

NOV 13 2018

BOOK: 56869 PAGE: 124

NO TITLE EXAMINATION

\$ NA RECORDATION TAX PAID
\$ NA TRANSFER TAX PAID

**DECLARATION OF PERPETUAL INGRESS & EGRESS EASEMENT,
UTILITY EASEMENT AND MAINTENANCE AGREEMENT**

THIS DECLARATION OF PERPETUAL INGRESS & EGRESS EASEMENT, UTILITY EASEMENT AND MAINTENANCE AGREEMENT ("Declaration") is hereby executed this 31st day of October, 2018, by BENJAMIN MOLAYEM and LINDA MOLAYEM, husband and wife (hereinafter the "Declarants").

RECITALS

WHEREAS, Declarants, husband and wife, are the owners, in fee simple, as tenants by the entirety, of that certain tract of land known as Parcel 637 (Tax Identification Number 03-00042802) on Tax Map CT22, pursuant to that certain deed from Larry T. Steele and Patricia J. Steele, husband and wife, dated the 29th day of September, 1989 and recorded the 4th day of October, 1989 among the said Land Records for Montgomery County, Maryland at Liber 49020, folio 685 with a street address of 19950, 19956 and 19960 Fisher Avenue, Poolesville, Maryland 20837 (the "Property");

WHEREAS, the Property is improved with two commercial buildings that are served, in part, by a driveway situated between the two buildings for ingress and egress to the respective parking lots for each building to and from Fisher Avenue (the "Existing Access");

WHEREAS, the Poolesville Planning Commission for the Town of Poolesville has pending before it (or has approved) the subdivision record plat referred to as "Poolesville-Parcels A-B" (the "Plat") to subdivide the Property into two recorded parcels, Parcel A and Parcel B (collectively the "Parcel");

WHEREAS, the Plat, which is entitled "Poolesville Parcel A & B, a Subdivision of Parcel 637," will be recorded among the Land Records for Montgomery County, Maryland;

WHEREAS, the recordation of the Plat will cause each of the two commercial buildings to be located on its own recorded Parcel, namely 19950 and 19956 Fisher Avenue will be located upon Parcel A and 19960 Fisher Avenue will be located upon Parcel B; and

WHEREAS, the Plat will also depict the Existing Access as the "Proposed Ingress/Egress Easement for Parcel A" that will be situated on Parcel B following the recordation of the Plat (the "Ingress/Egress Easement") and two 10' Utility Easements for Parcel B that will be situated on Parcel A following the recordation of the Plat (the

After recording, return to
Miles & Stockbridge P.C.
11 N. Washington Street
Suite 700
Rockville, MD 20850-4229
Attn: Cirner

Hold
for:

Handwritten initials: MS
le
kn

“Utility Easements”), all of which is depicted on a draft copy of the Plat attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, said Ingress/Egress Easement totals approximately 3,183 square feet or 0.0731 of an acre, all as more fully described and depicted on **Exhibit B** attached hereto and incorporated herein;

WHEREAS, Declarants intend that there shall be, for the benefit of Parcel A, a perpetual and non-exclusive easement for vehicular and pedestrian ingress and egress in, through, over, to, across and on the Ingress/Egress Easement for Parcel A to and from Fisher Avenue;

WHEREAS, said Utility Easements are: (1) that certain utility easement in, through, over, to, across and on Parcel A for the existing water line serving Parcel B that is approximately 751 square feet or 0.0172 of an acre, all as more fully described and depicted on **Exhibit C** attached hereto and incorporated herein; and (2) that certain utility easement in, through, over, to, across and on Parcel A for the existing sewer line serving Parcel B that is approximately 793 square feet or 0.0182 of an acre, all as more fully described and depicted on **Exhibit D** attached hereto and incorporated herein;

WHEREAS, Declarants hereby declare that the Parcels shall be held, sold and conveyed subject to this Declaration and the easements herein shall run with the land and inure to the benefit of and be binding upon the Declarants and/or their heirs, personal representatives, successors and assigns of Parcels A and B (collectively “Parcel Owners” or individually “Parcel Owner” or individually respectively “Parcel A Owner” and “Parcel B Owner”), all as set forth below.

NOW THEREFORE, in consideration of the foregoing recitals, the Declarants do hereby declare that the Parcels are and shall be forever held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration, which shall be deemed to run with and bind the land, and shall inure to the benefit of Parcel A and Parcel B, respectively, and be enforceable by the Parcel Owners, all as more fully described below:

1. **Recitals.** The above recitals are hereby incorporated as substantive provisions of this Declaration.

2. **Benefit and Burden.** The Ingress/Egress Easement is for the benefit of Parcel A, and is superior and paramount to the rights of Parcel B, the servient estate of the Ingress/Egress Easement. The Utility Easements are for the benefit of Parcel B and are, subject to Paragraph 4(e), superior and paramount to the rights of Parcel A, the servient estate of the Utility Easements.

