

## **Right-of-Way Agreement for Electric Vehicle Charging**

This Right-of-Way Agreement ("Agreement") is made and entered into as of the [redacted] day of [redacted], 2026, (the "Effective Date") by and between The Mayor and Council of Rockville, a Maryland municipal corporation with its principal address at 111 Maryland Avenue, Rockville, MD 20850, hereinafter referred to as the "Licensor," and Montgomery County, Maryland, a body corporate and politic with its principal address at 101 Monroe Street, Rockville, Maryland 20850, hereinafter referred to as the "Licensee." The Licensor and the Licensee are hereinafter referred to collectively as the "Parties."

### **1. Purpose**

The purpose of this Agreement is to grant the Licensee and its contractors the right to enter in upon the portion(s) of land shown in the attached Exhibit and to proceed with the construction, landscaping, and improvements related to the construction of electric vehicle charging equipment (the "Project"), subject to the terms and conditions of this Agreement.

#### **IT IS HEREBY UNDERSTOOD AND AGREED:**

1.1. The Project shall be done at no cost to the Licensor.

1.3. Prior to the commencement of any construction activities on the Project, the parties shall enter into a future agreement governing the operation of the electric vehicle charging equipment, the maintenance of related improvements, and any cost-sharing that will occur.

1.4. That this Right-of-Way Agreement shall be in force only during the period of construction of the Project and that at the termination of said construction, all rights hereby granted to the Licensee shall then terminate and revert to the Licensor.

1.5. In accordance with the Uniform Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended, a Licensor must be informed of its right to receive just compensation for the acquisition of property or any necessary easement(s). The fair market value of any property rights would be determined by valuation in compliance with the Uniform Act of the Licensor's property.

1.6. In signing this agreement, the Licensor understands that it is waving compensation and appraisal to expedite the construction of this project. The fair market value of the property rights being waived is estimated to be \$85,068.65.

### **2. Locations**

EV charging stations will be installed at the following locations owned or controlled by the Licensor, listed below and depicted in greater detail in Exhibit A, attached to this Agreement and incorporated herein (the “Charger Locations”). Each Charger Location as depicted in Exhibit A includes the installation location as well as the parking area serving each EV Charging station.

NAME	ADDRESS
Rockville Senior Center	1150 Carnation Dr
Rockville Civic Center Park	603 Edmonston Dr
Elmwood Smith Community Center	601 Harrington Rd
Charles Street ROW	301 Charles St/McArthur
Congressional Lane ROW	451 Congressional Ln
Yale Place ROW	1700 Yale Pl
David Scull Park First St ROW	1133 First St

### 3. Term

The term of this Agreement shall begin on the Effective Date and run for a period of three (3) years, unless terminated earlier in accordance with the provisions of this Agreement. The Agreement may be renewed for additional one (1) year terms upon mutual written consent of both parties.

### 4. Licensee Responsibilities

Licensee shall:

- Identify in writing to Licensor any contractors or other agents of Licensee authorized to install or perform work on the Project at least 14 days before the installation or work occurs.
- Provide Licensor with 14 days advance written notice of the installation of any part of the Project.
- Secure all necessary City permits prior to commencement of construction of the Project.

- Require its contractor(s) to install the Project in a professional and workmanlike manner.
- Require that its contractor(s) maintain access for purposes of ingress and egress to the Licensor's property at all times during construction of the Project.
- Require its contractor(s) to take all reasonable measures and exercise reasonable effort to prevent damage to Licensor's property. In the event Licensee's contractor damages Licensor's property, Licensee will instruct its contractor to restore said property to the same or as similar a condition as possible and reasonable. Licensee requires that its contractor(s) carry and maintain liability coverage for damage to Licensor's property, if any, due to or as a consequence of the contractor's work pursuant to the contract.

## **5. Compliance**

The Licensee shall comply with all applicable federal, state, and local laws, regulations, and policies in the installation and operation of the electric vehicle charging stations.

## **6. Liability**

### **6.1 Insurance**

The Licensee shall maintain comprehensive general liability insurance with coverage limits of not less than \$400,000 per occurrence and \$800,000 in aggregate. The Licensee shall have the right to self-insure and is a member of the Montgomery County Self-Insurance Program.

