminutions in utility services shall be permitted).

Section 2.2 Grant of Easements for Access Lane.

(a) Washingtonian hereby grants and conveys to MAPP, and MAPP hereby grants and conveys to Washingtonian, a perpetual, non-exclusive easement and right-of-way, through, upon, across and over the Access Lane Easement Area for the purposes of (i) constructing, installing, operating, maintaining, adding to or altering, repairing and replacing the access lane and roadway as more particularly described and shown on the MAPP Project Plans, and (ii) the passage and accommodation of pedestrians and vehicles on the Access Road to and from the parcels and the adjoining public street.

(b) Washingtonian and MAPP also hereby grant to the Governmental Authorities a perpetual, non-exclusive easement and right-of-way, through, upon, across and over the Access Lane Easement Area for the purpose of the passage and accommodation of emergency vehicles. The right to use the easement granted by this Section 2.2(b) shall commence on the date construction of the access road is completed.

Section 2.3 Grant of Easements for Landscape Easement Area. Washingtonian hereby grants and conveys to MAPP, and MAPP hereby conveys to Washingtonian, a perpetual, non-exclusive easement and right-of-way through, upon, across and over the Landscape Easement Area, for the purposes of constructing, installing, operating,

maintaining, adding to or altering, repairing and replacing, landscaping as required by the Governmental Authorities.

Section 2.4 Grant of Easements for Sign Easement Area. Washingtonian hereby grants and conveys to MAPP, and MAPP hereby conveys to Washingtonian, a perpetual, non-exclusive easement and right-of-way through, upon, across and over the Sign Easement Area, for the purposes of constructing, installing, operating, maintaining, adding to or altering, repairing and replacing, signs as required by the Governmental Authorities, and shown on the MAPP Project Plan.

Section 2.5 Construction Access. The easements granted by this Article include the right to enter upon the property immediately adjoining the area of the easement for temporary construction access; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance and then only to the minimum extent necessary for such construction and maintenance.

ARTICLE III CONSTRUCTION

Section 3.1 Initial Construction. The initial construction of the Common Utilities, the Access Road and Landscape Easement Area shall be performed by MAPP, pursuant to the MAPP Project Plan. Washingtonian agrees to reimburse MAPP for one half of the costs incurred to install the Access Road.

Section 3.2 General Construction Requirements.

(a) All construction performed pursuant to the Agreement shall be (i) coordinated with the party upon whose parcel the construction activities shall take place; (ii) performed in a manner which minimizes and disruption or interference with business or construction activities on the parcel in question; (iii) performed in a diligent manner to completion, and (iv) in accordance with all laws and requirements of the Governmental Authorities

(b) Any party performing construction, maintenance, repairs or alterations pursuant to this Agreement shall be required to (i) indemnify and hold harmless the owner of the parcel upon which such activities are being conducted from and against all claims, liabilities, costs or expenses arising as a result of such work; and (ii) restore, as nearly as possible, to their original condition all land or areas disturbed in any manner by such activities; and (iii) perform such work in a manner which keeps each other's property free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by such party.

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ARTICLE IV MAINTENANCE

To the extent not maintained by Governmental Authorities and/or any owner or other maintenance association for the Project, (i) Washingtonian shall be obligated to maintain and repair the Common Utilities located on the Adjoining Parcel and Separate Facilities it installs pursuant to this Agreement on the MAPP Parcel, and (ii) MAPP shall be obligated to maintain and repair the Common Facilities located on the MAPP Parcel, all Separate Facilities and Signage installed by MAPP pursuant to the MAPP Project Plan, the and Landscape Easement Area, to the extent the same have been constructed by MAPP pursuant to the MAPP Project Plan. With respect to the Access Road, MAPP shall, at its sole cost, maintain the Access Road until such time as improvements may be built on the Adjoining Parcel and open for business with the public. After the date that the foregoing improvements are constructed, unless the owners of the MAPP Parcel and Adjoining Parcel shall agree to another arrangement, MAPP will maintain, at its sole cost, the portion of the Access Road on the MAPP Parcel and the owner of the Adjoining Parcel shall be obligated to maintain, at its sole cost, the portion of the Access Road on the Adjoining Parcel. In the event either Washingtonian or MAPP should fail to perform their obligations hereunder, Washingtonian or MAPP, as the case may be, shall have the right, but not the obligation, to perform such maintenance or repair, and the defaulting party shall be obligated to reimburse the other party for all reasonable costs incurred by the performing party.