3. **Easement.** Declarants hereby declare and establish a non-exclusive easement in, through, to, on, over and across the Ingress/Egress Easement for the benefit of Parcel A for the purposes of: (i) vehicular and pedestrian ingress and egress to and

from Fisher Avenue; and (ii) repairing, replacing, maintaining, reconstructing, altering or modifying the paved surface located therein, as provided below:

a. Obstruction and Interference. The Parcel B Owner shall not obstruct, impede or interfere with the free and unobstructed use of the Ingress/Egress Easement by the Parcel A Owner and its heirs, personal representatives, successors, assigns, contractors, members, directors, officers, employees, agents, tenants, customers and invitees (collectively "Permittees"), as intended by this Declaration. In addition, the Parcel B Owner shall not place any structure or object within the Ingress/Egress Easement.

b. Repair and Maintenance. The Parcel B Owner shall repair and maintain the Ingress/Egress Easement in a usable, neat and uniform manner in accordance with sound property management standards and shall, accordingly, undertake any reasonable or necessary replacement, expansion, alteration or modification of any portion of the paved surface located within the Ingress/Egress Easement. The Parcel B Owner shall be responsible for the removal of any snow, ice and other debris from any paved surface within the Ingress/Egress Easement. The Parcel B Owner's obligations under this Paragraph shall be at no cost or expense to the Parcel A Owner or Parcel A Permittees; provided, however, the Parcel A Owner shall be responsible for the cost and expense to repair damage to the Ingress/Egress Easement caused by it or the Parcel A Permittees' negligence or inappropriate use of the Ingress/Egress Easement. The Parcel A Owner shall reimburse the Parcel B Owner for said costs and expense within five (5) days following written request thereof to the Parcel A Owner that includes substantiation of such costs and expense. The Parcel A Owner shall also have the right, but no obligation, to repair, replace, maintain, reconstruct, alter or modify the paved surface within the Ingress/Egress Easement if the Parcel B Owner fails to do so within thirty (30) days of the Parcel A Owner's written request thereof. After the Parcel A Owner makes said repair, replacement, maintenance, reconstruction, alteration or modification to the paved surface within the Ingress/Egress Easement the Parcel A Owner shall be reimbursed by the Parcel B Owner for the costs and expenses for such work within five (5) days following a written request thereof to the Parcel B Owner that includes substantiation of such costs and expense.

c. The obligations under this Paragraph 4 shall extend to that portion of the access that connects the Ingress/Egress Easement to the public road known as Fisher Avenue and located within the Fisher Avenue public right-of-way.

4. Utility Easement. Declarants hereby reserve, declare and establish the Utility Easements for the existing water and sewer lines serving Parcel B for the purpose of installing, reinstalling, relocating, operating, inspecting, repairing and maintaining the water and sewer lines and appurtenances thereto, in, through, to, over and across Parcel A subject to the following:

a. Obstruction and Interference. Subject to the rights set forth in Paragraph 4(e), the Parcel A Owner shall not obstruct, impede or interfere with the reasonable use of the Utility Easements by the Parcel B Owner.

b. Repair and Maintenance; Restoration. The Parcel B Owner, at its sole cost and expense, shall restore in a good and workmanlike manner and to the condition existing prior to such disturbance, any surface areas of the Utility Easements disturbed as a result of the Parcel B Owner or its agents, employees, contractors or subcontractors exercising the rights provided in this Paragraph 4. The Parcel B Owner shall provide ten (10) days advance written notice to the Parcel A Owner prior to any such disturbance to the surface area of the Utility Easements. Notwithstanding the foregoing sentence, such advance written notice to the Parcel A Owner shall not be required in the event of an emergency, provided that the Parcel B Owner provides the Parcel A Owner with written notice of such emergency and the work performed by the Parcel B Owner as soon as is reasonably practicable following such emergency.

c. Damage. Repairs to damage to the Utility Easements caused by an individual Parcel Owner, due to negligence or inappropriate use, shall be paid for by that Parcel Owner, subject to the notice provisions of Paragraph 4(b). Except for the activities set forth in Paragraph 4(e), any repairs to the Utility Easements resulting from construction undertaken on an individual Parcel shall be the sole responsibility of the Parcel Owner undertaking said construction.

d. Access. Ingress and egress to the Utility Easements shall be made generally across Parcel A from any adjacent public road or right-of-way, the Ingress/Egress Easement, or along such other lines as the Parcel Owners may designate by mutual agreement.

e. Utility Relocation. The Parcel A Owner has the right, at its sole cost and expense, to relocate the Utility Easements, utility lines and appurtenances therein, within Parcel A or to the Ingress/Egress Easement, totally or partially, in the event such relocation is necessary, at the sole discretion of the Parcel A Owner; provided, however, that said relocation is performed, completed and relocated in a manner that will minimize, to a commercially reasonable extent, any significant disruption and impact to Parcel B and said work is also performed in a proper, substantial, good and workmanlike manner and in accordance with all Laws (as defined in Paragraph 5.a below). The Parcel A Owner shall give the Parcel B Owner ninety (90) days advance written notice of its proposed relocation of the Utility Easements. The Parcel Owners agree to amend this Declaration to reflect any such change in the location of the Utility Easements.

