

**CITY OF BALTIMORE**  
**ORDINANCE \_\_\_\_\_**  
**Council Bill 07-0568**

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Introduced by: The Council President  
At the request of: The Administration (Department of Public Works)  
Introduced and read first time: January 22, 2007  
Assigned to: Highways and Franchises Subcommittee

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Committee Report: Favorable with amendments  
Council action: Adopted  
Read second time: July 16, 2007

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**AN ORDINANCE CONCERNING**

**Franchise – Private Bridgeway and Foundation  
Above and Within the Bed of East Madison Street**

FOR the purpose of granting a franchise to 855 N. Wolfe Street, LLC, to construct, use, and maintain a private pedestrian bridgeway above and across East Madison Street right-of-way and a portion of the bridgeway foundation within East Madison Street right-of-way, subject to certain terms, conditions, and reservations; and providing for a special effective date.

By authority of  
Article VIII - Franchises  
Baltimore City Charter  
(1996 Edition)

**Recitals**

An overall plan for portions of East Baltimore near Johns Hopkins Hospital is under construction for creation of a biotechnological and residential development known as the East Baltimore Development Initiative. As part of the redevelopment, 855 N. Wolfe Street, LLC, is constructing a new 7 story, 300,000 square foot building to house professional offices and laboratory space to be known as the Life Science building.

The Life Science building will be constructed on the block bounded by North Wolfe Street, the former bed of North Chapel Street, East Madison Street, and Ashland Avenue. The new building will be located on the north side of East Madison Street.

An existing Basic Science building at 725 N. Wolfe Street is located on the south side of Madison Street, opposite the location of the new Life Science building.

**EXPLANATION:** CAPITALS indicate matter added to existing law.  
[Brackets] indicate matter deleted from existing law.  
Underlining indicates matter added to the bill by amendment.  
~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from existing law by amendment.

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1 The 855 N. Wolfe Street, LLC, will construct a private single story pedestrian  
2 bridgeway above East Madison Street, connecting the new Life Science building  
3 with the existing Basic Science building, and the bridgeway will provide a safe  
4 and convenient means for staff and researchers to travel between the buildings.

5 Portions of the private bridgeway will be located above and across the public  
6 right-of-way, and a portion of the bridgeway foundation will project into and  
7 below the public right-of-way.

8 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a  
9 franchise or right is granted to 855 N. Wolfe Street, LLC, its tenants, successors, and assigns  
10 (collectively, the “Grantee”) to construct, use, and maintain, at Grantee’s own cost and expense,  
11 and subject to the terms and conditions of this Ordinance, a private single story pedestrian  
12 bridgeway that will connect the building being constructed by the Grantee on the north side of  
13 East Madison Street to an existing building located on the south side of East Madison Street, by  
14 crossing the East Madison Street right-of-way, located within an aerial easement area more  
15 particularly described as follows:

16 Beginning for the same at a point on the existing northerly right-of-way line of  
17 East Madison Street, said point being 108.69 feet east of the corner formed by the  
18 intersection of the existing northerly right-of-way line of East Madison Street, 66  
19 feet wide, and the existing easterly right-of-way line of North Wolfe Street, 70  
20 feet wide, with all the bearings and distances being referenced to the Baltimore  
21 Survey Control System and having coordinates of North 776.6497 and East  
22 7025.1104, thence running with and binding on the aforesaid existing northerly  
23 right-of-way line of East Madison Street, (1) North 87 degrees 15 minutes 17  
24 seconds East 15.67 feet to a point in the aforesaid existing northerly right-of-way  
25 line of East Madison Street, thence leaving said right-of-way and running in a  
26 southerly direction across East Madison Street to the existing southerly right-of-  
27 way line of East Madison Street (2) South 02 degrees 44 minutes 53 seconds East  
28 66.00 feet, to intersect the aforesaid existing southerly right-of-way line of East  
29 Madison Street, thence running with and binding on the aforesaid existing  
30 southerly right-of-way line, (3) South 87 degrees 15 minutes 17 seconds West  
31 15.67 feet to a point on the aforesaid existing southerly right-of-way line, thence  
32 leaving the said right-of-way and running in a northerly direction across East  
33 Madison Street, (4) North 02 degrees 44 minutes 53 seconds West 66.00 feet to  
34 the place of beginning.

35 The easement shall be approximately 15.67 feet wide by 66 feet long and shall be  
36 approximately 41 feet above the street bed at its lowest point and shall have a maximum top  
37 elevation of 58 feet, more or less.

