

DECLARATION OF WATER AND SEWER EASEMENT AND MAINTENANCE AGREEMENT

THIS DECLARATION OF WATER AND SEWER EASEMENT AND MAINTENANCE AGREEMENT ("Declaration"), made this 18th day of November, 2016 by Carter, Inc. ("Grantor") and Janet F. Alris ("Grantee").

WHEREAS, the Grantor is the owner, in fee simple, of certain land and premises situate in the County of Montgomery, State of Maryland, described in Exhibit "A" hereto (hereinafter sometimes referred to as "Lot 12"); and

WHEREAS, the Grantee is the owner, in fee simple, of certain land and premises situate in the County of Montgomery, State of Maryland, described in Exhibit "B" hereto (hereinafter sometimes referred to as "Lot 11"); and

WHEREAS, the parties desire by these presents to establish a certain easement and right-of-way through and over a portion of the land described in Exhibit "A" and for the benefit of the land and premises described in Exhibit "B" hereto and further desire to make certain other agreements.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) paid by Grantee to Grantor and of the undertakings hereinafter set forth, the Grantor hereby declares that the real property shown and described on Exhibit "C" hereto as the "Utility Easement" (which is a portion of Lot 12) is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the provisions of this Declaration, each and every of which shall be deemed to run with and bind the land and each and every of which shall, as applicable, inure to the benefit or burden of and be enforceable by the Grantor and Grantee and by their respective successors and assigns in and to the land described in Exhibits "A" and "B" hereto.

1. The Grantor does hereby grant and establish a perpetual easement and right-of-way in, through, to and over the land described on Exhibit "C" as the "UTILITY EASEMENT" for the benefit of the real property owned by the Grantee as described in Exhibit "B" for the construction, installation, reconstruction, operation, maintenance, repair, and alteration of water and sewer pipes and related equipment and the right to ingress to and egress from the property described in Exhibit "A" at anytime, and from time to time, to the extent reasonably necessary for the exercise of the rights set forth above.

2. The Grantee covenants and agrees to restore the Utility Easement area, including any fencing or plantings, as nearly as possible, to its original condition after any work is completed.

3. Grantor and its successors and assigns may erect fencing in the Utility Easement area and may install plantings which do not interfere with the water and sewer pipes constructed therein.

4. Responsibility for any damage to the Utility Easement area or the water and sewer pipes contained in the Utility Easement area caused by either party hereto or by their respective agents, successors, assigns, employees, contractors or construction personnel at any time shall be borne exclusively by that party. Said party shall be responsible for any repairs or replacement in order to return the Utility Easement area or water and sewer lines to substantially the same condition they were in prior to the occurrence of such damage.

5. Enforcement of this Declaration shall be in any proceeding at law or in equity against any person or persons violating or attempting to violate the easement or agreements provided herein, to restrain violation and/or to recover damages, and failure by any party hereto or by their respective successors, assigns, agents or employees to enforce any such easement right herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6. This easement shall at no time be merged or extinguished by reason of the ownership by one person or by one entity of both Lots 11 and 12.

7. This grant of easement is made in perpetuity, shall run with the land and shall at no time be construed as an easement in gross and hereby specifically creates dominant and servient estates, respectively, and shall be binding upon and shall inure to the benefit of each successor in title to Lots 11 and 12 all in perpetuity.

8. The provisions of this Declaration are severable, and the validity of one or more of the provisions shall not affect the validity or enforceability of any other provisions.

9. This Declaration shall be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, Carter, Inc., has caused these presents to be executed by Carter Willson, Its President.

IN WITNESS WHEREOF, Janet F. Alrls has set her hand and seal.

ATTEST:

Carter, Inc.

Nicole Holton

by: Carter Willson (SEAL)
Carter Willson, President

WITNESS:

SIGNED:

Annamma Yogiaveetil

Janet F. Alrls

STATE OF MARYLAND :

: TO WIT

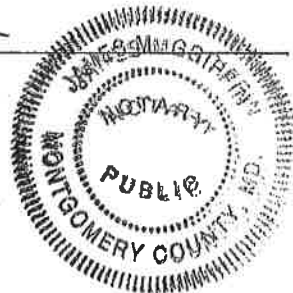
COUNTY OF MONTGOMERY :

I, James Griffin, a Notary Public In and for the
aforementioned said State and County, do hereby certify that Carter Willson, who is named as
President of Carter, Inc., in the foregoing and attached deed, bearing the date
of November 16, 2016, personally appeared before me in said State and
County, the said Carter Willson, being personally known to me as the person named in said
deed to be the act and deed of said corporation, and that he delivered in the same as such.

Given under my hand and seal this 18th day of November, 2016.

My Commission Expires: 1-24-17

James Griffin
Notary Public



STATE OF MARYLAND :

: TO WIT

COUNTY OF MONTGOMERY :

I, Annamma Yogiaveetil, a Notary Public In and for the
aforesaid State and County, do hereby certify that Janet F. Alrls, personally appeared before me
in said State and County, Janet F. Alrls being personally well known or satisfactorily proven to
me as the person who executed said deed, and then and there acknowledged the same to be
her act and deed for the purposes therein contained.

Given under my hand and seal this 16th day of November, 2016.

My Commission Expires: 05/29/2016.

Annamma Yogiaveetil
Notary Public

ANNAMMA YOGIAVEETIL
Notary Public
Montgomery County
Maryland
My Commission Expires May 29, 2017

EXHIBIT "A"
Property of Carter, Inc.
(Servient Estate)

Lot numbered 12 in Block 4 in a subdivision known as "Rosedale Park" as per plat recorded in Plat Book 1, plat No. 92 among the Land Records of Montgomery County, Maryland.