5. Construction; Mechanics' Liens; Insurance.

a. Any activity undertaken or caused to be undertaken by a Parcel Owner pursuant to Paragraphs 3(b) or 4(b) or (c) of this Declaration: (i) shall be performed in a proper, substantial, good and workmanlike manner and at commercially reasonable times and in a commercially reasonable manner so as to limit to the greatest extent commercially reasonably possible any material adverse effects on the reasonable use and enjoyment of the Parcel upon which the activity occurs by the respective Parcel Owner or its Permittees; (ii) shall comply with all applicable federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes,

decrees, orders and other legal requirements (the “Laws”); and (iii) shall not, in the reasonable discretion of the Owner of the Parcel upon which such activity occurs, materially adversely affect that Parcel Owner’s redevelopment of its respective Parcel.

b. Any Parcel Owner that causes a mechanics’ lien to be filed against the Parcel upon said Parcel Owner undertakes an activity pursuant to Paragraphs 3(b) or 4(b), (c) or (e) of this Declaration shall promptly discharge, or bond to the satisfaction of the respective Parcel Owner, all mechanics’ liens filed against the said Parcel, for services claimed to be performed upon or materials claimed to be delivered to or on behalf of the Parcel Owner that causes said mechanics’ lien.

c. Any Parcel Owner that causes any activity to be performed upon a Parcel pursuant to Paragraphs 3(b) or 4(b), (c) or (e) of this Declaration shall cause its contractors and subcontractors to maintain a policy or policies of liability insurance in an amount of not less than \$1,000,000.00 for injuries, including wrongful death, for any one person and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one accident; and property damage insurance in an amount not less than \$1,000,000.00 for damages on account of any one accident and in an amount not less than \$1,000,000.00 on account of all accidents, and naming the owner of the Parcel upon which the activity occurs as an additional insured. All of the foregoing policies of insurance shall be issued by reputable insurance companies authorized to conduct business in the State of Maryland, shall specifically state that such insurance shall be primary to any insurance maintained by the owner of the Parcel upon which the activity pursuant to Paragraphs 3(b) or 4(b), (c) or (e) of this Declaration occurs and shall contain a clause prohibiting cancellation prior to the completion of said activity except upon thirty (30) days’ prior written notice to owner of the Parcel upon which the activity occurs. The Parcel Owner that performs or causes any activity to be performed upon a Parcel pursuant to Paragraphs 3(b) or 4(b), (c) or (e) of this Declaration shall maintain the same insurance coverage amounts not less than those identified above.

6. **Mediation.** Any disagreement concerning any of the terms or provisions in this Declaration must be first submitted to mediation by a mediator agreed upon by the parties, or, if not so promptly agreed, a mediator as designated by the Director of the Differentiated Case Management System of the Circuit Court for Montgomery County, Maryland.

7. **Enforcement.** This Declaration shall be enforceable by any proceeding at law or in equity against any person or persons violating or attempting to violate the terms or conditions of this Declaration, either to restrain or enjoin the violation or to recover damages, or both, the failure or forbearance of any Parcel Owners to enforce any of the terms or conditions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8. **Indemnity.** Each Parcel Owner, by acceptance of a deed for any Parcel, shall be deemed to have covenanted with each other Parcel Owner to indemnify and defend each other Parcel Owner and its members, officers and directors against and save them harmless from, any and all claims, actions, damages, awards, judgments, losses,

fees, liability and expense (including, without limitation, reasonable attorneys' fees) in connection with personal injury, loss of life, or damage to property or other damage suffered by such Parcel Owner or its Permittees, or by any other person or entity, and arising out of the easement and related rights granted hereunder to the indemnifying Parcel Owner or its Permittees, unless caused by the gross negligence or willful misconduct of the Parcel Owner to be indemnified hereunder or its members, officers and directors.

9. **Recording.** This Declaration shall be recorded among the Land Records for Montgomery County, Maryland.

10. **Binding.** The terms and conditions of this Declaration shall run with the land and be binding upon and inure to the benefit, or the burden, as the case may be, of the respective heirs, personal representatives, successors and assigns of the Declarants.