ARTICLE V RESERVATION

Each party reserves the right to use the portions of the Access Easement Area, Sign Easement Area and Landscape Easement Area on its parcel, upon which the easements are herein granted, for any purpose which is not inconsistent with the rights herein conveyed or interfere with the use of said areas for the easements herein granted.

ARTICLE VI GENERAL PROVISIONS

Section 6.01 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and owners. The easements created, granted and conveyed herein shall be a covenant running with the land, as a burden upon the land on which the easement is granted and as a benefit upon the land intended to be benefited by such easement.

Section 6.02 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland.

[signatures on following page]

WITNESS the following signatures and seals:

WASHINGTONIAN ASSOCIATES L.C.,
a Maryland limited liability company

By: [Signature]
Milton V. Peterson, Manager

By: [Signature]
Theodore Pedas, Manager

MID-ATLANTIC PETROLEUM
PROPERTIES L.L.C.,
a Maryland limited liability company

By: [Signature]
Name: CARLOS NORRIS
Its: CEO

COMMONWEALTH OF VIRGINIA :
COUNTY OF FAIRFAX : to wit:

On this the 26th day of March, 1998, before me, the undersigned officer, personally appeared Milton V. Peterson who acknowledged himself to be an authorized manager of Washington Associates L.C., a Maryland limited liability company and being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as an authorized manager.

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

[Signature]
Notary Public

My Commission Expires: 8-31-98

[Handwritten initials]

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 15686, p. 0704, MSA_CE63_15641. Date available 06/15/2005. Printed 01/29/2025.

~~State of Maryland~~
~~DISTRICT OF COLUMBIA~~ : to wit:
County of Montgomery

On this the 26th day of March, 1998, before me, the undersigned officer, personally appeared Theodore Pedas who acknowledged himself to be an authorized manager of Washingtonian Associates L.C., a Maryland limited liability company and being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as an authorized manager.

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

J. Anne E. Ours
Notary Public

My Commission Expires: 12/1/2000

STATE OF MARYLAND :
COUNTY OF MONTGOMERY : to wit:

On this the 26th day of March, 1998, before me, the undersigned officer, personally appeared CARLOS HORRASITAS who acknowledged himself to be the CHEIF EXECUTIVE OFFICER of Mid-Atlantic Petroleum Properties L.L.C., a Maryland limited liability company and that he as such being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

W. H. Brauman
Notary Public

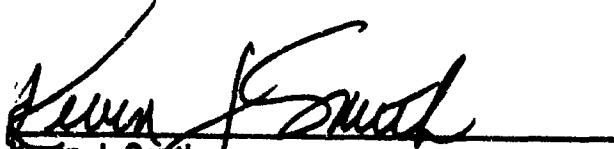
My Commission Expires: 12/26/00

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 15686, p. 0705, MSA_CE63_15641. Date available 06/15/2005. Printed 01/29/2025.

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CERTIFICATE

I hereby certify that the foregoing instrument has been prepared at the request and direction of the parties thereto.


