

ELECTRIC VEHICLE CHARGING STATION LICENSE AGREEMENT

This ELECTRIC VEHICLE CHARGING STATION AGREEMENT (this "Agreement"), made this ____ day of _____ 20__ (the "Effective Date"), by and between BALTIMORE COUNTY, a body corporate and politic (the "County"), through the DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS, ("PAI"), and _____ (the "Property Owner")

RECITALS

WHEREAS, the County has the authority to grant the right to use public rights-of-way under a non-exclusive franchise on, above or below the surface of a highway, avenue, street, lane or alley, pursuant to Subtitle 2, Title 9, Article III of the Baltimore County Code, 2015 Edition, as amended (the "Code"); and

WHEREAS, the County establishes this Agreement with the Property Owner to install electric vehicle charging station equipment, below the public right of way of an avenue, street, lane or alley. The Property Owner must obtain any additional required permits before causing damage or disturbance to a public right-of-way or private property as a result of constructing, installing, repairing, maintaining, trenching or operating the EV charging station.

WHEREAS, the Property Owner applied for the Agreement to use a certain area in public rights-of-way above or below the surface of [identify County property], as more fully described and shown in *Exhibit A*, attached hereto and incorporated hereby, (the "Agreement Area"), for the purpose of installing, constructing, and/or trenching electric vehicle charging station and equipment. _____ (the "Property/ Improvements"), as shown in the plans attached hereto as *Exhibit B* and incorporated hereby (the "Plans"), which Property/ Improvements Property Owner will thereafter own, operate, maintain, remove, repair and replace (altogether, the "Project"); and

WHEREAS, the Property Owner having complied with the requirements of the Code and provided the information necessary for **the County** to evaluate the proposed use, and publication having occurred in accordance with the Code, **the County** has made diligent inquiry regarding the value of the proposed EV charging station, and the adequacy of the compensation proposed to be paid therefor.

AGREEMENT

Baltimore County, Maryland hereby grants, subject to the reservations, terms, covenants, and conditions hereinafter set forth, unto the Agreement, and its successors and assigns, the right to use the portions of public rights-of-way in the Agreement Area under a non-exclusive Agreement for the purpose of the Project.

1. This Agreement described herein shall be effective as of the date above written and continue for a period of thirty-five (35) years therefrom (the "Initial Term"). At the option of the County, this Agreement may be renewed for up to two (2) successive terms of twenty-five (25) years each, if automatic, or less upon mutual agreement in writing by the parties (each a "Renewal Term"), on the same terms and condition conditions, except for any changes that

are required by law. Unless the County provides written notice of nonrenewal to the Property Owner prior to the end of the Initial Term or the first Renewal Term, as the case may be, this Agreement will renew automatically upon expiration of the Initial Term and the first Renewal Term respectively.

2. The Property Owner has paid the County compensation in the amount of _____ Dollars and No Cents (\$ _____) as "Base Compensation" to the County for the Initial Term. Base Compensation is calculated as more fully described in Exhibit C, attached hereto and incorporated herein. . During the term of this Agreement, such term to include any Renewal Terms, but in no event more frequently than every five years after the date of execution of this Agreement, the County may revalue this Agreement. Upon notice by the County to the Property Owner, the County may revalue the Agreement Area in accordance with the terms of the Code, notwithstanding any additions, changes or amendments to the federal, state or local laws or regulations to the contrary. The County shall deliver written notice to the Property Owner of any such revaluation, and, within sixty (60) days following receipt of such notice, the Agreement shall remit as "Additional Compensation" the difference between the revaluation and the Base Compensation (or, in the event of a revaluation following a prior revaluation, the difference between that revaluation and the prior revaluation). The Property Owner shall pay the sum of the difference to the County within sixty (60) days of receiving notice of each revaluation.
3. The Property Owner shall provide to the Department of Permits, Approvals and Inspections, in an acceptable form and format, any and all plans, drawings or other requested information; and obtain all necessary permits.
4. The Property Owner at their own cost and expense, shall maintain in good condition and in compliance with all applicable laws and regulations of Baltimore County, all structures and equipment for which the Agreement is granted. The maintenance of these structures shall be at all times subject to the regulation and control of Baltimore County, Maryland. If any structure for which the Agreement is granted must be readjusted, relocated, protected, or supported to accommodate a public improvement, the Property Owner shall pay all costs and expenses in connection with the readjustment, relocation, protection, or support.
5. Baltimore County, Maryland or its designee, at any time and without prior notice may revoke the Agreement if, in the County's judgment, the public interest, welfare, safety, or convenience so requires. Immediately on written notice to the Property Owner of the exercise of this right, the Agreement terminates.
6. Baltimore County, Maryland shall not be liable at any time or under any circumstances for injury or damage occurring to any person or property from any cause whatsoever arising from or related to the Property Owner's use of the Agreement Area hereunder or the laying, construction, maintenance, repair, use, ownership, operation, condition, removal or dismantling of the Property/ Improvements or the Agreement Area or use under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the County, its agents, employees, officers, officials, contractors, representatives, successors, or assigns. The Property Owner is responsible for any and all claims, losses, costs and/or expenses arising from or related any and all damage, injury or loss to any persons or property, including, but not limited to any and all existing utilities located in the vicinity of the work performed by Property Owner related to this Agreement.

