

**CITY OF BALTIMORE
COUNCIL BILL 12-0090
(First Reader)**

Introduced by: The Council President

At the request of: The Administration (Department of General Services)

Introduced and read first time: June 4, 2012

Assigned to: Housing and Community Development Committee

REFERRED TO THE FOLLOWING AGENCIES: City Solicitor, Department of General Services,
Department of Real Estate, Department of Finance, Board of Estimates

A BILL ENTITLED

1 AN ORDINANCE concerning

2 **City Property - Grant of Easements**

3 FOR the purpose of authorizing the Mayor and City Council of Baltimore to grant 3 perpetual
4 easements for the benefit of Mt. Vernon Mill, LLC, its successors and assigns, across the
5 Jones Falls in the area between the properties known as 3000 and 3030 Falls Road (Block
6 3500, Lots 1 and 3) for the purpose of (1) installing and maintaining a pedestrian footbridge
7 over the property (Jones Falls) that is required by the City of Baltimore as a second means of
8 egress from the building at 3030 Falls Road, (2) permitting the continuation of an existing
9 footbridge and the maintenance of it over the property (Jones Falls) that was originally
10 constructed in 1918, and (3) allowing certain existing piers located in the property (Jones
11 Falls) that support the structure at 3000 Falls Road and allowing the portion of the structure
12 that extends into the property (Jones Falls); and providing for a special effective date.

13 BY authority of
14 Article V - Comptroller
15 Section 5(b)
16 Baltimore City Charter (1996 Edition)

17 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL,** That the Comptroller of
18 Baltimore City is hereby authorized to grant 3 perpetual easements for the purpose of (1)
19 installing and maintaining 1 new pedestrian footbridge across the Jones Falls, (2) allowing the
20 continuation of an existing pedestrian footbridge and for the maintenance of it, both footbridges
21 being between the properties known as 3000 and 3030 Falls Road (Block 3500, Lots 1 and 3), as
22 more particularly shown on a the map accompanying the Mt. Vernon Mill Planned Unit
23 Development in Ordinance 10-374 (the "PUD), with both footbridges being permitted by Section
24 4 of the PUD, and (3) allowing certain existing piers located in the property (Jones Falls) that
25 support the structure at 3030 Falls Road and allowing the portion of the structure that extends
26 into the property (Jones Falls), all in accordance with Article V, Section 5(b) of the Baltimore
27 City Charter, on that parcel of land situate in Baltimore City being a part of the bed of the Jones
28 Falls, and more particularly described as follows:

29 Perpetual Easement No. 1 to allow the installation of a new footbridge across the
30 Jones Falls being all that volume of air space within the following courses and
31 distances, the upper limits thereof being a plane having an elevation of 118.66 feet

EXPLANATION: CAPITALS indicate matter added to existing law.
[Brackets] indicate matter deleted from existing law.

Council Bill 12-0090

1 along the first line of this description and ascending to an upper elevation of
2 119.91 feet along the third line of this description, and the lower limits thereof
3 being a plane having an elevation of 106.00 feet along the first line of this
4 description and ascending to an elevation of 107.25 feet along the third line of this
5 description, all elevations herein being referred to Baltimore City Vertical Datum:

6 Beginning for the same on the east side of the Jones Falls at a point on and
7 distant 12.63 feet from the end of the nineteenth or North 29° 32' 45"
8 West 39.33 foot line of the firstly described parcel of land that by deed
9 dated December 23, 2011 and recorded among the Land Records of
10 Baltimore City, Maryland in Liber F.M.C. 13966, Folio 40, was granted
11 and conveyed by Kramer Brothers Hobbies, Long Island, Inc., to Mt.
12 Vernon Mill, LLC, thence running and binding reversely on a part of said
13 nineteenth line, with all courses of this description referred to the meridian
14 established in the Baltimore City Survey Control System, (1) South 29°
15 32' 45" East 12.80 feet, thence running over and across the Jones Falls, (2)
16 South 70° 12' 01" West 77.81 feet to intersect the west side of the Jones
17 Falls at a point on and distant 17.25 feet from the end of the thirty-fifth or
18 South 24° 38' 15" East 41.66 foot line of the secondly described parcel in
19 said conveyance, thence running and binding reversely on a part of the
20 thirty-fifth line, (3) North 24° 38' 15" West 12.66 feet, thence running
21 over and across the Jones Falls, and parallel with the second line hereof,
22 (4) North 70° 12' 01" East 76.71 feet to the point of beginning, containing
23 12, 341 cubic feet of space.

