

CITY OF BALTIMORE  
ORDINANCE **22-169**  
Council Bill 22-0216

---

Introduced by: The Council President  
At the request of: The Administration (Department of Transportation)  
Introduced and read first time: April 4, 2022  
Assigned to: Economic and Community Development Committee

---

Committee Report: Favorable  
Council action: Adopted  
Read second time: July 25, 2022

---

**AN ORDINANCE CONCERNING**

**City Property – Grant of Easement**

1  
2 FOR the purpose of authorizing the Mayor and City Council of Baltimore to grant a Perpetual  
3 Easement to the Maryland State Highway Administration for the installation and maintenance  
4 of a traffic control device, sidewalk, and median in the vicinity of the intersection of MD 150  
5 (Eastern Avenue) and the entrance to East Point Mall, Baltimore County, Maryland, as shown  
6 on Plat 59795 filed in the State Highway Administration State Roads Commission; and  
7 providing for a special effective date.

8 BY authority of  
9 Article V - Comptroller  
10 Section(s) 5(b)  
11 Baltimore City Charter  
12 (1996 Edition)

13 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That the  
14 Comptroller of Baltimore City is hereby authorized to grant a Perpetual Easement to the  
15 Maryland State Highway Administration for the installation and maintenance of a traffic control  
16 device, sidewalk, and median in the vicinity of the intersection of MD Route 150 (Eastern  
17 Avenue) and the entrance to East Point Mall, Baltimore County, Maryland, and described as  
18 follows:

19 Beginning for the same at a point on the south side of the Right of Way Line of  
20 MD Route 150 (Eastern Avenue) varying in width, said point of beginning being  
21 distant 48.19 feet offset to the right of station 64+79.12 feet measured along Base  
22 Line of Right of Way as shown on Plat 59795 filed in the State Highway  
23 Administration State Roads Commission, running thence along the south side of  
24 the Right of Way Line of MD Route 150 (Eastern Avenue);

- 25 1. North 67° 23' 48" East 57.11 feet, to a point on the south side of said right  
26 of way line of MD Route 150 (Eastern Avenue) 45.06 feet offset to the  
27 right of station 65+36.15;

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.

**Council Bill 22-0216**

- 1           2. Thence leaving said right of way line and running by a curve to the left,  
2           with a radius of 799.02 feet and an arc length of 5.82 feet, having a chord  
3           bearing South 52° 17' 19" East 5.82 feet, to a point being offset 49.94 feet  
4           to the right of station 65+39.40;
- 5           3. Thence South 24° 38' 54" West 29.77 feet, to a point being offset 71.32  
6           feet to the right of station 65+18.59;
- 7           4. Thence South 19° 24' 58" East 24.68 feet, to a point 96.00 feet offset to the  
8           right of station 65+18.57;
- 9           5. Thence South 70° 32' 35" West 8.80 feet, to a point 96.00 feet offset to the  
10          right of station 65+09.77 and thence;
- 11          6. By a curve to the right with a radius of 849.02 feet and an arc length of  
12          56.79 feet, having a chord bearing North 52° 06' 47" West 56.78 feet, to  
13          the place of beginning.

14          Being known as Perpetual Easement for Traffic Control Device, Sidewalk and  
15          Median Installation and Maintenance, item 107458 on Plat 59795 of the State  
16          Highway Administration State Roads Commission.

17          Containing 1,521 square feet or 0.035 acres of land, more or less.

18          Subject to a full width Perpetual Easement for all Municipal Utilities and Services, not to be  
19          abandoned, over the entire hereinabove described parcels of land.

20          Subject to the following conditions:

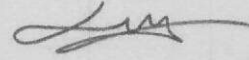
- 21          1. The plans and specifications for the use of the easement must be approved in writing  
22          by the City before construction.
- 23          2. The City and its employees or agents must have access to the easement area at all  
24          times when necessary for public purposes.
- 25          3. The Grantee shall maintain the easement at its sole cost and expense.
- 26          4. The City shall be protected, indemnified, and saved harmless from all legal action,  
27          losses, and damages resulting from injury to persons or damage to property caused by  
28          the use of the easement by the Grantee, its assigns and invitees.
- 29          5. No structures may be erected by the Grantee over the easement area except for  
30          facilities approved in advance by the City.