11. **Notices.** All notices which may be given under the terms of this Declaration shall be delivered by: (i) hand delivery; (ii) overnight mail; or (iii) first-class mail and by certified mail, return receipt requested, to the mailing address for the respective Parcel Owner maintained by the State Department of Assessment and Taxation or to such other address or by other means as the parties may so designate in writing from time to time.

12. **Non-Dedication to Public Use.** Nothing herein shall be construed as a dedication to public use.

13. **Miscellaneous.** All of the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Maryland; no provision of this Declaration shall be construed by any court or other judicial authority against any party hereto by reason of such party being deemed to have drafted or structured such provisions; and the words of any gender used in this Declaration shall be held and construed to include any gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

14. **Non-Merger.** That Declarant acknowledges the common ownership of Parcels A and B and the Ingress/Egress and Utility Easements. It is the intention of the Declarants that such common ownership of the fee simple interest of Parcels A and B, shall not extinguish or eliminate the easements granted herein; and, therefore, Declarants specifically waive the principles of common law merger for themselves, their personal representatives, successors and assigns and for any future owners of Parcels A and B and with respect to the easements granted herein. It is the intention of the Declarants that at the time of conveyance of a fee simple interest in and to Parcels A or B, or any portion thereof, that Declarants shall reserve the easements to itself and its heirs, personal representatives, successors and assigns of said benefited Parcel.

15. **Further Assurances.** The parties to this Declaration hereby covenant with one another that they will each execute such further assurances of this Declaration as may be requisite or necessary.

Exhibit A

PLAT No.

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NOTES

- THIS PROPERTY IS ZONED P-COMM.
- ALL TERMS, CONDITIONS, AGREEMENTS, LIMITATIONS, AND REQUIREMENTS ASSOCIATED WITH ANY PRELIMINARY PLAN, SITE PLAN, PROJECT PLAN, OR OTHER PLAN ALLOWING DEVELOPMENT OF THE PROPERTY SHALL BE MAINTAINED BY THE TOWN OF POOLESVILLE AND MADE AVAILABLE FOR PUBLIC REVIEW UNLESS MODIFIED BY FURTHER ACTION BY THE COMMISSION. THE OFFICIAL PUBLIC FILES FOR ANY SUCH PLAN ARE MAINTAINED BY THE TOWN OF POOLESVILLE AND ARE AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS.
- IPF = IRON PIPE FOUND. / RBWC = REBAR WITH CAP.
- THE EXISTING PARCEL IS SERVED BY PUBLIC WATER AND SEWER SYSTEMS ONLY.
- THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE TOWN OF POOLESVILLE SUBDIVISION REGULATIONS, BEING APPENDIX A "SUBDIVISION REGULATIONS" OF THE POOLESVILLE CODE.
- THIS SUBDIVISION RECORD PLAT IS NOT INTENDED TO SHOW EVERY MATTER AFFECTING THE PROPERTY. THE SUBDIVISION RECORD PLAT IS NOT INTENDED TO REPLACE AN EXAMINATION OF TITLE OR TO DEPICT OR NOTE ALL MATTERS AFFECTING TITLE.
- PROPERTY LIES WITHIN ZONE A AND X OF FEMA MAP #24031C0143D DATED SEPTEMBER 29TH 2006.
- COORDINATES HEREON ARE BASED ON MARYLAND STATE PLANE (MAD 83/91) DATUM.

VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF ALL OF THE LANDS COMPEYED BY LARRY T. STEELE AND PATRICK J. STEELE TO THE TOWN OF POOLESVILLE BY DEED DATED SEPTEMBER 28TH, 1989 AND BEING PARCEL 637, TAX MAP CT 22 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND; AND THAT ALL PROPERTY CORNERS MARKED THIS ARE IN PLACE AS SHOWN HEREON IN ACCORDANCE WITH SECTION 30-24(E) OF THE SUBDIVISION REGULATIONS OF MONTGOMERY COUNTY, MARYLAND. THE TOTAL AREA OF THIS PLAT IS 55,545 SQUARE FEET OF 1.2751 ACRES WITH 2,284 SQUARE FEET OF 0.0524 ACRES DEDICATED TO TOWN OF POOLESVILLE FOR PUBLIC USE.

DAVID P. MOWATT _____ DATE _____
 MD. PROFESSIONAL LAND SURVEYOR #21138
 DATE OF LICENSE EXPIRATION: 06-20-20

OWNERS CERTIFICATE

WE, BENJAMIN MDTAYEM AND LINDA MDTAYEM, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS SUBDIVISION RECORD PLAT AND DEDICATE TO PUBLIC USE 2,284 SQ.FT. OR 0.0524 ACRES TO THE TOWN OF POOLESVILLE FOR ELGIN ROAD.