The Licensee will require its contractors, who conduct any operations or perform any work permitted by this agreement, or any activity connected therewith, to maintain insurance coverage with limits at least equal to those listed below:

#### Commercial General Liability

A minimum limit of liability of one million dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

Bodily Injury

Property Damage

Contractual Liability

Premises and Operations

Independent Contractors

Products and Completed Operations

Personal Injury

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Automobile Liability

A minimum limit of liability of one million dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage (each accident) including the following coverages:

All Owned Autos

Hired Autos

Non-Owned Autos

Excess/Umbrella Liability

A minimum limit of liability of one million dollars (\$1,000,000) per Occurrence/Aggregate

Professional Liability (if applicable)

A minimum limit of liability of one million dollars (\$1,000,000) per Occurrence/Aggregate

Licensee shall cause its contractor to add Licensor as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services. Additionally, Licensor must be named as an additional insured on the Contractor's Automobile and General Liability Policies. Licensee shall provide a copy of the contractor's current certificate of insurance to Licensor prior to commencement of construction activities.

## **6.2 Indemnification**

The Licensee agrees to indemnify and hold harmless the Licensor, its officers, agents, and employees from and against any and all claims, liabilities, damages, losses, and expenses arising out of or in connection with the Licensee's negligence during installation, operation, or maintenance of the charging stations. The indemnification provided by the Licensee under this paragraph is subject to the liability and damages caps stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301 et seq. and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (collectively the "County Indemnification Statutes"), all as amended from time to time. Any indemnification given by the Licensee in this Agreement is not intended to create any rights or causes of action in any third parties or to increase the Licensee's liability over and above the caps provided in the County Indemnification Statutes, as applicable. Further, the Parties acknowledge that, to the extent required by law, any financial obligations of the Licensee under this Agreement are subject to the appropriation of funds by the Montgomery County Council.

## **7. Termination**

This Agreement may be terminated by either party upon 30 days' written notice to the other party in the event of a material breach of any term or condition of this Agreement, provided that the breaching party fails to cure such breach within 30 days after receipt of such notice.

## **8. Miscellaneous**

### **8.1 Dispute Resolution**

Any disputes arising under this Agreement that cannot be resolved through other means shall be adjudicated in a court of competent jurisdiction in Montgomery County, Maryland.

### **8.2 Waiver**

A waiver of default of any term of this Agreement must not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default must not be construed as a waiver of that default.

### **8.3 Amendments**

This Agreement may be amended only by a written document signed by both parties.

### **8.4 Mailing Notices**

All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail, or by email with confirmation of receipt, and shall be

deemed to be effective when received or refused by the addressee. Notices to the respective parties shall be addressed as follows:

Licensor:

Denzel John  
6 Taft Ct, Suite 227  
Rockville, MD 20850

With copies to:

City Manager  
Rockville City Hall  
111 Maryland Avenue  
Rockville, MD 20850

City Attorney  
Rockville City Hall  
111 Maryland Avenue  
Rockville, MD 20850

Licensee:

Montgomery County, Maryland  
Brian Booher  
Email: [brian.booyer@montgomerycountymd.gov](mailto:brian.booyer@montgomerycountymd.gov)  
Department of Environmental Protection  
2425 Reddie Drive, 4th Floor  
Wheaton, MD 20902

**8.5 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland and Montgomery County, Maryland.

**8.6 Entire Agreement**

This Agreement contains the entire agreement between the Parties, supersedes any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

## **8.7 Severability**

If any part, term, or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions must not be affected thereby; provided that the material economic terms of this Agreement remain substantially the same as contemplated by the entire Agreement.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**The Mayor and Council of Rockville**

By: \_\_\_\_\_

Name: Jeff Mihelich

Title: City Manager

Date: \_\_\_\_\_

Approved for legal sufficiency:

By: \_\_\_\_\_

Nicholas D. Dumais

Senior Assistant City Attorney

**Montgomery County, Maryland**

By: \_\_\_\_\_

Name: Ken Hartman

Title: Assistant Chief Administrative Officer

Date: \_\_\_\_\_