31          **SECTION 2. AND BE IT FURTHER ORDAINED,** That no deeds shall pass under this ordinance  
32          unless the deed has been approved by the City Solicitor.

33          **SECTION 3. AND BE IT FURTHER ORDAINED,** That this ordinance takes effect on the date it is  
34          enacted.

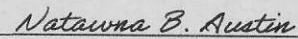
**Council Bill 22-0216**

Certified as duly passed this 15 day of August, 2022



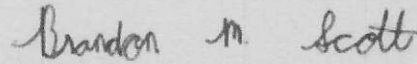
\_\_\_\_\_  
President, Baltimore City Council

Certified as duly delivered to His Honor, the Mayor,  
this 15 day of August, 2022



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

Approved this 3rd day of October, 2022



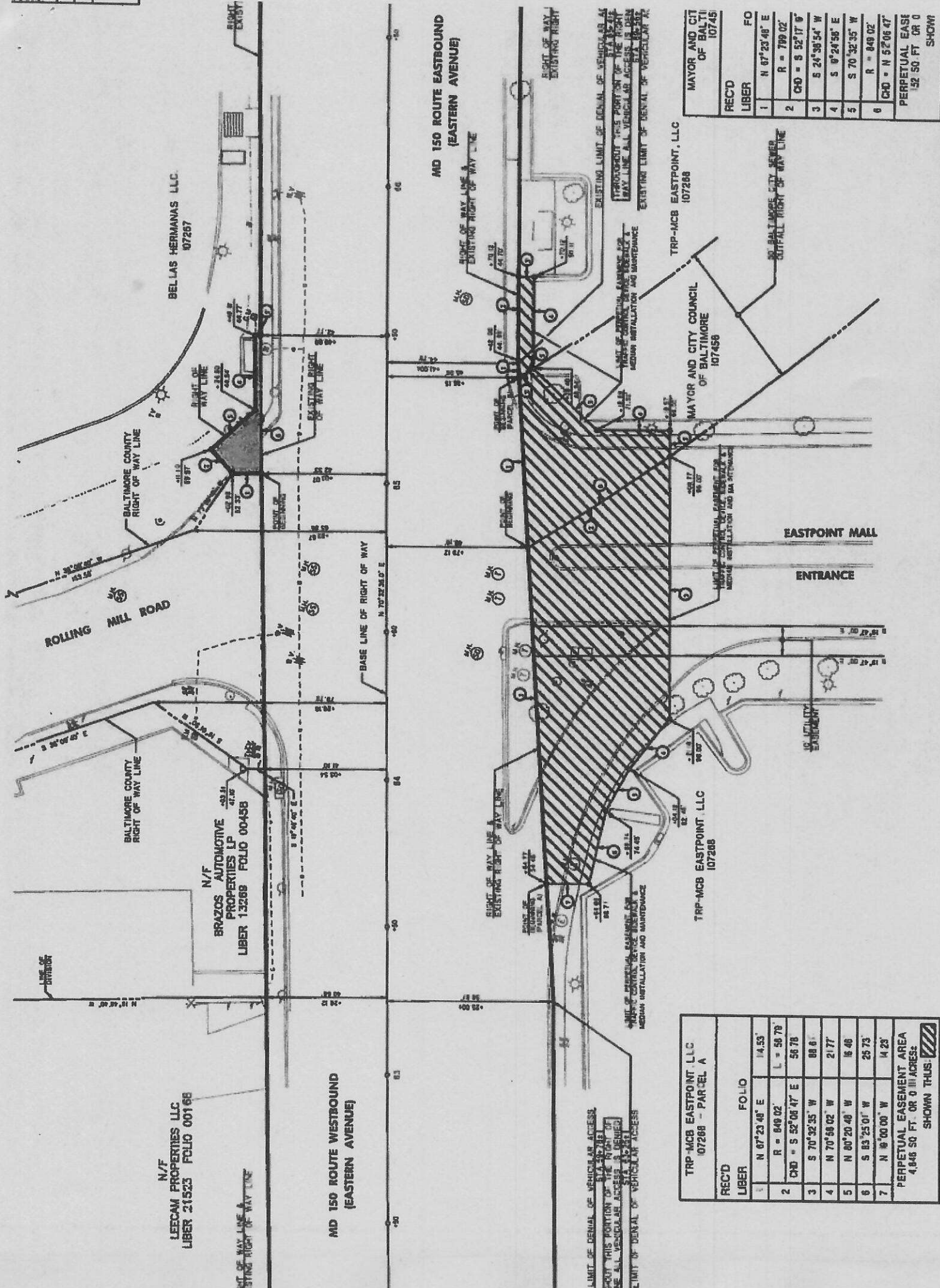
\_\_\_\_\_  
Mayor, Baltimore City

Approved for Form and Legal Sufficiency  
This 1st Day of September, 2022.



\_\_\_\_\_  
Chief Solicitor





N/F  
LEECAM PROPERTIES LLC  
LIBER 31523 FOLIO 00168

N/F  
BRAZOS AUTOMOTIVE  
PROPERTIES LP  
LIBER 13288 FOLIO 00438

MD 150 ROUTE WESTBOUND  
(EASTERN AVENUE)

MD 150 ROUTE EASTBOUND  
(EASTERN AVENUE)

REC'D LIBER	FOLIO
1	N 67°23'40" E 14.53'
2	R = 840.02' L = 56.76'
3	CHD = S 52°06'47" E 56.76'
4	S 70°32'35" W 88.6'
5	N 70°59'02" W 21.77'
6	N 00°20'40" W 16.46'
7	S 83°25'01" W 25.73'
8	N 0°00'00" W 14.23'

PERPETUAL EASEMENT AREA  
4.846 SQ. FT. OR 0.11 ACRES  
SHOWN THUS: [Hatched Box]

REC'D LIBER	FO
1	N 67°23'40" E
2	R = 799.02'
3	CHD = S 52°17'0"
4	S 24°38'54" W
5	S 0°24'58" E
6	S 70°32'35" W
7	R = 849.02'
8	CHD = N 52°06'47"

PERPETUAL EASEMENT AREA  
132.50 SQ. FT. OR 0.003 ACRES  
SHOWN THUS: [Hatched Box]

22.169