38 Containing approximately 1,034 square feet in plane, or 0.0237 acres, more or less.

39 No signage or banners may be attached to the bridgeway as part of this agreement.

40 A franchise or right is also granted to the Grantee to construct, use, and maintain, at  
41 Grantee’s own cost and expense, and subject to the terms and conditions of this Ordinance, a  
42 foundation to support the pedestrian bridgeway, a portion of which will project into and beneath  
43 the southern right-of-way of East Madison Street, located within an easement area more  
44 particularly described as follows:

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1 Beginning for the same at a point on the existing southerly right-of-way line of  
2 East Madison Street, said point being 108.83 feet east of the corner formed by the  
3 intersection of the easterly right-of-way line of North Wolfe Street, 70 feet wide,  
4 and the southerly right-of-way line of East Madison Street, 66 feet wide, said  
5 point also having Baltimore City coordinates of North 715.9383 and East  
6 7136.9793 and with all bearings and distances being referenced to the Baltimore  
7 City Survey Control System, thence running with and binding on the aforesaid  
8 existing southerly right-of-way line of East Madison Street, (1) North 87 degrees  
9 15 minutes 17 seconds East 27.17 feet to a point in the aforesaid right-of-way,  
10 thence leaving said right-of-way and running in a northerly direction, (2) North  
11 02 degrees 44 minutes 43 seconds West 4.53 feet to a point in the right-of-way of  
12 East Madison Street, thence (3) South 87 degrees 15 minutes 17 seconds West  
13 27.17 feet to a point in the right-of-way, thence (4) South 02 degrees 44 minutes  
14 43 seconds East 4.53 feet to the place of beginning.

15 Containing approximately 123.08 square feet in plane, or 0.0028 acres, more or less.

16 A franchise or right is also granted to the Grantee to construct, use, and maintain, at Grantee's  
17 own cost and expense, and subject to the terms and conditions of this Ordinance, 2 columns to  
18 support the pedestrian bridgeway along with steel pipe bollards, which will project into the right-of-  
19 way of East Madison Street vertically between the existing sidewalk and the bridge above, located  
20 within easement areas more particularly described as follows:

21 First, Beginning for the same at a point on the existing southerly right-of-way line  
22 of East Madison Street, said point being 110.83 feet east of the corner formed by the  
23 intersection of the easterly right-of-way line of North Wolfe Street, 70 feet wide, and  
24 the southerly right-of-way line of East Madison Street, 66 feet wide, said point also  
25 having Baltimore City coordinates of North 716.016 and East 7138.977 and with all  
26 bearings and distances being referenced to the Baltimore City Survey Control  
27 System, thence running with and binding on the aforesaid existing southerly right-of-  
28 way line of East Madison Street, (1) North 87 degrees 15 minutes 17 seconds East  
29 4.00 feet to a point on the aforesaid right-of-way, thence leaving said right-of-way  
30 and running in a northerly direction, (2) North 02 degrees 44 minutes 43 seconds  
31 West 4.00 feet to a point in the right-of-way of East Madison Street, thence (3) South  
32 87 degrees 15 minutes 17 seconds West 4.00 feet to a point in the right-of-way,  
33 thence (4) South 02 degrees 44 minutes 43 seconds East 4.00 feet to the place of the  
34 beginning.

35 Containing approximately 16.00 square feet in plane, or 0.0004 acres, more or less.

36 Second, Beginning for the same at a point on the existing southerly right-of-way line  
37 of East Madison Street, said point being 129.97 feet east of the corner formed by the  
38 intersection of the easterly right-of-way line of North Wolfe Street, 70 feet wide, and  
39 the southerly right-of-way line of East Madison Street, 66 feet wide, said point also  
40 having Baltimore City coordinates of North 716.770 and East 7158.123 and with all  
41 bearings and distances being referenced to the Baltimore City Survey Control  
42 System, thence running with and binding on the aforesaid existing southerly right-of-  
43 way line of East Madison Street, (1) North 87 degrees 15 minutes 17 seconds East  
44 4.00 feet to a point on the aforesaid right-of-way, thence leaving said right-of-way  
45 and running in a northerly direction, (2) North 02 degrees 44 minutes 43 seconds  
46 West 4.00 feet to a point in the right-of-way of East Madison Street, thence (3) South

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1           87 degrees 15 minutes 17 seconds West 4.00 feet to a point in the right-of-way,  
2           thence (4) South 02 degrees, 44 minutes 43 seconds East 4.00 feet to the place of the  
3           beginning.

4           Containing approximately 16.00 square feet in plane, or 0.0004 acres, more or less.

5           **SECTION 2. AND BE IT FURTHER ORDAINED,** That to become effective, the franchise or right  
6 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within  
7 6 months after the effective date of this Ordinance.

8           **SECTION 3. AND BE IT FURTHER ORDAINED,** That as compensation for the Franchise, the  
9 Grantee shall pay to the Mayor and City Council of Baltimore a franchise charge of \$10,353.34 a  
10 year, subject to increase or decrease as provided in Section 5 of this Ordinance. The franchise  
11 charge must be paid annually, at least 30 days before the initial and each renewal term of the  
12 Franchise.