24 Perpetual Easement No. 2 to allow the continuance of an existing footbridge
25 across the Jones Falls being all that volume of air space within the following
26 courses and distances, the upper limits thereof being a plane having an elevation
27 of 138.48 feet along the first line of this description and descending to an upper
28 elevation of 137.42 feet along the third line of this description, and the lower
29 limits thereof being a plane having an elevation of 125.48 feet along the first line
30 of this description and descending to an elevation of 124.42 feet along the third
31 line of this description, all elevations herein being referred to Baltimore City
32 Vertical Datum:

33 Beginning for the same on the east side of the Jones Falls at a point on and
34 distant 1.52 feet from the end of the twenty-eighth or North 43° 00' 43"
35 West 38.77 foot line of the firstly described parcel of land that by deed
36 dated December 23, 2011 and recorded among the Land Records of
37 Baltimore City, Maryland in Liber F.M.C. 13966, Folio 40, was granted
38 and conveyed by Kramer Brothers Hobbies, Long Island, Inc., to Mt.
39 Vernon Mill, LLC, thence running and binding reversely on a part of the
40 twenty-eighth line, with all courses of this description referred to the
41 meridian established in the Baltimore City Survey Control System, (1)
42 South 43° 00' 43" East 12.92 feet, thence running over and across the
43 Jones Falls, (2) South 46° 07' 41" West 55.18 feet to intersect the
44 easternmost face of a four-story concrete building there situate, thence
45 running and binding thereon, (3) North 18° 43' 38" West 14.27 feet,
46 thence leaving the four-story building and running over and across the
47 Jones Falls, and parallel with the second line hereof, (4) North 46° 07' 41"

Council Bill 12-0090

1 East 49.31 feet to the point of beginning, containing 8,775 cubic feet of
2 space.

3 Perpetual Easement No. 3 to allow the existing piers supporting the structure
4 located at 3030 Falls Road and a portion of the structure at 3030 Falls Road, now
5 lying within the bed of the Jones Fall, as shown on Exhibit A attached to this
6 Ordinance, including the right of the grantee and its agents to enter onto portions
7 of the Jones Falls adjacent to the existing piers supporting the structure located at
8 3030 Falls Road for the purpose of inspecting, maintaining, and repairing such
9 piers, which entry shall be subject to all applicable ordinances, rules and
10 regulations. Subject to the following conditions:

- 11 1. The City and its employees or agents shall have access to the bed of
12 the Jones Falls at all times as relates to the need to access the area for
13 public purposes and shall have access to the airspace above, below,
14 and on the sides of the 2 pedestrian footbridges.
- 15 2. The Grantee shall maintain the 2 footbridges and the piers and building
16 described in Perpetual Easement No. 3 at its sole cost and expense.
- 17 3. The City shall be protected, indemnified and saved harmless from all
18 legal action, losses, and damages resulting from injury to persons or
19 damage to property caused by the use of the easement areas by the
20 Grantee, its successors, assigns, and invitees.
- 21 4. The terms, conditions, and agreement of this Easement Agreement
22 shall be considered covenants running with the land on the Grantees'
23 property.
- 24 5. The Grantee shall pay fair market value for the easements as
25 determined by the City's Real Estate Officer.
- 26 6. The Grantee agrees that before any acts that may be taken by the
27 Grantee that affect the City's property, the Department of Real Estate
28 will be notified in writing.
- 29 7. The easement granted for a specific structure shall be extinguished for
30 that structure if it is removed from its location, and no new structure
31 can be installed in its place without the permission of the Grantor,
32 which approval may be withheld at the sole discretion of the Grantor.
- 33 8. This easement shall be and is construed to be an easement appurtenant,
34 benefitting the property owned by the Grantee and burdening the
35 property owned by the City. The terms and conditions of this
36 Ordinance shall be incorporated into an Easement Agreement that shall
37 bind the successors and assigns of both the Grantor and the Grantee.

38 **SECTION 2. AND BE IT FURTHER ORDAINED,** That no easement or easements shall be granted
39 under this Ordinance until the same has been approved by the City Solicitor.

Council Bill 12-0090

1 **SECTION 3. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the date it is
2 enacted.