COORDINATE AND BEARING DATA ARE REFERENCED TO THE SYSTEM OF COORDINATES ESTABLISHED BY THE MARYLAND DEPARTMENT OF TRANSPORTATION AND ARE BASED ON THE FOLLOWING CONTROL STATION:  
STATION NAME: BALTIMORE  
ELEVATION: 145.000  
POINT DESCRIPTION: BRASS CAP  
SOURCE: BALTIMORE COUNTY DPW

RIGHT OF ENTRY AGREEMENT  
STATE HIGHWAY ADMINISTRATION  
MD ROUTE 150 (EASTERN AVENUE) AT THE ENTRANCE TO EAST POINT MALL  
TRAFFIC SIGNAL IMPROVEMENTS

THIS AGREEMENT, made this 27<sup>th</sup> day of May, 2016 by and between the Director of Transportation, acting and for and on behalf of the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, hereinafter referred to as GRANTOR, and the State Highway Administration (SHA), acting for and on behalf of the Maryland Department of Transportation, hereinafter referred to as GRANTEE.

WHEREAS, GRANTEE is desirous to immediately enter upon the property owned by GRANTOR by deed dated August 13, 1907 and recorded in the Land Records of Baltimore County, Maryland at Liber 319, folio 260 and known as a 50' Baltimore City Sewer Outfall Right of Way in the vicinity of the intersection of MD 150 (Eastern Avenue) and the entrance to East Point Mall; and

WHEREAS, the entry by the GRANTEE will not adversely affect the interests or operations of the GRANTOR; and

WHEREAS, immediate entry is necessary in order not to adversely affect the interests of the GRANTEE; and

WHEREAS, by virtue of the execution of this agreement, GRANTOR allows GRANTEE, its contractors, agents, and employees to enter upon the area of the GRANTOR'S property as defined in this agreement and for the purpose as set forth in this agreement.