Kevin J. Smith

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EXHIBIT B

City of Gaithersburg Approved Plans

Project: Washingtonian Center - Chevron (Bullnose)
Site Plan W-1082
Gaithersburg, MD

Approvals
4 Sep 97 - Planning and Code Administration Approval
14 Oct 97 - Department of Public Works Approval

<u>Plan</u>	<u>Description</u>
Sheet no. 1:	Cover Sheet
Sheet no. 2:	Existing Conditions and Demolition Plan
Sheet no. 3:	Site Plan
Sheet no. 4:	General Details and Notes
Sheet no. 5:	Geometric Layout Plan
Sheet no. 6:	Storm Drain and Paving Plan
Sheet no. 7:	Phase I Sediment and Erosion Control Plan
Sheet no. 8:	Phase II Sediment and Erosion Control Plan
Sheet no. 9:	Sediment and Erosion Control Details
Sheet no. 10:	Sediment and Erosion Control Notes
Sheet no. 11:	Storm Drain Profiles, Computations and Notes
Sheet no. 15:	Stormceptor Notes and Structure Schedules
Sheet no. 16:	Stormceptor details
Sheet no. 17:	Stormwater Management Details
Sheet no. 18:	Fields Road Improvements Plan
Sheet no. 19:	Fields Road traffic Control Plan
Dwg A2:	Exterior Elevations

LF 15686.709

SILV
EASEMENT

PARCEL C

25' WSSC
ESM'T.

NO CURB CUT

MC-113.01
SINGLE RAMP

S 87°05'38" W

316.75'

EX. CONC. WALK

DS ROAD
R/W PLAT NO. 206
R 8361 FOLIO 035

70' 44.20'
INV. MEET EX. TOP OF CURB
IN LINE AND ON GRADE.
PROVIDE SMOOTH TRANSITION
AND INSURE POSITIVE DRAINAGE

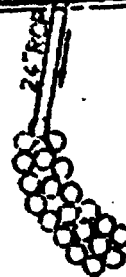
75'

EX 24°W D.I.P.
87RW9725 A

TOP = 444.72'
INV. IN = 436.82'
INV. CUT = 436.72'

IMPROVEMENTS
FIELDS ROAD 1
COMPLETED BY
ISSUANCE OF AN
OCCUPANCY PER

OWNER: JAMES CROWN F/EA
L 10251 F. 266
ZONE: R-200
USE: DAIRY FARM



MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MOR 15686, P 0743, JWS/M, CE63_15641, Date available 06/15/2005, Printed 01/29/2025.

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MONTGOMERY COUNTY CIRCUIT COURT (Land and Records) MOR 15686 p. 0711, MSA CE63 15641. Date available 06/15/2005. Printed 01/29/2025.

SAM EIG HIGHWAY
MCDOT R/W PLATS 25
LIBER 8733

TOP=425.46'
(FILLED W/WATER)

TOP=435.21'
INV.=425.0'
(FILLED W/WATER)

INV.=431.45'

N 51°22'24" E 112.46'

30° RCP

RIP-RAP

R=234.00' L=154.44'

N 70°32'06" E 100.40'

N 65°23'32" E 32.5'
R=370.35'
L=7.77'

255.00'
38.18'

82.92'

