

Parcel ID No. _____

DECLARATION OF COVENANTS AND MAINTENANCE AGREEMENT FOR PRIVATE IMPROVEMENTS IN CITY RIGHT OF WAY - Residential Curbside Electric Vehicle Charging Equipment

This Declaration of Covenants and Maintenance Agreement for Private Improvements in City Right of Way (the “**Declaration**”) is made this _____ day of _____, 20____, by and between The Mayor and Council of Rockville, a municipal corporation in the State of Maryland (the “**City**”) and _____ (the “**Declarant**”). The City and the Declarant are the “**Parties**” to this Declaration.

RECITALS

WHEREAS, Declarant is the owner of real property located at _____, within the City of Rockville, Montgomery County, Maryland, and more fully described as follows:

Lot Numbered _____ in Block _____ in the subdivision known as
" _____", as per plat thereof recorded in Plat Book _____ at Plat
Numbered _____ among the Land Records of Montgomery County, Maryland,
(the “**Property**”); and

WHEREAS, Declarant desires to make the following private improvements within the public right of way adjacent to the Property: electric vehicle charging equipment with a cross-pavement EV charging channel (the “**Private Improvements**”); and

WHEREAS, the City has reviewed and approved the required Public Works Permit Numbered _____ for the Private Improvements; and

WHEREAS, the City agrees to the installation of the Private Improvements upon the execution and recordation of this Declaration among the Land Records of Montgomery County, Maryland, subject to the terms and conditions of this Declaration.

NOW, THEREFORE, in consideration of the foregoing recitals, which are deemed a part of this Declaration, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties covenant and agree as follows:

1. The Declarant agrees to indemnify and hold harmless the City against any and all actions, suits, claims, demands, liability, loss or damage arising out of or in connection with the installation, maintenance, removal or use of the Private Improvements.
2. The Declarant agrees to install and maintain the Private Improvements as shown in **Exhibit A**, attached hereto and incorporated by reference, and in accordance with all

necessary building code and public works permits as issued, including the posting of all required bonds.

3. The Declarant agrees to maintain the Private Improvements in good and safe condition, consistent with the directives of the Director of the Department of Public Works and the maintenance standards and requirements in Chapter 5 and Chapter 21 of the Rockville City Code.
4. The Declarant agrees not to take the following actions within the public right of way:
 - a. Reserve or rent any parking spaces within the public right of way or collect fees for electric vehicle charging within the public right of way;
 - b. Place signs or items in the public right of way to reserve a parking space; or
 - c. Place any items, equipment, or infrastructure within the public right of way in a manner that obstructs drivers, cyclists, or pedestrians traveling upon any public street, sidewalk, road, or highway or that constitutes a hazard, as determined by the Director of the Department of Public Works or their designee.
5. The Declarant agrees to:
 - a. Ensure that any charging cable located within the public right of way is fully flat and flush before, during, and after charging; and
 - b. Regularly inspect the charging equipment within the right of way to ensure it is safe and in good working order.
6. The Declarant agrees that the City may order the removal of any or all of the Private Improvements in its sole discretion and that should the City order the Private Improvements in whole or in part to be removed, such removal shall be at the expense of the Declarant or the subsequent owner of the Property, and that the Declarant will save the City harmless for any expenses incurred therefrom.
7. The Declarant agrees that the City, in its discretion, may remove the Private Improvements from the public right of way to, among other things, maintain, repair, or install City infrastructure or ensure the public health, safety, or welfare. Declarant further agrees that should the City remove the Private Improvements, the City will not be required to replace the Private Improvements, and the Declarant will save the City harmless for any damages that may occur to said Improvements.