WE FURTHER GRANT A 5-FOOT AND 3.5-FOOT PUBLIC UTILITY EASEMENT EASEMENT, SHOWN HEREON AS "S" P.U.E." AND "P.I.E." TO THOSE PARTIES NAMED IN THE DOCUMENTS ENTITLED "DECLARATION OF TERMS AND PROVISIONS OF EASEMENT" AND "DECLARATION OF TERMS AND PROVISIONS OF EASEMENT" AT FOLIO 467 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

WE FURTHER GRANT TO THE TOWN OF POOLESVILLE A 5-FOOT AND 3.5-FOOT PUBLIC UTILITY EASEMENT, SHOWN HEREON AS "S" P.U.E." AND "P.I.E." TO THOSE PARTIES NAMED IN THE DOCUMENTS ENTITLED "DECLARATION OF TERMS AND PROVISIONS OF EASEMENT" AND "DECLARATION OF TERMS AND PROVISIONS OF EASEMENT" AS RECORDED IN BOOK XXXXX AT PAGE XXX AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, LIENS, MORTGAGE, OR TRUSTS AFFECTING THE PROPERTY SHOWN HEREON.

BENJAMIN MDTAYEM _____ WITNESS _____ DATE _____
 LINDA MDTAYEM _____ WITNESS _____ DATE _____

PLAT TABULATION

PARCEL A	36,657 SQ.FT. OR 0.8415 ACRES
PARCEL B	16,604 SQ.FT. OR 0.3812 ACRES
TOWN OF POOLESVILLE PUBLIC USE	2,284 SQ.FT. OR 0.0524 ACRES
TOTAL AREA:	55,545 SQ.FT. OR 1.2751 ACRES

POTOMAC VALLEY SURVEYS
 20010 FISHER AVENUE, SUITE F
 POOLESVILLE, MARYLAND
 1-888-349-5080

SUBDIVISION RECORD PLAT POOLESVILLE PARCEL A & B
 A SUBDIVISION OF
 PARCEL 637, TAX MAP CT
 TOWN OF POOLESVILLE
 POOLESVILLE (3RD) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE: 1"=30'
 SEPTEMBER, 2018

Department of Permitting Services
 Montgomery County, Maryland

Approved: _____ Date _____
 Director

The Poolsville Planning Commission

Approved: _____ Date _____
 Chairman

Town Engineer Recommendation for Signatures

Approved: _____ Date _____
 Town Engineer



Exhibit B

Tax I.D. 03-00042802

DESCRIPTION of A INGRESS / EGRESS EASEMENT
19950, 19956 & 19960 FISHER AVENUE
PARCEL B - POOLESVILLE
SUBDIVISION OF PARCEL 637
L.9020 F.685
MONTGOMERY COUNTY, MARYLAND

Being a strip or parcel of land situate, lying and being in Montgomery County, Maryland as conveyed by LARRY T. STEELE and PATRICIA J. STEELE to BENJAMIN MOLAYEM and LINDA MOLAYEM by deed dated the 29th day of September, 1989 and recorded among the land records of Montgomery County in Liber 9020, Folio 685 and being currently known as Parcel 637, tax map CT22 and soon to be Parcel B, Poolesville, Plat to be recorded and having tax I.D. No. 03-00042802. Also known as **19950,19956 & 19960 Fisher Avenue.**

Beginning at a PK NAIL having a Maryland State Plane coordinate of N: 539,060.1710, E: 1,194,050.9551 found at the common corner of soon to be Parcel B, Poolesville, Plat to be recorded and soon to be Parcel A, Poolesville, Plat to be recorded, and also being the on the southerly right of way line of Fisher Avenue, Montgomery County Right of Way Plat file no. 358, Thence leaving said common corner and binding reversely with the *North 17°12'27" East 212.26 foot* line of subject Parcel B and the common rear line of said Parcel A;

1. **South 17°12'27" West 212.26 feet** to a point at the common corner of said Parcel A and Parcel B. Thence binding reversely with the *South 71°44'32" East 78.88 feet* common line of said Parcels A & B;
2. **North 71°44'32" West 15.00 feet** to a point. Thence leaving said common line to run across, over and through said Parcel B;
3. **North 17°12'27" East 212.20 feet** to a point on the Southerly Right of way line of Fisher Avenue. Thence binding with said line;
4. **South 71°57'59" East 15.00 feet** to **The Point of Beginning**, Containing **3,183 square feet** of land or **0.0731 acres** of land, more or less.

I hereby certify that this Description was prepared under my responsible charge and is compliance with the regulations set forth in Chapter 12 of the Minimum Standards of Practice of Maryland.