20' SANITARY

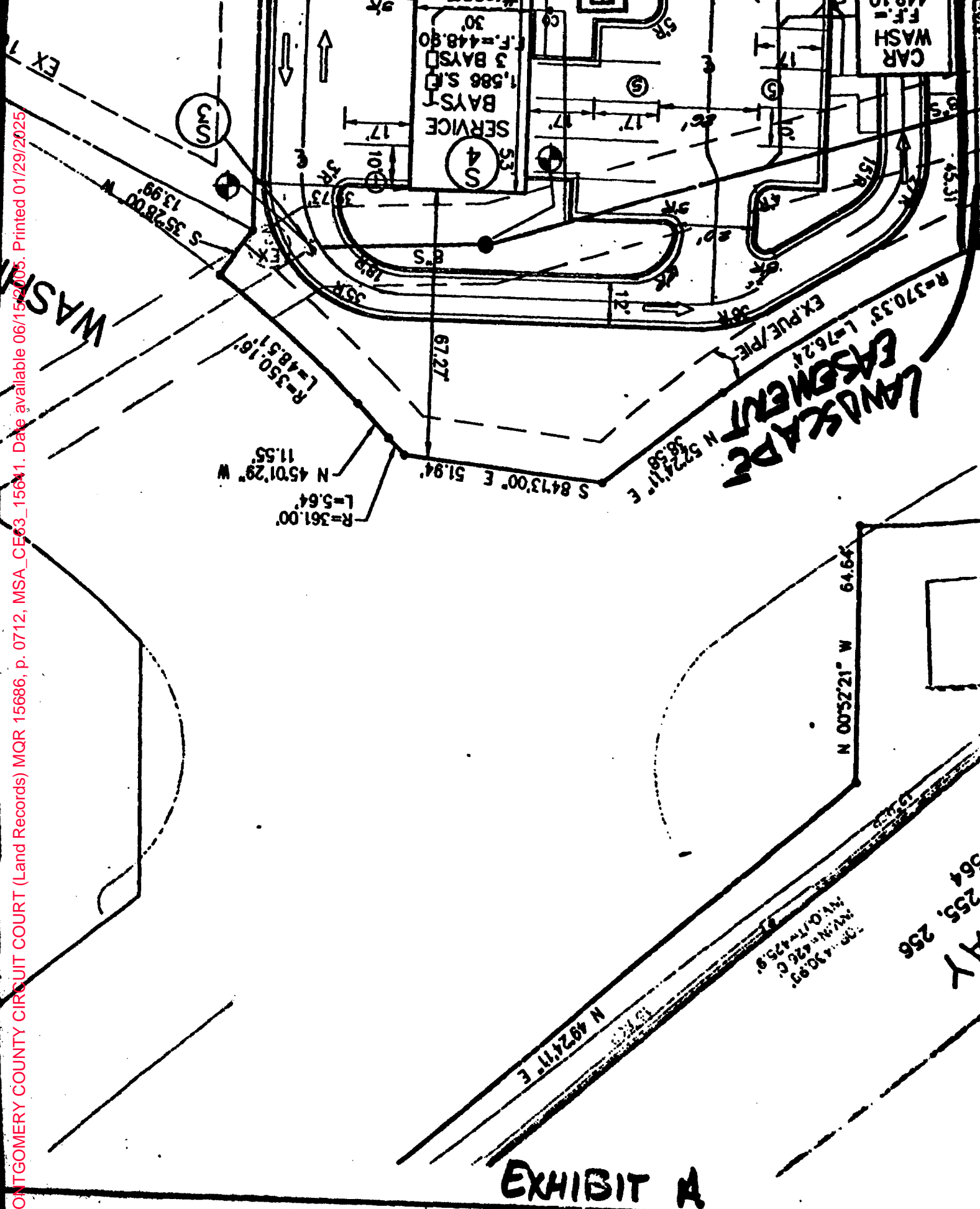


EXHIBIT A

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MCR 15686, p. 0713, MSA_CE63_15641. Date available 06/15/2005. Printed 01/29/2025.

CITY OF GAITHERSBURG PLANNING COMMISSION
 81 SOUTH SUMMIT AVENUE, GAITHERSBURG, MARYLAND 20877

SITE PLAN APPROVAL

AT THE REGULARLY SCHEDULED MEETING OF THE PLANNING COMMISSION HELD ON 8/16/97 APPLICATION NO. W-1082 WAS GRANTED Final Plan Approval with
2 conditions per SDA

DATE 9/1/97 BY: [Signature]

NOTE: ANY REVISIONS TO SIGNED PLANS MUST BE REAPPROVED BY THE PLANNING COMMISSION

(S2)

EX WSSC R/W

IONIAN BLVD.