NOW, THEREFORE, for good and valuable considerations, and the sum of \$1.00, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant unto the GRANTEE, its contractors, agents and employees a right of entry to enter upon the property

of the GRANTOR known as a 50' Baltimore City Sewer Outfall Right of Way in the vicinity of the intersection of MD 150 (Eastern Avenue) and the entrance to East Point Mall for the purpose of GRANTEE's project known as "BA029A3 - Signal Improvements at MD Rte. 150 (Eastern Ave.) at Rolling Mill Rd."

The area needed contains a total of 1,521 square feet, or 0.035 of an acre, more or less for perpetual easements for traffic control device, sidewalk and median installation and maintenance ("Project Area") and is more clearly shown on Exhibit-A, SHA Plat No. 59795 attached hereto and made a part hereof.

GRANTEE agrees that any and all construction within the limits described herein which affects City owned facilities shall be in accordance with the requirements of the Baltimore City Department of Public Works and subject to inspection and approval of said department; that any structures of the City within the limits described herein shall be fully protected against any possible damage, that the placement of any structures within the limits described herein which affect City owned utilities on similar property shall be in accordance with the directions of said department; and that said department shall have complete access to the area at all times and said access shall not interfere with the GRANTEE'S use, construction and maintenance of the Project Area.

The GRANTEE agrees that before any entry or acts that affect City utilities, the Department of Public Works will be notified.

The GRANTEE agrees to abandon or relocate all City utilities at its own cost and expense and pay all City costs and expenses in connection with this right of entry.

The GRANTEE will supervise all work crews and will prevent any interference with City operations.

The Parties, subject to any limitations imposed by law, shall each be responsible for its own actions and omissions, pursuant to the performance of this Agreement, and neither party shall try to hold the other liable with respect to any matter not arising from the other party's

actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating funding provisions.

The Director of Transportation and or the Director of Public Works reserve the right to terminate this right of entry if said Director deems it in the best interests of the City to do so. GRANTOR shall provide GRANTEE written notification ten (10) business days prior to termination.

The GRANTEE agrees to pursue an Ordinance to grant a permanent easement over the property owned by the GRANTOR for the installation and maintenance of a traffic control device, sidewalk and median.

The GRANTEE shall notify GRANTOR five (5) business days prior to entry onto GRANTOR'S property.

The GRANTEE shall restore the Project Area as defined on SHA Plat No. 59795 to its original condition or to a condition satisfactory to GRANTOR in the event said Ordinance is not obtained.

The persons executing this Right of Entry on behalf of the GRANTOR and GRANTEE represent and warrant that this Right of Entry has been authorized by all necessary parties, is validly executed by an authorized officer or agent and is binding upon and enforceable against the respective party in accordance with its terms.



Acceptance of this right of entry and its conditions is indicated by the approval hereon  
of the officials mentioned below:

WITNESS:

STATE HIGHWAY ADMINISTRATION

\_\_\_\_\_

By: Gina M. Anthony  
NAME: Gina M. Anthony  
TITLE: Director, ORE

WITNESS:

MAYOR AND CITY COUNCIL OF  
BALTIMORE

\_\_\_\_\_

By: Frank Murphy  
FOL WILLIAM M. JOHNSON  
DIRECTOR

APPROVED AS TO FORM AND LEGAL

APPROVED AS TO FORM AND LEGAL

SUFFICIENCY THIS 24<sup>th</sup> DAY OF

SUFFICIENCY THIS 12<sup>th</sup> DAY OF

May, 2016

May, 2016

[Signature]  
CHIEF CITY SOLICITOR

[Signature]  
ASSISTANT ATTORNEY GENERAL, SHA

RIGHT OF ENTRY AGREEMENT  
STATE HIGHWAY ADMINISTRATION  
MD ROUTE 150 (EASTERN AVENUE) AT THE ENTRANCE TO EAST POINT MALL  
TRAFFIC SIGNAL IMPROVEMENTS