EXHIBIT "B"
Property of Janet F. Alrls
(Dominant Estate)

Lot numbered 11 in Block 4 in a subdivision known as "Rosedale Park" as per plat recorded in Plat Book 1, plat No. 92 among the Land Records of Montgomery County, Maryland.

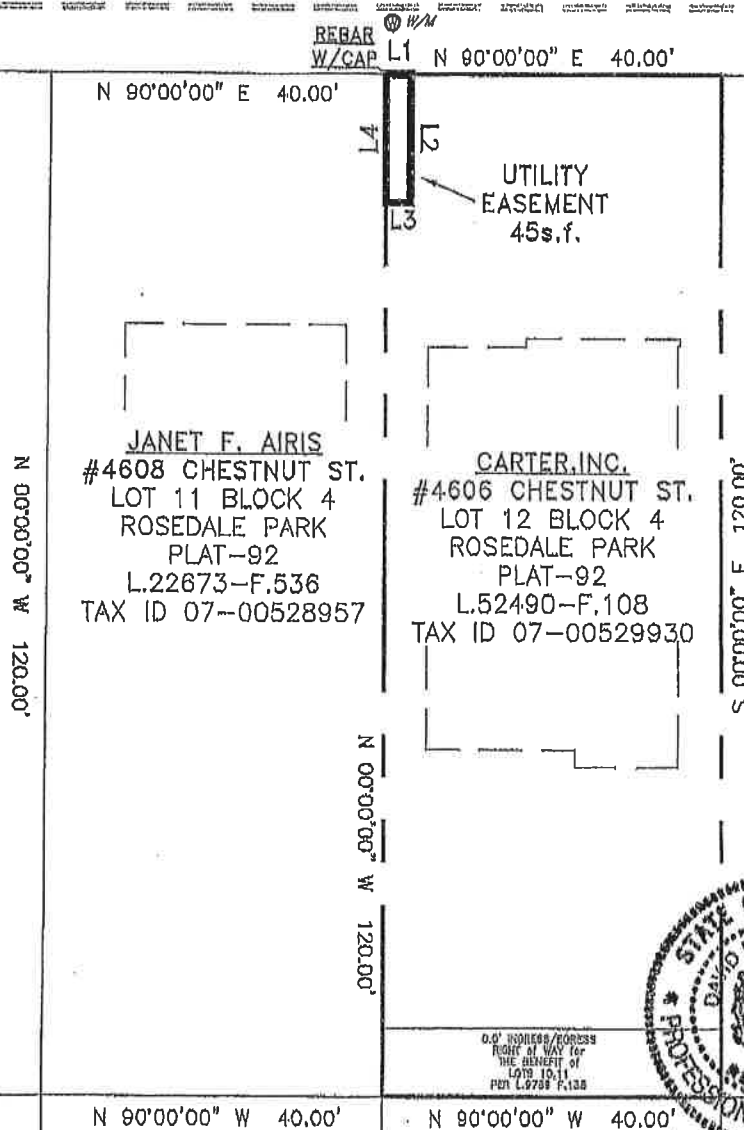
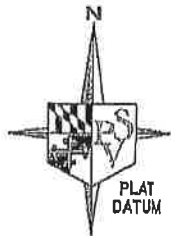
EXHIBIT "C"
UTILITY EASEMENT AREA

That portion of Lot 12, Block 4 in the "Rosedale Park" subdivision as per plat recorded in Plat Book 1 at Plat 92 being 3 feet in width contiguous with the westerly boundary of said lot and running southerly 15 feet from the northerly (front) boundary of said lot and depicted on the attached survey plat by Potomac Valley Surveys dated 11-04-16, Job No. 16-029.

EXHIBIT-C

LINE	BEARING	DISTANCE
L1	N 90°00'00" E	3.00'
L2	S 00°00'00" E	15.00'
L3	N 90°00'00" W	3.00'
L4	N 00°00'00" W	15.00'

CHESTNUT STREET



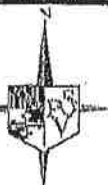
D.P. Mowatt 11/04/16
DAVID P. MOWATT
MD. PROFESSIONAL
LAND SURVEYOR #21136
EXPIRES 08-20-18

JDB No. 16-029

DATE: 11-04-16

DRAWN BY: SAG

SCALE: 1"=20'



POTOMAC VALLEY
SURVEYS
20010 FISHER AVENUE, SUITE F
POOLESVILLE, MARYLAND
1-888-349-5090

EXHIBIT-C
UTILITY EASEMENT
4606 CHESTNUT STREET
LOT 12 BLOCK 4
ROSEDALE PARK PLAT-92
LIBER 52490 FOLIO 108
MONTGOMERY COUNTY, MARYLAND

Clerk of the Circuit Court
for
Montgomery County

50 Maryland Avenue
Rockville, MD 20850

Recording Department 240-777-9470

LR - Easement (No-Taxes) Recording Fee
1x 20.00 20.00

Name: CARTER INC

LR - Easement (No-Taxes) Surcharge
1x 40.00 40.00

SubTotal:

Total: 60.00

REV-Check-80A

Number : 454147

11/22/2016 08:48

#7334764 /555/73 CC15-KM

BARBARA H. WEIKLEJOHN

Clerk of the Circuit Court