8. The Declarant agrees to be responsible for any damage to any existing infrastructure associated with the installation and/or presence of the Private Improvements.
9. The Owner shall obtain and maintain continuously through the entire term of the Declaration, Homeowner's General Liability with coverage including Premises and Operations; Personal Injury and Liability with limits no less than those established by state statutes.
10. The Declarant agrees that this Declaration shall remain in full force and effect until such time as the Private Improvements are removed in their entirety by the owner or subsequent owner of the Property or by the City from the public right of way. Notwithstanding the foregoing, Declarant agrees that a release of the obligations agreed to by Declarant through this Declaration may not occur without written approval from the City. In addition, Declarant agrees that the City may, in its sole discretion, unilaterally terminate this Declaration at any time and revoke any permit issued in connection herewith.
11. The Declarant agrees that the obligations and remedies set forth in this Declaration are in addition to other obligations and remedies contained in or available under applicable law.
12. Upon execution and recording, this Declaration shall run with the land and shall become a binding instrument upon the Declarant and any subsequent representatives, successors or assigns of the Declarant. The Declarant agrees that this Declaration cannot be terminated without the City's approval.
13. The Declarant certifies that all parties with an interest in the Property necessary to give full effect to this Declaration have signed, or otherwise consented in writing, to this Declaration.
14. This Declaration shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, this License and Maintenance Agreement has been executed by the parties on the day and year indicated above.

CITY:

MAYOR AND COUNCIL OF ROCKVILLE

By: _____
City Manager Name, City Manager

Date: _____

Reviewed for legal sufficiency by:

WITNESS:

OWNER:

Owner Name

By: _____
Owner Name, OWNER

Date: _____

WITNESS:

OWNER:

Owner Name

By: _____
Owner Name, OWNER

Date: _____

STATE OF _____: SS:
COUNTY OF _____:

I hereby certify that on this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument has acknowledged that they executed the foregoing Agreement as their act and deed for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

STATE OF _____: SS:
COUNTY OF _____:

I hereby certify that on this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument has acknowledged that they executed the foregoing Agreement as their act and deed for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

STATE OF MARYLAND:
SS:
COUNTY OF MONTGOMERY:

I hereby certify that on this _____ day of _____, 2025, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the City Manager of the Mayor and Council of Rockville, a municipal corporation in the State of Maryland, in such capacity and being authorized so to do, executed the foregoing Agreement for the purposes therein contained.

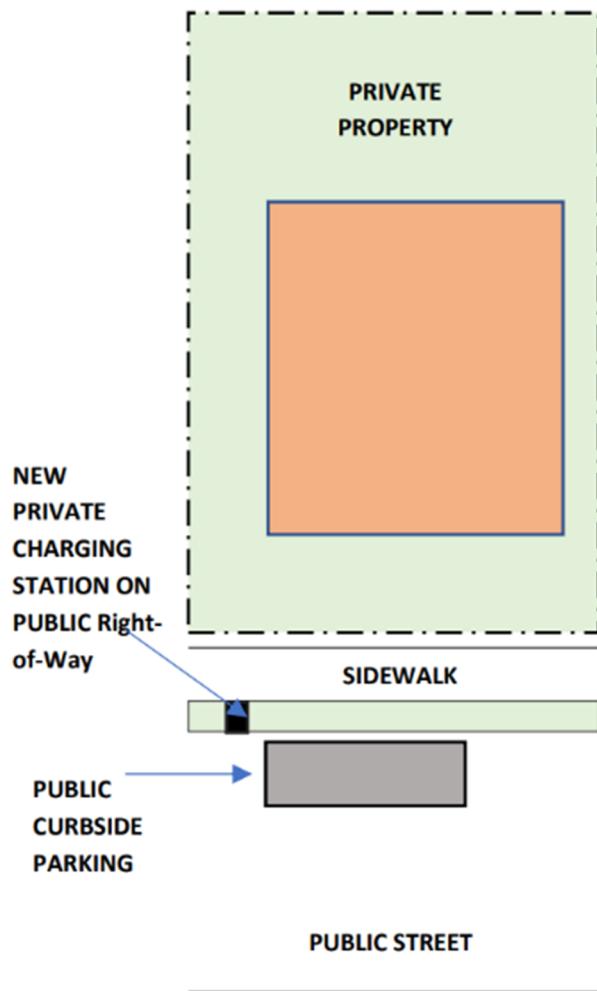
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

Exhibit A: New Private Improvement Plan

[Owner to provide exhibit similar to this sample drawing, with all applicable elements listed below shown in drawing.]



- Property line
- Private building(s), driveway apron, walkways, fences, retaining wall, etc.
- Public street, sidewalk, landscape median, fire hydrants, utility poles, storm drain, etc.
- Location of New Public Improvements (EV charging pedestal, electric conduit, cross-pavement EV charging channel, etc.)
- Location of area where car can be parked at curb to reach charger