7. In the event that this Agreement shall expire with no automatic renewals or be terminated for any reason, and reserving to Baltimore County, Maryland at all times all police powers and authority to exercise full charge and control, and the rights, powers, privileges, and duties in connection with public highways, sidewalks, and bridges as provided under the Baltimore County Charter and County Code, the County agrees that the Property Owner shall have an additional sixty (60) days after such expiration or termination unrelated to Default to renegotiate a new agreement or to relocate the Property/Improvements, or such additional time as may be mutually agreed in writing by the parties.
8. The term "**Default**" as used in this Agreement shall mean the occurrence or happening, from time to time, of any one or more of the following:
 - a. If any representation or warranty, expressed or implied, contained in this Agreement shall prove at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.
 - b. If the Property Owner shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty contained in this Agreement, and such failure shall continue more than thirty (30) days following written notice of such failure.
 - c. If the Property Owner shall not perform any services required hereunder in good faith and in accordance with the provisions of this Agreement, and such failure shall continue more than thirty (30) days following written notice of such failure, or in the reasonable determination of the County shall perform same in such manner as to endanger the public health, safety, or welfare, and such objectionable performance shall continue more than thirty (30) days following written notice to desist.
 - d. If the Property Owner shall be unable to satisfy any condition precedent as set forth herein and such condition shall remain unsatisfied more than thirty (30) days following written notice of objection.
9. Upon an occurrence of Default, with written notice and after any applicable cure period has expired, the County shall have the right to exercise any and all of the following remedies:
 - a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
 - b. To suspend the Property Owner's authority to install, maintain, and/or operate the Project and the Property/ Improvements under this Agreement until such breach, as provided herein, is cured; provided, that such cure shall be accomplished within ninety (90) days of notification to the Property Owner (or, if not capable of being cured within such ninety (90) day period, that such cure has commenced and is being diligently pursued by the Property Owner); or
 - c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to PAI, by suit or any other appropriate proceedings, whether for

specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

10. No remedy herein conferred upon or reserved to Baltimore County, Maryland or its designee is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively, or jointly against the Property Owner, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by PAI.
11. Neither the County nor the Property Owner shall assign, sublet, or transfer its interest or obligations under this Agreement to any third party, without the prior written notice to both that third party and the other party to this Agreement. This Agreement shall not be construed to create any rights in any person or entity other than the parties to this Agreement. Notwithstanding the foregoing, the rights of the Property Owner hereunder are created for the use of the Property Owner, and shall be assignable by the Property Owner, to any successor or assign of the Property Owner (the "Assignee"). The Property Owner shall be bound to send to the County written notice of any such assignment of the Property Owner 's rights hereunder. Any such instrument of assignment shall be duly executed by the transferee named in such instrument, and, by its acceptance of any such assignment, the transferee of the Property Owner's rights hereunder shall be bound to the County for the prospective performance of the Property Owner 's obligations hereunder, for the remaining term of this Agreement, including any Renewal Term. Prior to acceptance of the assignment, the Assignee must provide to the County and the County must accept certificates of insurance as required hereunder, when applicable, showing evidence of a substitute insurance coverages in amounts equal to or greater than those provided by the original the Property Owner and that provide continuous coverage, such that there will be no lapse in coverage. The assignment will become effective upon written notice of acceptance of the substitute insurance certifications by the County, and the original Property Owner shall not accrue new obligations or liabilities after the effective date of the assignment.
12. This Agreement represents the entire agreement of the parties with respect to the subject hereof. No representation, promise, or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification, or amendment of the terms of this Agreement shall be effective unless made in writing.

IN WITNESS WHEREOF the parties have signed and sealed this Agreement the day and year first written above, with authority to bind.

WITNESS:

Property Owner: _____

By _____ (SEAL)
Name:

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared, _____, and he/she/they acknowledged the foregoing Deed to be her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

BALTIMORE COUNTY, MARYLAND, a body corporate and politic

By: _____ (SEAL)
D'Andrea L. Walker County Administrative Officer

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public in and for said County and State, personally appeared D' Andrea L. Walker, to me personally known, who being by me duly sworn did say she is the County Administrative Officer of BALTIMORE COUNTY, MARYLAND, that the foregoing Agreement was signed on behalf of said County by authority of its County Administrative Officer, and that said County Administrative Officer acknowledged said Agreement to be the free act and deed of said County.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County)

Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey Approval or Disapproval of Substantive Nature of Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

This is to certify that the within instrument was prepared by an attorney or under the supervision of an attorney admitted to practice before the Supreme Court of Maryland.

AGREEMENT AREA DESCRIPTION
Exhibit A

Description of Agreement Area Subject to Agreement with, as the Property Owner, to include the following area:

[insert formal Agreement Area description from survey here]

And as further delineated as "Agreement Area" on the drawing attached hereto as **Exhibit B** of this Agreement.

Exhibit B
(The Plan)

Exhibit C

Base Compensation is determined by location of the Franchise Area within the below four major zoning categories at the stated rates:

RC and Density Residential \$ 2.25 per linear ft.

Office and RAE \$ 5.00 per linear ft.

Business \$12.00 per linear ft.

Manufacturing \$ 3.00 per linear ft.

Total per line foot calculations are _____ feet and are summarized as follows:

_____ linear feet X \$_____ (_____ zone)

Total Fee: \$ _____