ESM-T



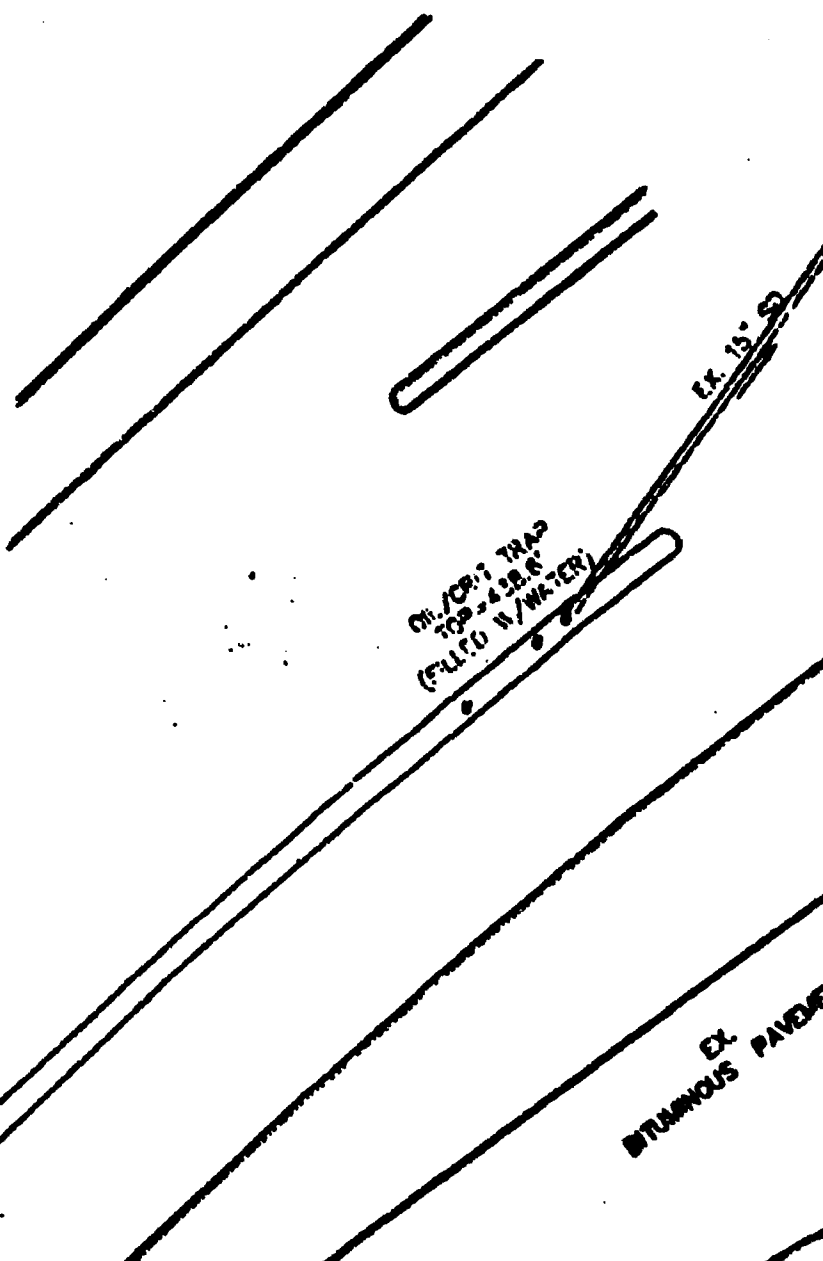
ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ CONSTRUCTION INSPECTORS

VIKA INCORPORATED
8180 GREENSBORO DRIVE SUITE 200 ■ MGLEAN, VIRGINIA 22102
(703)442-7800 ■ FAX (703)761-2767

PARCEL "B" AND "C"
BLOCK "A"
SHINGTONIAN CENTER
LIBER 13024 FOLIO 104
GAITHERSBURG (9TH) ELECTION DISTRICT
CITY OF GAITHERSBURG
MONTGOMERY COUNTY, MARYLAND

LF 15686.714

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MGR 15686, p. 0714, MSA G563-15641, Date available 06/15/2005, Printed 01/29/2025.



DR./CR. TRAP
TOP = 428.6'
(FILL TO 11'/WATER)

EX.
BITUMINOUS PAVED