13           **SECTION 4. AND BE IT FURTHER ORDAINED,** That:

14           (a) The initial term of the Franchise is 1 year, commencing on the effective date of this  
15 Ordinance. Unless sooner terminated as provided in this Ordinance, the Franchise will automatically  
16 renew, without any action by either the Mayor and City Council of Baltimore or the Grantee, for 24  
17 consecutive 1-year renewal terms. Except as otherwise provided in this Ordinance, each renewal  
18 term will be on the same terms and conditions as the initial term. The maximum duration for which  
19 the Franchise may operate, including the initial and all renewal terms, is 25 years.

20           (b) Either the Mayor and City Council of Baltimore, acting by and through the Director of Public  
21 Works, or the Grantee may cancel the Franchise as at the end of the initial or any renewal term by  
22 giving written notice of cancellation to the other at least 90 days before the end of that term.

23           **SECTION 5. AND BE IT FURTHER ORDAINED,** That the Mayor and City Council of Baltimore,  
24 acting by and through the Board of Estimates, may increase or decrease the annual franchise charge  
25 by giving written notice of the increase or decrease to the Grantee at least 150 days before the end  
26 of the original or renewal term immediately preceding the renewal term to which the increase or  
27 decrease will first apply. The new franchise charge will apply to all subsequent annual renewal  
28 terms, unless again increased or decreased in accordance with this section.

29           **SECTION 6. AND BE IT FURTHER ORDAINED,** That the Mayor and City Council of Baltimore  
30 expressly reserves the right at all times to exercise, in the interest of the public, full municipal  
31 superintendence, regulation, and control over and in respect to all matters connected with the  
32 Franchise and not inconsistent with the terms of this Ordinance.

33           **SECTION 7. AND BE IT FURTHER ORDAINED,** That the Grantee, at its own cost and expense, shall  
34 maintain in good condition and in compliance with all applicable laws and regulations of Baltimore  
35 City, all structures for which the Franchise is granted. The maintenance of these structures shall be  
36 at all times subject to the regulation and control of the Commissioner of Housing and Community  
37 Development and the Director of Public Works. If any structure for which the Franchise is granted  
38 must be readjusted, relocated, protected, or supported to accommodate a public improvement, the  
39 Grantee shall pay all costs and expenses in connection with the readjustment, relocation, protection,  
40 or support.

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1       **SECTION 8. AND BE IT FURTHER ORDAINED,** That at the option of the Mayor and City Council  
2 of Baltimore, acting by and through the Director of Public Works, the Grantee's failure to comply  
3 with any term or condition of this Ordinance constitutes a forfeiture of the Franchise. Immediately  
4 on written notice to the Grantee of the exercise of this option, the Franchise terminates. Once so  
5 terminated, only an ordinance of the Mayor and City Council of Baltimore may waive the forfeiture  
6 or otherwise reinstate the Franchise.

7       **SECTION 9. AND BE IT FURTHER ORDAINED,** That at any time and without prior notice, the  
8 Mayor of Baltimore City may revoke the Franchise if, in the Mayor's judgment, the public interest,  
9 welfare, safety, or convenience so requires. Immediately on written notice to the Grantee of the  
10 exercise of this right, the Franchise terminates.

11       **SECTION 10. AND BE IT FURTHER ORDAINED,** That on cancellation, expiration, forfeiture,  
12 revocation, or other termination of the Franchise for any reason, the Grantee shall remove all  
13 structures for which the Franchise is granted. The removal of these structures shall be (i) undertaken  
14 at the cost and expense of the Grantee, without any compensation from the Mayor and City Council  
15 of Baltimore, (ii) made in a manner satisfactory to the Commissioner of Housing and Community  
16 Development and the Director of Public Works, and (iii) completed within the time specified in  
17 writing by the Director of Public Works.

18       **SECTION 11. AND BE IT FURTHER ORDAINED,** That the Grantee is liable for and shall indemnify  
19 and save harmless the Mayor and City Council of Baltimore against all suits, losses, costs, claims,  
20 damages, or expenses to which the Mayor and City Council of Baltimore is at any time subjected  
21 on account of, or in any way resulting from, (i) the presence, construction, use, operation,  
22 maintenance, alteration, repair, location, relocation, or removal of any of the structures for which  
23 the Franchise is granted, or (ii) any failure of the Grantee, its officers, employees, or agents, to  
24 perform promptly and properly any duty or obligation imposed on the Grantee by this Ordinance.

25       **SECTION 12. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the date it is  
26 enacted.

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Certified as duly passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
President, Baltimore City Council

Certified as duly delivered to Her Honor, the Mayor,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Chief Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Mayor, Baltimore City