David P. Mowatt
Md. Professional Land Surveyor
Expires 06-20-20



Date 09/25/18

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MD STATE PLANE
NAD 83/11
L.9020 F.685

REVERTIBLE GRADING
EASEMENT PER
MONTGOMERY COUNTY
RIGHT-OF-WAY
PLAT FILE No.358

MONTGOMERY COUNTY
RIGHT-OF-WAY
PLAT FILE No.358

P.O.B.
PK NAIL
N = 539,060.1710
E = 1,194,050.9551

PERMANENT EASEMENT
PER MONTGOMERY COUNTY
RIGHT-OF-WAY
PLAT FILE No.358

N/F
TAX ID:03-00042287
WILSON KAREN HAEUSSLER
19964 FISHER AVE
PARCEL 639
LIBER 47301, FOLIO 160

N/F
TAX ID:03-00044674
EPIC DEVELOPERS LLC
FISHER AVE
PARCEL 636
LIBER 53422, FOLIO 473

N/F
TAX ID:03-00044685
EPIC DEVELOPERS LLC
19942 FISHER AVE
PARCEL 661
LIBER 53442, FOLIO 473

N/F
TAX ID:03-00044457
MORNINGSTAR RICHARD C & N N
17612 ELGIN RD
PARCEL 713
LIBER 1047, FOLIO 839

EX. 25' STORM DRAIN
EASEMENT
PER LIBER 4970
FOLIO 231

EX. 10' TEMPORARY
CONSTRUCTION
EASEMENT
PER LIBER 4970
FOLIO 231

AREA OF
TOWN OF
POOLESVILLE
DEDICATION

PARCEL A
36,657 Sq. Feet
0.8415 Acres

PARCEL B
16,604 Sq. Feet
0.3812 Acres

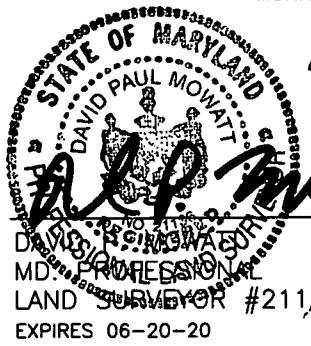
PREVIOUSLY
PARCEL 637
55,545 Sq. Ft.
1.2751 ACRES

PROPOSED
INGRESS/EGRESS
EASEMENT FOR
PARCEL A

PROPOSED 10'
UTILITY
EASEMENT FOR
PARCEL B
TO BE
RECORDED

PROPOSED 10'
UTILITY
EASEMENT
FOR PARCEL B
TO BE
RECORDED

INGRESS/EGRESS EASEMENT		
LINE	BEARING	DISTANCE
L1	S 17°12'27" W	212.26'
L2	N 71°44'32" W	15.00'
L3	N 17°12'27" E	212.20'
L4	S 71°57'59" E	15.00'
3,183 SQ FT OR 0.0731 ACRES		



David Paul Mowatt
DATE 09/25/18

JDB No. 018-035
DATE: 09-25-18
DRAWN BY: SG
SCALE: 1"=60'



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

EXHIBIT B
PARCEL A & B
POOLESVILLE
A SUBDIVISION OF PARCEL 637
TAX MAP CT 22
TOWN OF POOLESVILLE
MONTGOMERY COUNTY, MARYLAND

Exhibit C



DESCRIPTION of A UTILITY EASEMENT
19950, 19956 & 19960 FISHER AVENUE
PARCEL A - POOLESVILLE
SUBDIVISION OF PARCEL 637
L.9020 F.685
MONTGOMERY COUNTY, MARYLAND

Being a strip or parcel of land situate, lying and being in Montgomery County, Maryland as conveyed by LARRY T. STEELE and PATRICIA J. STEELE to BENJAMIN MOLAYEM and LINDA MOLAYEM by deed dated the 29th day of September, 1989 and recorded among the land records of Montgomery County in Liber 9020, Folio 685 and being currently known as Parcel 637, tax map CT22 and soon to be Parcel A, Poolesville, Plat to be recorded and having tax I.D. No. 03-00042802. Also known as **19950,19956 & 19960 Fisher Avenue.**

Beginning at a PK NAIL having a Maryland State Plane coordinate of N: 539,023.3725, E: 1,194,118.2006 found at the North East corner of Parcel A, Poolesville, Plat to be recorded and also being the on the southerly right of Fisher Avenue and the westerly right of way of Elgin Road, Thence leaving said corner binding reversely with the *North 17°12'27" East 353.38 foot* line of subject Parcel A and the westerly right of way line of Elgin Road **74.92 feet** to the True **Point of Beginning** having a Maryland State Plane coordinate of N: 538,951.8034, E: 1,194,096.0360. Thence leaving said Right of way line to run over, through and across Parcel A the following courses and distances;

1. **North 72°54'17" West 75.12 feet** to a point on the common line of said Parcel A and Parcel B. Thence binding with the *North 17°12'27" East 212.26 feet* line of said Parcels A & B;
2. **North 17°12'27" West 10.00 feet** to a point. Thence leaving said common line to run across, over and through said Parcel A;
3. **South 72°54'17" East 75.12 feet** to a point on the western Right of way line of Elgin Avenue. Thence binding reversely with said line;
4. **South 17°12'27" West 10.00 feet** to **The Point of Beginning**, Containing **751 square feet** of land or **0.0172 acres** of land, more or less.

I hereby certify that this Description was prepared under my responsible charge and is compliance with the regulations set forth in Chapter 06, Regulation .12 of the Minimum Standards of Practice of Maryland.


 David P. Mowat, No. 21136
 Md. Professional Land Surveyor #21136
 Expires 06-20-20

Date 09/25/18

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MD STATE PLANE
NAD 83/11
L.9020 F.685

N/F
TAX ID:03-00042287
WILSON KAREN HAEUSSLER
19964 FISHER AVE
PARCEL 639
LIBER 47301, FOLIO 160

START
PK NAIL
N = 539,023.3725
E = 1,194,118.2006

N/F
TAX ID:03-00044674
EPIC DEVELOPERS LLC
FISHER AVE
PARCEL 636
LIBER 53422, FOLIO 473

P.O.B.
N = 538,951.8034
E = 1,194,096.0360

N/F
TAX ID:03-00044685
EPIC DEVELOPERS LLC
19942 FISHER AVE
PARCEL 661
LIBER 53442, FOLIO 473

N/F
TAX ID:03-00044457
MORNINGSTAR RICHARD C & N N
17612 ELGIN RD
PARCEL 713
LIBER 1047, FOLIO 839

EX. 25' STORM DRAIN
EASEMENT
PER LIBER 4970
FOLIO 231

EX. 10' TEMPORARY
CONSTRUCTION
EASEMENT
PER LIBER 4970
FOLIO 231

AREA OF
TOWN OF
POOLESVILLE
DEDICATION

FISHER AVENUE
S 72°50'24" E
46.18' 31.67'

PARCEL B
16,604 Sq. Feet
0.3812 Acres

PARCEL A
36,657 Sq. Feet
0.8415 Acres

PREVIOUSLY
PARCEL 637
55,545 Sq. Ft.
1.2751 ACRES

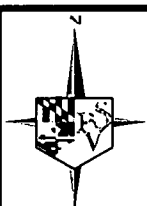
ELGIN ROAD

UTILITY EASEMENT		
LINE	BEARING	DISTANCE
L1	N 72°54'17" W	75.12'
L2	N 17°12'27" E	10.00'
L3	S 72°54'17" E	75.12'
L4	S 17°12'27" W	10.00'
751 SQ FT OR 0.0172 ACRES		

STATE OF MARYLAND
DAVID PAUL MOWATT
LAND SURVEYOR #21136
EXPIRES 06-20-20

09/25/18
DATE

JOB No. 018-035
DATE: 09-25-18
DRAWN BY: SG
SCALE: 1"=60'



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

EXHIBIT B
PARCEL A & B
POOLESVILLE
A SUBDIVISION OF PARCEL 637
TAX MAP CT 22
TOWN OF POOLESVILLE
MONTGOMERY COUNTY, MARYLAND

Exhibit D



BOOK: 56869 PAGE: 136

DESCRIPTION of A UTILITY EASEMENT
19950, 19956 & 19960 FISHER AVENUE
PARCEL A-POOLESVILLE
SUBDIVISION OF PARCEL 637
L.9020 F.685
MONTGOMERY COUNTY, MARYLAND

Being a strip or parcel of land situate, lying and being in Montgomery County, Maryland as conveyed by LARRY T. STEELE and PATRICIA J. STEELE to BENJAMIN MOLAYEM and LINDA MOLAYEM by deed dated the 29th day of September, 1989 and recorded among the land records of Montgomery County in Liber 9020, Folio 685 and being currently known as Parcel 637, tax map CT22 and soon to be Parcel A, Poolesville, Plat to be recorded and having tax I.D. No. 03-00042802. Also known as **19950,19956 & 19960 Fisher Avenue.**

Beginning at a PK NAIL having a Maryland State Plane coordinate of N: 539,023.3725, E: 1,194,118.2006 found at the North East corner of Parcel A, Poolesville, Plat to be recorded and also being the on the southerly right of Fisher Avenue and the westerly right of way of Elgin Road, Thence leaving said corner binding reversely with the *North 17°12'27" East 353.38 foot* line of subject Parcel A and the westerly right of way line of Elgin Road **103.91 feet** to the **True Point of Beginning** having a Maryland State Plane coordinate of N: 538,924.1184, E: 1,194,087.4621. Thence leaving said Right of way line to run over, through and across Parcel A the following courses and distances;

1. **North 80°12'32" West, 0.32 feet** to a point. Thence;
2. **South 61°44'59" West, 13.89 feet** to a point. Thence;
3. **North 67°27'06" West, 65.34 feet** to a point on the common line of subject Parcel A and Parcel B
Subdivision of Parcel 637, Plat to be recorded. Thence binding with said line;
4. **North 17°12'27" East, 10.04 feet** to a point. Thence leaving said common line to run over, through and across Parcel A;
5. **South 67°27'06" East 61.52 feet** to a point. Thence;
6. **North 61°44'59" East 12.50 feet** to a point. Thence;
7. **South 80°12'32" East 5.14 feet** to a point on the westerly Right of way of Elgin Road. Thence binding reversely with said Right of way;
8. **South 17°12'27" West 10.03 feet** to **The Point of Beginning**, Containing **793 square feet** of land or **0.0182 acres** of land, more or less.

I hereby certify that this Description was prepared under my responsible charge and is compliance with the regulations set forth in Chapter 06, Regulation .12 of the Minimum Standards of Practice of Maryland.

David P. Mowatt
David P. Mowatt
Md. Professional Land Surveyor No. 21756
Expires 06-20-20



Date *09/25/18*

BOOK: 56869 PAGE: 137



MD STATE PLANE
NAD 83/11
L.9020 F.685

N/F
TAX ID:03-00042287
WILSON KAREN HAEUSSLER
19964 FISHER AVE
PARCEL 639
LIBER 47301, FOLIO 160

START
PK NAIL
N = 539,023.3725
E = 1,194,118.2006

N/F
TAX ID:03-00044674
EPIC DEVELOPERS LLC
FISHER AVE
PARCEL 636
LIBER 53422, FOLIO 473

P.O.B.
N = 538,924.1184
E = 1,194,087.4621

N/F
TAX ID:03-00044685
EPIC DEVELOPERS LLC
19942 FISHER AVE
PARCEL 661
LIBER 53442, FOLIO 473

N/F
TAX ID:03-00044457
MORNINGSTAR RICHARD C & N N
17612 ELGIN RD
PARCEL 713
LIBER 1047, FOLIO 839

FISHER AVENUE
S 72°50'24" E
46.18' 31.67'
MONTGOMERY COUNTY
RIGHT-OF-WAY
PLAT FILE No.358

PARCEL B
16,604 Sq. Feet
0.3812 Acres

PROPOSED
INGRESS/EGRESS
EASEMENT FOR
PARCEL A
TO BE
RECORDED

PROPOSED
10' UTILITY
EASEMENT FOR
PARCEL B
TO BE
RECORDED

PROPOSED 10'
UTILITY
EASEMENT
FOR
PARCEL B

PARCEL A
36,657 Sq. Feet
0.8415 Acres
PREVIOUSLY
PARCEL 637
55,545 Sq. Ft.
1.2751 ACRES

EX. 25' STORM DRAIN
EASEMENT
PER LIBER 4970
FOLIO 231

EX. 10' TEMPORARY
CONSTRUCTION
EASEMENT
PER LIBER 4970
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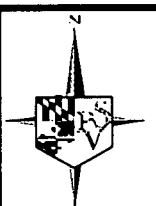
AREA OF
TOWN OF
POOLESVILLE
DEDICATION

UTILITY EASEMENT		
LINE	BEARING	DISTANCE
L1	N 80°12'32" W	0.32'
L2	S 61°44'59" W	13.89'
L3	N 67°27'06" W	65.34'
L4	N 17°12'27" E	10.04'
L5	S 67°27'06" E	61.52'
L6	N 61°44'59" E	12.50'
L7	S 80°12'32" E	5.14'
L8	S 17°12'27" W	10.03'
793 SQ FT OR 0.0182 ACRES		

STATE OF MARYLAND
DAVID PAUL MOWAT
MONTGOMERY COUNTY
LAND SURVEYOR #21136
EXPIRES 06-20-20

09/25/18
DATE

JOB No. 018-035
DATE: 09-25-18
DRAWN BY: SG
SCALE: 1"=60'



POTOMAC VALLEY
SURVEYS
2010 FISHER AVENUE, SUITE F F
POOLESVILLE, MARYLAND
1-888-349-5090

EXHIBIT B
PARCEL A & B
POOLESVILLE
A SUBDIVISION OF PARCEL 637
TAX MAP CT 22
TOWN OF POOLESVILLE
MONTGOMERY COUNTY, MARYLAND

LR - Covenant	
Recording Fee	75.00
Declarant Name:	
MOLAYEM	
Ref:	
LR - Covenant	
Surcharge	40.00
=====	
SubTotal:	115.00
=====	
Total:	115.00
11/13/2018 03:38	
CC15-KM	
#11266959 CC0602 -	
Montgomery	
County/CC06.02.06 -	
Register 06	



**DOCUMENT VALIDATION PAGE
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BARBARA H. MEIKLEJOHN
Clerk of the Circuit Court for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850
Recording and Licensing
(240) 777-9470